



**REGULAR WORK SESSION MEETING
TUESDAY FEBRUARY 27, 2024 @ 5:30 PM
CHERRYVILLE COMMUNITY BUILDING
W.J. ALLRAN JR. COUNCIL CHAMBERS
106 S. JACOB STREET CHERRYVILLE, NC 28021**

The Honorable Mayor H.L. Beam called the work session meeting to order at the community building in the William J. Allran Jr. Council Chambers. Councilmembers Jill Puett, Gary Freeman, Jon Abernethy and Janice Hovis were present. City Manager Brian Dalton, City Clerk Paige H. Green, City Attorney Yansea Taylor, Planning and Zoning Director Richard Elam, Finance Director Dixie Wall, Fire Chief Jason Wofford, and Police Chief Brandon Hunsucker were also present. Wise News was present for media coverage.

CONSENT AGENDA:

AGENDA APPROVAL:

Councilmember Hovis made a motion to approve the consent agenda as written. Councilmember's Freeman and Puett seconded the motion and the vote was unanimous.

Mayor Beam read over the consent agenda items and City Attorney Yansea Taylor shared that she would like to ask for consideration to enter into closed session. The closed session was in reference to item number two on the consent agenda, the closing of Vernon Street.

Councilmember Abernethy made a motion to enter into closed session. Councilmember Puett seconded the motion and the vote was unanimous. The closed session began at 5:31 pm referencing: *NCGS 143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.*

Mayor Beam announced that no action was taken in the closed session. The regular meeting resumed at 5:54 pm.

1. PUBLIC HEARING ON MARCH 11, 2024 RE: CLOSING A PORTION OF VERNON STREET
2. ORDINANCE RE: ROAD CLOSURE FOR THE STATE AMERICAN LEGION TOURNAMENT PARADE
3. ORDINANCE RE: ROAD CLOSURE FOR THE VERY MERRY WHOVILLE CHRISTMAS FESTIVAL

ITEMS FOR DISCUSSION OR CONSIDERATION:

AGENDA APPROVAL:

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

DISCUSSION OF VENUE FOR WORK SESSION MEETINGS, MAYOR H.L. BEAM:

Mayor Beam shared that he was thinking that the venue for the work sessions needed to be changed, but after giving the idea more thought he feels like the work sessions should stay in the William J. Allran Council Chambers.

CONSIDERATION OF RESOLUTION RE: CHERRYVILLE AND CLEVELAND COUNTY WATER INTERCONNECT AGREEMENT, CITY MANAGER BRIAN DALTON:

City Manager Dalton asked for consideration for the following resolution:

RESOLUTION NUMBER 02-2024

**A RESOLUTION OF TENTATIVE AWARD FOR THE
CHERRYVILLE-CCW INTERCONNECTION PROJECT**

WHEREAS, Cleveland County Water and the City of Cherryville entered into an agreement dated September 12, 2022 and referenced as Interlocal Agreement for Administration of North Carolina Department of Environmental Quality – Division of Water Infrastructure S.L. 2022-74 Appropriated Project; and,

WHEREAS, Cleveland County Water and the City of Cherryville entered into an agreement dated October 11, 2022 referenced as 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; and,

WHEREAS, Cleveland County Water has received bids, pursuant to the duly advertised notice therefore, for construction of the **Cherryville – Cleveland County Water System Interconnection (SRP-D-ARP-0195)**, and

WHEREAS, McGill Associates, PA, the District's Consulting Engineers have reviewed the bids; and,

WHEREAS, Hyatt Pipeline, LLC. was the lowest bidder for the **Cherryville – Cleveland County Water System Interconnection** construction contract, in the total bid amount of **\$2,340,855.00**; and,

WHEREAS, the consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder, Hyatt Pipeline, LLC.

NOW, THEREFORE, BE IT RESOLVED that **TENTATIVE AWARD** is made to the lowest bidder, Hyatt Pipeline, LLC for the Total Bid Amount of **\$2,340,855.00**.

