

**Town of Mineral Springs
Mineral Springs Town Hall
3506 Potter Road S ~ Mineral Springs
Mineral Springs Town Council
Legislative Public Hearing / Regular Meeting
August 8, 2024 ~ 7:30 P.M.
AGENDA**

- 1. Opening**
The meeting will be called to order, an invocation will be delivered, and the Pledge of Allegiance will be recited.
- 2. Legislative Public Hearing – Proposed Rezoning of Tax Parcel #06-019-002**
- 3. 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.
- 4. Consent Agenda** – Action Item
 - A. Approval of the July 11, 2024 Regular Meeting Minutes
 - B. Acceptance of the June 2024 Union County Tax Report
 - C. Acceptance of the June 2024 Finance Report
- 5. Consideration of the Proposed Rezoning of Tax Parcel #06-019-002 from RA20 to General Business (GB) and Adopting Ordinance-2024-01** – Action Item
The council will consider approval/denial of a proposed map amendment, which was the subject of a legislative public hearing. The council will consider adopting O-2024-01.
- 6. Consideration of the Landscaping Bids Opened on July 30, 2024** – Action Item
The council will review the landscaping bids opened on July 30, 2024 and will consider granting a contract to one of the bidders.
- 7. Consideration of the 2023-2024 Audit Contract** – Action Item
The council will consider approving the audit contract for the 2023-2024 fiscal year.
- 8. Consideration of Approving a Town Engineer Agreement** – Action Item
The council will consider approving an agreement with Rosenau Engineering to serve as the town engineer on projects that require engineering services.
- 9. Staff Reports**
The staff will update the council on any developments that may affect the town.
- 10. Other Business**
- 11. Adjournment**



Town of Mineral Springs
Town Clerk / Zoning Administrator
Vicky Brooks
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Mineral Springs, NC 28108
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704-243-1705 FAX
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www.mineralspringsnc.com

MEMO

To: Town Council
From: Vicky Brooks
Date: August 1, 2024
Agenda Item 2

Legislative Public Hearing – Proposed Rezoning of Tax Parcel
#06-019-002

All required notifications/postings/mailings required by the Mineral Springs Development Ordinance and North Carolina General Statutes have been met for this Legislative Public Hearing on the proposed rezoning of Tax Parcel #06-019-002 from RA20 to GB.

All documents are located under Agenda Item # 5.

**Draft Minutes of the
Mineral Springs Town Council
Regular Meeting
July 11, 2024 – 7:30 p.m.**

The Town Council of the Town of Mineral Springs, North Carolina, met in Regular Session at the Mineral Springs Town Hall located at 3506 Potter Road S, Mineral Springs, North Carolina, at 7:30 p.m. on Thursday, July 11, 2024.

Present: Mayor Frederick Becker III, Mayor Pro Tem Valerie Coffey, Councilman Jerry Countryman, Councilwoman Janet Critz, Councilwoman Lundeen Cureton, and Councilman Jim Muller.

Absent: Councilwoman Bettylyn Krafft and Attorney Bobby Griffin.

Staff Present: Town Clerk/Zoning Administrator Vicky Brooks and Administrative Assistant/Deputy Town Clerk Sharelle Quick.

Visitors: Todd Elmore.

1. Opening

With a quorum present at 7:31 p.m. on July 11, 2024, Mayor Becker called the regular meeting to order.

Councilwoman Cureton delivered the invocation.

Pledge of Allegiance.

2. Public Comments

Todd Elmore – 102 N Jackson Street, Waxhaw.

3. Consent Agenda – Action Item

A correction was noted to the June 13, 2024 minutes on page 80, paragraph 3 – delete “Coffey” from the aye vote.

Councilwoman Coffey motioned to approve the consent agenda containing the June 13, 2024 Regular Meeting Minutes as amended, the May 2024 Union County Tax Report, and the May 2024 Finance Report as presented, and Councilwoman Cureton seconded. The motion passed unanimously. Ayes: Coffey, Countryman, Critz, Cureton, and Muller. Nays: None.

4. Other Business

There was no other business

5. Adjournment – Action Item

At 7:36 p.m. Councilwoman Critz motioned to adjourn the meeting and Councilwoman Coffey seconded. The motion passed unanimously. Ayes: Coffey, Countryman, Critz, Cureton, and Muller. Nays: None.

The next regular meeting will be on Thursday, August 8, 2024 at 7:30 p.m. at the Mineral Springs Town Hall.

Respectfully submitted by:

Vicky A. Brooks, CMC, NCCMC, Town Clerk

Frederick Becker, Mayor

To: Town of Mineral Springs
Rick Becker

From: Vann Harrell 
Tax Administrator

Date: July 12, 2024

Re: Departmental Monthly Report

The Tax Collector's monthly/year to date collections report for the month ending June 28, 2024 is attached for your information and review.

Should you desire additional information, I will provide that at your request.

Attachment

VH/JM

JUNE 2024
TOWN OF MINERAL SPRINGS
PERCENTAGE REPORT

JUNE 28, 2024 REGULAR TAX	2024	2023	2022	2021	2020	2019
BEGINNING CHARGE	107.22	82,405.89	80,802.40	80,155.13	69,817.57	67,992.78
TAX CHARGE						
PUBLIC UTILITIES CHARGES						
DISCOVERIES						
NON-DISCOVERIES	42.87					
RELEASES						
TOTAL CHARGE	150.09	82,405.89	80,802.40	80,155.13	69,817.57	67,992.78
BEGINNING COLLECTIONS	6.21	82,152.98	80,710.50	80,059.43	69,697.31	67,926.80
COLLECTIONS - TAX		108.33	39.10	0.74		
COLLECTIONS - INTEREST		5.49	5.74	0.17		
TOTAL COLLECTIONS	6.21	82,261.31	80,749.60	80,060.17	69,697.31	67,926.80
BALANCE OUTSTANDING	143.88	144.58	52.80	94.96	120.26	65.98
PERCENTAGE OF REGULAR	4.14%	99.82%	99.93%	99.88%	99.83%	99.90%
COLLECTION FEE 1.25 %	-	1.42	0.56	0.01	-	-

JUNE 2024
TOWN OF MINERAL SPRINGS
PERCENTAGE REPORT

2018	2017	2016	2015	2014
67,409.94	65,441.40	61,553.74	62,157.91	64,338.55
67,409.94	65,441.40	61,553.74	62,157.91	64,338.55
67,403.17	65,437.75	61,550.09	62,151.90	64,326.96
67,403.17	65,437.75	61,550.09	62,151.90	64,326.96
6.77	3.65	3.65	6.01	11.59
99.99%	99.99%	99.99%	99.99%	99.98%
-	-	-	-	-

Town of Mineral Springs

FINANCE REPORT JUNE 2024

Prepared for:

The Mineral Springs Town Council

By:

Frederick Becker III
Finance Officer

August 8, 2024

June 2024 Reports

This report contains both “Cash” and “Including Receivables/Payables” (Accrued) reports for FY2023 Year-to-Date and June 2024.

The “Cash” reports include *only* actual receipts and expenditures that occurred prior to July 1, 2024. The “Including Receivables/Payables” reports include items that accrue to the 2023-24 fiscal year but that are actually received or paid out after June 30, 2024. Therefore, the “Including Receivables/Payables” reports should represent the most accurate and complete accounting of the 2023-24 fiscal year’s activity.

We estimate that revenues will exceed budget amounts by \$19,787, and expenditures will be \$93,389 *below* budget amounts, resulting in an estimated excess of revenues over expenditures in the General Fund of \$113,176 for the fiscal year ending June 30, 2023. Including a transfer of \$2,910 from the General Fund to the SER Project Fund, the final estimated excess of revenues over expenditures in all funds is \$110,266.

Separate reports for Accounts Receivable and Accounts Payable appear at the end of the basic reports. Notice that Receivables consist of state distributions such as sales taxes and excise taxes, and county property tax receipts collected by the county during June 2024 but not disbursed until July. Some of the state distributions will not actually be received until August or September, and therefore they are estimated. These amounts will be amended as necessary when they become final.

Accounts Payable reflects utility bills and invoices for purchases and services made or committed to prior to July 1, 2024, but not paid until later. All known payables have been included in this report at their actual amount.

The Register Report reflects revenues and expenditures in the checking account and is a cash basis report as always.

The Budget Comparison and Revenue Comparison spreadsheets both have a “June” column, representing cash transactions that occurred in the month of June, and a “June a/r” (accounts receivable) or “June a/p” (accounts payable) column representing the transactions that will occur after June 30, 2024 but that will accrue to the FY2023-24 fiscal year. Totals reflect all accrued amounts, with estimates in red.

Throughout this report, other amounts that are estimated are highlighted in yellow.

Cash Flow Report FY2023 YTD Incl. rec/pybl

7/1/2023 through 6/30/2024

7/29/2024

Page 1

Category	7/1/2023- 6/30/2024
INCOME	
Interest Income	52,257.70
Other Inc	
Festival 2023	
Sponsor	1,500.00
Vendor	350.00
TOTAL Festival 2023	1,850.00
Sales Tax Refunds	1,574.90
Zoning	6,515.00
TOTAL Other Inc	9,939.90
Prop Tax 2023	
Receipts 2023	
Int	121.24
Tax	82,251.75
TOTAL Receipts 2023	82,372.99
TOTAL Prop Tax 2023	82,372.99
Prop Tax 2024	
Prepayments	6.21
TOTAL Prop Tax 2024	6.21
Prop Tax Prior Years	
Prop Tax 2014	
Receipts 2014	
Int	5.47
Tax	6.90
TOTAL Receipts 2014	12.37
TOTAL Prop Tax 2014	12.37
Prop Tax 2015	
Receipts 2015	
Int	2.31
Tax	3.28
TOTAL Receipts 2015	5.59
TOTAL Prop Tax 2015	5.59
Prop Tax 2016	
Receipts2016	
Int	2.01
Tax	3.28
TOTAL Receipts2016	5.29
TOTAL Prop Tax 2016	5.29
Prop Tax 2017	
Receipts2017	
Int	1.72
Tax	3.28
TOTAL Receipts2017	5.00
TOTAL Prop Tax 2017	5.00
Prop Tax 2018	
Receipts	
Int	1.42
Tax	3.27
TOTAL Receipts	4.69
TOTAL Prop Tax 2018	4.69

Cash Flow Report FY2023 YTD Incl. rec/pybl

7/1/2023 through 6/30/2024

7/29/2024

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Category	7/1/2023- 6/30/2024
Prop Tax 2019	
Receipts 2019	
Int	1.12
Tax	3.27
TOTAL Receipts 2019	4.39
TOTAL Prop Tax 2019	4.39
Prop Tax 2020	
Receipts	
Int	21.12
Tax	15.62
TOTAL Receipts	36.74
TOTAL Prop Tax 2020	36.74
Prop Tax 2021	
Receipts 2021	
Int	7.13
Tax	39.80
TOTAL Receipts 2021	46.93
TOTAL Prop Tax 2021	46.93
Prop Tax 2022	
Receipts 2022	
Int	19.76
Tax	242.04
TOTAL Receipts 2022	261.80
TOTAL Prop Tax 2022	261.80
TOTAL Prop Tax Prior Years	382.80
Sales Tax	
Beer & Wine Tax	15,699.98
Cable TV	16,320.39
Electricity	210,204.72
Natural Gas Excise	1,529.02
Sales & Use Dist	38,854.75
telecommunications	2,252.25
TOTAL Sales Tax	284,861.11
Veh Tax	
Int 2023	94.14
Tax 2023	9,062.30
TOTAL Veh Tax	9,156.44
TOTAL INCOME	438,977.15
EXPENSES	
Ads	696.45
Attorney	4,064.59
Audit	5,230.00
Charities & Agencies	10,500.00
Community	
Communication	3,588.00
Greenway	1,006.48
Maint	4,721.63
Parks & Rec	
Park	4,687.21
TOTAL Parks & Rec	4,687.21

Cash Flow Report FY2023 YTD Incl. rec/pybl

7/1/2023 through 6/30/2024

7/29/2024

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Category	7/1/2023- 6/30/2024
Special Events	
Festival	5,875.45
Services	1,975.00
TOTAL Special Events	7,850.45
TOTAL Community	21,853.77
Elections	3,521.75
Emp	
Benefits	
Dental	912.00
Fees	50.00
Life	729.60
NCLGERS	22,342.56
Vision	168.00
TOTAL Benefits	24,202.16
Bond	550.00
FICA	
Med	2,207.26
Soc Sec	9,437.96
TOTAL FICA	11,645.22
Payroll	2,353.96
Unemp	50.13
Work Comp	2,081.18
TOTAL Emp	40,882.65
Fire Protection	12,000.00
Office	
Bank	19.55
Clerk	45,660.00
Council	14,400.00
Deputy Clerk	12,155.94
Dues	7,695.00
Equip	462.86
Finance Officer	42,180.00
Ins	4,452.90
Maint	
Materials	1,400.37
Service	23,985.36
TOTAL Maint	25,385.73
Mayor	6,000.00
Misc	497.87
Post	600.00
Records	5,672.56
Supplies	2,291.58
Tel	9,176.70
Util	3,975.14
TOTAL Office	180,625.83
Planning	
Administration	
Contract	1,717.63
Salaries	39,468.00
TOTAL Administration	41,185.63
Annexation	26.00

Cash Flow Report FY2023 YTD Incl. rec/pybl

7/1/2023 through 6/30/2024

7/29/2024

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Category	7/1/2023- 6/30/2024
Misc	725.77
TOTAL Planning	41,937.40
Street Lighting	1,827.21
Tax Coll	
Contract	1,321.83
TOTAL Tax Coll	1,321.83
Training	
Staff	355.00
TOTAL Training	355.00
Travel	984.49
TOTAL EXPENSES	325,800.97
TRANSFERS	
FROM Check Min Spgs	100,000.00
FROM Idle Funds First National	10,000.00
FROM SLFRF Revenues	875.26
FROM SLFRF Fund	39,948.89
TO Check Min Spgs	-50,824.15
TO NCCMT_Cash	-100,000.00
TO SER Grant Project Fund	-2,910.00
TOTAL TRANSFERS	-2,910.00
OVERALL TOTAL	110,266.18

Cash Flow Report FY2023 YTD CASH

7/1/2023 through 6/30/2024

7/29/2024

Page 1

Category	7/1/2023- 6/30/2024
INCOME	
Interest Income	52,257.70
Other Inc	
Festival 2023	
Sponsor	1,500.00
Vendor	350.00
TOTAL Festival 2023	1,850.00
Sales Tax Refunds	1,574.90
Zoning	6,515.00
TOTAL Other Inc	9,939.90
Prop Tax 2023	
Receipts 2023	
Int	115.75
Tax	82,143.42
TOTAL Receipts 2023	82,259.17
TOTAL Prop Tax 2023	82,259.17
Prop Tax 2024	
Prepayments	6.21
TOTAL Prop Tax 2024	6.21
Prop Tax Prior Years	
Prop Tax 2014	
Receipts 2014	
Int	5.47
Tax	6.90
TOTAL Receipts 2014	12.37
TOTAL Prop Tax 2014	12.37
Prop Tax 2015	
Receipts 2015	
Int	2.31
Tax	3.28
TOTAL Receipts 2015	5.59
TOTAL Prop Tax 2015	5.59
Prop Tax 2016	
Receipts2016	
Int	2.01
Tax	3.28
TOTAL Receipts2016	5.29
TOTAL Prop Tax 2016	5.29
Prop Tax 2017	
Receipts2017	
Int	1.72
Tax	3.28
TOTAL Receipts2017	5.00
TOTAL Prop Tax 2017	5.00
Prop Tax 2018	
Receipts	
Int	1.42
Tax	3.27
TOTAL Receipts	4.69
TOTAL Prop Tax 2018	4.69

