



**REGULAR WORK SESSION MEETING
TUESDAY SEPTEMBER 27, 2022 @ 6:00 PM
CHERRYVILLE COMMUNITY BUILDING
W.J. ALLRAN COUNCIL CHAMBERS
106 S. JACOB STREET CHERRYVILLE, NC 28021**

The Honorable Mayor H.L. Beam called the meeting to order. Councilmember's Gary Freeman, Malcolm Parker, Jon Abernethy, and Councilmember Jill Puett were present. City Manager Brian Dalton, City Clerk Paige H. Green, City Attorney Palmer Huffstetler Jr., Planning & Zoning Director Alex Blackburn, Police Chief Cam Jenks, Fire Chief Jason Wofford, Public Works Director Brandon Abernathy, and Finance Director Dixie Wall were also present. No media coverage.

CONSENT AGENDA

- A. PUBLIC HEARING SCHEDULED FOR MONDAY OCTOBER 10, 2022 RE:
CONSIDERATION OF REZONING 109 S. JACOB STREET (GIS PARCEL #129868)
- B. PUBLIC HEARING SCHEDULED FOR MONDAY OCTOBER 10, 2022 RE:
CONSIDERATION OF REZONING 1407 E. MAIN STREET (GIS PARCEL #215920)

Councilmember Puett made a motion to approve the consent agenda as written. Councilmember Abernethy seconded the motion and the vote was unanimous.

ITEMS FOR DISCUSSION OR ACTION:

CONSIDERATION OF INTERLOCAL AGREEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF A WATER SYSTEM INTERCONNECTION BETWEEN CLEVELAND COUNTY AND THE CITY OF CHERRYVILLE, CITY MANAGER BRIAN DALTON:

City Manager Dalton asked for consideration for the following resolution for an Interlocal Agreement for Installation, Operation and Maintenance of a water system interconnection between Cleveland County Water and the City of Cherryville. Mr. Dalton highlighted the most important obligations of the agreement. Below is a copy of the resolution:



NORTH CAROLINA

CLEVELAND COUNTY

**INTERLOCAL AGREEMENT FOR INSTALLATION, OPERATION
AND MAINTENANCE OF A WATER SYSTEM
INTERCONNECTION ALONG WEST ACADEMY STREET
BETWEEN CLEVELAND COUNTY WATER AND THE CITY OF
CHERRYVILLE**

This Agreement entered into this the _____ of _____, 2022, by and between the CITY OF CHERRYVILLE, a North Carolina Municipal Corporation, Party of the First Part, hereinafter referred to as "Cherryville", and CLEVELAND COUNTY WATER, a Sanitary District organized under the laws of the State of North Carolina, Party of the Second Part, hereinafter referred to as "CCW".

WITNESSETH:

WHEREAS, Cherryville and CCW jointly will install a project referenced as the Cherryville-CCW Interconnection project along West Academy Street near the Cherryville Corporate limits; and

WHEREAS, due to the funding provided pursuant to S.L 2022-74, both CCW and Cherryville desire to install and maintain an interconnection for Cherryville to utilize and receive potable water service from CCW and for CCW to utilize and receive potable water service from Cherryville, and both CCW and Cherryville are ready, willing, and able to provide potable water service to the other party under certain terms and conditions; and,

WHEREAS, the upgraded facilities will consist as follows:

- Adequate easement for facilities at or near Gaston tax parcel ID 130325 or parcel 130326
- Dual Meter vault and associated appurtenances to include a new six-inch (6") meters and appropriate backflow devices to protect both systems at the master meter vault
- SCADA communications link between the master meter and the Cherryville elevated water storage tank for the benefit of CCW

- SCADA communications link between the master meter and the Mary's Grove elevated water storage tank for the benefit of Cherryville

WHEREAS, it serves the mutual benefit and convenience of Cherryville and CCW to enter into this Agreement to better utilize the assets and abilities of each party for their mutual benefit and for the public good and protection of health and welfare.