Name of Contractor	Amount
1. Hyatt Pipeline, LLC	\$2,340,855.00
2. Two Brothers Utilities, LLC	\$2,670,701.00
3. Fuller & Company Construction, LLC	\$2,933,606.00
4. Piedmont Utility Group, Inc.	\$3,597,396.79

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** be contingent upon the approval of the North Carolina Department of Environmental Quality- Division of Water Infrastructure.

Upon motion of Councilmember Frerman, seconded by CM Abornethy the above

RESOLUTION was unanimously adopted. This is the 27 day of February 2024.

H.L. Beam
H.L. Beam, Mayor

Attest:

Paige Green
Paige Green, NCCMC, CMC, City Clerk

City Manager Dalton shared that the resolution needed to be approved so, Cherryville and Cleveland County Water, can enter into a Interlocal Agreement for a water interconnection. Mr. Dalton

shared that Cherryville was awarded a \$3,000,000.00 grant for this interconnect with Cleveland County. Cleveland County has handled the engineering, and has put the project out for bid. The bids are listed at the bottom of the resolution. Hyatt Pipeline came in with the lowest bid of \$2,340,855.00. Everything has to be approved by the Department of Environmental Quality (DEQ)– Division of Water Infrastructure. Once we have approved the resolution, then DEQ will approve it, and Hyatt Pipeline will be awarded the job.

Councilmember Hovis, “I have a question really regarding the resolution, but just logistically, where is the existing Cleveland County water line?”

Mr. Dalton shared that Cleveland County Water will run a new eight-inch line from, Tobe Bridge Rd., off of Old Post Rd., up to Paul H. Beam Rd., and then up to the corner of Academy Street. The City has reached out to Dan Arthurs, who owns the property on the corner of Academy St. and Paul H. Beam Rd., and he has signed an easement, giving permission for the pine tree on the corner of his lot to be taken down, and the interconnect to be placed there.

Councilmember Freeman made a motion to approve the resolution for the tentative award for the Cherryville, Cleveland County Water Interconnect Project. Councilmember Abernethy seconded the motion and the vote was unanimous.

CONSIDERATION OF MUSEUM BOARD MEMBERS, MAYOR H.L. BEAM:

Mayor Beam and the Council chose five applicants from the list of fifteen, for the museum board. Mr. Dalton took everyone’s top five and sent a new list out for consideration. The top five were, Pete Craft, Diana White, Clay Henley, Malcolm Parker, and Judy Bingham.

Councilmember Freeman made a motion to approve the list of five applicants for the new museum board. Councilmember Abernethy seconded the motion and the vote was unanimous.

OTHER BUSINESS:

Mr. Dalton asked for consideration to approve the following budget amendment:



#2024-11

2023-2024 BUDGET AMENDMENT

BE IT ORDAINED by the City Council of the City of Cherryville:

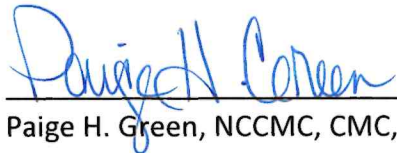
Section 1. The 2023-2024 Budget Ordinance of the City of Cherryville adopted on June 12, 2023 is amended by increasing the following appropriations due to Grant Awards from State


Budget appropriations to Manage for Cleveland County. In the total of \$445,000 however \$140,000 was budgeted on #2024-10

REVENUES	ACCOUNT DESCRIPTION	INCREASE	DECREASE
10-3412-2620	General Grants	\$305,000.00	

EXPENDITURES	ACCOUNT DESCRIPTION	INCREASE	DECREASE
10-4120-6900	Admin – Grants	\$305,000.00	

Section 2. This ordinance is effective upon its adoption this February 27, 2024.