Cash Flow Report FY2023 YTD CASH

7/1/2023 through 6/30/2024

7/29/2024

Page 2

Category	7/1/2023- 6/30/2024
Prop Tax 2019	
Receipts 2019	
Int	1.12
Tax	3.27
TOTAL Receipts 2019	4.39
TOTAL Prop Tax 2019	4.39
Prop Tax 2020	
Receipts	
Int	21.12
Tax	15.62
TOTAL Receipts	36.74
TOTAL Prop Tax 2020	36.74
Prop Tax 2021	
Receipts 2021	
Int	6.96
Tax	39.06
TOTAL Receipts 2021	46.02
TOTAL Prop Tax 2021	46.02
Prop Tax 2022	
Receipts 2022	
Int	14.02
Tax	202.94
TOTAL Receipts 2022	216.96
TOTAL Prop Tax 2022	216.96
TOTAL Prop Tax Prior Years	337.05
Sales Tax	
Beer & Wine Tax	15,699.98
Cable TV	12,420.39
Electricity	159,604.72
Natural Gas Excise	1,289.02
Sales & Use Dist	32,498.36
telecommunications	1,672.25
TOTAL Sales Tax	223,184.72
Veh Tax	
Int 2023	84.67
Tax 2023	8,143.40
TOTAL Veh Tax	8,228.07
TOTAL INCOME	376,212.82
EXPENSES	
Ads	651.68
Attorney	4,064.59
Audit	5,230.00
Charities & Agencies	10,500.00
Community	
Communication	3,588.00
Greenway	1,006.48
Maint	3,791.40
Parks & Rec	
Park	4,663.64
TOTAL Parks & Rec	4,663.64

Cash Flow Report FY2023 YTD CASH

7/1/2023 through 6/30/2024

7/29/2024

Page 3

Category	7/1/2023- 6/30/2024
Special Events	
Festival	5,875.45
Services	1,975.00
TOTAL Special Events	7,850.45
TOTAL Community	20,899.97
Elections	3,521.75
Emp	
Benefits	
Dental	912.00
Fees	50.00
Life	729.60
NCLGERS	22,342.56
Vision	168.00
TOTAL Benefits	24,202.16
Bond	550.00
FICA	
Med	2,207.26
Soc Sec	9,437.96
TOTAL FICA	11,645.22
Payroll	2,353.96
Unemp	50.13
Work Comp	2,081.18
TOTAL Emp	40,882.65
Fire Protection	12,000.00
Office	
Bank	19.55
Clerk	45,660.00
Council	14,400.00
Deputy Clerk	12,155.94
Dues	7,695.00
Equip	462.86
Finance Officer	42,180.00
Ins	4,452.90
Maint	
Materials	1,400.37
Service	23,985.36
TOTAL Maint	25,385.73
Mayor	6,000.00
Misc	497.87
Post	600.00
Records	5,672.56
Supplies	2,291.58
Tel	9,176.70
Util	3,639.51
TOTAL Office	180,290.20
Planning	
Administration	
Contract	1,717.63
Salaries	39,468.00
TOTAL Administration	41,185.63
Annexation	26.00

Cash Flow Report FY2023 YTD CASH

7/1/2023 through 6/30/2024

7/29/2024

Page 4

Category	7/1/2023- 6/30/2024
Misc	725.77
TOTAL Planning	41,937.40
Street Lighting	1,827.21
Tax Coll	
Contract	1,290.95
TOTAL Tax Coll	1,290.95
Training	
Staff	355.00
TOTAL Training	355.00
Travel	835.80
TOTAL EXPENSES	324,287.20
 TRANSFERS	
FROM Check Min Spgs	100,000.00
FROM Idle Funds First National	10,000.00
FROM SLFRF Revenues	875.26
FROM SLFRF Fund	39,948.89
TO Check Min Spgs	-50,824.15
TO NCCMT_Cash	-100,000.00
TO SER Grant Project Fund	-2,910.00
TOTAL TRANSFERS	-2,910.00
 OVERALL TOTAL	 49,015.62

Account Balances History Report - As of 6/30/2024

(Includes unrealized gains)

Account	6/29/2023 Balance	6/30/2023 Balance	7/31/2023 Balance	8/31/2023 Balance	9/30/2023 Balance	10/31/2023 Balance	11/30/2023 Balance
ASSETS							
Cash and Bank Accounts							
Check Min Spgs	53,397.12	53,216.61	15,011.53	7,889.29	47,798.58	32,301.51	18,043.40
Idle Funds First National	375,215.45	375,415.91	375,623.16	365,829.81	366,018.74	366,227.32	366,422.98
NCCMT_Cash	914,608.72	918,364.48	922,305.69	926,405.59	930,400.12	934,549.46	938,589.55
SLFRF Revenues	40,556.84	40,578.51	40,600.91	40,623.32	40,644.30	40,667.46	40,689.19
TOTAL Cash and Bank Account...	1,383,778.13	1,387,575.51	1,353,541.29	1,340,748.01	1,384,861.74	1,373,745.75	1,363,745.12
Other Assets							
State Revenues Receivable	0.00	63,009.40	58,938.16	55,688.85	0.00	0.00	0.00
TOTAL Other Assets	0.00	63,009.40	58,938.16	55,688.85	0.00	0.00	0.00
TOTAL ASSETS	1,383,778.13	1,450,584.91	1,412,479.45	1,396,436.86	1,384,861.74	1,373,745.75	1,363,745.12
LIABILITIES							
Other Liabilities							
Accounts Payable	692.77	2,412.67	1,423.10	1,423.10	692.77	692.77	692.77
Restricted Fund Balance	39,948.89	39,948.89	39,948.89	39,948.89	39,948.89	39,948.89	39,948.89
TOTAL Other Liabilities	40,641.66	42,361.56	41,371.99	41,371.99	40,641.66	40,641.66	40,641.66
TOTAL LIABILITIES	40,641.66	42,361.56	41,371.99	41,371.99	40,641.66	40,641.66	40,641.66
OVERALL TOTAL	1,343,136.47	1,408,223.35	1,371,107.46	1,355,064.87	1,344,220.08	1,333,104.09	1,323,103.46

Account Balances History Report - As of 6/30/2024

(Includes unrealized gains)

Account	12/31/2023 Balance	1/31/2024 Balance	2/29/2024 Balance	3/31/2024 Balance	4/30/2024 Balance	5/31/2024 Balance	6/30/2024 Balance
ASSETS							
Cash and Bank Accounts							
Check Min Spgs	110,300.02	98,062.50	94,620.12	135,297.05	105,960.81	101,585.76	60,209.07
Idle Funds First National	366,612.21	366,827.66	367,017.10	367,206.64	367,415.90	367,618.73	367,802.04
NCCMT_Cash	942,781.78	946,982.80	950,922.26	955,152.03	959,257.25	963,514.91	1,067,990.41
SLFRF Revenues	40,710.20	40,734.12	40,755.16	40,776.21	40,799.45	40,821.97	0.00
TOTAL Cash and Bank Account...	1,460,404.21	1,452,607.08	1,453,314.64	1,498,431.93	1,473,433.41	1,473,541.37	1,496,001.52
Other Assets							
State Revenues Receivable	0.00	0.00	0.00	0.00	0.00	0.00	62,764.33
TOTAL Other Assets	0.00	0.00	0.00	0.00	0.00	0.00	62,764.33
TOTAL ASSETS	1,460,404.21	1,452,607.08	1,453,314.64	1,498,431.93	1,473,433.41	1,473,541.37	1,558,765.85
LIABILITIES							
Other Liabilities							
Accounts Payable	692.77	692.77	692.77	692.77	692.77	692.77	2,206.54
Restricted Fund Balance	39,948.89	39,948.89	39,948.89	39,948.89	39,948.89	39,948.89	0.00
TOTAL Other Liabilities	40,641.66	40,641.66	40,641.66	40,641.66	40,641.66	40,641.66	2,206.54
TOTAL LIABILITIES	40,641.66	40,641.66	40,641.66	40,641.66	40,641.66	40,641.66	2,206.54
OVERALL TOTAL	1,419,762.55	1,411,965.42	1,412,672.98	1,457,790.27	1,432,791.75	1,432,899.71	1,556,559.31

Mineral Springs Monthly Revenue Summary 2023-24

TOWN OF MINERAL SPRINGS												
REVENUE SUMMARY 2023-24 (Amounts in red are estimated)												
Source	Budget	Receivable	Rec'd YTD	% of Budget	July	August	September	October	November			
Property Tax - prior	\$ 600.00	\$ 217.20	\$ 382.80	63.8%	\$ -	\$ 69.13	\$ 71.24	\$ 31.19	\$ 6.15			
Property Tax - 2023	\$ 81,835.00	\$ (537.99)	\$ 82,372.99	100.7%	\$ -	\$ 115.30	\$ 4,203.56	\$ 5,193.39	\$ 3,941.07			
Interest	\$ 39,000.00	\$ (13,257.70)	\$ 52,257.70	134.0%	\$ 4,170.86	\$ 4,328.96	\$ 4,204.44	\$ 4,381.08	\$ 4,257.48			
Sales Tax - Electric	\$ 208,000.00	\$ (2,204.72)	\$ 210,204.72	101.1%	\$ -	\$ -	\$ -	\$ -	\$ -			
Sales Tax - Sales & Use	\$ 38,400.00	\$ (454.75)	\$ 38,854.75	101.2%	\$ -	\$ -	\$ 3,478.82	\$ 3,269.46	\$ 3,395.22			
Sales Tax - Other Util.	\$ 22,300.00	\$ 2,198.34	\$ 20,101.66	90.1%	\$ -	\$ -	\$ -	\$ -	\$ -			
Sales Tax - Alc. Bev.	\$ 12,780.00	\$ (2,919.98)	\$ 15,699.98	122.8%	\$ -	\$ -	\$ -	\$ -	\$ -			
Vehicle Taxes	\$ 8,175.00	\$ (981.44)	\$ 9,156.44	112.0%	\$ -	\$ 764.80	\$ -	\$ 1,628.48	\$ -			
Zoning Fees	\$ 4,500.00	\$ (2,015.00)	\$ 6,515.00	144.8%	\$ 250.00	\$ 700.00	\$ 245.00	\$ 405.00	\$ 710.00			
Other	\$ 3,600.00	\$ 168.89	\$ 3,431.11	95.3%	\$ 935.00	\$ 855.00	\$ 60.00	\$ -	\$ -			
Totals	\$ 419,190.00	\$ (19,787.15)	\$ 438,977.15	104.7%	\$ 5,355.86	\$ 6,833.19	\$ 12,263.06	\$ 14,908.60	\$ 12,309.92			
GRAND TOTAL			\$ 438,977.15		\$ 5,355.86	\$ 6,833.19	\$ 12,263.06	\$ 14,908.60	\$ 12,309.92			
December	January	February	March	April	May	June	June a/r					
Property Tax - prior	\$ 33.79	\$ 6.93	\$ 59.68	\$ 8.51	\$ 37.85	\$ 0.48	\$ 12.10	\$ 45.75				
Property Tax - 2023	\$ 40,030.68	\$ 14,288.26	\$ 11,478.09	\$ 1,955.09	\$ 603.35	\$ 285.37	\$ 165.01	\$ 113.82				
Interest	\$ 4,402.47	\$ 4,440.39	\$ 4,149.94	\$ 4,440.36	\$ 4,337.72	\$ 4,483.01	\$ 4,660.99	\$ -				
Sales Tax - Electric	\$ 61,128.50	\$ -	\$ -	\$ 48,699.17	\$ -	\$ -	\$ 49,777.05	\$ 50,600.00				
Sales Tax - Sales & Use	\$ 3,163.56	\$ 3,201.95	\$ 3,301.38	\$ 3,634.09	\$ 2,784.29	\$ 2,837.80	\$ 3,431.79	\$ 6,356.39				
Sales Tax - Other Util.	\$ 4,921.94	\$ -	\$ -	\$ 4,722.74	\$ -	\$ -	\$ 5,736.98	\$ 4,720.00				
Sales Tax - Alc. Bev.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,699.98	\$ -	\$ -				
Vehicle Taxes	\$ 839.50	\$ 1,443.68	\$ 712.46	\$ 632.01	\$ 818.78	\$ 729.79	\$ 658.57	\$ 928.37				
Zoning Fees	\$ 250.00	\$ 350.00	\$ 510.00	\$ 770.00	\$ 780.00	\$ 495.00	\$ 1,050.00	\$ -				
Other	\$ -	\$ -	\$ -	\$ 1,574.90	\$ 1.22	\$ 0.78	\$ 4.21	\$ -				
Totals	\$ 114,770.44	\$ 23,731.21	\$ 20,211.55	\$ 66,436.87	\$ 9,363.21	\$ 24,532.21	\$ 65,496.70	\$ 62,764.33				
GRAND TOTAL	\$ 114,770.44	\$ 23,731.21	\$ 20,211.55	\$ 66,436.87	\$ 9,363.21	\$ 24,532.21	\$ 65,496.70	\$ 62,764.33				

Mineral Springs Budget Comparison 2023-24

TOWN OF MINERAL SPRINGS										
BUDGET COMPARISON 2023-24 (Including Budget Amendment 2023-01)										
Appropriation dept	Budget	Unspent	Spent YTD	% of Budget	July	August	September	October	November	
Advertising	\$ 1,200.00	\$ 503.55	\$ 696.45	58.0%	\$ -	\$ 54.72	\$ 54.72	\$ 109.44	\$ -	
Attorney	\$ 7,200.00	\$ 3,135.41	\$ 4,064.59	56.5%	\$ 300.00	\$ 764.59	\$ 300.00	\$ 600.00	\$ -	
Audit	\$ 5,230.00	\$ -	\$ 5,230.00	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Charities & Agencies	\$ 11,080.00	\$ 580.00	\$ 10,500.00	94.8%	\$ -	\$ -	\$ -	\$ -	\$ -	
Community Projects	\$ 36,988.00	\$ 15,134.23	\$ 21,853.77	59.1%	\$ 4,760.50	\$ 2,506.71	\$ 4,870.15	\$ 1,250.82	\$ 992.02	
Contingency	\$ 2,100.00	\$ 2,100.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Overhead	\$ 40,950.00	\$ 67.35	\$ 40,882.65	99.8%	\$ 5,943.92	\$ 3,168.63	\$ 2,974.82	\$ 1,494.22	\$ 4,852.97	
Elections	\$ 3,600.00	\$ 78.25	\$ 3,521.75	97.8%	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire Protection	\$ 12,000.00	\$ -	\$ 12,000.00	100.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Intergovernmental	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Office & Administrative	\$ 189,612.00	\$ 8,986.17	\$ 180,625.83	95.3%	\$ 24,934.83	\$ 12,090.28	\$ 11,476.63	\$ 15,911.41	\$ 12,716.35	
Planning & Zoning	\$ 49,468.00	\$ 7,530.60	\$ 41,937.40	84.8%	\$ 5,476.33	\$ 3,289.00	\$ 3,289.00	\$ 3,347.73	\$ 3,486.34	
Street Lighting	\$ 1,850.00	\$ 22.79	\$ 1,827.21	98.8%	\$ 121.17	\$ 121.08	\$ -	\$ 287.68	\$ -	
Tax Collection	\$ 1,600.00	\$ 278.17	\$ 1,321.83	82.6%	\$ -	\$ 25.77	\$ 53.42	\$ 113.29	\$ 49.33	
Training	\$ 3,000.00	\$ 2,645.00	\$ 355.00	11.8%	\$ -	\$ -	\$ -	\$ -	\$ -	
Travel	\$ 3,600.00	\$ 2,615.51	\$ 984.49	27.3%	\$ -	\$ -	\$ -	\$ -	\$ 213.54	
Capital Outlay	\$ 49,712.00	\$ 49,712.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals	\$ 419,190.00	\$ 93,389.03	\$ 325,800.97	77.7%	\$ 41,536.75	\$ 22,020.78	\$ 23,018.74	\$ 23,114.59	\$ 22,310.55	
Off Budget:										
Interfund Transfers (SER)								\$ 2,910.00		
Interfund Transfers (CSLFRF)										
Total Off Budget:			\$ 2,910.00		\$ -	\$ -	\$ -	\$ 2,910.00	\$ -	

