

Town of Mineral Springs
Electronic Meeting via Zoom
Meeting ID#762 323 8311
Mineral Springs Town Council
Regular Meeting
December 10, 2020
7:30 P.M.

AGENDA

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

1. Opening

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

2. Public Comments

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

ATTENTION: Public comments will be taken virtually via Zoom as described above. If you wish to sign up to speak at this meeting, please contact Town Clerk Vicky Brooks at 704-289-5331 (text or voice) or by email at msvickybrooks@aol.com by 2:00 p.m. December 10, 2020.

3. Consent Agenda – Action Item

- A. November 12, 2020 Regular Meeting Minutes
- B. October 2020 Tax Collector's Report
- C. October 2020 Finance Report

4. Presentation of the Union County Revaluation

Mr. Vann Harrell will make a presentation on the completion of the 2021 countywide reappraisal.

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

The council will consider approving the Swimming Pool Nuisance Ordinance.

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

The council will consider approving an agreement with N-Focus for code enforcement of the Swimming Pool Nuisance Ordinance if adopted.

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

The council will consider adopting a license to allow the Copper Run Homeowners Association to install plantings on town property in the Copper Run Subdivision.

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

The council will consider adopting a resolution proposed by WUMA that requests the Board of County Commissioners to incorporate greater municipal oversight into the Union County 2050 Comprehensive Plan.

9. **Consideration of Upgrading the Town Hall Fire/Security Alarm System** – Action Item
The council will consider approving an upgrade to the town hall fire/security alarm system.
10. **2021 Town Hall Holiday Schedule** – Action Item
The council will consider approving the 2021 Town Hall Holiday Schedule.
11. **Staff Updates**
The staff will update the council on any developments that may affect the town.
12. **Other Business**
13. **Adjournment**

**Minutes Draft of the
Mineral Springs Town Council
Public Hearing / Regular Meeting via ZOOM
November 12, 2020 – 7:30 p.m.**

The Town Council of the Town of Mineral Springs, North Carolina, met in Regular Session in a virtual meeting via ZOOM, Mineral Springs, North Carolina, at 7:30 p.m. on Thursday, November 12, 2020.

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

Absent: None.

Staff Present: Town Clerk/Zoning Administrator Vicky Brooks, Attorney Bobby Griffin [7:41 p.m.], and Deputy Town Clerk Janet Ridings.

Visitors: None.

1. Opening

With a quorum present at 7:31 p.m. on November 12, 2020, Mayor Frederick Becker called the Regular Town Council Meeting to order.

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

2. Public Hearing – Proposed Nuisance Ordinance

Mayor Becker opened the Proposed Nuisance Ordinance Public Hearing at 7:33 p.m. and asked Ms. Brooks if anyone had signed up to speak online or sent in written comments.

Ms. Brooks responded she had not received anything.

Mayor Becker explained the council had the option to close the ZOOM portion of the public hearing, but he believed (under the guidance of the statute) the council has to extend the public hearing for 24 hours from when it was called to order for additional comments to come in.

Mayor Becker closed the ZOOM portion of the Proposed Swimming Pool Nuisance Ordinance Public Hearing at 7:35 p.m. and noted the hearing will be kept open until 8:00 p.m. on November 13, 2020 at 8:00 p.m. Ms. Brooks will be receiving every other comment either by mail, delivered to town hall, or by email, at which point that portion of the public hearing will close.

This item will be back on the agenda for December 10, 2020 for consideration.

3. Public Comments

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

4. Consent Agenda – Action Item

Councilwoman Neill motioned to approve the consent agenda containing the October 8, 2020 Regular Meeting Minutes, September 2020 Tax Collector's Report, and September 2020 Finance Report and Councilwoman Critz seconded. The motion passed unanimously.

5. Consideration of Partnering with Union County on a BRIC Grant Application and Authorizing the Planning Director to Sign the Letter of Support – Action Item

MEMO

To: Town Council
From: Vicky Brooks
Date: November 2, 2020
Re: Agenda Item # 5 – Consideration of Partnering with Union County on a BRIC Grant Application and Authorizing the Planning Director to Sign the Letter of Support

Union County Senior Planner Bjorn Hansen is requesting that the town council confirm whether they want to again participate and recommit their original match amount [\$4,000 for Mineral Springs] that was committed for the BUILD grant Union County applied for earlier this year.

While the county did not receive that grant, they received a solicitation from the NC Department of Public Safety and FEMA for a Building Resilient Infrastructure and Communities (BRIC) program and submitted a Letter of Intent to them in hopes of getting feedback on the relevance and eligibility of their previous BUILD grant application to that program. Mr. Hansen has spoken with the program staff and is optimistic.

The full application deadline for the BRIC program is December 18th. In advance of that deadline, Mr. Hansen will need to take it to the Board of County Commissioners for approval to submit, which will be done on November 16th. In advance of that meeting, Mr. Hansen is seeking confirmations from all that want to participate and for them to recommit their original match amount.

The county did receive feedback from the NC Department of Public Safety on their "Letter of Intent". The application was one of the top 12 for the entire state (out of 64) and the county was asked to submit a full application.

The purpose of this grant application submission is the same as the one for the BUILD grant the county was seeking earlier this year. As you recall that grant was to have a stormwater study done in Union County and Lancaster County, SC.

Mr. Hansen will be providing the town with a Letter of Support template soon, which the council will need to authorize me to sign on behalf of the town if you choose to again partner with the county on seeking this grant.

Mayor Becker mentioned Ms. Brooks' memo was self-explanatory. This is converting the BUILD application for which the council sent a letter of intent earlier this year that did not get accepted. This one is a BRIC grant and it is still a joint project with Union County and Lancaster on developing a stormwater plan. Mr. Hansen is asking Ms. Brooks to confirm the council is still interested in sticking with our \$4,000 pledge if and when that becomes adopted.

Ms. Brooks mentioned there were two letters of intent; one goes to Mr. Hansen and one goes to the administrator at FEMA, so the council motion would also allow Ms. Brooks to sign those on behalf of the town.

Councilwoman Critz motioned to direct the planning director, Ms. Brooks, to send two letters, one to Mr. Hansen of Union County and one to FEMA and Councilwoman Coffey seconded. The motion passed unanimously.

6. Consideration of a Resolution Opposing a Union County Rezoning – Action Item

MEMO

To: Mineral Springs Town Council
From: Rick Becker
Date: October 30, 2020
Subject: Resolution Opposing High-Density Oak Grove Estates Development

The Board of County Commissioners (BOCC) of Union County is considering another high-density rezoning of approximately 32.84 acres between and to the east of Wesley Chapel and Mineral Springs. The property is zoned RA-40, or 1 house per acre. Under that current zoning, a maximum of 33 houses could be built on the property.

The rezoning to R-6 CZ would allow a total of 80 single-family houses. That is nearly *triple* the density allowed under the current zoning – at least 47 additional houses! The union County Planning Board recommended by a vote of 4 to 2 that the BOCC approve the rezoning.

The following page in your agenda packet shows a sketch plan of the proposed development. The property is at 4004 New Town Road near the intersection of Potter Road.

Mayor Becker noted the council may have a resolution every month and explained there was a detailed memo and maps about a smaller subdivision. The intent of the Western Union Municipal

Alliance (WUMA) is to speak out on each and every proposed rezoning near our borders that are going for ultra-high density.

This one is called Oak Grove Estates, which is close to Oak Grove Baptist Church at the corner of New Town and Potter.

Councilwoman Coffey motioned to adopt the resolution and Councilwoman Critz seconded.

Councilwoman Neill referred to the comment Councilwoman Critz made last month during the Park Place development discussion and explained Councilwoman Critz agreed with the resolution, but stated it probably would not do any good, which is exactly the way Councilwoman Neill feels about this one.

Councilwoman Neill thanked the Alliance and Mayor Becker for what they are doing to keep the council informed.

Mayor Becker commented he believed the public hearing for the small rezoning was held on November 2, 2020 and that he dropped the ball, because he would have attended that one to speak personally against it, because the county commissioners were already poised to hear this one. As the memo stated, the commissioners may consider it on the 16th. The council can feel free to email the county commissioners or try to contact them by phone.

Councilwoman Critz asked if any of the rezonings had been approved that the town sent in a resolution for.

Mayor Becker responded this was only the second one. The first one (Park Place) is still at the staff level, Mayor Becker believed.

Councilwoman Critz stated the council had discussed several.

Mayor Becker responded this was only the second resolution.

Councilwoman Critz asked if we knew if they had moved forward with the large one the council made the resolution for last month.

Mayor Becker responded it was no where near the commissioners yet and he was not aware of a planning board approval yet.

The motion by Councilwoman Coffey to adopt the resolution, which was seconded by Councilwoman Critz passed unanimously.

Mayor Becker suggested that Ms. Brooks send this resolution to Mr. Jenson and Lynn [West].

The Resolution is as follows:

TOWN OF MINERAL SPRINGS

RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY DENY A HIGH-DENSITY REZONING APPLICATION FOR THE OAK GROVE ESTATES/PIPER MEADOWS SUBDIVISION

R-2020-09

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

WHEREAS, a rezoning application for property located at 4004 New Town Road is being presented to the Union County Board of County Commissioners (BOCC) for approximately 32.84 acres in a residential area between the Village of Wesley Chapel and the Town of Mineral Springs located 1.12 miles from the Mineral Springs town limit and 0.94 miles from the Wesley Chapel town limit, including 80 units of high-density R-6 residential development, known as "Oak Grove Estates" or "Piper Meadows"; and

WHEREAS, the subject property abuts and is surrounded on two sides by the RA-40 Winding Creek subdivision with 67 lots on 56.73 acres and the RA-40 Majestic Forest subdivision with 20 lots on 26.28 acres; and

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

WHEREAS, the current county zoning on the property is RA-40 which would allow construction of a maximum of 33 single-family houses on the property rather than the 80 single-family dwelling units proposed; and

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

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

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

WHEREAS, traffic in the area is over capacity on Potter Road, New Town Road, and NC 84; these roads cannot sustain additional impact from high-density residential development and this proposed development will also create impacts that will overwhelm the adjacent minor country roads, all of which will negatively impact existing property owners; and

WHEREAS, the North Carolina Department of Transportation is experiencing critical funding shortages which are expected to persist into the foreseeable future, and several crucial long-planned and already-approved improvements, new highways, and road widening projects in the area have been delayed until 2030 – 2032; and

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

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

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

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

BE IT FURTHER RESOLVED that the Town Council of the Town of Mineral Springs does hereby request that the Board of County Commissioners of Union County deny the application to rezone this property to R-6 CZ and leave the current RA-40 zoning in place on the property located at 4004 New Town Road.

ADOPTED this 12th day of November, 2020.