NOW, THEREFORE, in consideration of the mutual benefits provided for each Party, Cherryville and CCW agree as follows:

1. OBLIGATIONS OF CHERRYVILLE

- A. Cherryville will cooperate fully and assist CCW by whatever means necessary or available in obtaining the necessary easement for the anticipated dual meter vault improvements. CCW will be responsible for any financial considerations in obtaining the necessary easement.
- B. Cherryville will review and approve the plans, and specifications of the meter vault design and connection methods designed by a duly licensed North Carolina Professional Engineer in accordance with the North Carolina Public Water Supply Permitting Process.
- C. Cherryville shall notify CCW to open and utilize the connection between CCW and Cherryville. Notification shall be given as follows:
- D. In the event of water restrictions in accordance with CCW water shortage response plan, Cherryville shall be required to abide by and institute the same water restrictions during use of the interconnection. If the interconnection between CCW and Cherryville is not in use, then said water shortage response plan restrictions shall not apply to Cherryville.
- E. The rate charged to CCW from Cherryville during use of the interconnection shall be as follows:

2. OBLIGATIONS OF CCW

- A. CCW will manage, oversee, and direct, by hiring duly licensed Professional Engineers in the State of North Carolina, for all aspects of the design and permitting of the water interconnection and connection between the Cherryville and CCW public water supply system.

- B. CCW shall notify Cherryville to open and utilize the connection between Cherryville and CCW. Notification shall be given as follows:
- C. In the event of water restrictions in accordance with the Cherryville water shortage response plan, CCW shall be required to abide by and institute the same water restrictions during use of the interconnection. If the interconnection between Cherryville and CCW is not in use, then said water shortage response plan restrictions shall not apply to CCW.
- D. The rate charged to Cherryville during use of the interconnection shall be the duly adopted Governmental Rate adopted and amended from time to time by CCW. The current rate is \$2.03 per 1,000 gallons as of the effective date of this agreement. CCW commits to notify Cherryville in writing a minimum of six (6) months in advance of any change or increase to the CCW adopted governmental rate schedule.

3. OBLIGATIONS OF BOTH PARTIES

- A. There shall be no tap or connection charges applicable to this dual meter interconnection owed by either party to the other party.
- B. CCW and Cherryville shall be jointly responsible upon completion of construction and for the life of the metering vault and equipment, all operation and maintenance costs in accordance with standard practice. Should either party desire for either meter located in the dual interconnection pit to be calibrated, tested or replaced, then each party shall share equally in the costs of such action of calibration, testing or replacement.
- C. Upon completion of the interconnection project, CCW shall own, operate, and maintain as part of its public water supply system all infrastructure up to the metered point of delivery of potable water from CCW to Cherryville, and Cherryville, likewise, shall own, operate, and maintain as part of its public water supply system all infrastructure up to and including the metered point of delivery of potable water from Cherryville to CCW.

4. AMENDMENTS

This Agreement contains the entire agreement along with Exhibit A (Meter Pit Layout) attached hereto and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

5. TERM

This Agreement shall commence on the day in which it is signed by the final Party and exist for the life of the water system interconnection and master meter equipment. If any party shall seek to terminate this Agreement, they shall do so only after having given the other parties ninety (90) days written notice, said notice to be given by certified mail return receipt requested to the address of the parties as stated herein.

6. ENTIRE AGREEMENT

This document including any Exhibits contains the entire agreement of the parties and there are no verbal terms or other written terms or provisions hereof which are not contained in this document. The paragraph headings or titles herein are for convenience only and constitute no part of the terms of this agreement.

7. NOTICES

All notices provided for herein and all documents and payments exchanged between the parties shall be provided to as follows:

City of Cherryville
Attn: City Manager
116 S. Mountain St.
Cherryville, NC 28021

Cleveland County Water
Attn: General Manager
PO Box 788
Lawndale, NC 28090

8. FORCE MAJEURE

The term "force majeure" as used in this contract shall mean acts of God and any event or effect that cannot reasonably be anticipated or controlled. In any case in which by reason of "force majeure" either party is rendered unable wholly or in part to carry out its obligations to the other party. The obligation of the party giving such notice, in so far as it is affected by "force majeure" shall be suspended during the continuance of the inability claimed, but no longer.