Mineral Springs Budget Comparison 2023-24

Appropriation dept	December	January	February	March	April	May	June	June a/p
Advertising	\$ 228.84	\$ -	\$ -	\$ -	\$ -	\$ 203.96	\$ -	\$ 44.77
Attorney	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ -
Audit	\$ -	\$ 5,230.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Charities & Agencies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500.00	\$ -
Community Projects	\$ 602.11	\$ 2,688.71	\$ 297.82	\$ 297.82	\$ 1,465.40	\$ 317.72	\$ 850.19	\$ 953.80
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Overhead	\$ 1,356.19	\$ 3,354.41	\$ 3,147.63	\$ 3,460.59	\$ 1,326.23	\$ 6,791.84	\$ 3,011.20	\$ -
Elections	\$ -	\$ 3,521.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Protection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office & Administrative	\$ 11,832.09	\$ 12,769.89	\$ 11,914.37	\$ 13,653.54	\$ 27,804.13	\$ 12,481.66	\$ 12,705.02	\$ 335.63
Planning & Zoning	\$ 3,117.66	\$ 3,289.00	\$ 3,289.00	\$ 3,289.00	\$ 3,091.66	\$ 3,683.68	\$ 3,289.00	\$ -
Street Lighting	\$ 147.85	\$ 147.85	\$ 153.68	\$ 169.58	\$ 339.16	\$ 169.58	\$ 169.58	\$ -
Tax Collection	\$ 526.61	\$ 226.73	\$ 165.60	\$ 44.25	\$ 35.15	\$ 27.23	\$ 23.57	\$ 30.88
Training	\$ -	\$ -	\$ 80.00	\$ -	\$ -	\$ 275.00	\$ -	\$ -
Travel	\$ -	\$ -	\$ 155.89	\$ 104.80	\$ -	\$ 173.58	\$ 187.99	\$ 148.69
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 18,111.35	\$ 31,528.34	\$ 19,503.99	\$ 21,319.58	\$ 34,361.73	\$ 24,424.25	\$ 43,036.55	\$ 1,513.77
Off Budget:								
Interfund Transfers (SER)								
Interfund Transfers (CSLFRF)								
Total Off Budget:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

June 2024 Cash Flow Report - Cash - Jun 2024

6/1/2024 through 6/30/2024

7/11/2024

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Category	6/1/2024- 6/30/2024
INCOME	
Interest Income	4,660.99
Other Inc	
Zoning	1,050.00
TOTAL Other Inc	1,050.00
Prop Tax 2023	
Receipts 2023	
Int	5.88
Tax	159.13
TOTAL Receipts 2023	165.01
TOTAL Prop Tax 2023	165.01
Prop Tax 2024	
Prepayments	4.21
TOTAL Prop Tax 2024	4.21
Prop Tax Prior Years	
Prop Tax 2020	
Receipts	
Int	0.00
Tax	0.00
TOTAL Receipts	0.00
TOTAL Prop Tax 2020	0.00
Prop Tax 2021	
Receipts 2021	
Int	0.07
Tax	4.83
TOTAL Receipts 2021	4.90
TOTAL Prop Tax 2021	4.90
Prop Tax 2022	
Receipts 2022	
Int	1.05
Tax	6.15
TOTAL Receipts 2022	7.20
TOTAL Prop Tax 2022	7.20
TOTAL Prop Tax Prior Years	12.10
Sales Tax	
Cable TV	4,106.55
Electricity	49,777.05
Natural Gas Excise	1,055.26
Sales & Use Dist	3,431.79
telecommunications	575.17
TOTAL Sales Tax	58,945.82
Veh Tax	
Int 2023	7.32
Tax 2023	651.25
TOTAL Veh Tax	658.57
TOTAL INCOME	65,496.70
EXPENSES	
Attorney	300.00
Charities & Agencies	10,500.00

June 2024 Cash Flow Report - Cash - Jun 2024

6/1/2024 through 6/30/2024

7/11/2024

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Category	6/1/2024- 6/30/2024
Community	
Greenway	112.52
Parks & Rec	
Park	737.67
TOTAL Parks & Rec	737.67
TOTAL Community	850.19
Emp	
Benefits	
NCLGERS	1,861.88
TOTAL Benefits	1,861.88
FICA	
Med	182.89
Soc Sec	782.00
TOTAL FICA	964.89
Payroll	184.43
TOTAL Emp	3,011.20
Fire Protection	12,000.00
Office	
Clerk	3,805.00
Council	1,200.00
Deputy Clerk	940.50
Equip	86.39
Finance Officer	3,515.00
Maint	
Materials	42.38
Service	608.00
TOTAL Maint	650.38
Mayor	500.00
Misc	183.18
Supplies	472.35
Tel	1,108.29
Util	243.93
TOTAL Office	12,705.02
Planning	
Administration	
Salaries	3,289.00
TOTAL Administration	3,289.00
TOTAL Planning	3,289.00
Street Lighting	169.58
Tax Coll	
Contract	23.57
TOTAL Tax Coll	23.57
Travel	187.99
TOTAL EXPENSES	43,036.55
TRANSFERS	
FROM Check Min Spgs	100,000.00
FROM SLFRF Revenues	40,824.15
FROM SLFRF Fund	39,948.89
TO Check Min Spgs	-40,824.15
TO NCCMT_Cash	-100,000.00

June 2024 Cash Flow Report - Cash - Jun 2024
6/1/2024 through 6/30/2024

7/11/2024

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Category	6/1/2024- 6/30/2024
TO SLFRF Fund	-39,948.89
TOTAL TRANSFERS	0.00
OVERALL TOTAL	22,460.15

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Register Report - Jun 2024

6/1/2024 through 6/30/2024

7/29/2024

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Date	Num	Description	Memo	Category	Amount
6/3/2024	EFT	Debit Card (Ipowerw... Web Hosting 24 months (FY2023)		Office:Tel	-553.95
6/3/2024	6889	Bucket, Mop, And Br... I/N OLMC-243 janitorial 06/2024 (...		Office:Maint:Service	-188.00
6/3/2024	6890	Clark, Griffin & McC... I/N 8493 6/2024 (FY2023)		Attorney	-300.00
6/4/2024	6891	Taylor & Sons Mowi... I/N 0018 06/2024 (FY2023)		Office:Maint:Service	-420.00
6/4/2024	EFT	Point And Pay 06-019-002 (FY2023)		Other Inc:Zoning	250.00
6/4/2024	DEP	Deposit #23025 Zoning (FY2023)		Other Inc:Zoning	600.00
6/4/2024	TXF...	The Town of Mineral... Closeout (FY2023)		[SLFRF Fund]	39,948.89
		Interest Transfer (FY2023)		[SLFRF Revenues]	875.26
6/7/2024	TXFR	Transfer Money [NC... Transfer Money (FY2023)		[NCCMT_Cash]	-100,000.00
6/7/2024	EFT	Debit Card (Lowe's) Trash Bags (FY2023)		Office:Maint:Materials	-21.33
6/10/2024	6892	Carolina Office Syst... I/N IN2795774 Copier Contract 05...		Office:Supplies	-209.31
6/10/2024	6893	Frederick Becker III 3/2024-4/2024 reimbursement: mil...		Travel	-187.99
6/10/2024	6894	Forms & Supply, Inc. I/N 1370623-0 (FY2023)		Office:Supplies	-198.28
6/10/2024	6895	Union County Water... A/N 84361*00 (FY2023)		Office:Util	-49.88
6/10/2024	6896	Union County Water... A/N 91052*00 (FY2023)		Community:Parks & Rec:Park	-28.99
6/10/2024	6897	Subscriber Renewals A/N 0099595 E-J subscription 202...		Office:Misc	-183.18
6/10/2024	EFT	Point And Pay 06-111-005 (FY2023)		Other Inc:Zoning	150.00
6/11/2024	EFT	Debit Card (AOL) AOL Troubleshooting Svc 06/24 (...		Office:Tel	-11.23
6/17/2024	EFT...	NC Department of R... FY2023		Sales Tax:Natural Gas Excise	1,055.26
		FY2023		Sales Tax:Electricity	49,777.05
		FY2023		Sales Tax:telecommunications	575.17
		FY2023		Sales Tax:Cable TV	4,106.55
6/17/2024	EFT	NC Department of R... Sales & Use Distribution 04/24 (F...		Sales Tax:Sales & Use Dist	3,431.79
6/17/2024	6898	Quadient Finance U... 7900 0440 3484 2470 INV 611018...		Office:Equip	-86.39
6/17/2024	6899	Toi Toi USA LLC I/N INV191506 Portable units 06/2...		Community:Parks & Rec:Park	-279.68
6/17/2024	6900	Windstream 061348611 6/12/2024 (FY2023)		Office:Tel	-428.13
6/17/2024	6901	American Red Cross 2024 Contribution (FY2023)		Charities & Agencies	-2,000.00
6/17/2024	6902	Catawba Lands Con... Corporate Sponsorship 2024 (FY2...		Charities & Agencies	-2,500.00
6/17/2024	6903	Council On Aging In ... 2024 Contribution (FY2023)		Charities & Agencies	-3,500.00
6/17/2024	6904	Turning Point 2024 Contribution (FY2023)		Charities & Agencies	-2,500.00
6/17/2024	6905	Mineral Springs Vol... Fire Suppression Agreement (FY...		Fire Protection	-10,000.00
6/17/2024	6906	Waxhaw Comm. Vol... Fire Suppression Agreement (FY2...		Fire Protection	-2,000.00
6/17/2024	6907	City Of Monroe A/N 514654 Natural Gas 5/2024 (...		Office:Util	-24.29
6/17/2024	6908	Carolina Office Syst... I/N IN2814468 Copier Contract 06...		Office:Supplies	-64.76
6/17/2024	EFT...	Union County 05/2024 (FY2023)		Prop Tax 2023:Receipts 2023:Tax	159.13
		05/2024 (FY2023)		Prop Tax 2023:Receipts 2023:Int	5.88
		05/2024 (FY2023)		Prop Tax Prior Years:Prop Tax 2...	6.15
		05/2024 (FY2023)		Prop Tax Prior Years:Prop Tax 2...	1.05
		05/2024 (FY2023)		Prop Tax Prior Years:Prop Tax 2...	4.83
		05/2024 (FY2023)		Prop Tax Prior Years:Prop Tax 2...	0.07
		05/2024 (FY2023)		Prop Tax Prior Years:Prop Tax 2...	0.00
		05/2024 (FY2023)		Prop Tax Prior Years:Prop Tax 2...	0.00
		05/2024 (FY2023)		Prop Tax 2024:Prepayments	4.21
		05/2024 (FY2023)		Tax Coll:Contract	-2.26
6/20/2024	6909	Duke Power 9100 3284 5041 (Old School) (FY...		Office:Util	-28.45
6/20/2024	6910	Duke Power{Office} 9100 3284 4818 (FY2023)		Office:Util	-141.31
6/20/2024	EFT...	Debit Card (SmartSi... Signs (FY2023)		Community:Greenway	-112.52
		Handicap Sign (FY2023)		Office:Maint:Materials	-21.05
6/24/2024	EFT...	NC State Treasurer 06/24 LGERS contribution FY2023		Office:Clerk	-228.30
		06/24 LGERS contribution FY2023		Office:Finance Officer	-210.90
		06/24 LGERS contribution FY2023		Planning:Administration:Salaries	-197.34

Register Report - Jun 2024

6/1/2024 through 6/30/2024

7/29/2024

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Date	Num	Description	Memo	Category	Amount
			06/24 employer contribution FY2023	Emp:Benefits:NCLGERS	-1,861.88
6/24/2024	EFT...	Union County {NCV...	May 2024 (FY2023)	Veh Tax:Tax 2023	652.89
			May 2024 (FY2023)	Veh Tax:Int 2023	7.32
			May 2024 Refunds (FY2023)	Veh Tax:Tax 2023	-1.64
			May 2024 (FY2023)	Tax Coll:Contract	-21.31
6/27/2024	EFT...	Paychex	Salary 06/24 (FY2023)	Office:Clerk	-3,576.70
			06/24 (FY2023)	Office:Deputy Clerk	-940.50
			Salary 06/24 (FY2023)	Office:Finance Officer	-3,304.10
			Salary 06/24 (FY2023)	Office:Mayor	-500.00
			Salary 06/24 (FY2023)	Office:Council	-1,200.00
			Salary 06/24 (FY2023)	Planning:Administration:Salaries	-3,091.66
			FY2023	Emp:FICA:Soc Sec	-782.00
			FY2023	Emp:FICA:Med	-182.89
6/27/2024	6911	Playground Guardian	I/N 13931 Inspect Play Structure (...)	Community:Parks & Rec:Park	-429.00
6/27/2024	6912	Duke Power	9100 3284 5207 (FY2023)	Street Lighting	-169.58
6/27/2024	6913	Verizon Wireless	221474588-00001 (FY2023)	Office:Tel	-114.98
6/27/2024	DEP	Deposit	#23026 Zoning (FY2023)	Other Inc:Zoning	50.00
6/28/2024	EFT	Paychex Fees	Fees 06/24 (FY2023)	Emp:Payroll	-184.43
6/1/2024 - 6/30/2024					-41,376.69

TOTAL INFLOWS 101,661.50

TOTAL OUTFL... -143,038.19

NET TOTAL -41,376.69

Accounts Receivable 6/30/24

6/2/2024 through 6/30/2024

7/25/2024

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Category	6/2/2024- 6/30/2024
INCOME	
Prop Tax 2023	
Receipts 2023	
Int	5.49
Tax	108.33
TOTAL Receipts 2023	113.82
TOTAL Prop Tax 2023	113.82
Prop Tax Prior Years	
Prop Tax 2020	
Receipts	
Int	0.00
Tax	0.00
TOTAL Receipts	0.00
TOTAL Prop Tax 2020	0.00
Prop Tax 2021	
Receipts 2021	
Int	0.17
Tax	0.74
TOTAL Receipts 2021	0.91
TOTAL Prop Tax 2021	0.91
Prop Tax 2022	
Receipts 2022	
Int	5.74
Tax	39.10
TOTAL Receipts 2022	44.84
TOTAL Prop Tax 2022	44.84
TOTAL Prop Tax Prior Years	45.75
Sales Tax	
Cable TV	3,900.00
Electricity	50,600.00
Natural Gas Excise	240.00
Sales & Use Dist	6,356.39
telecommunications	580.00
TOTAL Sales Tax	61,676.39
Veh Tax	
Int 2023	9.47
Tax 2023	918.90
TOTAL Veh Tax	928.37
TOTAL INCOME	62,764.33
OVERALL TOTAL	62,764.33

