



**REGULAR CITY COUNCIL MEETING
MONDAY AUGUST 14TH, 2023 @ 6:00 PM
CHERRYVILLE COMMUNITY BUILDING
W. J. ALLRAN JR. COUNCIL CHAMBERS
106 S. JACOB ST. CHERRYVILLE, N.C. 28021**

The Honorable Mayor H.L. Beam called the regular scheduled meeting to order at the community building in the William J. Allran Jr. Council Chambers. Councilmember's Jill Puett, Jon Abernethy, Gary Freeman and Malcolm Parker were present. City Manager Brian Dalton, City Clerk Paige H. Green was absent, City Attorney Palmer Huffstetler Jr., Public Works Director Chris J. King, Planning & Zoning Director Alex Blackburn, Wastewater Superintendent Larry Wright, Finance Director Dixie Wall, Downtown Director David Day, Asst. Fire Chief Colby Heffner, and Police Chief Brandon Hunsucker were also present. Michael Powell with the Cherryville Eagle and Kara Fortner with the Gaston Gazette were present for media coverage.

INVOCATION: PASTOR ZACK CHRISTY, FIRST UNITED METHODIST CHURCH:

Pastor Zack Christy gave the invocation.

PLEDGE OF ALLEGIANCE:

Everyone stood and recited the Pledge of Allegiance.

AGENDA APPROVAL:

Mayor Beam asked that citizens to be heard, be added to the agenda after his comments. Councilmember Abernethy made a motion to add citizens to be heard to the agenda. Councilmember Parker seconded the motion and the vote was unanimous. Councilmember Parker then made a motion to approve the agenda with the addition. Councilmember's Abernethy and Freeman both seconded the motion and the vote was unanimous.

APPROVAL OF MINUTES:

Councilmember Puett made a motion to approve both sets of minutes:

- A. CITY COUNCIL REGULAR MEETING JULY 10TH, 2023
- B. CITY COUNCIL WORK SESSION MEETING JULY 25TH, 2023

Councilmember Abernethy seconded the motion and the vote was unanimous.

MAYOR'S COMMENTS:

Let me begin by giving an update on what this council, city staff and city workers have for new and future projects in our city.

James Parker Construction has just finished milling, putting stone down and paving S. Chavis road. This road was in terrible shape and the new paved road will be used to drop off students at Chavis Middle School beginning this week. Parker Construction did a great job completing this project.

Mike Still has finished putting stone down on the lot at Main/Depot where we constructed a new Welcome to Cherryville sign. Our Electric Department has supplied power to the sign and Bean Brothers have finished the brick work around the post. Once the lot is paved, this will be a great addition to our downtown area.

Upgrades are continuing at Westgate Park. The new basketball court has been completed and the new pickle ball court has been poured and soon will be finalized with striping and fencing. The entry road to the park was in bad shape and we have found out the cost for repairing and widening the road will be around \$130,000 that we were not expecting. However, the cost of the work will be covered through city funds.

Todd Sosebee has been contracted by the city to begin renovations at Edwards Park. Four new basketball goals will be installed, and the courts will be newly painted with blue and orange colors. Additional plans for this park are also being discussed and future plans for the park at Jayne Street located just behind Truist Bank.

Hopefully later this evening, this council will adopt an interlocal agreement between the city and the County where the County will provide up to \$1.5 million for the construction of a new gym. Once approved the city's engineer will get the plans drawn for this facility. The exact location of the gym has not yet been finalized.

Plans for a new city dog park and splash pad are being discussed currently and a location for these two projects are being considered at this point. The city is hoping for these two projects to be completed within the near future.

As you have learned, the city council, city staff and city workers have been working diligently to provide recreational opportunities to all our citizens and to present our city as pleasing to all who live and visit here.

Congratulations go out to our newest part-time city employee Richard Elam. Richard has accepted the planning/zoning director position vacated by former director Alex Blackburn. Alex and his wife have accepted positions in Boone NC where they will be returning for employment. The city will deeply miss Mr. Blackburn but extend a city welcome to Mr. Elam.

Our deepest concerns go out to Certified Municipal City Clerk Paige Green who recently had surgery on her ankle. Paige is projected to be convalescing for at least five weeks. Paige will be sorely missed at this time. Our wishes and hopes are for a speedy and complete recovery.