Frederick Becker III, Mayor

ATTEST:

Vicky Brooks, CMC, NCCMC

7. Determination of Interest in Providing Solid Waste and Recycling Services – Action Item

MEMO

To: Mineral Springs Town Council
From: Rick Becker
Date: November 4, 2020
Subject: Statement of interest in providing solid waste/recycling in Mineral Springs

The Western Union Municipal Alliance (WUMA) doesn't only encourage member municipalities to draft resolutions opposing high-density rezonings in Union County, it also exists as a forum where municipalities can share information about various issues that are of interest to one or more members and even find ways to assist each other by "combining forces" on functions like providing municipal services.

At the October 21, 2020 WUMA meeting, Weddington alternate Anna Pruitt presented information on some studies she has been doing in an effort to determine if it would be beneficial to her residents for Weddington to provide solid waste and recycling services. She mentioned that per-household rates from waste contractors might be lower if two or more municipalities joined together with the same waste contractor, and asked if any other member municipalities might be interested in exploring this service.

"Off the cuff" I stated that solid waste and recycling had never been a service that our town council had considered, and that in resident surveys there was very little interest on the part of residents in adding that service, especially if a tax increase were needed. We agreed that delegates would discuss this with their governing boards and bring back those boards' guidance and decisions at the November 19 meeting.

I believe that municipalities like Weddington and Marvin, with a lot of large subdivisions with active HOA's and suburban-minded residents probably have a high percentage of their residents paying waste contractors individually for solid waste and recycling services, and a property-tax based solid waste service might be financially beneficial to those residents. However, I would guess that at least half of Mineral Springs residents bring their trash and recyclables to the Parkwood convenience center operated by Union County Public Works and pay by the bag for dropoff.

A rough guess at the cost of a municipal contract might be \$12.00/household; with approximately 1,100 households, a solid waste contract in Mineral Springs might cost \$158,400/year. At our current tax base of \$271,560,000, that contract cost would require a property tax increase of 5.8 cents per \$100, a more than tripling of our current tax rate of 2.5 cents per \$100 which is unlikely to be something our residents would want.

I am asking council to consider a motion to say either "yes" or "no" to the idea of the town of Mineral Springs providing solid waste and recycling services so that I can bring that decision back to WUMA.

Mayor Becker explained his memo was self-explanatory and he thought he knew the council's view on it, but Councilwoman Pruitt asked that they [WUMA members] bring comments back from their councils on whether there was any interest in any of the other towns looking at partnering with any of the other municipalities as they study solid waste and recycling pick-up.

Mayor Becker mentioned to the council he did not think Mineral Springs would want to pursue it, because none of the surveys have asked for it.

Mayor Becker explained it would require a property tax increase of 5.8 cents based on a rough estimate of what it would cost, so it would be raising our taxes to 8.3 cents for a service that hasn't been asked for.

The town is not being pressured into it, it is just that this was one of the things that WUMA is looking to do with the member municipalities and Mayor Becker just wanted a statement with a motion on whether the town is interested in going any further with this, so he can pass that along.

Councilwoman Neill commented at least half of her neighborhood takes their trash and recycling to Parkwood, so it would be a bad call for the town to go with this.

Mayor Becker commented it was not the sort of thing he felt the town would want to increase taxes to provide, because we have never had calls from residents to do this.

Councilman Countryman commented if you look up and down Highway 75 there are a lot of individuals that have already made individual arrangements for their trash pick-up with independent companies and he didn't think a tax increase would be beneficial to them without reviewing what the cost is on a per customer basis. Councilman Countryman stated he knew for himself it would not, because of the rate that he is being charged for his garbage service and that may very well be the case with other people up and down Highway 75, so he is opposed to it.

Councilwoman Krafft commented she was opposed to doing it because she travels Nablus Road several times a day and on trash pick-up day every single house has already contracted for services. Councilwoman Krafft thought this was something that people have already done, and she did not see any reason for raising taxes to provide a service that people have already found a way to do much cheaper.

Councilman Countryman and Councilwoman Cureton agreed with Councilwoman Krafft.

Councilwoman Coffey asked if the tax base would absorb it and if the constituents would be approving the tax increase.

Mayor Becker responded that was what the calculation was; based on what our tax base is to pay that \$158,000 a year trash contract, which is why it would require such a big tax increase. It is not

really the cost; we are not the kind of town that it seems it would be cost effective for. It is for some towns, but it does not seem like it for ours.

Councilwoman Coffey stated she agreed 100%.

Councilwoman Critz appreciated Mayor Becker putting the information about the surveys in the memo, because we have asked the question each time and it has never waffled at all that the majority of the people do not want this service throughout our municipality considering we would have to raise taxes to provide it and we have made a commitment to the community to service primarily as a caretaker of our town through zoning and conservation-minded zoning. Councilwoman Critz thought the town would be going against too many of the objectives and promises and the vision for the community to entertain this.

Mayor Becker commented it seemed to be a unanimous feeling that this is not something the town needs to pursue.

Councilman Countryman responded, "so, let's don't do it, it's that simple."

Councilwoman Neill motioned to notify WUMA that we oppose pursuing solid waste and recycling.

Mayor Becker recommended not calling it "we oppose", because they are not asking the town to do it, so it might be more like "we are not interested".

Mayor Becker asked Councilwoman Neill if that language was alright.

Councilwoman Neill responded yes.

Mayor Becker clarified the motion was to notify WUMA we are not interested in pursuing solid waste and recycling.

Councilman Countryman seconded the motion by Councilwoman Neill as modified by Mayor Becker. The motion passed unanimously.

8. Staff Updates

There were no staff updates.

9. Other Business

There was no other business.

10. Adjournment – Action Item

At 7:51 p.m. Councilwoman Coffey motioned to adjourn the meeting and Councilwoman Cureton seconded. The motion passed unanimously.

The next regular meeting will be on Thursday, December 10, 2020 at 7:30 p.m. via ZOOM.

Respectfully submitted by:

Vicky A. Brooks, CMC, NCCMC, Town Clerk

Frederick Becker III, Mayor

OCTOBER 2020
TOWN OF MINERAL SPRINGS
PERCENTAGE REPORT

OCTOBER 30, 2020 REGULAR TAX	2020	2019	2018	2017	2016	2015
BEGINNING CHARGE	69,175.36	67,890.03	67,284.39	65,386.57	61,537.39	62,152.50
TAX CHARGE						
PUBLIC UTILITIES CHARGES						
DISCOVERIES						
NON-DISCOVERIES		16.34	16.35	16.34	16.35	
RELEASES	(1.47)	(22.79)				
TOTAL CHARGE	69,173.89	67,883.58	67,300.74	65,402.91	61,553.74	62,152.50
BEGINNING COLLECTIONS	9,235.82	67,538.20	67,200.47	65,313.11	61,471.35	62,120.45
COLLECTIONS - TAX	3,676.50	(9.30)		1.39		
COLLECTIONS - INTEREST		(0.80)		0.02		
TOTAL COLLECTIONS	12,912.32	67,528.90	67,200.47	65,314.50	61,471.35	62,120.45
BALANCE OUTSTANDING	56,261.57	354.68	100.27	88.41	82.39	32.05
PERCENTAGE OF REGULAR	0.19	0.99	1.00	1.00	1.00	1.00
COLLECTION FEE 1.5 %	55.15	(0.15)	-	0.02	-	-

Mineral Springs Prior Years Property Tax Report October 2020

October 31, 2020	2011	2010			
BEGINNING CHARGE	\$64,878.42	\$64,737.60			
PUBLIC UTILITIES	\$1,319.20	\$1,251.60			
MINIMAL RELEASES	(\$145.21)	(\$152.88)			
DISCOVERIES	\$61.82	\$321.61			
ABATEMENTS (RELEASES)	(\$301.25)	(\$473.88)			
TOTAL CHARGE	\$65,812.98	\$65,684.05			
PREVIOUS COLLECTIONS	\$65,767.98	\$65,644.86			
PREVIOUS BALANCE DUE	\$19.54				\$19.54
COLLECTIONS - TAX					\$0.00
COLLECTIONS - INTEREST/FEES					\$0.00
GROSS MONTHLY COLLECTIONS					
MISC. ADJUSTMENTS					
TOTAL TAX COLLECTED TO DATE	\$65,767.98	\$65,644.86			
BALANCE OUTSTANDING	\$17.32				\$17.32
PERCENTAGE COLLECTED	99.93%	99.94%			

Mineral Springs Unpaid Property Taxes - Real and Personal as of October 31, 2020

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

Town of Mineral Springs

FINANCE REPORT October 2020

Prepared for:

The Mineral Springs Town Council

By:

Frederick Becker III
Finance Officer

December 10, 2020

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Cash Flow Report FY2020 YTD

7/1/2020 through 10/31/2020

11/16/2020

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Category	7/1/2020- 10/31/2020
INCOME	
Interest Income	1,665.51
Other Inc	
Festival 2020	
Vendor	-75.00
TOTAL Festival 2020	-75.00
Zoning	1,060.00
TOTAL Other Inc	985.00
Prop Tax 2020	
Receipts 2020	
Tax	9,235.82
TOTAL Receipts 2020	9,235.82
TOTAL Prop Tax 2020	9,235.82
Prop Tax Prior Years	
Prop Tax 2010	
Receipts 2010	
Int	2.30
Tax	2.22
TOTAL Receipts 2010	4.52
TOTAL Prop Tax 2010	4.52
Prop Tax 2011	
Receipts 2011	
Int	2.10
Tax	2.22
TOTAL Receipts 2011	4.32
TOTAL Prop Tax 2011	4.32
Prop Tax 2014	
Receipts 2014	
Int	0.20
Tax	2.87
TOTAL Receipts 2014	3.07
TOTAL Prop Tax 2014	3.07
Prop Tax 2017	
Receipts2017	
Int	0.22
Tax	1.90
TOTAL Receipts2017	2.12
TOTAL Prop Tax 2017	2.12
Prop Tax 2018	
Receipts	
Int	0.61
Tax	2.84
TOTAL Receipts	3.45
TOTAL Prop Tax 2018	3.45
Prop Tax 2019	
Receipts 2019	
Int	6.73
Tax	95.28
TOTAL Receipts 2019	102.01
TOTAL Prop Tax 2019	102.01