Accounts Receivable 6/30/24

6/2/2024 through 6/30/2024

7/25/2024

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Date	Description	Memo	Category	Amount
6/30/2024	NC Department ...	Sales & Use Distribution 06/24 EST (...	Sales Tax:Sales & Use Dist	3,230.00
6/30/2024	NC Department ...	Sales & Use Distribution 05/24 (FY20...	Sales Tax:Sales & Use Dist	3,126.39
6/30/2024	Union County	06/2024 (FY2023)	Prop Tax 2023:Receipts 2023:Tax	108.33
		06/2024 (FY2023)	Prop Tax 2023:Receipts 2023:Int	5.49
		06/2024 (FY2023)	Prop Tax Prior Years:Prop Tax 2022:Receipts 2...	39.10
		06/2024 (FY2023)	Prop Tax Prior Years:Prop Tax 2022:Receipts 2...	5.74
		06/2024 (FY2023)	Prop Tax Prior Years:Prop Tax 2021:Receipts 2...	0.74
		06/2024 (FY2023)	Prop Tax Prior Years:Prop Tax 2021:Receipts 2...	0.17
		05/2024 (FY2023)	Prop Tax Prior Years:Prop Tax 2020:Receipts:Tax	0.00
		05/2024 (FY2023)	Prop Tax Prior Years:Prop Tax 2020:Receipts:Int	0.00
6/30/2024	Union County {N...	June 2024 (FY2023)	Veh Tax:Tax 2023	917.66
		June 2024 (FY2023)	Veh Tax:Int 2023	9.47
		June 2024 Refunds (FY2023)	Veh Tax:Tax 2023	1.24
6/30/2024	NC Department ...	Electricity 6/30/2024 EST (FY2023)	Sales Tax:Electricity	50,600.00
6/30/2024	NC Department ...	Cable TV 6/30/2024 EST (FY2023)	Sales Tax:Cable TV	3,900.00
6/30/2024	NC Department ...	Telecommunications 6/30/2024 EST (...	Sales Tax:telecommunications	580.00
6/30/2024	NC Department ...	Natural Gas 6/30/2024 EST (FY2023)	Sales Tax:Natural Gas Excise	240.00
6/2/2024 - 6/30/2024				62,764.33
TOTAL INFLOWS				62,764.33
TOTAL OUTFL...				0.00
NET TOTAL				62,764.33

Accounts Payable 6/30/24

6/2/2024 through 6/30/2024

7/25/2024

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Category	6/2/2024- 6/30/2024
EXPENSES	
Ads	44.77
Community	
Maint	930.23
Parks & Rec	
Park	23.57
TOTAL Parks & Rec	23.57
TOTAL Community	953.80
Office	
Util	335.63
TOTAL Office	335.63
Tax Coll	
Contract	30.88
TOTAL Tax Coll	30.88
Travel	148.69
TOTAL EXPENSES	1,513.77
OVERALL TOTAL	-1,513.77

Accounts Payable - as of 6/30/24

6/2/2024 through 6/30/2024

7/25/2024

Page 1

Date	Description	Memo	Category	Amount
6/30/2024	Duke Power	9100 3284 4610 (Christmas Lights) (FY2...	Community:Maint	-255.23
6/30/2024	Frederick Becker III	5/24 - 6/24 reimbursement: mileage (FY...	Travel	-148.69
6/30/2024	Lancaster News, Pagelan...	A/N 000132909 Budget Ad (FY2023)	Ads	-44.77
6/30/2024	Ken Newell	Welcome Signs 4/24 - 6/24 (FY2023)	Community:Maint	-675.00
6/30/2024	Union County Water {Offi...	A/N 84361*00 (FY2023)	Office:Util	-49.28
6/30/2024	Union County Water {Park}	A/N 91052*00 (FY2023)	Community:Parks & Rec:...	-23.57
6/30/2024	City Of Monroe	A/N 514654 Natural Gas 6/2024 (FY2023)	Office:Util	-23.54
6/30/2024	Union County {Property T...	6/24 Regular Taxes Commission (FY2023)	Tax Coll:Contract	-1.99
6/30/2024	Duke Power{Office}	9100 3284 4818 (FY2023)	Office:Util	-234.20
6/30/2024	Duke Power	9100 3284 5041 (Old School) (FY2023)	Office:Util	-28.61
6/30/2024	Union County {NCVTS}	6/24 NCVTS Commission (FY2023)	Tax Coll:Contract	-28.89
6/2/2024 - 6/30/2024				-1,513.77

TOTAL INFLOWS	0.00
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TOTAL OUTFLOWS	-1,513.77
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NET TOTAL	-1,513.77
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June 2024

- Revenue Details
 - Transfers

NC Sales & Use Distribution

April 2024 Collections

Summary

UNION	3,080,892.21	2,011,983.55	1,641,086.86	-	4.51	439,448.23	-	(509,520.93)	6,663,894.43
(AD VALOREM)	1,660.29	1,084.26	884.38	-	-	236.81	-	1,087.97	4,953.71
FAIRVIEW	-	-	-	-	-	-	-	-	-
HEMBY BRIDGE	-	-	-	-	-	-	-	-	-
INDIAN TRAIL	140,811.63	91,957.35	75,005.58	-	0.21	20,084.90	-	92,272.16	420,131.83
LAKE PARK	10,069.00	6,575.58	5,363.41	-	0.01	1,436.21	-	6,598.10	30,042.31
MARSHVILLE	16,767.26	10,949.90	8,931.35	-	0.02	2,391.63	-	10,987.39	50,027.55
MARVIN	12,647.98	8,259.79	6,737.15	-	0.02	1,804.07	-	8,288.08	37,737.09
MINERAL SPRINGS	1,150.20	751.14	612.67	-	-	164.06	-	753.72	3,431.79
MINT HILL *	54.40	35.53	28.98	-	-	7.76	-	35.65	162.32
MONROE	335,974.09	219,408.63	178,962.01	-	0.49	47,922.23	-	220,159.77	1,002,427.22
STALLINGS *	62,994.51	41,138.71	33,555.04	-	0.09	8,985.33	-	41,279.55	187,953.23
UNIONVILLE	2,281.11	1,489.69	1,215.07	-	-	325.37	-	1,494.79	6,806.03
WAXHAW	161,433.47	105,424.49	85,990.14	-	0.24	23,026.34	-	105,785.41	481,660.09
WEDDINGTON *	20,765.76	13,561.13	11,061.22	-	0.03	2,961.96	-	13,607.56	61,957.66
WESLEY CHAPEL	2,641.88	1,725.28	1,407.24	-	-	376.83	-	1,731.19	7,882.42
WINGATE	8,301.06	5,421.02	4,421.69	-	0.01	1,184.04	-	5,439.59	24,767.41
TOTAL	3,858,444.85	2,519,766.05	2,055,262.79	-	5.63	550,355.77	-	-	8,983,835.09

Utilities Sales Distribution
Gas, Power, Telecommunications, and Video Programming

Distribution Report for
Qtr 1/1/2024 - 3/31/2024

Distribution Date
June 17, 2024

Prefix	City/County	Sales Tax on Piped Natural Gas	Sales Tax on Electricity	Sales Tax on Telecommunication Services	Sales Tax on Video Programming	Total Distribution
County of	Union	\$ -	\$ -	\$ -	\$ 98,959.36	\$ 98,959.36
Town of	Fairview	\$ 91.68	\$ 31,684.11	\$ 3,414.28	\$ 1,417.20	\$ 36,607.27
Town of	Hemby Bridge	\$ 1,389.78	\$ 11,888.00	\$ 1,619.47	\$ 2,821.52	\$ 17,718.77
Town of	Indian Trail	\$ 95,923.37	\$ 364,945.19	\$ 9,905.68	\$ 60,568.89	\$ 531,343.13
Town of	Lake Park	\$ 10,147.86	\$ 24,875.40	\$ 117.74	\$ 3,368.71	\$ 38,509.71
Town of	Marshville	\$ -	\$ 54,700.20	\$ 2,468.99	\$ 2,181.68	\$ 59,350.87
Town of	Marvin	\$ 17,565.89	\$ 46,007.03	\$ 6,351.69	\$ 12,104.12	\$ 82,028.73
Town of	Mineral Springs	\$ 1,055.26	\$ 49,777.05	\$ 575.17	\$ 4,106.55	\$ 55,514.03
City of	Monroe	\$ 64,055.87	\$ 830,603.70	\$ 37,934.66	\$ 40,444.75	\$ 973,038.98
Town of	Stallings	\$ 42,840.46	\$ 177,931.20	\$ 1,002.50	\$ 33,823.55	\$ 255,597.71
Town of	Unionville	\$ -	\$ 44,188.89	\$ 6,515.46	\$ 5,086.47	\$ 55,790.82
Town of	Waxhaw	\$ 34,916.25	\$ 255,397.88	\$ 7,105.49	\$ 57,509.95	\$ 354,929.57
Town of	Weddington	\$ 23,096.75	\$ 99,780.74	\$ 826.86	\$ 22,745.76	\$ 146,450.11
Village of	Wesley Chapel	\$ 16,989.50	\$ 45,653.14	\$ 1,036.85	\$ 18,258.75	\$ 81,938.24
Town of	Wingate	\$ -	\$ 33,024.94	\$ 1,944.00	\$ 4,443.75	\$ 39,412.69

Jurisdiction Collection by year
 Union County
 Date Distributed: 5/1/2024 to 5/31/2024

990 - TOWN OF MINERAL SPRINGS

Year	Taxes, Assessments and Misc. Charges	Late List	Interest	Total Collected	Commission	Net of Commission
2021	4.83	0.00	0.07	4.90	0.06	4.84
2022	6.15	0.00	1.05	7.20	0.09	7.11
2023	158.20	0.93	5.88	165.01	2.06	162.95
2024	4.21	0.00	0.00	4.21	0.05	4.16
Total:	173.39	0.93	7.00	181.32	2.26	179.06
Grand Total:	173.39	0.93	7.00	181.32	2.26	179.06

VENDOR NUMBER	VENDOR NAME	EFT NUMBER	EFT DATE	EFT AMOUNT
10870	TOWN OF MINERAL SPRINGS	86765	06/17/2024	\$179.06

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
06/04/2024	2411 TAXES	TAX/FEE/INT-MAY 2024	\$179.06



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

Vendor Number	EFT Number	EFT Date
10870	86765	06/17/2024

*** One Hundred And Seventy-Nine Dollars And Six Cents ***

\$179.06

Pay To 10870
 The TOWN OF MINERAL SPRINGS
 Order Of PO BOX 600
 MINERAL SPRINGS, NC 28108

**EFT COPY
 NON-NEGOTIABLE**

NCVTS AP Receipt Distribution
For the month Ending: May

NCVTS

Jurisdiction	Entity	Vendor #	Inv #	Tax & Fee Amt	Int Only Amt	Conn Cst	Pending Refunds	Net Amt	Status/Check#
001	Union County	0		\$ 571,365.78	\$ 9,039.93	\$ (18,661.72)	(\$3,146.26)	\$ 558,597.73	No Check 1
002	Education Operating Fund	0		1,260,383.75	12,425.58	(41,002.59)	(4,920.18)	1,226,886.56	No Check 2
003	Voter Approved Debt Tax	0		63,582.93	1,361.40	(2,084.48)	(450.33)	62,409.52	No Check 3
004	Education Debt Fund	0		98,352.38	969.82	(3,199.59)	(883.85)	95,738.76	No Check 4
005	Economic Development Fund	0		13,136.96	129.32	(427.37)	(51.26)	12,787.65	No Check 5
011	Countywide Fire Tax	0		28.42	11.29	(1.10)	-	38.61	No Check 11
012	Countywide EMS Tax	0		39.63	15.89	(1.55)	-	53.97	No Check 12
013	Griffith Rd	0		490.00	5.08	(15.39)	-	479.69	No Check 13
014	Stack Rd	0		1,142.46	14.52	(35.23)	4.29	1,126.04	No Check 14
015	Springs Fire Tax	0		9,699.01	95.71	(317.09)	16.31	9,493.94	No Check 15
016	Fairview	0		3,625.37	46.73	(118.79)	6.94	3,560.25	No Check 16
017	New Salem	0		3,475.47	29.27	(108.61)	2.11	3,398.24	No Check 17
018	Beaver Lane	0		3,689.93	50.66	(108.23)	0.63	3,632.99	No Check 18
019	Bakers	0		11,116.56	108.50	(354.89)	(37.91)	10,832.26	No Check 19
020	Stallings Fire Tax	0		14,158.74	162.23	(477.71)	(35.88)	13,807.38	No Check 20
021	Unionville	0		8,345.18	94.31	(261.99)	(7.21)	8,170.29	No Check 21
022	Wingate	0		4,759.56	66.22	(135.37)	(22.55)	4,667.86	No Check 22
023	Hemby Bridge Fire Tax	0		17,684.88	227.24	(591.36)	(70.47)	17,250.29	No Check 23
024	Allens Crossroads	0		1,914.54	23.69	(58.07)	3.26	1,883.42	No Check 24
025	Jackson	0		1,581.64	16.70	(52.16)	(18.92)	1,527.26	No Check 25
026	Wesley Chapel Fire Tax	0		24,036.03	273.47	(820.74)	(117.31)	23,371.45	No Check 26
027	Lanes Creek	0		1,472.94	15.36	(42.68)	(2.16)	1,443.46	No Check 27
028	Waxhaw Fire Tax	0		13,754.90	174.75	(460.48)	(94.20)	13,374.97	No Check 28
029	Sandy Ridge	0		1,885.08	19.11	(54.77)	-	1,849.42	No Check 29
030	Providence	0		163.40	2.19	(5.52)	-	160.07	No Check 30
101	Village of Marvin	1832	VTFNAP2211-1	19,633.15	58.28	(670.78)	(73.04)	18,947.61	_____ 101
200	City of Monroe	103-25	VTFNAP2211-1	279,033.69	2,622.65	(6,237.07)	(3,007.75)	270,411.52	_____ 200
222	Monroe Downtown Service District	103-25	VTFNAP2211-2	242.28	11.02	(8.98)	-	244.32	_____ 222
300	Town of Wingate	4064	VTFNAP2211-1	11,083.71	97.12	(314.15)	-	10,866.68	_____ 300
400	Town of Marshville	5861	VTFNAP2211-1	14,003.38	279.79	(376.00)	-	13,907.17	_____ 400
500	Town of Waxhaw	8268	VTFNAP2211-1	137,081.57	1,266.68	(4,620.38)	(808.36)	132,919.51	_____ 500
600	Town of Indian Trail	2924	VTFNAP2211-1	104,840.08	1,236.27	(3,478.91)	(121.62)	102,475.82	_____ 600
700	Town of Stallings	4860-2	VTFNAP2211-1	39,815.19	491.38	(1,340.96)	(353.99)	38,611.62	_____ 700
800	Town of Weddington	7518	VTFNAP2211-1	12,137.71	166.00	(413.79)	(77.63)	11,812.29	_____ 800
900	Village of Lake Park	1833	VTFNAP2211-1	6,437.89	75.15	(218.88)	-	6,294.16	_____ 900
930	Town of Fairview	19458	VTFNAP2211-1	1,203.24	17.96	(39.49)	1.90	1,183.61	_____ 930
970	Village of Wesley Chapel	9262	VTFNAP2211-1	1,853.85	19.91	(61.98)	(19.26)	1,792.52	_____ 970
980	Town of Unionville	11590	VTFNAP2211-1	1,938.60	20.17	(61.34)	(2.35)	1,895.08	_____ 980
990	Town of Mineral Springs	10870	VTFNAP2211-1	652.89	7.32	(21.31)	(1.64)	637.26	_____ 990
999	Schools	0		827.36	330.43	(32.30)	-	1,125.49	No Check 999
Total				\$ 2,760,670.13	\$ 32,079.10	\$ (89,293.80)	(\$13,788.69)	\$ 2,689,666.74	
									AP Total \$ 611,999.17

VENDOR NUMBER	VENDOR NAME	EFT NUMBER	EFT DATE	EFT AMOUNT
10870	TOWN OF MINERAL SPRINGS	86927	06/24/2024	\$637.26

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
06/01/2024	VTFNAP2410-1-A	CASH RECEIVED MAY 2024 & REFUNDS	\$637.26