This past Saturday, Councilman Malcolm Parker and I attended the One Body-One Mind event held at the First Wesleyan Church of Cherryville. I gave the welcoming speech followed by a prayer from Pastor Poe of the First Wesleyan. First Baptist Church Praise Band provided the entertainment. A large crowd was on hand, and many of the local churches helped with the free book bag donations, haircuts, and refreshments. Thanks go out to Kim Eaker, Barbara McDaniel, Barbara Curry and all the volunteers for helping with this much needed annual event.

CITIZENS TO BE HEARD CITIZENS THAT WISH TO SPEAK MAY DO SO BY COMING TO THE PODIUM AND STATING YOUR NAME AND ADDRESS BEFORE YOU SPEAK. COMMENTS WILL BE HELD TO 5 MINUTES PER PERSON. (PLEASE SIGN UP WITH THE CITY CLERK AT THE MEETING BEFORE THE MEETING BEGINS. IF YOU WISH TO SPEAK ON A MATTER WHERE A PUBLIC HEARING IS BEING HELD, YOU WILL HAVE A CHANCE TO DO SO DURING THE PUBLIC HEARING AND DO NOT NEED TO SIGN UP):

Mrs. Sarah Bridges of 332 S. Pink Street, approached the podium to ask if the city could keep her informed of the ongoing issue she has with a neighbor. She does not want to be left out of the information since Mr. Blackburn is leaving.

Mr. Sid Stroupe, of 210 S. Dixie Street, approached the podium to share that he has talked to Mr. Bob Barker regarding the cherry tree project that he started. Mr. Stroupe shared that he has also met with Brian Dalton and David Day, and they have put together a plan for planting more cherry trees around town. The plan is to plant more cherry trees in the entrance ways of Cherryville. They also have a maintenance plan that will need to be implemented by volunteers to keep the trees pruned and mulched. Mr. Stroupe shared that Dan Blackwelder and the Blackwelder family would like to help with putting new cherry trees in the cemetery. They plan to plant 200 more cherry trees in Cherryville.

ADOPTION OF INTERLOCAL AGREEMENT WITH GASTON COUNTY TO CONSTRUCT A COMMUNITY GYMNASIUM:

City manager Dalton explained that he talked with Ray Maxwell and Gaston County has agreed to fund a new gymnasium in Cherryville. Below is a copy of the contract between Gaston County and the city of Cherryville for consideration:

Councilmember Parker made a motion to approve the contract with Gaston County for a new gym. Councilmember Abernethy seconded the motion and the vote was unanimous.

**STATE OF NORTH CAROLINA
COUNTY OF GASTON**

**INTERLOCAL AGREEMENT
GRANT AGREEMENT WITH
CITY OF CHERRYVILLE**

This Agreement, made effective this the ___ day of _____, 2023, by and between **THE CITY OF CHERRYVILLE**, a North Carolina Municipal Corporation (hereinafter referred to as "Grantee") having a mailing address of 116 S. Mountain St., Cherryville, NC 28021; and **GASTON COUNTY**, a body politic and a political subdivision of the State of North Carolina, (hereinafter referred to as "County"), having a mailing address of P.O. Box 1578, Gastonia, NC 28053.

WITNESSETH:

WHEREAS, County is permitted to provide grants to third parties, provided such grant is for a public purpose and meets the other statutory and constitutional requirements of the State of North Carolina as found in Article V, Section 2 of the North Carolina Constitution as well as Chapter 153A, Article 7 of the North Carolina General Statutes; and

WHEREAS, the Grantee requested that monies be used to construct a community gymnasium, the details of such is referred to as the "Project"; and

WHEREAS, the Project constitutes a public purpose, authorized by the authority described above; and

WHEREAS, on July 27, 2023, the Gaston County Board of Commissioners adopted Resolution 2023-332, authorizing the expenditure of such grant monies not to exceed (\$1,500,000); and

WHEREAS, both parties acknowledge that such monies will only be distributed upon the Grantee satisfying the terms and conditions as established herein; and

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. **PURPOSE:** The purpose of this agreement is to set forth the terms and conditions under which County will provide monies to the City of Cherryville associated with the construction of a

community gymnasium.