Cash Flow Report FY2020 YTD

7/1/2020 through 10/31/2020

11/16/2020

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Category	7/1/2020- 10/31/2020
TOTAL Prop Tax Prior Years	119.49
Sales Tax	
Sales & Use Dist	4,979.04
TOTAL Sales Tax	4,979.04
Veh Tax	
Int 2020	10.50
Tax 2020	2,333.73
TOTAL Veh Tax	2,344.23
TOTAL INCOME	19,329.09
 EXPENSES	
Attorney	900.00
Community	
Greenway	272.70
Maint	675.00
Parks & Rec	
Park	733.08
TOTAL Parks & Rec	733.08
Special Events	
Services	4,000.00
TOTAL Special Events	4,000.00
TOTAL Community	5,680.78
Emp	
Benefits	
Dental	410.00
Life	260.40
NCLGERS	5,312.76
Vision	70.00
TOTAL Benefits	6,053.16
Bond	550.00
FICA	
Med	619.40
Soc Sec	2,647.90
TOTAL FICA	3,267.30
Payroll	594.30
Work Comp	2,056.00
TOTAL Emp	12,520.76
Office	
Clerk	12,832.00
Council	3,600.00
Deputy Clerk	3,678.86
Dues	5,409.26
Equip	1,128.41
Finance Officer	11,852.00
Ins	3,267.67
Maint	
Materials	144.10
Service	2,619.40
TOTAL Maint	2,763.50
Mayor	1,700.00
Post	510.20

Cash Flow Report FY2020 YTD

7/1/2020 through 10/31/2020

11/16/2020

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Category	7/1/2020- 10/31/2020
Records	5,092.32
Supplies	582.15
Tel	3,252.90
Util	985.54
TOTAL Office	56,654.81
Planning	
Administration	
Contract	1,294.92
Salaries	11,092.00
TOTAL Administration	12,386.92
Misc	831.38
Ordinance Changes	280.00
TOTAL Planning	13,498.30
Street Lighting	296.88
Tax Coll	
Contract	207.65
Sal	100.00
TOTAL Tax Coll	307.65
Training	
Staff	75.00
TOTAL Training	75.00
TOTAL EXPENSES	89,934.18
TRANSFERS	
FROM Check Min Spgs	50,000.00
FROM MM Sav ParkSterling	100,000.00
TO MM Sav ParkSterling	-50,000.00
TO South State CD	-100,000.00
TOTAL TRANSFERS	0.00
OVERALL TOTAL	-70,605.09

Account Balances History Report - As of 10/31/2020

(Includes unrealized gains)

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

Mineral Springs Budget Comparison 2020-21

TOWN OF MINERAL SPRINGS										
BUDGET COMPARISON 2020-2021										
Appropriation dept	Budget	Unspent	Spent YTD	% of Budget	July	August	September	October	November	
Advertising	\$ 1,800.00	\$ 1,800.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Attorney	\$ 9,600.00	\$ 8,700.00	\$ 900.00	9.4%	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ -	
Audit	\$ 4,730.00	\$ 4,730.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Charities & Agencies	\$ 10,825.00	\$ 10,825.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Community Projects	\$ 30,800.00	\$ 25,119.22	\$ 5,680.78	18.4%	\$ 13.56	\$ 4,361.49	\$ 417.66	\$ 888.07	\$ -	
Contingency	\$ 3,000.00	\$ 3,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Overhead	\$ 32,500.00	\$ 19,979.24	\$ 12,520.76	38.5%	\$ 5,046.45	\$ 2,573.95	\$ 2,451.51	\$ 2,448.85	\$ -	
Elections	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire Protection	\$ 12,000.00	\$ 12,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Intergovernmental	\$ 15,000.00	\$ 15,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Office & Administrative	\$ 149,844.00	\$ 93,189.19	\$ 56,654.81	37.8%	\$ 24,631.68	\$ 9,990.84	\$ 10,875.37	\$ 11,156.92	\$ -	
Planning & Zoning	\$ 48,276.00	\$ 34,777.70	\$ 13,498.30	28.0%	\$ 4,497.87	\$ 2,912.46	\$ 3,055.95	\$ 3,032.02	\$ -	
Street Lighting	\$ 1,600.00	\$ 1,303.12	\$ 296.88	18.6%	\$ -	\$ -	\$ 217.38	\$ 79.50	\$ -	
Tax Collection	\$ 1,900.00	\$ 1,592.35	\$ 307.65	16.2%	\$ 25.00	\$ 54.83	\$ 110.99	\$ 116.83	\$ -	
Training	\$ 3,000.00	\$ 2,925.00	\$ 75.00	2.5%	\$ 75.00	\$ -	\$ -	\$ -	\$ -	
Travel	\$ 4,200.00	\$ 4,200.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ 22,405.00	\$ 22,405.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals	\$ 351,480.00	\$ 261,545.82	\$ 89,934.18	25.6%	\$ 34,589.56	\$ 19,893.57	\$ 17,428.86	\$ 18,022.19	\$ -	
Off Budget:										
Tax Refunds					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interfund Transfers					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Off Budget:			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

October 2020 Cash Flow Report - Oct 2020

10/1/2020 through 10/31/2020

11/16/2020

Page 1

Category	10/1/2020- 10/31/2020
INCOME	
Interest Income	117.17
Other Inc	
Zoning	100.00
TOTAL Other Inc	100.00
Prop Tax 2020	
Receipts 2020	
Tax	3,188.44
TOTAL Receipts 2020	3,188.44
TOTAL Prop Tax 2020	3,188.44
Prop Tax Prior Years	
Prop Tax 2014	
Receipts 2014	
Int	0.09
Tax	1.60
TOTAL Receipts 2014	1.69
TOTAL Prop Tax 2014	1.69
Prop Tax 2018	
Receipts	
Int	0.01
Tax	0.92
TOTAL Receipts	0.93
TOTAL Prop Tax 2018	0.93
Prop Tax 2019	
Receipts 2019	
Int	2.50
Tax	34.28
TOTAL Receipts 2019	36.78
TOTAL Prop Tax 2019	36.78
TOTAL Prop Tax Prior Years	39.40
Sales Tax	
Sales & Use Dist	2,406.60
TOTAL Sales Tax	2,406.60
Veh Tax	
Int 2020	6.17
Tax 2020	1,515.92
TOTAL Veh Tax	1,522.09
TOTAL INCOME	7,373.70
EXPENSES	
Attorney	300.00
Community	
Maint	675.00
Parks & Rec	
Park	213.07
TOTAL Parks & Rec	213.07
TOTAL Community	888.07
Emp	
Benefits	
Dental	82.00

October 2020 Cash Flow Report - Oct 2020

10/1/2020 through 10/31/2020

11/16/2020

Page 2

Category	10/1/2020- 10/31/2020
Life	52.08
NCLGERS	1,328.19
Vision	14.00
TOTAL Benefits	1,476.27
FICA	
Med	154.09
Soc Sec	658.73
TOTAL FICA	812.82
Payroll	159.50
Work Comp	0.26
TOTAL Emp	2,448.85
Office	
Clerk	3,208.00
Council	900.00
Deputy Clerk	792.34
Equip	493.48
Finance Officer	2,963.00
Maint	
Service	960.40
TOTAL Maint	960.40
Mayor	500.00
Post	10.20
Supplies	395.06
Tel	756.82
Util	177.62
TOTAL Office	11,156.92
Planning	
Administration	
Salaries	2,773.00
TOTAL Administration	2,773.00
Misc	259.02
TOTAL Planning	3,032.02
Street Lighting	79.50
Tax Coll	
Contract	91.83
Sal	25.00
TOTAL Tax Coll	116.83
TOTAL EXPENSES	18,022.19
OVERALL TOTAL	-10,648.49

Register Report - Oct 2020

10/1/2020 through 10/31/2020

11/27/2020

Page 1

Date	Num	Description	Memo	Category	Clr	Amount
10/5/2020	EFT...	Union County {NCV...	NCVTS 2008 (FY20...	Veh Tax:Tax 2020	R	845.86
			NCVTS Refunds (F...	Veh Tax:Tax 2020	R	-0.24
			NCVTS 2008 (FY20...	Veh Tax:Int 2020	R	1.26
			NCVTS Int Refund (...	Veh Tax:Int 2020	R	0.00
			FY2020	Tax Coll:Contract	R	-23.42
10/6/2020	EFT	Debit Card (USPS)	Postage - send audit...	Office:Post	R	-10.20
10/8/2020	EFT...	Point And Pay	FY2020	Other Inc:Zoning	R	50.00
			FY2020-Processing ...	Planning:Misc	R	-2.95
10/8/2020	EFT...	Union County	FY2020	Prop Tax 2020:Receipts 2020:Tax	R	3,188.44
			FY2020	Prop Tax Prior Years:Prop Tax 2019:R...	R	34.28
			FY2020	Prop Tax Prior Years:Prop Tax 2019:R...	R	2.50
			FY2020	Prop Tax Prior Years:Prop Tax 2018:R...	R	0.92
			FY2020	Prop Tax Prior Years:Prop Tax 2018:R...	R	0.01
			FY2020	Prop Tax Prior Years:Prop Tax 2014:R...	R	1.60
			FY2020	Prop Tax Prior Years:Prop Tax 2014:R...	R	0.09
			FY2020	Tax Coll:Contract	R	-48.42
10/12/2020	5969	R.C.S., Inc.	I/N 117326 Park Re...	Community:Parks & Rec:Park	R	-200.00
10/12/2020	5970	Bucket, Mop, And Br...	I/N CTBCom-1375 j...	Office:Maint:Service	R	-188.00
10/12/2020	5971	Taylor & Sons Mowi...	I/N 010 October reg...	Office:Maint:Service	R	-365.00
10/12/2020	5972	Clark, Griffin & McC...	I/N 7382 10/2020 (F...	Attorney	R	-300.00
10/12/2020	5973	Ken Newell	Welcome Signs 7/2...	Community:Maint		-675.00
10/12/2020	5974	Deluxe	Check forms (FY202...	Office:Supplies	R	-331.35
10/13/2020	EFT	Debit Card (AOL)	AOL Troubleshootin...	Office:Tel	R	-7.99
10/15/2020	EFT	NC Department of R...	Sales & Use Distribu...	Sales Tax:Sales & Use Dist	R	2,406.60
10/15/2020	EFT	Debit Card (Adobe)	InDesign Subscriptio...	Planning:Misc	R	-256.07
10/21/2020	5975	Union County Public...	84361*00 (FY2020)	Office:Util	R	-32.22
10/21/2020	5976	Union County Public...	91052*00 (FY2020)	Community:Parks & Rec:Park	R	-13.07
10/21/2020	5977	Terminex Services, I...	Pest Control Service...	Office:Maint:Service	R	-407.40
10/21/2020	5978	Duke Power	1819573779 (Old Sc...	Office:Util	R	-25.07
10/21/2020	5979	Duke Power	1803784140 (FY2020)	Office:Util	R	-120.33
10/21/2020	5980	Windstream	061348611 (FY2020)	Office:Tel	R	-679.77
10/21/2020	5981	Xerox Corporation	I/N 011458938 (FY2...	Office:Supplies		-63.71
10/21/2020	598...	Municipal Insurance ...	11/20 (FY2020)	Emp:Benefits:Life	R	-52.08
			11/20 (FY2020)	Emp:Benefits:Dental	R	-82.00
			11/20 (FY2020)	Emp:Benefits:Vision	R	-14.00
10/21/2020	EFT	Debit Card (Dell Ref...	Computer Precision ...	Office:Equip	R	-493.48
10/26/2020	EFT...	Union County {NCV...	NCVTS 2009 (FY20...	Veh Tax:Tax 2020	R	676.01
			NCVTS Refunds (F...	Veh Tax:Tax 2020	R	-5.71
			NCVTS 2008 (FY20...	Veh Tax:Int 2020	R	4.91
			NCVTS Int Refund (...	Veh Tax:Int 2020	R	0.00
			FY2020	Tax Coll:Contract	R	-19.99
10/28/2020	DE...	Deposit #19008	#20008 (FY2020)	Other Inc:Zoning	R	50.00
			#20008 (FY2020)	Emp:Work Comp	R	473.62
10/28/2020	5983	**VOID**NC Interloc...	Cust #587 Inv #1003...	Emp:Work Comp	R	0.00
10/28/2020	5984	Duke Power	2035221941 (FY2020)	Street Lighting		-79.50
10/28/2020	5985	Verizon Wireless	221474588-00001 (...	Office:Tel		-69.06
10/29/2020	EFT...	Paychex	Salary 10/20 (FY202...	Office:Clerk	R	-3,015.52
			Supplement 10/20 (...	Office:Clerk	R	0.00
			10/20 (FY2020)	Office:Deputy Clerk	R	-792.34
			Salary 10/20 (FY202...	Office:Finance Officer	R	-2,785.22
			Salary 10/20 (FY202...	Office:Mayor	R	-500.00