9. LIABILITY AND INDEMNIFICATION

Nothing contained in this agreement shall be construed to impose upon CCW or Cherryville any responsibility for or liability arising from the operations of the meter or metering equipment and water interconnection between the parties. If any third party shall attempt to hold CCW or Cherryville or its public officials, employees, contractors, heirs or assigns responsible in any way for the meter or metering equipment and interconnection in any manner, including, but not limited to, legal action, both parties hereby agrees to hold the other party harmless and indemnify it for any costs or liabilities associated therewith, including, but not limited to, judgments, court costs, and attorney fees.

10. CITY OF CHERRYVILLE AUTHORITY

The authority of the officials of the City of Cherryville to execute this Agreement is evidenced by the authority given on _____ in Resolution No. _____.

11. CCW AUTHORITY

The authority of the officials of the Cleveland County Water to execute this Agreement is evidenced by the authority given on _____ in Resolution No. _____.

IN WITNESS WHEREOF, the City of Cherryville has caused this agreement to be executed in duplicate originals by its Mayor and attested by its Clerk. Each party with its Corporate Seal hereto affixed on the date and year so indicated.

CITY OF CHERRYVILLE

H.L. Beam Date _____
H.L. Beam
Mayor

ATTEST:

Paige H. Green, CMC NCCMC
City Clerk

Date: _____

(Seal)

Pre-Audit Statement: This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

Dixie Wall
Finance Director

Date: _____

APPROVED AS TO FORM

Palmer E. Huffstetler, Jr.
City Attorney

Date: _____

IN WITNESS WHEREOF, Cleveland County Water has caused this agreement to be executed in duplicate by its Chairman of the Board of Commissioners and Secretary. Each party with its Corporate Seal hereto affixed on the date and year so indicated.

CLEVELAND COUNTY WATER

Donald O. Melton
Chairman

Date _____

ATTEST:

Bill Cameron
Secretary

Date: _____

(Seal)

Pre-Audit Statement: This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

Ginger Fern, CPA

Date: _____

Finance Director

APPROVED AS TO FORM

Timothy K. Moore
Cleveland County Water Attorney

Date: _____

Councilmember Parker made a motion to approve the resolution for the interlocal agreement between Cleveland County Water and the City of Cherryville. Councilmember Puett seconded the motion and the vote was unanimous.

OTHER BUSINESS:

City manager Dalton shared that he and Alex Blackburn met with Kevin Arnold, of the State, regarding West Gate Park. Mr. Arnold reported that the State has been testing the soil and contamination was found at West Gate because, it use to be a land field. The State will continue to test the soil in and around West Gate Park until November. Mr. Dalton shared that Mr. Arnold thinks that West Gate will be fine, but he will keep updates coming as needed.

Mayor Beam asked what the estimate was for upgrading the park. Mr. Dalton shared that currently it will cost \$700,000 to upgrade the park but the city has received a \$350,000 grant for the upgrade.

Councilmember Puett shared that she attend the design committee meeting and learned that \$25,000 for Christmas decorations have been put on hold. Councilmember Puett asked why the funds for Christmas decorations were put on hold. Mr. Dalton reported that in the past two years, \$65,000 have been spent on new Christmas decoration and he cannot see spending another \$25,000 when we have enough decorations at this time. Councilmember Parker agreed.

Councilmember Freeman asked if discussion was held at the design meeting for the Aldridge family mural. Mr. Dalton shared that a rendering was drawn up but that is all.

Mayor Beam asked about the Veteran's Day Parade route. Councilmember Puett shared that the parade is currently under construction. After some discussion, the best route for the parade is for the parade to begin at Vickie's Grill and take a right onto Main Street to end up at the Mini Park. The parade will be November 11, at 10:30 am.


Mayor Beam asked Mr. Dalton if he would like to give an update on the meeting with the museum. Mr. Dalton shared that He, Mayor Beam and Councilmember Parker did meet with the museum board and explained to them that anyone that wishes to be a board member will

need to fill out an application and it will be up to council to appoint board members moving forward.

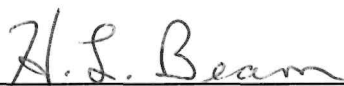
ADJOURNMENT:

Councilmember's Puett and Abernethy made a motion to adjourn the meeting. Councilmember Parker seconded the motion and the vote was unanimous. The meeting adjourned, at 6:32 pm.

Adopted this 10 day of October 2022.



Paige H. Green, CMC, NCCMC, City Clerk



H.L. Beam, Mayor