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

Vendor Number	EFT Number	EFT Date
10870	86927	06/24/2024

*** Six Hundred And Thirty-Seven Dollars And Twenty-Six Cents ***

\$637.26

Pay To 10870
 The TOWN OF MINERAL SPRINGS
 Order Of PO BOX 600
 MINERAL SPRINGS, NC 28108

**EFT COPY
 NON-NEGOTIABLE**



First National Bank

Redefining Convenience in Banking

MONROE MAIN
2593 WEST ROOSEVELT BLVD
MONROE, NC 281100000

Processing Date: 06/04/2024 15:57:44 #103
Calendar Date: 06/04/2024 03

Account Closesout
Checking/WHA

\$40,824.15
XXXXXXXX2730

Thank you for banking with us.
1-800-555-5455 / fnb-online.com



First National Bank

Redefining Convenience in Banking

MONROE MAIN
2593 WEST ROOSEVELT BLVD
MONROE, NC 281100000

Processing Date: 06/04/2024 15:59:04 #104
Calendar Date: 06/04/2024 03

Deposit
Checking/WHA

\$40,824.15
XXXXXXXX0871

Deposits of checks not drawn on
First National Bank may not be available
for immediate withdrawal

Thank you for banking with us.
1-800-555-5455 / fnb-online.com



c/o Capital Management of the Carolinas, LLC
 1520 South Boulevard, Suite 230
 Charlotte, NC 28203

CONFIRMATION STATEMENT

Transaction Date: 06/06/24

Page 1 of 1

Contacting Us



CLIENT SERVICES

800-222-3232

8:30 a.m. - 4:30 p.m. ET

TOWN OF MINERAL SPRINGS
 ATTN FREDERICK BECKER III
 PO BOX 600
 MINERAL SPRINGS NC 28108-0600



NORTH CAROLINA CAPITAL MGMT TRUST-GOVT NCCTX

Account Owner	Fund Number	Account Number	CUSIP
TOWN OF MINERAL SPRINGS			

ACCOUNT TRANSACTIONS

ACTIVITY

Trade	Transaction Description	Dollar Amount	Share Price	Shares this Transaction	Total Shares Owned
	BEGINNING BALANCE AS OF 06/05/24	\$963,514.91			963,514.910
06/06/24	INVESTMENT BY EFT	100,000.00	1.00	100,000.000	1,063,514.910
	SALES CHRG PERCENT 0.00				
	ENDING BALANCE AS OF 06/06/24	\$1,063,514.91			1,063,514.910

FB
 2024.06.13



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: August 1, 2024
Agenda Item 5 Consideration of the Proposed Rezoning of Tax Parcel #06-019-002 from RA20 to General Business (GB) and Adopting Ordinance-2024-01

Included on the following pages is:

1. Zoning Map Amendment (ZMA24-02) Application for Rezoning Tax Parcel #06-019-002 from RA20 to General Business (GB).
2. A snippet of the Mineral Springs Official Zoning Map locating Tax Parcel #06-019-002 highlighting the subject property with a crosshatch.
3. Certification of Mail Notification.
4. Statement of Consistency/Inconsistency and Reasonableness – DRAFT.
5. Ordinance 2024-01 Amending the Mineral Springs Official Zoning Map if the council chooses to approve the proposed rezoning.

Town of Mineral Springs

P.O. Box 600 ~ Mineral Springs, NC 28108
704-243-0505 (office) ~ 704-289-5331 (mobile) ~ 704-243-1705 (fax)

ZONING MAP AMENDMENT APPLICATION

Application # ZMA 24-02

Date of Application 06/04/24

Applicant/Owner Information

I. Applicant's Name BAE PROPERTIES LLC
Address 4512 MURPHY LN MONROE, NC 28112
Phone 704-491-4147 Alex Boryczewski
Email Alexland1939@yahoo.com

II. Property Location Mailing address PO Box 301 Mineral Springs, NC 28108

A. Property Location 6020 Waxhaw Hwy Mineral Springs NC

B. Tax Map Book _____ Map _____ Parcel(s) 06019002

C. Deed Book DB 3888 Page 206

D. Existing Zoning RA-20 Proposed Zoning ~~RA-20~~ GENERAL BUSINESS (GB)

E. Existing Use _____

F. Property Size 0.35 ACRES (Sq. Ft./Acres)

Other Required Information (Attach the Following)

- A. The application shall be accompanied by two (2) copies of a map, drawn to an appropriate scale. This map shall be prepared by a certified engineer or registered licensed surveyor and shall be signed and certified to be correct by the preparer. The map shall contain the following:
1. If not in a subdivision of record, the subject property plus such additional property as to show the location of the subject property with reference to the nearest street intersection, railroad, stream or other feature easily identifiable on the ground. In addition, all property lines which abut the property shall be shown as well as the names and addresses of all abutting property owners.
 2. If the property is in a subdivision of record, a map of such portion of the subdivision drawn to scale, that would relate the subject property to the closest street intersection, and in addition, the

name of the subdivision and the plat book and page number on which the plat is recorded. In addition, the names of all abutting property owners shall be indicated.

3. All property lines with dimensions, distances of lot from the nearest street intersection and north arrow.
 4. Adjoining streets with rights-of-way and paving widths.
 5. Existing location of building on lot and a listing of uses of all structures.
 6. Zoning classification of all abutting lots.
- B. A legal description of the subject property(s).
- C. The applicant shall include the names and addresses of all abutting property owners as shown on the current records of the Union County Tax Supervisor's Office. Abutting property shall be construed to mean and include property on the opposite side of any street, stream, railroad, road or highway from the property sought to be rezoned, and, in the event the owner of the property sought to be rezoned owns other property adjoining the property sought to be rezoned, the adjoining property shall also be construed to mean and include property adjoining the other property of the owner which adjoins the property sought to be rezoned. Applicants shall use Attachment "A" (As many sheets as necessary to list abutting property owners).
- D. Certification from owner of record that applicant has authorization to apply for this zoning action. (This is needed only if the applicant is not the property owner).
- E. State whether or not the applicant or owner, owns, has a proprietary interest, or in any way has any other contractual interest in any land which is contiguous to the land which is the subject of this request. If so, please provide a sufficient legal description of such land and state the interest of the applicant or owner.
- F. Application processing fee. Attached check, payable to the Town of Mineral Springs in the amount of \$250.00*.

* Plus any engineering fees.

I hereby certify that all of the information provided for this application and all attachments is true and correct to the best of my knowledge.


Applicant

JUNE 04, 2024
Date

NORTH CAROLINA, UNION COUNTY

I, Jeffery S. Gordon, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed descriptions recorded in Deed Book 3888, Page 206); that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that the ratio of precision as calculated is 1: 10,000 ±; that this plat was prepared in accordance with G.S. 47-30 as amended.

I also certify that this survey is of another category, such as the recombination of existing parcels, a court-ordered survey, of other exemption or exception to the definition of subdivision.

Witness my original signature, registration number and seal this 20th day of MARCH, A.D., 2023.

Seal or Stamp



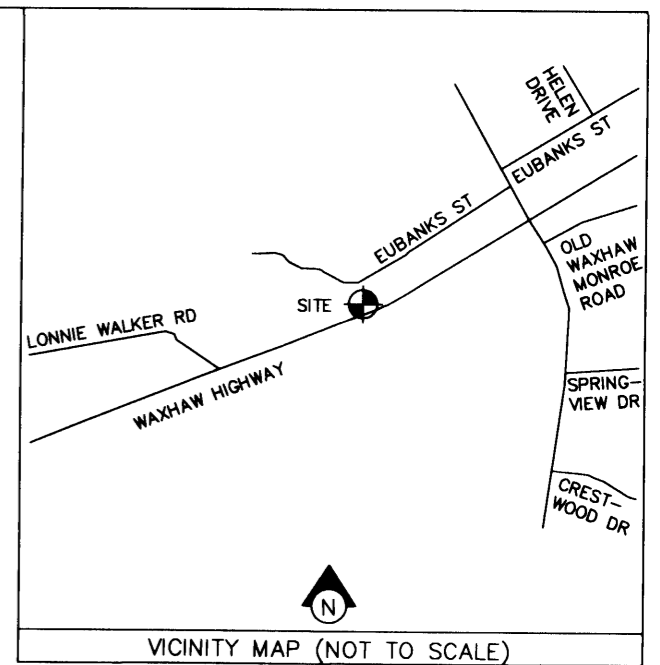
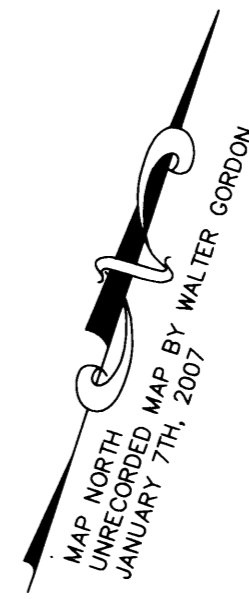
Signature of Jeffery S. Gordon, Professional Land Surveyor, Registration Number L-3751.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVIDED JURISDICTION OF THE TOWN OF MINERAL SPRINGS, NORTH CAROLINA, THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION ESTABLISH MINIMUM BUILDING SETBACKS, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE, EASEMENTS WHERE DULY NOTED.

OWNER: *[Signature]*

DATE: April 5 2023



CERTIFICATE OF APPROVAL OF AN EXEMPT PLAT

I certify that the plat is exempt from subdivision regulations in accordance with NCGS 160B-002 and meets the minimum zoning standards of the Town of Mineral Springs.

Signature of Vicki Brooks, Ordinance Administrator

Date: 4/6/2023

NORTH CAROLINA, UNION COUNTY

I, Sharon R. Brown, THE UNDERSIGNED, A NOTARY PUBLIC OF UNION COUNTY, NORTH CAROLINA, AFORESAID CERTIFY THAT Ayer Balcyczewski, MEMBER/MANAGER OF BAE PROPERTIES, LLC PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS 5th DAY OF April, 2023

MY COMMISSION EXPIRES: 10/27/27 Sharon R. Brown NOTARY PUBLIC

SHARON R BROWN NOTARY PUBLIC Union County North Carolina My Commission Expires October 27, 2027

- 1. TAX I.D. #06-019-002
2. AREA CALCULATED BY COORDINATES.
3. NO NCGS MONUMENT FOUND WITHIN 2000'
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES, MEASURED WITH ELECTRONIC METERS.
5. #5 REBARS SET AT ALL NEW LOT CORNERS, EXCEPT IN THE CENTERLINE OF WAXHAW HWY, (COMPUTED POINTS ONLY).
7. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM UNION COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OF FORMERLY
8. PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS AND OR RIGHTS OF WAY, EITHER RECORDED OR IMPLIED.
9. ONE (1) EXISTING LOT ON THIS PLAT.
10. THIS PROPERTY IS NOT SUBJECT TO A FEMA SPECIAL FLOOD HAZARD ZONE AS PER THE NFIP, FIRM MAP, NO. 3710449300J, PANEL 4493, EFFECTIVE DATE: OCTOBER 16, 2008.
6. CURRENT ZONING: RA-20 (MINERAL SPRINGS)
SETBACKS: FRONT - 40' REAR - 40' SIDE - 15'

CSX RAILROAD 100' R/W UNION CO. GIS

N/F JULIA BAKER DB 3875 PG 783 #06-039-005A

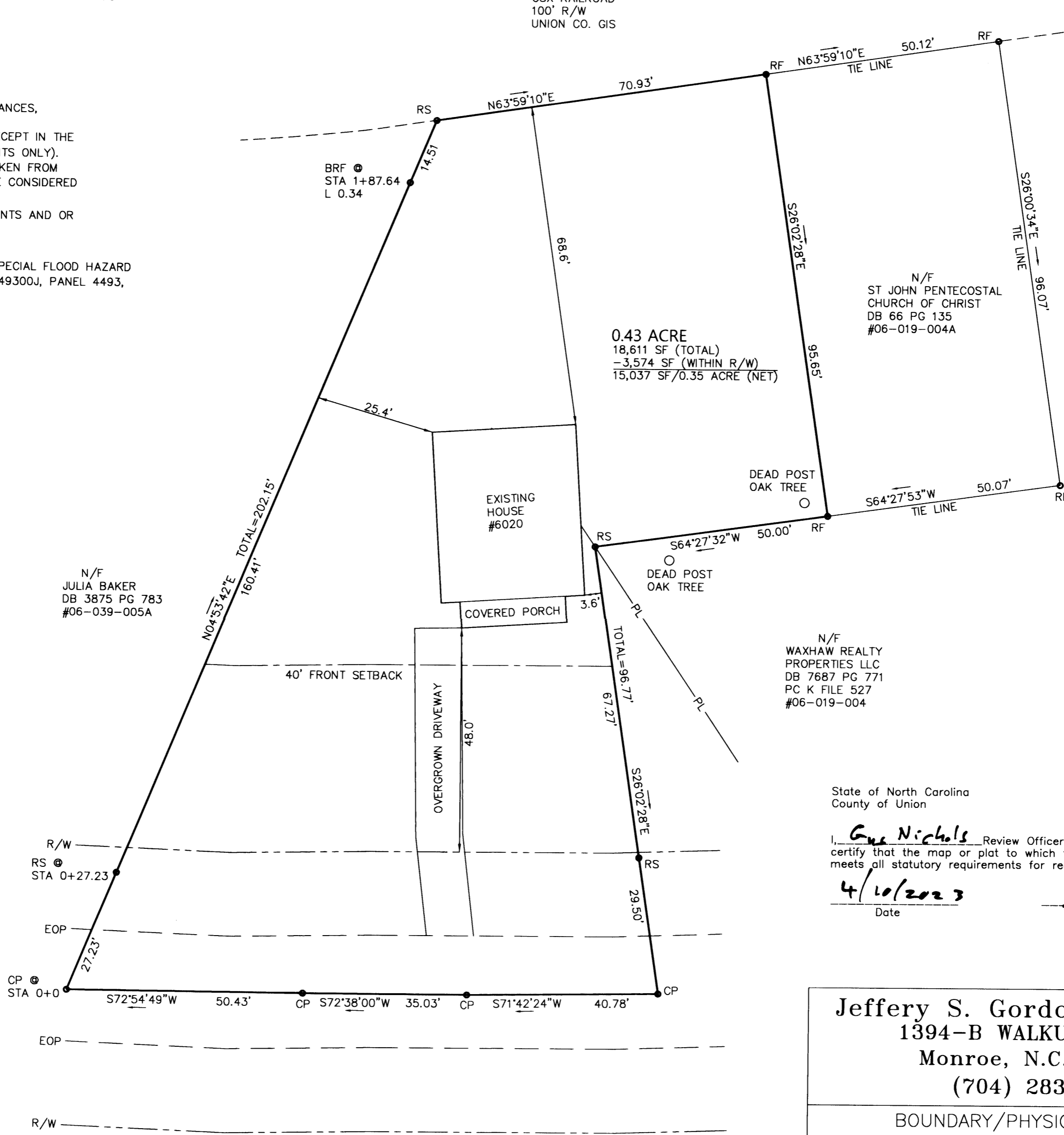
0.43 ACRE 18,611 SF (TOTAL) - 3,574 SF (WITHIN R/W) 15,037 SF/0.35 ACRE (NET)

N/F ST JOHN PENTECOSTAL CHURCH OF CHRIST DB 66 PG 135 #06-019-004A

N/F WAXHAW REALTY PROPERTIES LLC DB 7687 PG 771 PC K FILE 527 #06-019-004

LEGEND

- RF - REBAR FOUND
RS - REBAR SET
CP - COMPUTED POINT
BRF - BENT REBAR FOUND
PL - POWER LINE
EOP - EDGE OF PAVEMENT
SF - SQUARE FEET
PC - PLAT CABINET
DB - DEED BOOK
PG - PAGE
R/W - RIGHT OF WAY
N/F - NOW OR FORMERLY
#6020 - ADDRESS
#06-019-004 - TAX I.D.