Register Report - Oct 2020

10/1/2020 through 10/31/2020

11/27/2020

Page 2

Date	Num	Description	Memo	Category	Clr	Amount
			Salary 10/20 (FY202... Office: Council		R	-900.00
			Salary 10/20 (FY202... Planning: Administration: Salaries		R	-2,606.62
			Salary 10/20 (FY202... Tax Coll: Sal		R	-25.00
			FY2020 Emp: FICA: Soc Sec		R	-658.73
			FY2020 Emp: FICA: Med		R	-154.09
10/30/2020	EFT... NC State Treasurer	10/20 LGERS contri...	Office: Clerk		R	-192.48
		10/20 LGERS contri...	Office: Finance Officer		R	-177.78
		10/20 LGERS contri...	Planning: Administration: Salaries		R	-166.38
		10/20 employer cont...	Emp: Benefits: NCLGERS		R	-1,328.19
10/30/2020	EFT Paychex Fees	Fees 10/20 (FY2020)	Emp: Payroll		R	-159.50
10/30/2020	5986 NC Interlocal Risk M...	Cust #587 I0034711...	Emp: Work Comp		R	-473.88
10/1/2020 - 10/31/2020						-10,765.66

TOTAL INFLOWS 7,736.10

TOTAL OUTFLO... -18,501.76

NET TOTAL -10,765.66

October 2020
Revenue Details

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NC Sales & Use Distribution

MUNICIPALITY	ARTICLE 39	ARTICLE 40	ARTICLE 42	ARTICLE 43	ARTICLE 44	ART 44 *524	ARTICLE 45	ARTICLE 46	CITY HH	TOTAL
UNION	2,146,826.50	1,425,381.26	1,136,524.46	-	(15.88)	309,227.95	-	-	(344,173.58)	4,673,770.71
FAIRVIEW	944.22	626.91	499.87	-	(0.01)	136.01	-	-	638.19	2,845.19
HEMBY BRIDGE	-	-	-	-	-	-	-	-	-	-
INDIAN TRAIL	79,561.20	52,824.50	42,119.50	-	(0.59)	11,459.96	-	-	53,774.63	239,739.20
LAKE PARK	7,241.43	4,807.93	3,833.60	-	(0.05)	1,043.05	-	-	4,894.41	21,820.37
MARSHVILLE	10,747.67	7,135.90	5,689.79	-	(0.08)	1,548.09	-	-	7,264.25	32,385.62
MARVIN	6,498.80	4,314.87	3,440.45	-	(0.05)	936.08	-	-	4,392.48	19,582.63
MINERAL SPRINGS	798.67	530.28	422.81	-	(0.01)	115.04	-	-	539.81	2,406.60
MINT HILL *	45.15	29.98	23.90	-	-	6.50	-	-	30.52	136.05
MONROE	253,020.12	167,992.21	133,948.20	-	(1.87)	36,444.91	-	-	171,013.81	762,417.38
STALLINGS *	42,218.85	28,031.12	22,350.55	-	(0.31)	6,081.18	-	-	28,535.30	127,216.69
UNIONVILLE	1,285.26	853.34	680.41	-	(0.01)	185.13	-	-	868.69	3,872.82
WAXHAW	84,857.88	56,341.22	44,923.54	-	(0.63)	12,222.89	-	-	57,354.60	255,699.50
WEDDINGTON *	13,200.53	8,764.46	6,988.33	-	(0.10)	1,901.40	-	-	8,922.11	39,776.73
WESLEY CHAPEL	1,888.98	1,254.18	1,000.02	-	(0.01)	272.09	-	-	1,276.74	5,692.00
WINGATE	6,906.51	4,585.56	3,656.29	-	(0.05)	994.81	-	-	4,668.04	20,811.16
TOTAL	2,656,041.77	1,763,473.72	1,406,101.72	-	(19.65)	382,575.09	-	-	-	6,208,172.65

NCVTS A/P Receipt Distribution
For the month Ending: 08/30/2020

NCVTS15

Jurisdiction	Entity	Vendor #	Inv #	Tax & Fee Amt	Int Only Amt	Com Ct	Pending Refunds	Net Amt	Status/Check#
001	Union County	0		\$ 618,183.87	\$ 1,567.85	\$ (17,466.69)	(\$2,629.80)	\$ 599,655.23	No Check
003	Voter Approved Debt Tax	0		94,295.53	236.18	(2,664.26)	(\$398.57)	\$ 91,468.88	No Check
011	Countywide Fire Tax	0		39,809.95	94.76	(1,125.29)	(\$160.65)	\$ 38,618.77	No Check
012	Countywide EMS Tax	0		64,782.10	169.57	(1,829.94)	(\$282.38)	\$ 62,839.35	No Check
013	Griffith Rd	0		278.89	1.14	(7.03)	\$0.00	\$ 273.00	No Check
014	Stack Rd	0		364.25	0.13	(8.45)	\$2.06	\$ 357.99	No Check
015	Springs Fire Tax	0		8,295.86	15.01	(235.27)	(\$6.66)	\$ 8,068.94	No Check
016	Fairview	0		815.93	-	(22.89)	\$8.87	\$ 801.91	No Check
017	New Salem	0		997.58	-	(28.00)	\$0.00	\$ 969.58	No Check
018	Beaver Lane	0		759.71	5.43	(17.46)	\$22.99	\$ 770.67	No Check
019	Bakers	0		2,335.70	-	(67.61)	(\$8.38)	\$ 2,259.71	No Check
020	Stallings Fire Tax	0		12,205.99	33.85	(353.25)	\$18.68	\$ 11,905.27	No Check
021	Unionville	0		1,056.05	0.33	(26.66)	\$9.63	\$ 1,039.35	No Check
022	Wingate	0		962.96	3.01	(24.64)	\$0.00	\$ 941.33	No Check
023	Hemby Bridge Fire Tax	0		16,723.66	36.99	(482.40)	(\$29.82)	\$ 16,248.43	No Check
024	Allens Crossroads	0		82.60	-	(2.27)	\$6.87	\$ 87.20	No Check
025	Jackson	0		407.55	0.80	(10.56)	\$12.24	\$ 410.03	No Check
026	Wesley Chapel Fire Tax	0		20,524.69	42.55	(624.31)	(\$23.67)	\$ 19,919.26	No Check
027	Lanes Creek	0		321.14	-	(8.83)	\$1.69	\$ 314.00	No Check
028	Waxhaw Fire Tax	0		16,138.01	52.13	(476.40)	(\$40.87)	\$ 15,672.87	No Check
029	Sandy Ridge	0		410.31	0.81	(9.21)	\$0.00	\$ 401.91	No Check
030	Providence	0		20.84	-	(0.52)	\$0.00	\$ 20.32	No Check
101	Village of Marvin	1832	VTFNAP2007-1	6,545.36	9.84	(204.02)	(\$29.62)	\$ 6,321.56	
200	City of Monroe	103-7	VTFNAP2007-1	257,110.10	359.96	(6,352.83)	(\$7,235.84)	\$ 243,881.39	
222	Monroe Dntwn Service	103-7	VTFNAP2007-2	269.17	-	(7.53)	-	\$ 261.64	
300	Town of Wingate	4064	VTFNAP2007-1	10,737.28	26.51	(266.14)	(\$196.20)	\$ 10,301.45	
400	Town of Marshville	5861	VTFNAP2007-1	9,625.91	24.12	(226.49)	(\$58.99)	\$ 9,364.55	
500	Town of Waxhaw	8268	VTFNAP2007-1	130,361.30	290.54	(3,879.75)	(\$651.55)	\$ 126,120.54	
600	Town of Indian Trail	2924	VTFNAP2007-1	84,123.64	173.05	(2,414.15)	(\$78.76)	\$ 81,803.78	
700	Town of Stallings	4860-2	VTFNAP2007-1	38,403.28	72.04	(1,127.97)	(\$20.73)	\$ 37,326.62	
800	Town of Weddington	7518	VTFNAP2007-1	12,197.73	55.50	(362.60)	(\$81.65)	\$ 11,808.98	
900	Village of Lake Park	1833	VTFNAP2007-1	9,786.05	26.28	(279.35)	\$24.38	\$ 9,559.36	
930	Town of Fairview	19458	VTFNAP2007-1	1,057.13	1.87	(28.62)	\$5.02	\$ 1,035.40	
970	Village of Wesley Chapel	9262	VTFNAP2007-1	1,880.55	2.90	(56.59)	\$4.97	\$ 1,831.83	
980	Town of Unionville	11530	VTFNAP2007-1	1,632.93	4.04	(43.42)	\$15.73	\$ 1,609.28	
990	Town of Mineral Springs	10870	VTFNAP2007-1	845.86	1.26	(28.42)	(\$0.24)	\$ 823.46	
999	Schools	0		1,271,506.59	3,214.43	(35,929.56)	(\$5,408.59)	\$ 1,233,382.87	No Check
Total				\$ 2,735,858.05	\$ 6,522.88	\$ (76,694.38)	(\$17,209.84)	\$ 2,648,476.71	
									AP Total
								\$ 542,049.84	

County of Union, Monroe, NC 28112

Check Number: 00066800

Invoice Date	Invoice Number	Description	Invoice Amount
08/30/2020	VTFNAP2008-1	CASH RECEIVED AUG 2020 & REFUN	\$823.46

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10870	TOWN OF MINERAL SPRINGS	00066800	10/05/2020	823.46