 Paige H. Green, NCCMC, CMC, City Clerk


 H.L. Beam, Mayor

(SEAL)

Councilmember Abernethy made a motion to approve the budget amendment, and to handle the grant funds for the organizations listed below:

C Grier Beam Truck Museum	Facility improvements (roof and gutter repair, painting, etc.)	5,000
Cherryville Little Theatre	In honor of their 50th anniversary *facility renovations and enhancements	100,000
City of Cherryville	Museum, other history and cultural-related work (*paving Train Depot parking, community building, sidewalks, Cherryville historical building roof)	125,000
Gaston County Family YMCA (Cherryville YMCA)	Historic building work, *renovations to include communication, Cable TV, and security cameras	25,000
Preserve Gaston Inc.	Property work, established endangered properties fund	100,000

Cherryville Area Ministries	*Purchase shopping carts, cold storage items (fridge freezer), and make facility repairs/remodels	50,000
Cherryville High School Girls Softball Team	*Batting cages cover at the CHS softball complex (Not enough funding to support air conditioning for the girl's locker room)	25,000
City of Cherryville- Main Street Program	Main Street Program *Paving and striping to increase the number of usable parking spaces.	15,000
TOTAL:		\$445,000

Councilmember Hovis seconded the motion and the vote was unanimous.

Mr. Dalton also asked for consideration for the following Interlocal Agreement between Cherryville and Cleveland County Water. Below is a copy of the agreement:



Cleveland County
NORTH CAROLINA

NC OSBM Contract ID# 201510 and 201511 Cleveland County, NC

CHERRYVILLE INTERLOCAL AGREEMENT

Dear CITY OF CHERRYVILLE (herein referred to as “Subrecipient-LEAD”),

Grant Contracts #201510 and 201511 were executed between the North Carolina Office of State Budget and Management (NC OSBM) and Cleveland County (herein referred to as “Recipient”). The CITY OF CHERRYVILLE was identified as a Subrecipient of this grant, along with other entities within its geographical area (per letters from Senator Alexander). (See Appendix A.)

The following information outlines the grant conditions per NC OSBM guidance and State law. Upon reviewing this information, please sign and scan a quality copy of this entire document as instructed on Page 3.

- I. Subrecipient-LEAD shall ensure the following for Contracts #201510 and 201511 award funds for Subrecipients within its geographical area:**

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.
- c. Interest earnings on funds shall be used for the same purposes for which the grant was made. d. Submission of quarterly reports on financial and performance progress. This shall include the financial and performance progress of the Subrecipient.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.
- f. Expenditures for travel mileage, meals, lodging, and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.
- g. If eligible, Subrecipients shall
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
- h. The Subrecipient-LEAD acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the Subrecipient are subject to being audited, inspected and monitored at any time by the Recipient or the NC OSBM upon its request (whether in writing or otherwise). The Subrecipient further agrees to provide the Recipient's staff, the NC OSBM, and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

II. Effective Term for Contracts #201510 and 201511:

The performance period to expend funds shall be effective 07/01/2023 through 06/30/2025.

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PHONE 704.484.4900

*City of Cherryville-Interlocal
Agreement 2023-2025 | Page 1*



Cleveland County
NORTH CAROLINA

Only under special circumstances and with a written request and approval from the Recipient will the performance period be extended for one one-month grace period. No further extensions will be allowed beyond this point. Record-keeping, monitoring, reporting, and auditing continue thereafter as prescribed in **Section I.h.** above.

III. Termination of Agreement:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the Recipient.

IV. Amendments:

Any changes to the Scope of Work/Activity for the Subrecipient-LEAD and any Subrecipients described in Appendix A and subsequent use of funds require prior approval and must be made in

writing to the Recipient before any changes occur. Upon submission of a written request, the Recipient will review and determine if approval is required from NC OSBM. The Subrecipient-LEAD will be notified if the request is approved.

V. Mandatory Grant Training Attendance:

The Subrecipient-LEAD agrees to attend a mandatory grant training session conducted by the Recipient to understand compliance with financial and performance progress and reporting.