2. **PROJECT DESCRIPTION:** Grantee shall plan, design, permit, and construct a community gymnasium for use by the residents in and surrounding Cherryville. The gymnasium will be open for use by the general public at any and all times during normal business hours established by the City of Cherryville, except during times when the gymnasium may be reserved for games and tournaments.
3. **PLANS AND SPECIFICATIONS:** The facility shall be engineered, designed and constructed in accordance with the specifications of the Grantee and the Grantee shall abide by any and all laws, regulations, and requirements associated with such facilities. The County is not responsible for any of the design, permitting, or contracting processes or other decision-making aspects associated with the Project.
4. **COSTS:** The estimated Project cost for the City of Cherryville is hereby capped at One Million Five Hundred Thousand Dollars (\$1,500,000). Additional costs, if any, will be incurred by the City of Cherryville. Should the project be constructed for less than \$1,500,000, County shall only reimburse for the lesser amount.
5. **REIMBURSEMENT:** County agrees to reimburse Grantee for eligible Project costs as set forth herein. Grantee will bill County for eligible Project costs, accompanied by copies of all invoices, bills, and other documentation justifying the request for payment. Eligible Project costs are defined as the costs associated with engineering design, and construction of the Project. Eligible project costs shall not include costs associated with administrative expenses relating to salaries of Grantee employees. County will reimburse Grantee for costs within forty-five (45) days of receipt of the request.
6. **AGENCY:** Grantee shall serve as the party exclusively responsible for the Project and shall commence and complete Project within a reasonable time after the execution of this Agreement. Project shall be completed, and invoices submitted for reimbursement within 18 months of Commission award. Expensed incurred after 18 months will not be counted as eligible for reimbursement. This Agreement is not to establish any kind of agency or partnership agreement between the

parties.

7. ACCESS: County retains the right to inspect documents, materials, papers and other related items at any point in the Project, with proper notification to Grantee. Further, County shall have access, at all times, to the construction site for the purpose of construction observation.
8. INSURANCE AND INDEMNITY: Grantee shall maintain and operate the improvements and provide public liability insurance coverage against any and all damages that may be incurred upon said property through injury or accident by reason of the Grantee's negligent construction or operation of Project.

Grantee shall at all times indemnify, save, protect, and keep harmless the County from all costs, loss, damage, liability, expense, penalty and fines which may arise from or be claimed against County by any person or persons, firms or corporations, for any injuries to persons or property, or damage for whatever kind or character consequent upon or arising from this Agreement by reason of any negligent act of Grantee, its agents or employees.

9. DUPLICATE ORIGINALS: This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
10. ENTIRE AGREEMENT: This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified or altered, except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be signed by their duly authorized representatives the day and year first above written.

Councilmember Parker made a motion to approve the contract with Gaston County for a new gym. Councilmember Abernethy seconded the motion and the vote was unanimous.

ADOPTION OF A CONTRACTUAL AGREEMENT WITH BURCH ENVIRONMENTAL, LLC FOR AIA WASTEWATER AND WATER ASSESSMENT:

Mr. Dalton explained that the agreement for consideration is for a \$300,000 grant for study on our water and wastewater lines. Below is a copy of the contract for consideration:

CONTRACTUAL AGREEMENT BETWEEN OWNER (CITY OF
CHERRYVILLE) AND CONSULTANT (BURCH ENVIRONMENTAL, LLC)
FOR ENVIRONMENTAL PROFESSIONAL SERVICES FOR THE
FOLLOWING AIA PROJECTS:

Asset Inventory and Assessment for Wastewater

Project No. AIA-W-ARP-0128

and

Asset Inventory and Assessment for Water

Project No. AIA-D-ARP-0117

THIS IS AN AGREEMENT effective as of the _____ day of _____, 2023 (“EFFECTIVE DATE”) between the City of Cherryville (hereinafter referred to as “OWNER”) and Burch Environmental, LLC (hereinafter referred to as “CONSULTANT”).

OWNER’s Projects, of which CONSULTANT’s services under this AGREEMENT are a part, is generally identified as the following:

- Asset Inventory and Assessment for Wastewater Project No. AIA-W-ARP-0128 (Wastewater Project), and
- Asset Inventory and Assessment for Water Project No. AIA-D-ARP-0117 (Water Project).