County of Union

500 North Main Street
Monroe, North Carolina 28112

Vendor Number Check Date Check Number
10870 10/05/2020 00066800

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

\$823.46

Pay Eight Hundred Twenty Three Dollars and 46 cents *****

To The
Order Of

TOWN OF MINERAL SPRINGS
PO BOX 600
MINERAL SPRINGS NC 28108

**EFT COPY
NON-NEGOTIABLE**

AP



County of Union

500 North Main Street
Monroe, North Carolina 28112

10870
00066800

ADDRESS SERVICE REQUESTED

TOWN OF MINERAL SPRINGS
PO BOX 600
MINERAL SPRINGS NC 28108

Jurisdiction Collection by Year
Union County

Date Distributed: 9/1/2020 to 9/30/2020

990 - TOWN OF MINERAL SPRINGS

Year	Taxes, Assessments and Misc. Charges	Late List	Interest	Total Collected	Commission	Net of Commission
2014	1.60	0.00	0.09	1.69	0.03	1.66
2018	0.92	0.00	0.01	0.93	0.01	0.92
2019	34.28	0.00	2.50	36.78	0.55	36.23
2020	3,176.71	11.73	0.00	3,188.44	47.83	3,140.61
Total:	3,213.51	11.73	2.60	3,227.84	48.42	3,179.42
Grand Total:	3,213.51	11.73	2.60	3,227.84	48.42	3,179.42

Invoice Date	Invoice Number	Description	Invoice Amount
10/07/2020	2103 TAXES	TAX/FEE/INT - SEPTEMBER 2020	\$3,179.42

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10870	TOWN OF MINERAL SPRINGS	00066924	10/09/2020	3,179.42



County of Union

500 North Main Street
 Monroe, North Carolina 28112

Vendor Number Check Date Check Number
 10870 10/09/2020 00066924

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

\$3,179.42

Pay Three Thousand One Hundred Seventy Nine Dollars and 42 cents *****

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

**EFT COPY
 NON-NEGOTIABLE**

AP



County of Union

500 North Main Street
 Monroe, North Carolina 28112

10870
 00066924

ADDRESS SERVICE REQUESTED

TOWN OF MINERAL SPRINGS
 PO BOX 600
 MINERAL SPRINGS NC 28108

NCVTS A/P Receipt Distribution
For the month Ending: 09/30/2020

NCVT15

Jurisdiction	Entity	Vendor #	Inv #	Tax & Fee Amt	Int Only Amt	Cmn Cst	Pending Refunds	Net Amt	Status/Check#
001	Union County	0		\$ 578,649.27	\$ 3,092.19	\$ (16,349.40)	(\$2,790.02)	\$ 562,602.04	No Check
003	Voter Approved Debt Tax	0		88,150.67	451.32	(2,490.26)	(\$424.79)	\$ 85,686.94	No Check
011	Countywide Fire Tax	0		37,782.28	194.30	(1,064.45)	(\$172.88)	\$ 36,739.25	No Check
012	Countywide EMS Tax	0		60,014.78	319.62	(1,698.25)	(\$299.02)	\$ 58,337.13	No Check
013	Griffith Rd	0		213.17	-	(5.01)	\$0.00	\$ 208.16	No Check
014	Stack Rd	0		514.14	2.24	(11.79)	\$0.00	\$ 504.59	No Check
015	Springs Fire Tax	0		7,036.42	43.71	(204.48)	(\$29.76)	\$ 6,845.89	No Check
016	Fairview	0		954.84	0.60	(25.76)	\$0.00	\$ 929.68	No Check
017	New Salem	0		1,240.14	-	(30.86)	\$0.00	\$ 1,209.28	No Check
018	Beaver Lane	0		1,287.66	3.05	(31.73)	\$0.00	\$ 1,258.98	No Check
019	Bakers	0		2,846.29	1.11	(74.07)	\$5.91	\$ 2,779.24	No Check
020	Stallings Fire Tax	0		12,054.33	61.68	(352.14)	-\$40.24	\$ 11,804.11	No Check
021	Unionville	0		1,859.00	2.14	(44.05)	(\$1.50)	\$ 1,815.59	No Check
022	Wingate	0		1,331.41	-	(32.50)	(\$5.97)	\$ 1,292.94	No Check
023	Hemby Bridge Fire Tax	0		16,423.81	85.73	(470.04)	(\$85.67)	\$ 15,953.83	No Check
024	Allens Crossroads	0		97.44	-	(2.48)	\$0.00	\$ 94.96	No Check
025	Jackson	0		387.48	-	(10.27)	\$0.00	\$ 377.21	No Check
026	Wesley Chapel Fire Tax	0		18,904.78	98.65	(571.75)	(\$76.70)	\$ 18,354.98	No Check
027	Lanes Creek	0		607.00	-	(13.57)	\$0.00	\$ 593.43	No Check
028	Waxhaw Fire Tax	0		15,595.74	82.36	(471.28)	(\$54.09)	\$ 15,152.73	No Check
029	Sandy Ridge	0		627.37	0.26	(15.64)	\$0.00	\$ 611.99	No Check
030	Providence	0		72.70	-	(2.47)	\$0.00	\$ 70.23	No Check
101	Village of Marvin	1832	VTFNAP2009-1	5,719.78	25.17	(171.67)	(\$7.14)	\$ 5,566.14	
200	City of Monroe	103-7	VTFNAP2009-1	241,555.36	1,019.12	(5,950.58)	(\$3,357.34)	\$ 233,266.56	
222	Monroe Downtown Service	103-7	VTFNAP2009-2	250.15	1.26	(6.70)	-	\$ 244.71	
300	Town of Wingate	4064	VTFNAP2009-1	10,383.19	66.94	(271.51)	\$0.00	\$ 10,178.62	
400	Town of Marshville	5861	VTFNAP2009-1	7,011.00	39.60	(162.33)	(\$170.56)	\$ 6,717.71	
500	Town of Waxhaw	8268	VTFNAP2009-1	127,856.08	489.49	(3,904.97)	(\$443.47)	\$ 123,997.13	
600	Town of Indian Trail	2924	VTFNAP2009-1	84,003.78	453.02	(2,367.28)	(\$192.36)	\$ 81,897.16	
700	Town of Stallings	4860-2	VTFNAP2009-1	36,674.42	173.39	(1,082.14)	(\$316.16)	\$ 35,449.51	
800	Town of Weddington	7518	VTFNAP2009-1	10,955.69	52.99	(325.71)	(\$74.15)	\$ 10,608.82	
900	Village of Lake Park	1833	VTFNAP2009-1	9,164.65	66.47	(261.68)	\$0.00	\$ 8,969.44	
930	Town of Fairview	19458	VTFNAP2009-1	705.14	3.36	(19.03)	\$0.00	\$ 689.47	
970	Village of Wesley Chapel	9262	VTFNAP2009-1	1,896.64	8.57	(56.96)	(\$10.47)	\$ 1,837.78	
980	Town of Unionville	11530	VTFNAP2009-1	1,538.31	8.45	(41.24)	\$0.13	\$ 1,505.65	
990	Town of Mineral Springs	10870	VTFNAP2009-1	676.01	4.91	(19.99)	(\$5.71)	\$ 655.22	
999	Schools	0		1,189,701.91	6,281.81	(33,611.99)	(\$5,738.78)	\$ 1,156,632.95	No Check
Total				\$ 2,574,742.83	\$ 13,133.51	\$ (72,226.03)	(\$14,210.26)	\$ 2,501,440.05	

Invoice Date	Invoice Number	Description	Invoice Amount
09/30/2020	VTFNAP2009-1	CASH RECEIVED SEPTEMBER 2020 &	\$655.22

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10870	TOWN OF MINERAL SPRINGS	00067158	10/26/2020	655.22



County of Union

500 North Main Street
Monroe, North Carolina 28112

Vendor Number Check Date Check Number
10870 10/26/2020 00067158

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

\$655.22

Pay Six Hundred Fifty Five Dollars and 22 cents *****

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

**EFT COPY
NON-NEGOTIABLE**

AP



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

10870
00067158

ADDRESS SERVICE REQUESTED

TOWN OF MINERAL SPRINGS
PO BOX 600
MINERAL SPRINGS NC 28108

ORDINANCE NUMBER _____

**AN ORDINANCE ENACTING THE REGULATION OF
SWIMMING POOL NUISANCE CONDITIONS, PRIVATE PROPERTY
THE TOWN OF MINERAL SPRINGS**

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

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

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

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

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

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

“SWIMMING POOL NUISANCE CONDITIONS, PRIVATE PROPERTY

Section (A) Administration.

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

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

Section (B) Declaration of Nuisance Conditions

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

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

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

Section (C) Complaint; Investigation of Public Nuisance

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

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

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

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

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

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

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

Section (E) Abatement Procedure.

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

Section (F) General Penalties.

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

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

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

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

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

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

Section (G) Procedure Is Alternative

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

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

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

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

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

Adopted this ____ day of _____, .

Frederick Becker III, Mayor

ATTEST:

Approved as to form:

Vicky Brooks, Town Clerk

Bobby H. Griffin, Town Attorney



**STATE OF NORTH CAROLINA
COUNTY OF UNION**

**AGREEMENT WITH
LOCAL GOVERNMENT**

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

WITNESSETH:

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

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

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

1. Contractor will provide Local Government with Contractor personnel for Code Enforcement Purposes

Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure Functions to be performed as defined in “Section A.” herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, provided to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions.
2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

N-Focus

Initials: PAR Date: 08/05/20

Mineral Springs – FY 21 Hourly Agreement

Initials: _____ Date: _____



3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Equal Employment Opportunity:** Contractor, without limitation of any provision set forth herein, expressly agrees to abide by any and all applicable federal and/or State equal employment opportunity statutes, rules and regulations, as may be from time to time modified or amended.
5. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
6. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar functions for other jurisdictions.
7. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
8. **Period of Service (POS):** Functions defined in "Section A." herein above shall be provided routinely based upon a mutually agreeable schedule during the period September 1, 2020 and ending June 30, 2021. POS as defined herein may be amended through either Termination, as set forth in "Section B.14." herein, or, Extension, as set forth in "Section B.16." herein.
9. **Level of Service (LOS):** The Functions defined in "Section A." herein above shall be delivered on an Hourly "On Call" basis as requested by Local Government.
10. **Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be invoiced by the hour at One Hundred Twenty-Five and no/100's (\$125.00) dollars per hour and, billed monthly in quarter hour increments.