FILED Apr 10, 2023 08:58 am UNION COUNTY NC CRYSTAL D. GILLIARD CLERK OF DEEDS

Cab R File 210

State of North Carolina County of Union

I, Gae Nichols, Review Officer of Union County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date: 4/10/2023

Signature of Gae Nichols, Review Officer

Jeffery S. Gordon Surveying 1394-B WALKUP AVENUE Monroe, N.C. 28110 (704) 283-9726

BOUNDARY/PHYSICAL PLAT FOR: BAE PROPERTIES LLC

Property of: Bae Properties, LLC Legal Ref: DB 3888 PG 206 Town of Mineral Springs, Union County, NC

Scale: 1" = 20' Date: 20 March 2023

Surveyed by: Jeffery S. Gordon, NCPLS, L-3751

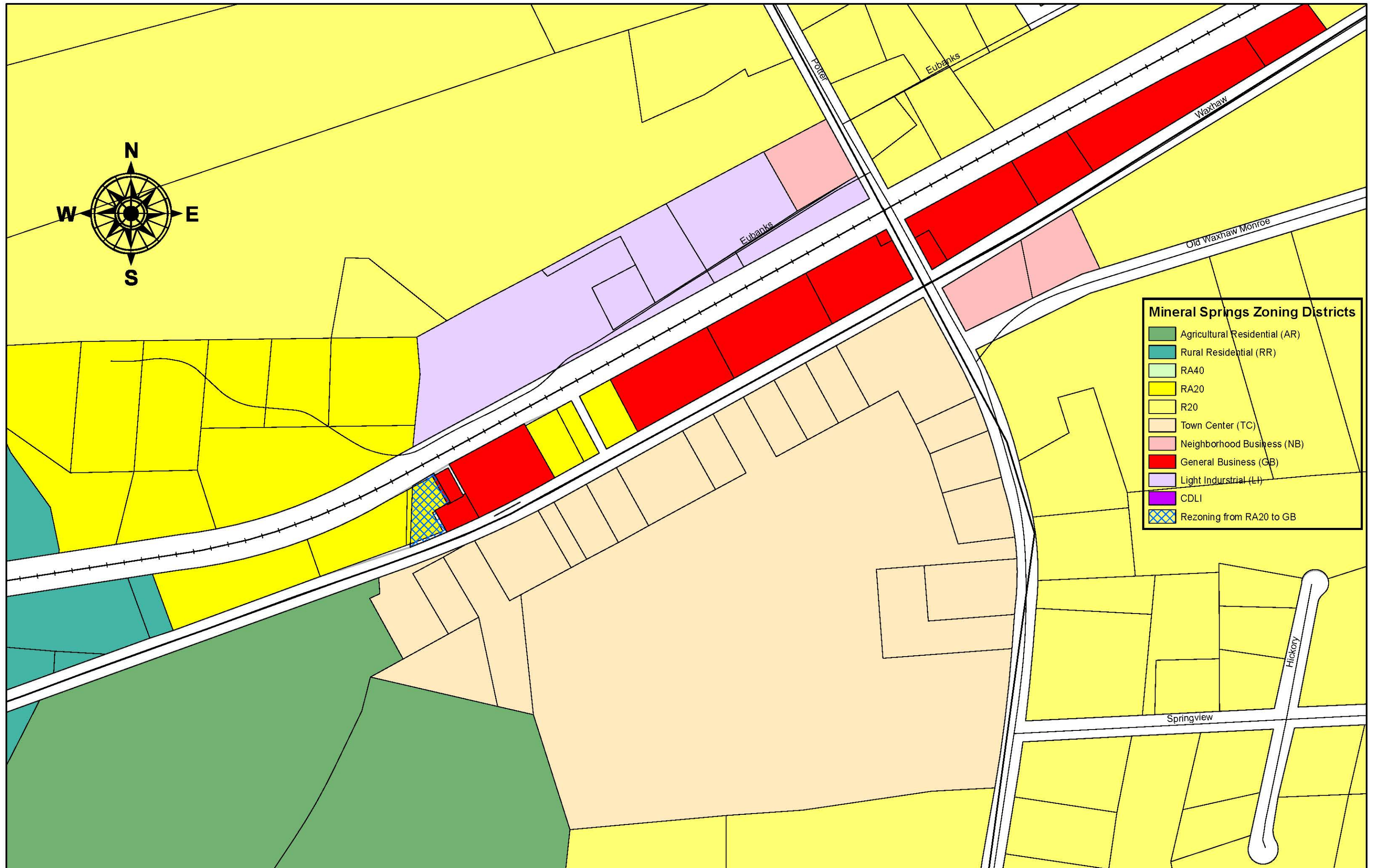
DWG. FILE: C:\NEWPROJECTS\WAXHAWHWY6020-MINERALSPRINGS.DWG

GRAPHIC SCALE



(IN FEET) 1 inch = 20 ft.

Mineral Springs Official Zoning Map

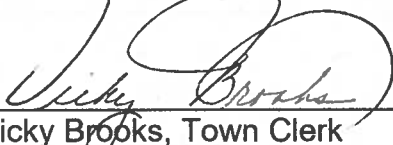


0 0.0325 0.065 0.13 0.195 0.26 mile

July 23, 2024

CERTIFICATION OF MAIL NOTIFICATION TOWN OF MINERAL SPRINGS, NORTH CAROLINA

I, Vicky Brooks, Clerk of the Town of Mineral Springs, North Carolina, sent a notice of Legislative Public Hearing for the proposed Zoning Map Amendment (ZMA24-02) on Tax Parcel #06-019-002 to the persons identified on the attachment herein cited as "Adjoining Property Owners within 200 feet of Tax Parcel #06-019-002". The date of the Legislative Public Hearing is August 8, 2024. Said notices were delivered via first class mail on July 29, 2024 to the addresses as shown on the attachment: Certification of Mailing.



Vicky Brooks, Town Clerk
Town of Mineral Springs

July 29, 2024
Date

Attachment: Adjoining Property Owners of Tax Parcel #06-019-002

**Certification of Mailing
Adjoining Property Owners Within 200 Feet
of Tax Parcel #06-019-002**

BROOKLANDWOOD LLC
PO BOX 215
MINERAL SPRINGS, NC 28108

~~BARRINO GEORGE W HEIRS
UNKNOWN
UNKNOWN, NC 28110~~
NO ADDRESS

BAKER JULIA R
PO BOX 721
MINERAL SPRINGS, NC 28108

WAXHAW REALTY PROPERTIES
LLC
2107 MONARDA WAY
WAXHAW, NC 28173

~~WAXHAW REALTY PROPERTIES
LLC
2107 MONARDA WAY
WAXHAW, NC 28173~~ **DUPLICATE**

THOMPSON REVEREND CARNELL
CLEVELAND
1016 MT KISCO DR
CHARLOTTE, NC 28213

THOMPSON CHAPEL AME ZION
CHURCH
PO BOX 92
MINERAL SPRINGS, NC 28108

MINERAL SPRINGS FERTILIZER
INC
PO BOX 8
MINERAL SPRINGS, NC 28108

BAE PROPERTIES LLC
PO BOX 301
MINERAL SPRINGS, NC 28108

ST JOHN PENTECOSTAL CHURCH OF
CHRIST C/O BLESSED HOPE BAPTIST CHURCH
PO Box 22
MINERAL SPRINGS, NC 281080420

MORRISON LESTER L
PO BOX 22
MINERAL SPRINGS, NC 28108

MCCLENDON ANGELA DENISE
PO BOX 1
MINERAL SPRINGS, NC 28108

TOWN OF MINERAL SPRINGS PLANNING BOARD

STATEMENT OF CONSISTENCY AND REASONABLENESS

Mineral Springs Proposed Map Amendment on Tax Parcel #06-019-002 from RA20 to General Business (GB)

In reference to the proposed map amendment as described below:

BAE Properties, LLC on tax parcel #06-019-002, Deed Book 3888, Page 206 recorded in the Union County, North Carolina Registry.

The Mineral Springs Planning Board hereby declares the proposed rezoning of the above-described property from RA20 to General Business (GB) is "**consistent**" with the Mineral Springs Comprehensive Plan adopted May 12, 2022 based on:


1. The Community Vision for the Future is to have more retail, businesses, and shopping.

The Mineral Springs Planning Board acknowledges that the Future Land Use Map (FLUM) will automatically be amended with Mineral Springs Town Council approval of this map amendment.


The Mineral Springs Planning Board finds the proposed map amendment to be "**reasonable**" based on the property being adjoined by GB and the railroad tracks.

The Mineral Springs Planning Board hereby recommends that the Mineral Springs Town Council approve the proposed map amendment from RA20 to GB to the above-described property located at 6020 Waxhaw Highway.

RECOMMENDED by the Mineral Springs Planning Board to the Mineral Springs Town Council on this the 23rd day of July, 2024.


Richard Helms, Vice Chairman

Attest:


Vicky Brooks, CMC, NCCMC, CZO



TOWN OF MINERAL SPRINGS TOWN COUNCIL

STATEMENT OF CONSISTENCY/INCONSISTENCY AND REASONABLENESS

Mineral Springs Development Ordinance Map Amendment

In reference to the proposed map amendment from RA20 to General Business (GB) to the property located at 6020 Waxhaw Highway on Tax Parcel #06-019-002.

The Mineral Springs Town Council hereby declares the proposed map amendment is “**consistent**” with the Mineral Springs Comprehensive Plan adopted May 12, 2022 based on:

1. The Community Vision for the Future is to have more retail, businesses, and shopping.

The Mineral Springs Town Council hereby declares that the proposed map amendment is “**inconsistent**” with the Mineral Springs Future Land Use Map, which calls for this property to be zoned Town Center (TC) in the future. The Mineral Springs Town Council acknowledges that the Future Land Use Map will automatically be amended with the passage of the proposed map amendment.

The Mineral Springs Town Council finds the proposed map amendment to be “**reasonable**” based on:

1. The property is adjoined by GB and the railroad tracks.

ADOPTED by the Mineral Springs Town Council on this the 8th day of August, 2024.

Frederick Becker III, Mayor

Attest:

Vicky Brooks, CMC, NCCMC, CZO

STATE OF NORTH CAROLINA
TOWN OF MINERAL SPRINGS

**AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWN OF
MINERAL SPRINGS AS ESTABLISHED BY THE MINERAL SPRINGS
DEVELOPMENT ORDINANCE DATED JULY 12, 2019
O-2024-01**

WHEREAS, the Mineral Springs Planning Board has recommended to the Mineral Springs Town Council that Tax Parcel #06-019-002 (Deed Book 3888, Deed Page 206 found in the Union County Register of Deeds) located at 6020 Waxhaw Highway be re-classified from RA20 to General Business (GB); and

WHEREAS, pursuant to NC General Statutes 160D, Article 6 and Article 3, Section 3.9 of the Mineral Springs Development Ordinance, the Mineral Springs Town Council may amend the Official Zoning Map after holding a legislative public hearing and after the Mineral Springs Planning Board has had the opportunity to review, comment, and make a recommendation to the Town Council regarding the map amendment as well as whether the same is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable; and

WHEREAS, the Mineral Springs Planning Board reviewed the proposed map amendment at a regular meeting on July 23, 2024, held in accordance with law; and

WHEREAS, the Mineral Springs Planning Board recommended in a vote of 6 to 0 on July 23, 2024, that the Mineral Springs Town Council amend the Official Zoning Map based on the Community Vision for the Future was to have more retail, businesses, and shopping as stated in the Mineral Springs Comprehensive Plan; and

WHEREAS, in accordance with NC General Statute 160D-601 and the provisions set forth in Article 3, Section 3.9.1, Steps 5 and 6 of the Mineral Springs Development Ordinance, the Town Council duly advertised and held a public legislative hearing to consider the proposed map amendment; and

WHEREAS, after reviewing the written recommendation from the Mineral Springs Planning Board on the proposed map amendment, conducting a legislative public hearing on August 8, 2024, and careful review, the Town Council determines that:

1. The map amendment to the Official Zoning Map identifies with the results of town survey conducted prior to the adoption of the Mineral Springs Comprehensive Plan, which indicated the community vision was to have more retail, businesses, and shopping in the future, which makes the map amendment consistent with the Mineral Springs Comprehensive Plan; and
2. The map amendment to the Official Zoning Map has also been found to be inconsistent with the Mineral Springs Future Land Use Map shown in the Mineral Springs Comprehensive Plan; and

3. The Town Council acknowledges the map amendment adopted has the effect of also amending the Future Land Use Map without an additional request or application for a plan amendment per NC General Statute 160D-605(a).
4. The Town Council finds the map amendment to be reasonable because Tax Parcel #06-019-002 adjoins property that is currently zoned GB on the east side, and it abuts the railroad tracks on the north side.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF MINERAL SPRINGS, NORTH CAROLINA THAT:

- Section 1. The Official Zoning Map established by the Mineral Springs Development Ordinance effective July 12, 2019, and as subsequently amended, is hereby amended to rezone Tax Parcel #06-019-002 consisting of 0.35 acre located at 6020 Waxhaw Highway, and more specifically shown on the attached Exhibit A, from RA20 zoning. Said property shall now be zoned GB (General Business).
- Section 2. The Zoning Administrator for the Town of Mineral Springs is hereby authorized and directed to have said changes made upon the Official Zoning Map of the Town of Mineral Springs and to consequently to have said changes made upon the Future Land Use Map without further requests or applications for plan amendments; and
- Section 3. This map amendment to the Official Zoning Map of the Town of Mineral Springs is effective upon adoption.

ADOPTED this 8th day of August, 2024.

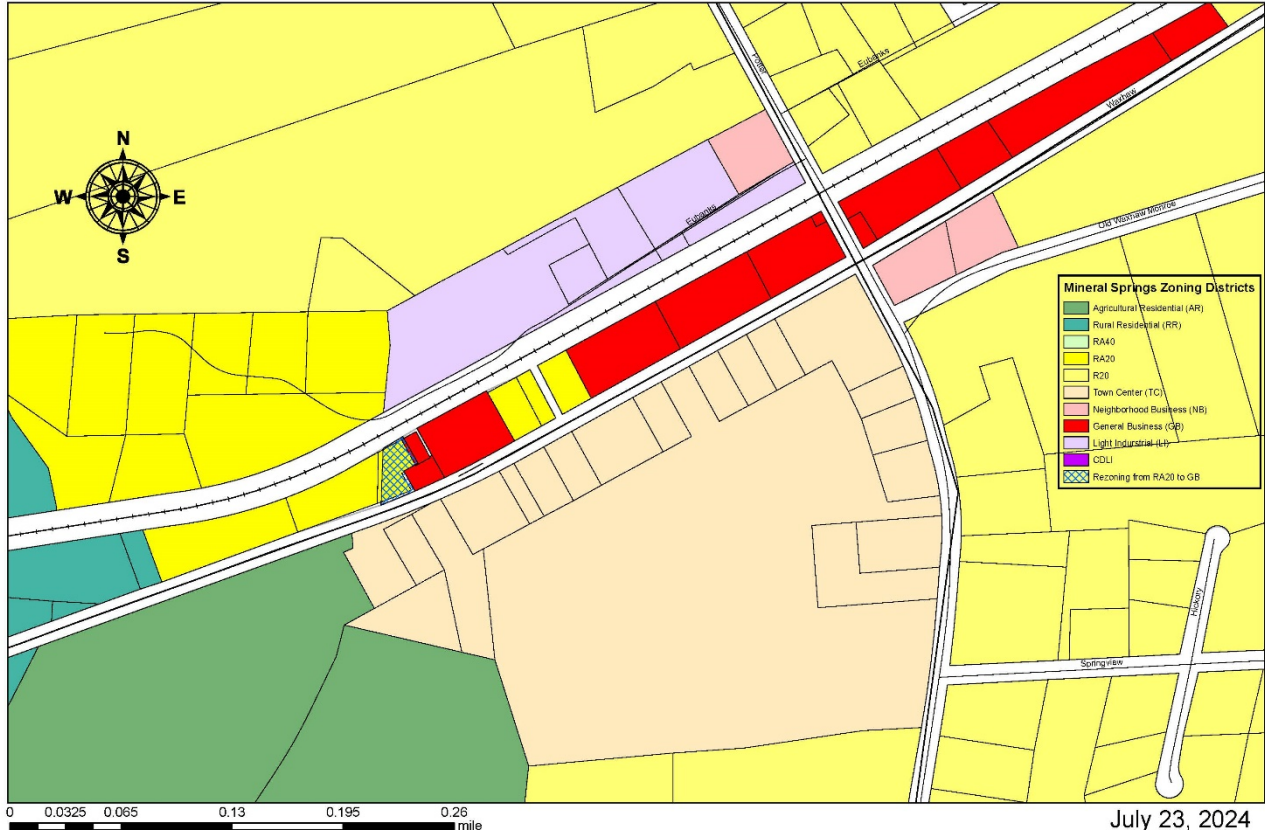
Frederick Becker III, Mayor

ATTEST:

Vicky Brooks, CMC, NCCMC, CZO

EXHIBIT A

Mineral Springs Official Zoning Map





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: July 30, 2024
Agenda Item 6 Consideration of the Landscaping Bids Opened on July 30, 2024

Included on the following pages is:

1. The original Request for Proposal
2. A bid from Blackmon's Landscaping, LLC
3. A bid from Carolina Lawn Care

Landscaping Bid Tab		
Name	Monthly Fee	Base Bid
Blackmon's Landscaping, LLC	\$1,400.00	\$16,800.00 *
Carolina Lawn Care	\$1,446.00	\$17,352.00 *

* Additional fees will be charged for pine needle applications twice yearly.