VI. Compliance With Law:

The Subrecipient-LEAD shall remain an independent Subrecipient and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. The Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Subrecipient-LEAD acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it and Subrecipients identified in Appendix A, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

VII. Payments:

The Recipient shall pay the Subrecipient-LEAD the full amount as detailed in Appendix A. The Subrecipient-LEAD will be responsible for reimbursing eligible expenses for parties identified in Appendix A, and per approved scopes of work per the terms and conditions of this agreement, as directed by the Recipient, and as prescribed by NC OSBM.

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III. Agreement Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

Subrecipient and Recipient Point of Contact

SUBRECIPIENT-LEAD Contact Person:		RECIPIENT Contact:
Name:		Kerri Melton Assistant County Manager PO Box 1210 Shelby, NC 28151-1210
Phone:		

Email:	704.484.4800 Kerri.Melton@clevelandcountync.gov
Questions: Emily Sisk, 704.669.4130, or Emily.Sisk@clevelandcountync.gov Sign and scan a quality copy and e-mail it to Emily Sisk and Kerri Melton by March 31, 2024.	



Cleveland County
NORTH CAROLINA

IX. Authorized Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the Subrecipient-LEAD and Recipient agree to the information provided in this Agreement.

City of Cherryville

Signature *H.L. Beam* Date 2/23/24

Printed Name H.L. BEAM Title MAYOR

Cleveland County Government

Signature *D.C. Cotton* Date 2/23/2024

Printed Name David Cotton Title County Manager

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*City of Cherryville-Interlocal
Agreement 2023-2025 | Page 3*



Cleveland County
NORTH CAROLINA

Appendix A

Entity Name (Subrecipient)	Scope of Work/Activity (abbreviated)	Award Amount
C Grier Beam Truck Museum	Facility improvements (roof and gutter repair, painting, etc.)	5,000
Cherryville Little Theatre	In honor of their 50th anniversary *facility renovations and enhancements	100,000
City of Cherryville	Museum, other history and cultural-related work (*paving Train Depot parking, community building, sidewalks, Cherryville historical building roof)	125,000
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Cherryville Area Ministries	*Purchase shopping carts, cold storage items (fridge freezer), and make facility repairs/remodels	50,000
Cherryville High School Girls Softball Team	*Batting cages cover at the CHS softball complex (Not enough funding to support air conditioning for the girl's locker room)	25,000
City of Cherryville- Main Street Program	Main Street Program *Paving and striping to increase the number of usable parking spaces.	15,000
	TOTAL:	\$445,000

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*City of Cherryville-Interlocal
Agreement 2023-2025 | Page 4*

Councilmember Abernethy made a motion to approve the Interlocal Agreement between Cherryville and Cleveland County Water. Councilmember Puett seconded the motion and the vote was unanimous.

Mr. Dalton shared that he road by Aaron Moss Park over the weekend, and there were approximately 30 to 40 kids playing basketball on the newly painted basketball court. He said it was great to see that many kids out there playing on the new court.

Mayor Beam shared that he saw a post on Facebook asking if there is a league for pickleball. The post also mentioned that the YMCA will be opening their own pickleball court this Thursday and they may want to check it out. It will be indoor court.

Mr. Dalton shared that Tennis Block is a league that we have added to our social media sites. Mr. Dalton shared that you go to their site and sign up for this service. They have a tennis league and a pickleball league that they manage. You can go out and take lessons, or set up matches. The company is out of Raleigh, and they will give the city a portion of the funds that they charge to participate. Mr. Dalton shared that he thinks the cost is around \$80.00 to participate in the league.

Ms. Hovis shared that the YMCA will have another ribbon cutting Thursday. It will start at 5:15 until 8:30. They will have vendors there with food.

ADJOURNMENT:

Councilmember Abernethy made a motion to adjourn the meeting. Councilmember Puett seconded the motion and the vote was unanimous. The meeting adjourned at 6:17 pm.

Adopted this 11 day of March 2024.



Paige H. Green, NCCMC, CMC, City Clerk



H.L. Beam, Mayor

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