N-Focus

Initials: PAR Date: 08/05/20

Mineral Springs – FY 21 Hourly Agreement

Initials: _____ Date: _____



Compensation is inclusive of all personnel costs including but not limited to limited to:

- a. Base Salary plus:
 - i. Social Security & Medicare (FICA)
 - ii. State Unemployment Insurance (SUTA)
 - iii. Federal Unemployment Insurance (FUTA)
 - iv. Worker's Compensation Insurance
- b. Benefits:
 - i. Health, Life & Disability Insurance
 - ii. Paid Vacation & Personal Time
 - iii. Paid Holidays
 - iv. Paid Travel Time
- c. Professional Development & Certifications;
- d. Cellular Communications;
- e. Company Vehicle with
 - i. Vehicle Insurance
 - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. Management cost

Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor personnel on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel time to and from Local Government jurisdiction by Contractor personnel is subject to the hourly fee stated herein. Travel time shall be pro-rated when more than one jurisdiction is served on the same trip. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government jurisdiction, or attend meetings outside Local Government jurisdiction, shall be reimbursed at the current IRS Standard Mileage Rate.

- 11. **Payments:** Local Government shall provide payment upon receipt of invoice. A late payment penalty equal to 1.5% per month of the unpaid balance may be assessed.
- 12. **Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
- 13. **Liability:** Contractor personnel provided to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 and 160D-402(c) and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.8." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless

N-Focus

Initials: PAR Date: 08/05/20

Mineral Springs – FY 21 Hourly Agreement

Initials: _____ Date: _____



from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.

14. **Termination:** Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination, compensation for all Functions actually provided by Contractor through the termination date will be due and payable at the market rate fees in effect at the time of termination. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS identified in "Section B.8." herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement termination and/or expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.
15. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2021, unless extended as defined in "Section B.16." herein.
16. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.8." herein, LOS as defined in "Section B.9." herein, Compensation as defined in "Section B.10." herein is subject to change. All other Terms & Conditions defined herein shall remain the same.
17. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
18. **Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, pandemics, acts or failures of Local Government or others.
19. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

N-Focus

Initials: PAR Date: 08/05/20

Mineral Springs – FY 21 Hourly Agreement

Initials: _____ Date: _____



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

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

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

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

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

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

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

N-Focus

Initials: PAR Date: 08/05/20

Mineral Springs – FY 21 Hourly Agreement

Initials: _____ Date: _____



Section C. ACCEPTANCE:

Patricia A. Rader

August 5, 2020

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

Date

ACCEPTED on behalf of Local Government by:

Signature

Date

Printed name of authorized person signed above

Seal of Local Government

ATTEST:

Clerk to the governing board/council of
Local Government

Date

PRE-AUDIT:

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

Finance Officer

Date

N-Focus

Initials: PAR Date: 08/05/20

Mineral Springs – FY 21 Hourly Agreement

Initials: _____ Date: _____

MEMO

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

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

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

Because the planting strips indeed fall within the town's property, they also are without question governed by the terms of the conservation easement. The two areas, one being 300 feet long and one being 120 feet long and both being 22 feet wide, are the result of the bank having been cut down more for the road construction due to the steepness of the slope in those two areas. As such, there is no native vegetation present in any of the planting strips, just bare soil between the grassy right-of-way and the natural forest. This disturbance took place prior to the establishment of the conservation easement in 2009.

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

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

STATE OF NORTH CAROLINA,

COUNTY OF UNION.

LICENSE CONTRACT

This contract of license made and entered into this 10th day of December, 2020, by and between the Town of Mineral Springs, a North Carolina municipal corporation, party of the first part, of Union County North Carolina (hereinafter called Grantor/Licensors); and The Copper Run Homeowners' Association, Inc., a North Carolina nonprofit corporation, party of the second part, of Union County, North Carolina (hereinafter called Grantee/Licensee);

WITNESSETH:

Whereas, Grantor/Licensors is the owner of property located along Crofton Road in Union County, NC, known as Tax Parcel 06-057-003E (recorded at DB 5262, page 498 in the Union County Registry), also known as "Tract C"; and

Whereas, Grantee/Licensee desires to utilize part of Grantor/Licensors' property described as follows (the "**SUBJECT PROPERTY**");

- Area 1: a strip of land beginning at the northwestern corner of Tract C, said corner also being the common eastern corner of Lot 18 of the Copper Run Subdivision and lying in the North Carolina Department of Transportation ("**NCDOT**") right of way, following the NCDOT right-of-way a distance of 300 feet eastward and extending south from and perpendicular to the NCDOT right of way a distance of 22 feet; and
- Area 2: a strip of land beginning a distance of 20 feet west of an iron set in the NCDOT right-of-way, said iron marking the western end of curve "C2", following the NCDOT right-of-way a distance of 120 feet westward and extending south from and perpendicular to the NCDOT right of way a distance of 22 feet;

These portions of land are more particularly shown on "**Exhibit 1**" attached herewith, which exhibit shows a portion of a survey by Freeman Surveying completed on March 19, 2009 and recorded in Plat Cabinet L, File 2 in the Union County Registry; and

Whereas, Grantor/Licensors desires to accommodate Grantee/Licensee; and

Whereas, Grantor/Licensors and acknowledges benefits to be derived from decorative and ornamental landscaping being installed on the Subject Property by the Grantee/Licensee;

Now, Therefore, in consideration of the benefits to be derived and other valuable consideration, receipt of which is acknowledged by Grantor/Licensor, The Town of Mineral Springs, Grantor/Licensor hereby grants a license unto the Copper Run Homeowners' Association, Inc., Grantee/Licensee, a license as follows:

1. To go upon the Subject Property, at its convenience at any time, for a period of twenty (20) consecutive years, beginning December 11, 2020 for the purposes of planting, pruning, trimming, and maintaining ornamental shrubbery on the Subject Property, and such plantings shall be selected and planted at the sole discretion of the Copper Run Homeowners' Association subject to the following additional conditions:
2. Grantee/Licensee shall not erect or install structures, walls, fences, fixtures, or equipment on the Subject Property.
3. Grantee/Licensee shall not plant nor cause to be planted on the Subject Property any of the plant species listed in the publication "NC Native Plant Society – Invasive Exotic Plants in NC – 2010", attached herewith as "**Exhibit 2**", subject to any future additions or revisions by the NC Native Plant Society.
4. The Subject Property is subject to and uses of the property are subordinate to a Conservation Easement, recorded in the Union County Registry at DB 5262, pages 504-517, granted by the Town of Mineral Springs to the State of North Carolina, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. This Conservation Easement imposes strict limitations on the use of the Subject Property. The use specified in Section 2 of this License is permissible under the terms of the Conservation easement provided that the additional prohibitions on plant species and other conditions described in this License are observed by Licensee, and that the State of North Carolina as the beneficiary of the Conservation Easement either on its own behalf or through the Catawba Lands Conservancy has given its approval to any and all plant species chosen by Grantee/Licensee. It is understood and agreed to by Grantor/Licensor and Grantee/Licensee that the Subject Property consists of two narrow strips adjoining the NCDOT right-of-way that, due to topography, were cleared of all vegetation for the purposes of roadbuilding and slope stabilization prior to the execution of the Conservation Easement on December 10, 2009, and constitute disturbed land that is free of all native vegetation as of the date of this License.
5. Licensee shall not plant vegetation in nor otherwise disturb areas subject to the Conservation Easement that lie outside the Subject Property. In addition, Licensee shall ensure that no activities are conducted or permitted on the Subject Property that would harm existing trees and shrubs outside the Subject Property, and shall not damage the roots of

those adjoining trees or shrubs through tilling or planting, nor utilize herbicides or other chemicals in such a manner as to harm adjoining trees or shrubs.

6. The entire tract subject to the Conservation Easement, including the Subject Property, is monitored annually by the Catawba Lands Conservancy (“**Conservancy**”) for compliance with the terms of the Conservation Easement. If the Conservancy notifies Grantor/Licensor of any such noncompliance caused by Grantee/Licensee, Grantor/Licensor shall notify Grantee/Licensee and Grantee/Licensee shall promptly eliminate and remediate any such noncompliant conditions.
7. This license may be revoked or terminated at any time during the twenty (20) consecutive years beginning December 11, 2020 by the Grantor/Licensor upon written notice to the Grantee/Licensee.
8. Grantee/Licensee shall not be required to remove or eradicate the shrubbery or other landscaping and plant material after any termination of the license unless any plant material is found to be in violation of Paragraph 3 or Paragraph 4, whereby Grantee/Licensee shall remove any such plant material under the requirements of Paragraph 6; however, Grantor/Licensor shall be under no obligation to trim, prune, fertilize, weed, mulch, or otherwise maintain any shrubbery or other landscaping and plant material that remains on the Subject Property after such termination.

In Testimony Whereof, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

GRANTOR/LICENSOR

TOWN OF MINERAL SPRINGS

By: _____ (SEAL)

Title: _____

GRANTEE/LICENSEE

COPPER RUN HOMEOWNERS’ ASSOCIATION

By: _____ (SEAL)

Title: _____

NOTARY PAGE:

NORTH CAROLINA
COUNTY OF UNION

I, _____, Notary Public of County and State
aforesaid certify that _____ for the Town of Mineral
Springs personally appeared before me this day and acknowledged the due execution of
the foregoing instrument for the purposes therein expressed.

Witness my hand and official stamp or seal, this the _____ day of
_____, 2020.