REQUEST FOR PROPOSAL

FOR

Town of Mineral Springs
3506 South Potter Road
Town Hall Landscaping and Maintenance
Tax Parcels #06-039-002A & #06-039-002B
Mineral Springs, North Carolina

SCOPE OF WORK

Please see attached document:

“Scope of Work for Mineral Springs Town Hall”

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Vicky Brooks
Town Administrator/Zoning Administrator
Town of Mineral Springs
3506 South Potter Road
P. O. Box 600
Mineral Springs, NC 28108
Phone: (704) 243-0505 x 221 ~ Fax: (704) 243-1705

up to **2:00 p.m.**, on Tuesday, July 30, 2024 and immediately thereafter will be publicly opened and read aloud.

Contractors are hereby notified that they must provide Public Liability and Property Damage Insurance in an amount not less than one million dollars (\$1,000,000) general aggregate. Certificate of Insurance shall be provided to the town with the bid. Contractors are also required to maintain a pesticide license and post signage when applying herbicides or pesticides to lawn areas. Contractors shall submit references with the bid.

Please note on the envelope – **Bid Proposal:**

Attn: Vicky Brooks
Mineral Springs Town Hall Landscaping and Maintenance Bid
(July 30, 2024)
(Contractor Name)

All bidders must attend a mandatory pre-bid site visit and inspection at the Mineral Springs Town Hall at **2:00 p.m.** on **Monday, July 22, 2024** prior to submitting proposals.

SCOPE OF WORK

For the Mineral Springs Town Hall

The Town of Mineral Springs is soliciting bids for general landscaping and maintenance of the Mineral Springs Town Hall site at 3506 South Potter Road. All labor and equipment necessary to perform the work required for the maintenance of groundcovers, annuals, perennials, shrubs and trees shall be provided by the contractor and shall form the basis of the monthly bid price. Materials consumed in the course of normal maintenance, including but not limited to leaf and debris bags, herbicides and pesticides for spot treatments, and fuel for equipment shall be included in this amount. This maintenance shall include, but not be limited to application of fertilizers, herbicides and pesticides, pruning, weeding, replacement plantings (as approved by the Town), loose trash removal, leaf removal, repair and maintenance, spring and fall cleanup.

All additional materials described herein, such as grass seed, plant material, fertilizers, mulch, lime, and other consumables shall be payable monthly in addition to the bid price based upon presentation of actual invoices.

Areas to be covered:

Approximately 90,000 square feet of lawn area.

A minimum of three tree areas.

Town Hall sign landscaping area.

One parking lot tree landscaping area.

I. **LANDSCAPING AND MAINTENANCE:**

A. Mowing

1. Lawn shall be mowed weekly during the growing season and as required during the winter months. Minimum of 40 mowings (8 months weekly – 4 months bi-weekly).
2. The height of cutting shall be maintained consistently to prevent scalping or burn. The mowing height shall be appropriate to the turf species.
3. Excessive grass clippings shall be collected and disposed of; adjacent sidewalks and streets shall be clean of clippings.
4. Mowing patterns shall be alternated each week to avoid creating ruts and compaction.

B. Edging

1. All lawn edges along sidewalks and curbs shall be edged before each mowing during the active growing season (March through October) and as required for appearance for the remainder of the year.
2. Edging shall be performed with a blade type mechanical edger at least once a month; a monofilament line trimmer may be used at all other times on a weekly basis.

3. A monofilament line trimmer shall be used to trim around obstacles within the lawn area. Care shall be taken to insure that the bark of trees and shrubs are not damaged or stripped by the line trimmer.
4. Areas where the grass meets buildings, planters and other vertical surfaces shall be trimmed in a manner to maintain a clean and even meeting point. Herbicides may not be used as a substitute for proper trimming.
5. Edging and trimming is not required around natural un-mulched wooded areas or property boundaries. Three (3) park trash cans need bags changed out each visit. (Town will provide trash bags and dumpster / disposal onsite).

C. Debris Removal

1. Litter and trash (including leaves, rubbish, paper, bottles, cans, rocks, gravel, pine cones, sticks), and other debris shall be removed from all areas on a weekly basis.
2. All refuse resulting from the maintenance operation of properties shall be disposed of by the contractor.
3. Hardscape (i.e. sidewalks, driveways, paved surfaces) shall be swept or blown off with a power blower to keep the grounds free of debris on a weekly basis during the growing season. During winter months all grounds shall be policed periodically for trash and debris and blown clear.
4. Paved surfaces and sidewalks shall be weeded as often as necessary to discourage unsightly weed growth. This control shall be accomplished through the selective use of herbicides and mechanical means.

D. Fertilization, Aeration and Reseeding

1. Conduct annual soil tests of representative lawn areas within the first month of the contract.
2. Apply fertilizer and lime, with type, quantity and frequency determined by soil test results.
3. Aerate and seed in the fall (between September 1 and October 31).
4. Maintained turf to be fertilized 4 times per year.

E. Weed Control

1. A pre-emergent shall be applied based on season and targeted weeds.
2. All areas shall be kept free of weeds. Chemical and/or mechanical means may be used as appropriate. If any weeding is not performed, maintenance will be considered unsatisfactory.
3. Before applying herbicides, the type of weed shall be identified and the control selected accordingly, using the most effective control for the species, the location and the season.
4. Weeds shall not be allowed to grow in paved areas such as driveways, walks, curbs, gutters, etc. Weeds may be removed manually or sprayed with an herbicide. Dead weeds shall be removed from the paved and mulched areas.
5. No pesticides are to be used in planted landscape beds. Weed maintenance in these areas will require hand pulling each visit.

F. Pesticides

1. Shall be applied as necessary.
2. Apply ant control annually. One (1) blanket application of service area in the spring each year. Spot treatment throughout the remainder of the mowing season.

G. Shrubs & Pine Needles

1. Pruning of shrubs shall be done twice a year to maintain growth within space limitations, to maintain or enhance the natural growth habit, or to eliminate diseased or damaged growth.
2. Mulching of the shrub and tree beds shall be maintained with fresh pine needles in the spring and fall season. Shrub and tree beds shall be kept weed free. Weed control will be accomplished with herbicides when possible and by hand pulling when danger to desirable plant material may exist.
3. Shrubbery should be fertilized in the spring season as needed, unless otherwise agreed to.
4. If mulch is more than 4" in beds, top layer should be removed before new mulch is added to prevent over mulching. Beds should not contain more than 4" of mulch. Mulch shall not be applied to plant stems. Root flare should be visible on all plants.
5. Two (2) Pine needle applications per year, spring and fall. Town needs to approve the dates of each application prior to work being performed.

H. Replacement Plantings

1. The Contractor shall report to the Town any perennial plant material not exhibiting normal growth and vigor. If it has been determined that the material is beyond reviving, a written report recommending replacement shall be given to the Town Administrator. This report shall include: (a) Identify the location, size and type of plant; (b) Identify the reason for the decline; (c) Cost of replacement. No replacement plantings are to be done without consent of the Town with the exception of annual ornamental plants and flowers.
2. Annual flowers appropriate to the season shall be planted in front of the town hall sign during the months of April and October.

PROPOSAL AND CONTRACT

for

Mineral Springs Town Hall Landscaping and Maintenance

Mineral Springs, NC

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Mineral Springs to furnish all materials, equipment, and labor necessary for the ongoing for landscaping and maintenance as described in these documents to the full and entire satisfaction of the Town of Mineral Springs for the monthly sum of:

BASE BID: _____ **Dollars \$** _____ **per month**

Respectfully submitted this _____ day of _____ 20_____

(Contractor)

Federal ID# _____

By: _____

Witness: _____

Title: _____

(Proprietorship or Partnership)

Address: _____

Attest: *(Corporation)*

Email: _____

(Corporate Seal)

By: _____ License#: _____

Title:
(Corporation Secretary/Ass't Secretary)

ACCEPTED by the TOWN OF MINERAL SPRINGS

BY: **Vicky Brooks** TITLE: **Town Administrator**

SIGNED: _____ DATE: _____

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

Finance Officer

Date

Blackmon's Landscaping, LLC
5230 Camp Creek Rd.
Lancaster, SC 29720
803-320-3220
Blackmona1@yahoo.com

July 25, 2024

Vicky Brooks
Town Administrator/Zoning Administrator
Town of Mineral Springs
3506 South Potter Road
PO Box 600
Mineral Springs, NC 28108

RE: RFP for the landscaping at the Mineral Springs Town Hall / Downtown Park

Ms. Brooks,

Enclosed is the request for proposal for Mineral Springs Town Hall and Downtown Park. I have provided references below. Please let me know if you have any questions regarding my bid. Thank you.

Matt Humphreys
Carolina Land Consultants
304-646-0100

Shawn Larson
Queensbridge HOA
716-622-7652

Jean Mattson
Courtyards at Marvin HOA
252-295-8693

Sincerely,



Bryan Blackmon

PROPOSAL AND CONTRACT

for

Mineral Springs Town Hall Landscaping and Maintenance

Mineral Springs, NC

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Mineral Springs to furnish all materials, equipment, and labor necessary for the ongoing for landscaping and maintenance as described in these documents to the full and entire satisfaction of the Town of Mineral Springs for the monthly sum of:

BASE BID: \$16,800.00 Dollars \$ 1400.00 per month

Respectfully submitted this 25th day of July 2024

Blackmon's Landscaping, LLC
(Contractor)

Federal ID# 26-1654917

By: Bryan Blackmon

Witness: _____

Title: Owner


(Proprietorship or Partnership)

Address: 5230 Camp Creek Rd.
Lancaster, SC 29720

Attest: (Corporation)

Email: blackmona1@yahoo.com

(Corporate Seal)

By: _____ License#: _____

Title:
(Corporation Secretary/Ass't Secretary)

ACCEPTED by the TOWN OF MINERAL SPRINGS

BY: Vicky Brooks TITLE: Town Administrator

SIGNED: _____ DATE: _____

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

Finance Officer Date

BLACKMON'S LANDSCAPING, LLC

Estimate

Bryan Blackmon
 5230 Camp Creek Rd.
 Lancaster, SC 29720
 803-320-3220

Date	Estimate #
7/25/2024	3681

Name / Address	
Town of Mineral Springs 3506 Potter Rd. S Mineral Springs, NC 28112	
Customer Phone	
704-243-0505 ext. 221	

Description	Qty	Rate	Total
Yearly contract: mow and trim forty times a year; pick up trash as needed; three park trash cans need bags changed out each visit; remove weeds from beds; spray weeds in turf as needed; prune small trees and shrubbery two times a year; fertilize turf four times a year; aerate, spread seed and fertilizer in the fall; apply granular fertilizer to trees and shrubbery in the spring; treat turf with preventive fungicide two times a year; pull one soil sample per year; spread lime per soil sample recommendations; installation of annuals in spring and fall in front of sign; spread fire ant bait in the spring; spread approximately 400 bales of pine straw twice a year (not to exceed 200 bales per application)	12	1,400.00	16,800.00
Total			\$16,800.00

This estimate is valid for 60 days.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Upchurch & Jowers Insurance P.O. Box 893 2004 West DeKalb St. Camden, SC 29020 Andrew D. Deese	803-432-8433	CONTACT NAME: Ashton McManus PHONE (A/C, No, Ext): 803-432-8433 FAX (A/C, No): 803-432-5469 E-MAIL ADDRESS: ashton@upjowers.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Blackmon's Landscaping, LLC 5230 Camp Creek Road Lancaster, SC 29720	INSURER A: BrickStreet Insurance	NAIC # 12372
	INSURER B: Motorists Insurance Group	13331
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5000089137	01/10/2024	01/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5000089137	01/10/2024	01/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5000092959	01/10/2024	01/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCS3004450	01/10/2024	01/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bryan Blackmon is excluded from Workers Compensation.

CERTIFICATE HOLDER TOWNMIN Town of Mineral Springs 3506 South Potter Road Mineral Springs, NC 28108	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Mineral Springs Town Hall Quote

Attn: Vicky Brooks-Town Administrator

Bid Proposal

The bid proposal from Carolina Lawn Care will include the following work with detailed descriptions of the work. Per the scope of work description from the town CLC will maintain the town location to include the following plan for the entire year. Upon acceptance of the contract, CLC will conduct a soil sample and determine where the soil is deficient in nutrients. I will not be able to give a quote for the lime amount until this step is completed. Since this contract will begin in the late summer, approximately mid-August, I will begin with weed control in the existing turf to get the lawn ready for renovation in the fall. The lawn is heavily infested with weeds and will be sprayed with Speedzone herbicide to eradicate the weeds present. Once this is done the lawn will be aerated and seeded this fall and also fertilized. Lime can also be applied now or in the winter for soil PH. The lawn will also be fertilized again going into the winter months in November. Leaf cleanup and proper mowing will continue. During January I would prefer to hand prune the crepe myrtle trees and get them away from the building roof line and to get them out of and away from the American flag and the NC state flag. I don't use gas powered saws on any crepe myrtles due to the jagged cuts they leave on them. I am happy to discuss a quote for pruning these trees this winter. There will be no charge for pruning the small amount of select limbs we discussed that are hanging low during the walk through. In mid-February, depending on the soil temps, the 1st round of pre-emergent fertilizer will be applied to control the weed germination and to feed the lawn. Mid-April the 2nd

round of pre-emergent fertilizer will be applied to control the weed germination and feed the lawn again. Proper mowing and clean-up will continue throughout the entire season. Then repeat in the fall as described at the beginning of this description of work.

Here are the times and description of my plan of action for this account

Mid-February to early March depending on soil temps the 1st round of pre-emergent will be applied. It will be a Barricade based pre-emergent fertilizer with approximately 475 pounds of fertilizer applied to the property.