WHEREAS, CONSULTANT is specially experienced and competent to provide to the OWNER, certain specialized services and/or advice to assist the OWNER with administrative and engineering tasks as required by the AIA Projects listed above; and

WHEREAS, OWNER desires to obtain administrative and engineering services for said projects; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized services and/or advice to the OWNER on the terms hereafter set forth in this AGREEMENT.

The Projects will consist of:

Asset Inventory and Assessment for Wastewater Project No. AIA-W-ARP-0128

- Closed Circuit TV (CCTV) of approximately 10,000 linear feet (LF) of 8” sanitary sewer line

- Manhole inspections of approximately one hundred (100) manholes
- Smoke testing of approximately 10,000 LF of 8” sanitary sewer line
- Pump station assessment of eight (8) pumping stations
- Development of cost assessments to be prioritized and include in an updated capital improvement plan (CIP) and asset management plan (AMP)
- Preparation of final report of findings and project close-out
 - The CCTV inspections and smoke testing for the approximate 10,000 LF of 8” sanitary sewer line will be completed by others.

Asset Inventory and Assessment for Water Project No. AIA-D-ARP-0117

- Location of approximately three (3) miles of existing cast iron and galvanized waterlines, located throughout the City, whose exact locations and condition(s) are not known. Lines will be located using tracer electronic technology, while valves will be identified using GPS technology and then adding to existing mapping.
- Potholing (i.e., excavating) of approximately twenty (20) potholes to assess their condition and attempt to locate their tie-in points with other lines
- Development and calibrate a basic water system hydraulic model
- Development of appropriate repair/replacement options for old, galvanized lines identified during these evaluations to update the CIP and AMP
- Preparation of final report of findings and project close-out

1.01 CONSULTANT’s Services under this AGREEMENT are generally identified as follows per each project (as provided below):

ITEM #	TASKS (For <u>Asset Inventory and Assessment for Wastewater Project No. AIA-W-ARP-0128</u>)	COST
1.	Manhole inspections of approximately one hundred (100) manholes	\$20,000
2.	Eight (8) pump station assessments	\$25,000
3.	Updates for the CIP and AMP (including preparation of final report of findings)	\$20,000
4.	Grant Administration (including requests for payments) along with project close-out (Project Management/Admin)	\$20,000
	TOTAL	\$85,000

ITEM #	TASKS (For <u>Asset Inventory and Assessment for Water Project No. AIA-D-ARP-0117</u>)	COST
1.	Location of approximately three (3) miles of existing cast iron and galvanized waterlines utilizing tracer electronic technology, while identifying water valves using GPS	\$30,000

	technology. This information will be added to existing mapping for the City. (Line Location)	
2.	Potholing (i.e., excavating) of approximately twenty (20) potholes to assess their condition and attempt to locate their tie-in points with other lines	\$20,000
3.	Development and calibration of a basic water system hydraulic model for the City	\$57,000
4.	Development of appropriate repair/replacement options for old cast iron and/or galvanized lines identified during these evaluations to update the CIP and AMP (including preparation of final report of findings)	\$23,000
5.	Grant Administration (including requests for payments) along with project close-out (Project Management/Admin)	\$20,000
	TOTAL	\$150,000

OWNER and CONSULTANT further agree as follows:

2.01 *Basic Agreement and Period of Service*

- A. CONSULTANT shall provide the services set forth in this AGREEMENT. If authorized by OWNER, or if required because of changes in the Projects, CONSULTANT shall furnish services in addition to those set forth above.
- B. CONSULTANT shall complete its services with a reasonable time, or within the following specific time period: in accordance with the requirements of the State funding agency and upon approval by the State funding agency for each AIA grant.

3.01 *Invoicing and Payment Procedures*

- A. *Invoices:* CONSULTANT shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to OWNER starting after grant approval by the Division of Water Infrastructure.
- B. *Payments:* OWNER agrees to pay CONSULTANT within three (3) business days after receipt of the funds for each request for reimbursement from the Division of Water Infrastructure. Invoices will be submitted to OWNER on a monthly basis.