Notary Public

My Commission expires: _____

NORTH CAROLINA
COUNTY OF UNION

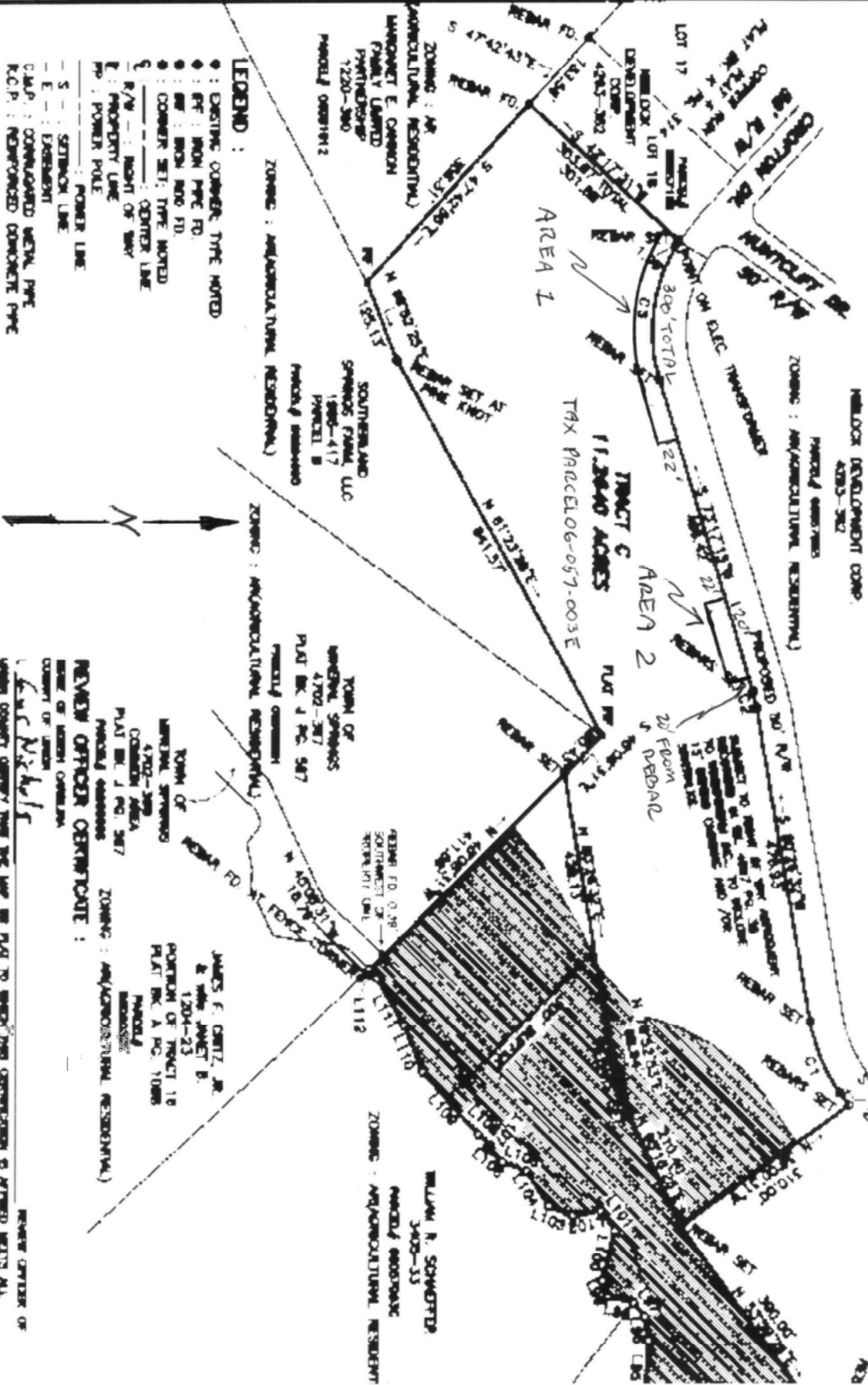
I, _____, Notary Public of County and State
aforesaid, certify that _____ personally appeared
before me this day and acknowledged that he/she is _____ of the
Copper Run Homeowners' Association, and that by authority duly given as the act of
such entity, he/she signed the foregoing instrument in its name and on its behalf as its act
and deed.

WITNESS my hand and official stamp or seal, this the _____ day of
_____, 2020

Notary Public

My Commission Expires: _____

OWNER: *William R. Schaefer*
 H. H. HUBBARD FARM
 S. 1/2 SEC. 36, T. 11N, R. 11E



LEGEND :

- : EXISTING CONCRETE TYPE MOTED
- : SF : IRON PIPE FD.
- : RW : IRON AND FD.
- : CONCRETE SET: TYPE MOTED
- : CENTER LINE : CENTER LINE
- R/W : RIGHT OF WAY
- E : PROPERTY LINE
- MP : POWER POLE
- S - : SETBACK LINE
- E - : EASEMENT
- CLAP : CONCRETE WITH PIPE
- R.O.P. : REINFORCED CONCRETE PIPE



REVIEW OFFICER CERTIFICATE :

NAME OF REVIEW OFFICER: *Eric Nichols*

DATE: *7/6/09*

MEMBER OFFICER: *Eric Nichols*

MEMBER OFFICER OF MINERAL SPRINGS TOWN: *Eric Nichols*

MEMBER OFFICER OF MINERAL SPRINGS TOWN: *Eric Nichols*

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MEMBER OFFICER OF MINERAL SPRINGS TOWN: *Eric Nichols*

NC Native Plant Society – Invasive Exotic Plants in NC – 2010

compiled by Misty Franklin Buchanan with review and input from biologists in the following agencies: NC Natural Heritage Program, NC Botanical Garden, University of North Carolina Herbarium, NC Exotic Pest Plant Council, NC DENR Aquatic Weed Control Program, US Fish & Wildlife Service, The Nature Conservancy, and the NC Zoo.

The intent of the NC Native Plant Society Invasive Exotic Plant list is to rank exotic (alien, foreign, introduced, and non-indigenous) plants based on their invasive characteristics, to educate the public and resource managers, and to encourage early detection of invasive exotic species so that a rapid response can be implemented when needed. We hope this list will help eliminate the use of invasive exotic plants in landscaping and restoration projects. The 2004 Tennessee Exotic Pest Plant Council Invasive Exotic Plant list was used as a model for organization of this list, but species listed and ranks assigned here are applicable to North Carolina. The NC Native Plant Society Invasive Exotic Plant List is considered a work in progress, and will be evaluated and updated as new information is gathered about these and other species. Please send your comments to:

North Carolina Native Plant Society
c/o North Carolina Botanical Garden
Totten Center 3375
Chapel Hill, NC 27599-3375

Background: Many introduced plants have become naturalized in North Carolina and some are replacing our native plant species. Not all exotic species are considered harmful. Invasive plants are usually characterized by fast growth rates, high fruit production, rapid vegetative spread and efficient seed dispersal and germination. Not being native to NC, they lack the natural predators and diseases which would naturally control them in their native habitats. The rapid growth and reproduction of invasive plants allows them to overwhelm and displace existing vegetation and, in some cases, form dense one-species stands. Invasive species are especially problematic in areas that have been disturbed by human activities such as road building, residential development, forest clearing, logging, grazing, mining, ditching, mowing, erosion control, and fire control activities.

Invasive exotic plants disrupt the ecology of natural ecosystems, displace native plant and animal species, and degrade our biological resources. Aggressive invaders reduce the amount of light, water, nutrients and space available to native species. Some cause increased erosion along stream banks, shorelines and roadsides. Some exotics hybridize with related native plant species, resulting in changes to a population's genetic makeup; others have been found to harbor plant pathogens, which can affect both native and non-native plants, including ornamentals. Others contain toxins that may be lethal humans and other animals. Some invasive plants compete with and replace rare and endangered species and encroach upon their limited habitat. Other problems include disruption of native plant-pollinator relationships, tree and shrub mortality due to girdling, reduced establishment of native tree and shrub seedlings, reduction in the amount of space, water, sunlight and nutrients that would be available to native species, and altered fire regimes. Invasive plants also cause economic losses and expenditures each year for agriculture, forestry, and roadside management.

Our native fauna, including insects, birds, mammals, reptiles, fish and other animals, is dependent on native plants for food and shelter. While some animals can feed on a wide number of plant species, others are highly specialized and may be restricted to feeding on several or a single plant species. As exotic plants replace our native flora, fewer host plants are available to provide the necessary nutrition for our native wildlife. In some cases, invasive plants replace nutritious native plant foods with lower quality sources. Each exotic plant is one less native host plant for our native insects, vertebrates and other organisms that are dependent upon them.

It is important to document the spread of invasive exotic plants into natural areas. When invaders are found outside of landscape plantings, they should be recorded and voucher specimens should be collected for donation to a herbarium.

To reduce invasive plant invasions, we must approach the problem in a variety of ways: stop planting them, prevent accidental introductions, manage existing infestations, minimize disturbance to forests, wetlands, and other natural communities, and learn to work with (rather than against) natural systems and cycles.

Rank 1 – Severe Threat: Exotic plant species that have invasive characteristics and spread readily into native plant communities, displacing native vegetation.

Scientific Name

Common Name

Ailanthus altissima (Mill.) Swingle	Tree of Heaven
Albizia julibrissin Durz.	Mimosa
Alliaria petiolata (Bieb.) Cavara & Grande	Garlic-mustard
Alternanthera philoxeroides (Mart.) Griseb.	Alligatorweed
Celastrus orbiculatus Thunb.	Asian bittersweet
Elaeagnus angustifolia L.	Russian olive
Elaeagnus umbellata Thunb.	Autumn olive
Hedera helix L.	English ivy
Hydrilla verticillata (L.f.) Royle	Hydrilla
Lespedeza bicolor Turczaninow	Bicolor lespedeza
Lespedeza cuneata (Dum.-Cours.) G. Don	Sericea lespedeza
Ligustrum sinense Lour.	Chinese privet
Lonicera fragrantissima Lindl. & Paxton	Fragrant honeysuckle
Lonicera japonica Thunb.	Japanese honeysuckle
Microstegium vimineum (Trin.) A. Camus	Japanese stilt-grass
Murdannia keisak (Hassk.) Hand.-Mazz.	Asian spiderwort
Myriophyllum aquaticum (Vell.) Verdc.	Parrotfeather
Paulownia tomentosa (Thunb.) Sieb.& Zucc. ex Steud.	Princess tree
Persicaria perfoliata (Linnaeus) H. Gross (=Polygonum perfoliatum L.)	Mile-a-minute vine
Phragmites australis (Cav.) Trin. ssp. australis	Common reed
Pyrus calleryana Decne.	Bradford pear
Reynoutria japonica Houttuyn (Polygonum cuspidatum)	Japanese knotweed
Pueraria montana (Lour.) Merr.	Kudzu
Rosa multiflora Thunb.	Multiflora rose
Salvinia molesta Mitchell	Aquarium water-moss
Vitex rotundifolia L.f.	Beach vitex
Wisteria sinensis (Sims) DC	Chinese wisteria

Rank 2 – Significant Threat: Exotic plant species that display some invasive characteristics, but do not appear to present as great a threat to native communities in NC as the species listed in Rank 1.