Mid-April the 2nd round of pre-emergent fertilizer will be applied. It will be a Dimension based pre-emergent fertilizer. I use a split app to ensure the weed control is effective and no resistance occurs by using the same pre-emergent each time. These treatments are top of the line applications to ensure these weeds issues at the property are corrected. Approximately 475 pounds of fertilizer applied on this application also.

Mid-April depending on the air and soil temps that dictate fire ant activity, I will apply a blanket fire ant application that will control and kill the fire ants for an entire year guaranteed. It will also kill ticks, mole crickets, and fleas. I want to use this method of control due to the town's small playground and walking area to ensure the ants are taken care of and no one has issues with them. If there is an issue with the ants, I can always spot treat to get rid of the mounds if I see any. The product I will use is called Topchoice and if you have any questions about this product, you're welcome to call Bayer and they are super helpful with answering any concerns regarding the ants and this product. (4) 50-pound bags will be applied annually with this

treatment. Each bag does roughly ½ acre, so 4 bags will cover the entire property and the park area.

September-October the entire lawn will be aerated and seeded along with a starter fertilizer for the new seed. I use an aerovator* vs an aerator to renovate all my lawns. The aerovator runs on a tractor and is heavy enough to fracture the clay soil we have around here. After seeing how compacted the soil was on my walk through this will be tremendously helpful with getting new seed germinated on the property. Approximately 475pounds of fertilizer will used on this application along with 500-600 pounds of grass seed to cover the property properly and cover all the bares spots once the weeds are killed out. I use blue tag Certified weed free tall fescue grass seed for all my aeration work.

Mid-November the last application of fertilizer will be applied. It will be a high nitrogen-based application to feed the lawn and keep it green throughout the winter.

I will also plant the approved flowers in the town hall sign in the spring season and then the fall season.

The pine needles will be quoted as an extra expense twice a year upon discussing the dates with the town. Once a date is set the work will be done. The additional charge for the pine needles will be billed after the work is completed.

I will also keep the weeds out of the beds, walkways, parking areas, and away from the old town hall building via spraying as needed.

I will NOT spray any edges to avoid edging around them and will discuss a plan to fix the edging where it is sprayed now where the rip rap drainage area is on the walkway to the old town hall building.

I will also trim the shrubbery twice a year as requested in the scope of work from the town.

Monthly cost for these services: **\$1446.00**

This will cover everything related to maintaining the turf on the entire town property for an entire season. This will cover everything minus the lime application that won't be able to be determined until a soil test is done.

Now a little bit about me, my name is Garland Queen Jr and I have owned and operated Carolina Lawn Care since 2005 here in Union County. I am also a firefighter with the City of Charlotte where I have been employed since 2000. I am a very dependable and honest person who does amazing work in the turf industry. I am also local and live about 7 minutes from the town hall location. I saw how badly the property was struggling with the current lawn service and that's why I decided to stop and bid the account, as I knew I could make it look so much better. I would strongly suggest you consider how hiring these larger companies that only send their crews to do the work at their accounts works out for everyone involved. When I take an account, I* do all the work related to the account, I and don't send anyone else there without me

being present. Even when a sub is called in to do something, I will be there to ensure it's done correctly. Barring any unforeseen scheduling issue I will be there! You will ONLY ever deal directly with me on any and every issue we may have regarding the work done for the town. I also have liability insurance which I will include with a copy of in this quote, along with my state of North Carolina license for ground pesticide applicator. I am also happy to submit to and pass any back ground checks and drug screening before working for the town to ensure you are all hiring a well-qualified and safe person. I would also like to add, please don't just go by and look at my work to see how good my lawns look, please call all my references and talk to them to hear what kind of a person you're hiring to take care of the town account. Thank you!

References

Pinsak & Sayania Orthodontics

Office Manager Krystal Jackson

704-289-9473

1102 East Franklin Street

Laura Dugick

704-577-0109

1202 East Franklin Street

Catherine Weinrib

704-301-9922

6002 Bluebird Hill Lane

Keith Lago

631-921-9970

3538 Yorkshire Court

PROPOSAL AND CONTRACT

for

Mineral Springs Town Hall Landscaping and Maintenance

Mineral Springs, NC

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Mineral Springs to furnish all materials, equipment, and labor necessary for the ongoing for landscaping and maintenance as described in these documents to the full and entire satisfaction of the Town of Mineral Springs for the monthly sum of:

BASE BID: \$ 17,352.00 Dollars \$ 1,446.00 per month

Respectfully submitted this July day of 25th 2024

(Contractor)

Federal ID# 86-1566971

By: Garland W. Queen, Jr. w/ Carolina Lawn Care

Witness: [Signature]

Title: Owner

Proprietorship
(Proprietorship or Partnership)

Address: 4234 Nesbit Road
Monroe, NC 28112

Attest: (Corporation)

Email: Carolina.lawn care@yahoo.com

(Corporate Seal)

By: _____ License#: _____

Title: _____
(Corporation Secretary/Ass't Secretary)

ACCEPTED by the TOWN OF MINERAL SPRINGS

BY: Vicky Brooks TITLE: Town Administrator

SIGNED: _____ DATE: _____

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

Finance Officer Date

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED **Garland Queen Jr**
 NAME AND ADDRESS **4234 Nesbit Rd**
Monroe, NC 28112-7531

CERTIFICATE HOLDER **Town of Mineral Springs**
3506 S Potter Rd
Mineral Springs, NC 28108

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY			GL 0553600	09/16/2023	09/16/2024	GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OPS AGGREGATE	\$2,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
<input type="checkbox"/>	BUSINESSOWNERS						EACH OCCURRENCE	\$
							AGGREGATE	\$
<input type="checkbox"/>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$
<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
<input type="checkbox"/>	HIRED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	GARAGE LIABILITY							
<input type="checkbox"/>	_____ (Other)							
<input type="checkbox"/>	EXCESS LIABILITY - OCCURRENCE						EACH OCCURRENCE	\$
							AGGREGATE	\$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	
	POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
<input type="checkbox"/>	OTHER:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE 7/24/2024



LICENSE/CERTIFICATE NO.
026-33489

North Carolina Department of Agriculture & Consumer Services
Steve Troxler, Commissioner
License/Certificate

2024

NOT TRANSFERABLE
STATUTE GS 81.106.119

By Authority of the NC Pesticide Board

CLASSIFICATION 026-Ground Pesticide Applicator

EXPIRATION DATE 12/31/2024

Categories: L, E

LICENSEE OR CERTIFICATOR
QUEEN, GARLAND, JR.
CAROLINA LAWN CARE
4234 NESBIT RD.
MONROE NC 28112



Steve Troxler
STEVE TROXLER, COMMISSIONER

THIS LICENSE/CERTIFICATE MAY BE SUBJECT TO REVOCATION OR SUSPENSION AS PROVIDED BY LAW



Kendra J. Gangal, CPA

Agenda Item

#7

8/8/2024

7845 Colony Road, Suite C4-3300

Charlotte, NC 28226

Tel: 704.996.0764

www.KG-CPA.com

Email: kendra.gangal@kg-cpa.com

July 31, 2024

To the Town Council and Management
Town of Mineral Springs
PO Box 600
Mineral Springs, NC 28108

I am pleased to confirm my understanding of the services I am to provide the Town of Mineral Springs for the year ended June 30, 2024.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Town of Mineral Springs as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Mineral Springs's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the Town of Mineral Springs's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

I have also been engaged to report on supplementary information other than RSI that accompanies the Town of Mineral Springs's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Combining and individual fund statements.
- 2) Budgetary schedules.
- 3) Ad valorem tax schedules.

The objective of my audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including

omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and aware agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

I will conduct my audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, I exercise professional judgement and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures—Internal Control

I will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issues pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Audit Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the Town of Mineral Springs's compliance with provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

I will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the Town of Mineral Springs in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, and related notes services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies.

You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I may from time to time, and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

I understand that your employees will locate any documents selected by me for testing.

I expect to begin my audit in August/September 2024 and to issue my reports no later than October 31, 2024. Kendra Gangal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. My fee for these services will be at my standard hourly rates including out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$5,230. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

My invoices for these fees will be rendered each month as work progresses and are payable on presentation. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my reports. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of the Town of Mineral Springs's financial statements. My report will be addressed to Council and Management of the Town of Mineral Springs. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors report, or if necessary, withdraw from this engagement. If my opinion is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed an opinion, I may decline to express an opinion or issue reports, or I may withdraw from this engagement.

I will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that 1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and 2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during my audit I become aware that the Town of Mineral Springs is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

I appreciate the opportunity to be of service to the Town of Mineral Springs and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign, and return it to me.

Very truly yours,

Kendra Gangal, CPA

Kendra J. Gangal, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Mineral Springs.

Governance signature: _____

Title: _____

Date: _____

The	Governing Board Council
of	Primary Government Unit Town of Mineral Springs
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Kendra J. Gangal, CPA
	Auditor Address 7845 Colony Rd, Suite C4-3300 Charlotte, NC 28226

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards, 2018 revision*, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Rick Becker	Mayor/Town of Mineral Springs	msncmayor@yahoo.com

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Mineral Springs
Audit Fee (financial and compliance if applicable)	\$ 5230.00
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 5,230

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Kendra J. Gangal, CPA	
Authorized Firm Representative (typed or printed)* Kendra Gangal	Signature*
Date* 07/31/24	Email Address* kendra.gangal@kg-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Mineral Springs	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 5,230
Primary Governmental Unit Finance Officer* (typed or printed) Rick Becker	Signature*
Date of Pre-Audit Certificate*	Email Address* msncmayor@yahoo.com

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



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: July 31, 2024
Agenda Item 8

Consideration of Approving a Town Engineer Agreement

Attached is an agreement submitted by Rosenau Engineering to serve as the town engineer to assist with projects in the town that require engineering reviews.

This agreement was submitted to Attorney Bobby Griffin for review. Attorney Griffin made the following comments:

That is a standard type of agreement prepared by the Engineer professionals, and everything is protective of its members, of course. Even so, I don't see anything hideous about it except for the these following cautions:

1. *Be certain you can cancel at anytime without cause for any reason. I think it states now "For convenience" and that's probably sufficient although I would have preferred language like first sentence in this paragraph.*
2. *Note 5.01 3:*
 - a. *5.01 3F; Seems to me that if TOMS pays for a document, report, etc. it should be able to have a copy for its records, future review, etc.*
 - b. *501 3H: I recommend that be deleted in its entirety*

In response to Attorney Griffin's comments, Mr. Jonathan Rosenau of Rosenau Engineering explained:

1. *Convenience essentially means that the Owner (Town of Mineral Springs) can cancel the contract at any time because you want to do so. The Town would simply need to provide Rosenau Engineering with written notice and pay all outstanding invoices and any time expended that may not yet have been invoiced. Some potential examples (maybe a bit extreme/harsh) include:*
 - a. *Rosenau Engineering does not respond to the Town's email request within 2 days and Town feels that response should have been quicker.*
 - b. *Or, a retired Civil Engineer living in Mineral Springs wants to donate their time to the Town. It may be in the Town's best interests financially to cancel the Rosenau Engineering contract for convenience and utilize the engineer's donated time.*

- c. Town hires a full or part time engineer and no longer needs external consulting services. The Rosenau Engineering contract can be canceled for convenience.*
- 2. The Town has the right to utilize any documents prepared by Rosenau Engineering for the intended use of those documents. This language is important to protect Rosenau Engineering from documents created being used elsewhere without our permission, control or compensation. This applies most often to design projects in which we may develop specific details for a project. This language also helps the Town because it allows Rosenau Engineering to utilize items/details that may have been developed by us during previous projects.*
- 3. The limitation of damages clause. This is standard language in the industry standard contract which we utilize. It has been developed and vetted by the National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. Please keep in mind that this liability limitation does authorize up to \$100,000. We have never had to test this clause in litigation. As a Civil Engineering Consulting firm, our services are limited to consultations, plan reviews, design drawings and similar services. It is possible that a design error results in millions of dollars of damages, but thankfully this has never been the case for us. We do have Professional Liability Insurance to cover these events if they occur. Currently, our services are limited to the review of a small commercial plan set with our compensation under \$5,000. We are serving as an extension of the Town's staff in place of a full-time Town Engineer. If a member of the Town staff made a mistake resulting in damages, the staff member would not be held liable for the damages. At least with this arrangement, Rosenau Engineering may be able to contribute up to \$100,000 towards damages if needed.*

Attorney Griffin responded to Mr. Rosenau's explanation as follows:

- 1. Number 1 is okay*
- 2. Questioned if the language provides that the town may own and use the documents for the intended use of documents.*
- 3. With respect to Item #3, can't the standard limitation clause just be eliminated.*

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 10, 2024 (“Effective Date”) between Town of Mineral Springs (“Owner”) and Rosenau Engineering, PLLC, a North Carolina Professional Limited Liability Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Town of Mineral Springs – Town Engineer Consulting Services** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Engineer shall provide Civil Engineering Consulting Services as needed by the Town of Mineral Springs located in Union County, North Carolina.

Civil Engineering Consulting Services may include the following:

1. Construction Document and Permit Reviews for projects submitted to Town for approval. This would likely include:
 - a. Review of documents submitted by applicant
 - b. Review Town regulations
 - c. Provide Town and Applicant with feedback/markups/comments based upon Town regulations
2. Provide guidance to Town regarding land development.
3. Assist Town with improving regulations and permit approval process.
4. Provide engineering design services for Town projects. (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **On an as needed basis when requested by Town.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

- risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments Included:*

- A. Appendix 1, Engineer's Standard Hourly Rates
- B. Exhibit B, Owner’s Responsibilities

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Mineral Springs

Engineer: Rosenau Engineering, PLLC

By: _____

By: _____

Print name:

Print name: Jonathan S. Rosenau

Title: _____

Title: Managing Member

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

P-1789

State of: North Carolina

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

P.O. box 600

4108 St. Joseph Drive

Mineral Springs, NC 28108

Indian Trail, NC 28079

msvickybrooks@aol.com

jonrosenau@rosenauengineering.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 10, 2024.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Please refer to chart below to determine rates for the next 4 years. Hourly rates will increase 5% per year for years beyond those listed in the chart.

Year	Billing Class	Rate
2024	Professional Engineer	\$145.00/hour
2025	Professional Engineer	\$152.00/hour
2026	Professional Engineer	\$160.00/hour
2027	Professional Engineer	\$168.00/hour

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 10, 2024 (“Effective Date”) between Town of Mineral Springs (“Owner”) and Rosenau Engineering, PLLC, a North Carolina Professional Limited Liability Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Town of Mineral Springs – Town Engineer Consulting Services** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Engineer shall provide Civil Engineering Consulting Services as needed by the Town of Mineral Springs located in Union County, North Carolina.

Civil Engineering Consulting Services may include the following:

1. Construction Document and Permit Reviews for projects submitted to Town for approval. This would likely include:
 - a. Review of documents submitted by applicant
 - b. Review Town regulations
 - c. Provide Town and Applicant with feedback/markups/comments based upon Town regulations
2. Provide guidance to Town regarding land development.
3. Assist Town with improving regulations and permit approval process.
4. Provide engineering design services for Town projects. (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **On an as needed basis when requested by Town.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 - 2. Engineer's Standard Hourly Rates are attached as Appendix 1.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

- risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
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8.01 *Attachments Included:*

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- B. Exhibit B, Owner’s Responsibilities

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Mineral Springs

Engineer: Rosenau Engineering, PLLC

By: _____

By: _____

Print name:

Print name: Jonathan S. Rosenau

Title: _____

Title: Managing Member

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

P-1789

State of: North Carolina

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

P.O. box 600

4108 St. Joseph Drive

Mineral Springs, NC 28108

Indian Trail, NC 28079

msvickybrooks@aol.com

jonrosenau@rosenauengineering.com

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