4.01 *Termination*

- A. The obligation to continue performance under this AGREEMENT may be terminated:
 - 1. For cause,

a. By either party upon thirty (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 CONSULTANT for its services is a substantial failure to perform and a basis for termination.

2. By CONSULTANT:

a. Upon seven (7) days' written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT'S responsibilities as an environmental or engineering professional; or

b. Upon seven (7) days' written notice if the CONSULTANT'S services for the Projects are delayed for more than 30 days for reasons beyond CONSULTANT'S control.

3. By OWNER:

a. For convenience upon CONSULTANT'S receipt of written notice from OWNER.

5.01 *Basis of Payment – Lump Sum for each AIA Project*

1. *Administration for Asset Inventory and Assessment for Wastewater Project No. AIA-W-ARP-0128:*

A. A Lump Sum amount of \$85,000, divided into item tasks as provided in Section 1.01 above.

B. The portion of the compensation amount billed monthly for Administrative and/or Engineering Services will be based upon the estimate of the percentage of the total Services actually completed during the billing period.

2. *Administration for Asset Inventory and Assessment for Water Project No. AIA-W-ARP-0117:*

A. A Lump Sum amount of \$150,000, divided into item tasks as provided in Section 1.01 above.

B. The portion of the compensation amount billed monthly for Administrative and/or Engineering Services will be based upon the estimate of the percentage of the total Services actually completed during the billing period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, the Effective Date of which is indicated on Page 2.

OWNER:

CONSULTANT:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

CITY OF CHERRYVILLE

BURCH ENVIRONMENTAL, LLC

116 SOUTH MOUNTAIN STREET

5087 ICARD RIDGE ROAD

CHERRYVILLE, NC 28021

HICKORY, NC 28601

Councilmember Parker made a motion to adopt the contract with Burch Environmental, LLC. Councilmember Freeman seconded the motion and the vote was unanimous.

APPLICATION PROCESS FOR STREET CLOSING ADOPTION/FEE SCHEDULE:

Mr. Blackburn was approached regarding a street closing. He shared that he was unable to find an actual application for a street/alley or right away closing. Mr. Blackburn reached out to other municipalities around Cherryville and with their help put together the application. Mr. Blackburn went on to say that other municipalities also have a fee for this process. He shared that the city is absorbing the cost of advertisement fees and this is an advertisement that must run in the local paper for four consecutive weeks. Below is a copy of the suggested fees for consideration:

CHARGES FOR CLOSING OF A STREET OR ALLEY

GASTONIA, NC

\$560 This fee covers application and advertising costs

SHELBY, NC

\$750 This fee covers application and advertising costs

LINCOLNTON, NC

\$50 This \$50 fee is for the application, then all advertising costs are added to that fee

HIGH POINT, NC

\$500

This fee covers application and advertising costs

SUGGESTED FEE FOR THE CITY OF CHERRYVILLE

\$500 for a street or alley that is not paved. Fee would cover application and advertising.

\$1,000 for a paved street or alley. Fee would cover application, advertising, and any lost Powell Funds associated with the street/alley.

Councilmember Parker made a motion to table this item until August 29, at the work session. Councilmember Abernethy seconded the motion and the vote was unanimous.

OTHER BUSINESS:

Councilmember Parker mentioned that our community is without a barber shop at this time and he would like to thank all the beauty shops that are keeping all the men's haircut.

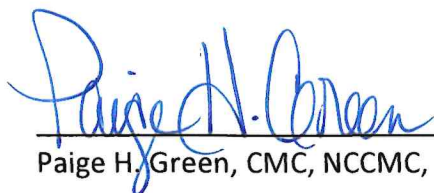
Councilmember Puett thanked Alex Black for the job he has done with the city and wished him and his family well.

Mr. Dalton report that the State did accept the declaration for our State of Emergency and we have started submitting reimbursements request.

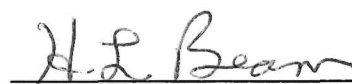
ADJOURNMENT:

Councilmember Abernethy made a motion to adjourn the meeting. Councilmember Parker seconded the motion and the vote was unanimous. The meeting adjourned at 6:45 pm.

Adopted this 11 day of September 2023.



Paige H. Green, CMC, NCCMC, City Clerk



H.L. Beam, Mayor