<u>Scientific Name</u>	<u>Common Name</u>
<i>Ampelopsis brevipedunculata</i> (Maxim.) Trautv.	Porcelain-berry
<i>Arthraxon hispidus</i> (Thunb.) Makino	Hairy jointgrass
<i>Bambusa</i> spp.	Exotic bamboo
<i>Berberis thunbergii</i> DC	Japanese barberry
<i>Broussonetia papyrifera</i> (L.) L'Her. ex Vent.	Paper mulberry
<i>Cardiospermum halicacabum</i> L.	Balloonvine
<i>Cayratia japonica</i> (Thunb. ex Murray) Gagnep.	Bushkiller
<i>Centaurea biebersteinii</i> DC	Spotted knapweed
<i>Clematis terniflora</i> DC (=C. dioscoreifolia)	Leatherleaf clematis
<i>Conium maculatum</i> L.	Poison hemlock
<i>Coronilla varia</i> L.	Crown vetch
<i>Dioscorea oppositifolia</i> L.	Air-potato
<i>Eichhornia crassipes</i> (Mart.) Solms	Water-hyacinth
<i>Euonymus alata</i> (Thunb.) Sieb.	Burning bush
<i>Euonymus fortunei</i> (Turcz.) Hand. – Mazz.	Winter creeper
<i>Ficaria verna</i> ssp. <i>ficariiformis</i> (F.W. Schultz) B. Walln. (=Ranunculus ficaria)	Lesser Celandine
<i>Glechoma hederacea</i> L.	Gill-over-the-ground, ground ivy
<i>Humulus japonicus</i> Siebold & Zuccarini	Japanese Hops
<i>Lamium purpureum</i> L.	Henbit
<i>Ligustrum japonicum</i> Thunb.	Japanese privet
<i>Ligustrum vulgare</i> L.	Common privet
<i>Lonicera maackii</i> (Rupr.) Maxim.	Amur bush honeysuckle
<i>Lonicera morrowii</i> A. Gray	Morrow's bush honeysuckle
<i>Lonicera standishii</i> Jaques	Standish's Honeysuckle
<i>Lonicera ×bella</i> [<i>morrowii</i> × <i>tatarica</i>]	Hybrid Bush Honeysuckle
<i>Lygodium japonicum</i> (Thunb. ex Murr.) Sw.	Japanese climbing fern
<i>Lythrum salicaria</i> L.	Purple loosestrife
<i>Mahonia beali</i> (Fortune) Carriere	Leatherleaf Mahonia
<i>Miscanthus sinensis</i> Andersson	Chinese silver grass
<i>Morus alba</i> L.	White mulberry
<i>Myriophyllum spicatum</i> Komarov	Eurasian watermilfoil
<i>Nandina domestica</i> Thunb.	Nandina
<i>Persicaria longiseta</i> (de Bruijn) Moldenke (=Polygonum caespitosum Blume)	Oriental ladies-thumb
<i>Persicaria maculosa</i> S.F. Gray (=Polygonum persicaria L.)	Lady's thumb
<i>Phyllostachys</i> spp.	Exotic bamboo
<i>Poncirus trifoliata</i> (L.) Raf.	Hardy-Orange
<i>Pseudosasa japonica</i> (Sieb. & Zucc. ex Steud.) Makino ex Nakai	Arrow bamboo
<i>Rhodotypos scandens</i> (Thunb.)	Makino jetbead
<i>Rubus phoenicolasius</i> Maxim.	Wineberry
<i>Solanum viarum</i> Dunal	Tropical soda apple
<i>Sorghum halepense</i> (L.) Pers.	Johnson grass
<i>Spiraea japonica</i> L.f.	Japanese spiraea
<i>Stellaria media</i> (L.) Vill.	Common chickweed
<i>Veronica hederifolia</i> L.	Ivyleaf speedwell
<i>Vinca major</i> L.	Bigleaf periwinkle
<i>Vinca minor</i> L.	Common periwinkle
<i>Wisteria floribunda</i> (Willd.) DC	Japanese Wisteria
<i>Xanthium strumarium</i> L.	Common cocklebur

Rank 3 – Lesser Threat: Exotic plant species that spread into or around disturbed areas, and are presently considered a low threat to native plant communities in NC.

Scientific Name

Ajuga reptans L.
 Allium vineale L.
 Artemisia vulgaris L.
 Arundo donax L.
 Baccharis halimifolia L.*
 Bromus catharticus Vahl
 Bromus commutatus Schrad.
 Bromus japonicus Thunb. ex Murray
 Bromus secalinus L.
 Bromus tectorum L.
 Buddleia davidii Franch.
 Chicorium intybus L.
 Chrysanthemum leucanthemum L.
 Cirsium vulgare (Savi) Ten.
 Daucus carota L.
 Dipsacus fullonum L.
 Egeria densa Planch.
 Fatoua villosa (Thunb.) Nakai
 Festuca pratensis Huds.
 Ipomoea quamoclit L.
 Kummerowia stipulacea (Maxim.)
 Kummerowia striata (Thunb.) Schindl.
 Liriope muscari (Dcne.) Bailey
 Lysimachia nummularia L.
 Melilotus albus Medik.
 Melilotus officinalis (L.) Lam.
 Najas minor All.
 Pastinaca sativa L.
 Perilla frutescens (L.) Britt.
 Populus alba L.
 Senecio vulgaris L.
 Setaria faberi R.A.W. Herrm.
 Triadica sebifera (L.) Small
 Tussilago farfara L.
 Vicia sativa L.

Common Name

Bugleweed
 Field garlic
 Mugwort, common wormwood
 Giant reed
 Silverling, groundsel tree
 Bromegrass, rescue grass
 Meadow brome
 Japanese bromegrass
 Rye brome
 Thatch bromegrass, cheat grass
 Butterfly bush
 Chicory
 Ox-eye daisy
 Bull thistle
 Wild carrot, Queen Anne's-lace
 Fuller's teasel
 Brazilian elodea, Brazilian water-weed
 Hairy crabweed
 Meadow fescue
 Cypressvine morningglory
 Makino Korean clover
 Japanese clover
 Liriope, Lilyturf
 Moneywort, creeping Jenny
 White sweet clover
 Yellow sweet clover
 Brittle naiad
 Wild parsnip
 Beefsteakplant
 White poplar
 Ragwort
 Nodding foxtail-grass
 Chinese tallotree
 Coltsfoot
 Garden vetch

**Baccharis halimifolia* is native to marshes and marsh borders on the outer Coastal Plain in NC, but has spread along road corridors to invade disturbed areas in the Piedmont, which is not considered its native habitat.

Watch List A: Exotic plants that naturalize and may become a problem in the future; includes species that are or could become widespread in North Carolina. At this time, more information is needed.

Scientific Name

Arum italicum P. Mill.
 Buglossoides arvensis (L.) I.M. Johnston (L.) I.M.
 Bupleurum rotundifolium L.
 Centaurea cyanus L.
 Cyperus entrerianus Böckler
 Echium vulgare L.
 Elaeagnus pungens Thunb.
 Hibiscus syriacus L.
 Hypericum perforatum L.
 Ornithogalum umbellatum L.
 Solanum dulcamara L.
 Verbascum thapsus L.

Common Name

Italian lords and ladies
 Corn gromwell
 Hound's-ear, hare's-ear
 Cornflower
 Deeprooted sedge
 Viper's bugloss
 Thorny olive
 Rose of Sharon
 St. John's-wort
 Star of Bethlehem
 Climbing nightshade
 Common mullein

Watch List B: Exotic plant species that cause problems in adjacent states but have not yet been reported to cause problems in NC.

Scientific Name

Acer platanoides L.
 Akebia quinata (Houtt.) Dcne.
 Bromus inermis Leyss.
 Carduus nutans L.
 Carex kobomugi Ohwi
 Cirsium arvense (L.) Scop.
 Commelina benghalensis L.
 Elaeagnus pungens Thunb.
 Hesperis matronalis L.
 Imperata cylindrica (Linnaeus) Palisot de Beauvois
 Iris pseudoacorus L.
 Lonicera tatarica L.
 Ludwigia grandiflora ssp. grandiflora (Michx) Greuter & Burdet
 Melia azedarach L.
 Nymphoides cristata (Roxburgh) Kuntze
 Pistia stratiotes L.
 Potamogeton crispus L.
 Quercus acutissima Carruthers
 Rhamnus cathartica L.
 Setaria italica (L.) P. Beauv.
 Setaria verticillata (L.) Beauv.
 Setaria viridis (L.) P. Beauv.
 Stachys floridana Shuttlw. ex Benth.
 Torilis arvensis (Huds.) Link
 Tragopogon dubius Scop.
 Trapa natans L.
 Tribulus terrestris L.
 Xanthium spinosum L.

Common Name

Norway maple
 Fiveleaf akebia
 Smooth bromegrass
 Musk thistle
 Japanese sedge
 Canada thistle
 Bengal dayflower
 Thorny-olive
 Dame's rocket
 Cogongrass
 Pale-yellow iris
 Tartarian honeysuckle
 Creeping waterprimrose
 Chinaberry
 Crested floating heart
 Water-lettuce
 Curly pondweed
 Sawtooth oak
 European buckthorn
 Foxtail-millet
 Bur-foxtail
 Green millet
 Florida Hedge nettle
 Spreading hedge-parsley
 Yellow goat's-beard
 Water-chestnut
 Puncturevine
 Spiny cocklebur

MEMO

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

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

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

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

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

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

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

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

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

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

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

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

THIS the 10th day of December, 2020.

Frederick Becker III, Mayor

ATTEST:

Vicky Brooks, CMC, NCCMC



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

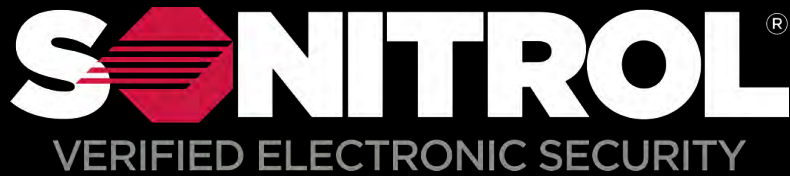
To: Town Council
From: Vicky Brooks
Date: December 2, 2020
Re: Agenda Item # 9 – Consideration of Upgrading the Town Hall Fire/Alarm System

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

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

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

Ms. Chelucci has provided us with a detailed quote/information about the offer and our system.



11/27/2020

Ms. Vicky Brooks
Mineral Springs Town Hall
3506 Potter Road
Mineral Springs, NC, 28108

RE: Security System Upgrade

Vicky,

Thank you for allowing Sonitrol the opportunity to provide you with a limited time promotional offer to upgrade your currently obsolete security system. The owners have allocated some funding to assist current clients, due to the economic climate, and we would like to extend this savings to you. It is limited in funding and may be cancelled as soon as the allocated funding runs out, so please take action as soon as possible. Now is a great time take advantage of this heavy discounted offer, before the system goes into total critical failure, due to our inability to replace or service a panel of this age.

SONITROL – FLEXIP VERIFIED INTRUSION SYSTEM UPGRADE

The new Sonitrol FlexIP Security Panel utilizes high speed internet connection with our Central Station for primary communication and does not require a telephone line. This new panel is also full supported from a service standpoint as the existing system panel and expansion modules are no longer manufactured. Moving to this new platform will ensure Sonitrol's ability to service the system in the event of critical system failure in the future. By moving to an IP based system, signal transmission times between the facility and downloads through mySonitrol are greatly reduced. Additionally, the new platform will allow for remote system management through the mySonitrol App and a variety of integrated video solutions into a single platform.

SCOPE OF WORK

With the upgrade, Sonitrol will replace the currently obsolete panel with a new FlexIP Security Panel. We will remove the existing keypad and replace with new. New wire will be run to the panel. The audio sensors and all other peripherals on the system will be retained as-is.

The new panel will require a hard-port connection to the existing Internet router/modem and be outfit with a Cradle Point cellular device as a back-up communicator should the Internet fail for any reason. **You may drop your current hard phone lines with this upgrade.**

A multi-sensor will be installed to oversee the keypad, so to provide additional information in the dispatching of Police relative to user error at the device. You will be able to access the multi-sensor cameras 24/7 via the mySonitrol remote access portal, and they will be linked to our Central Station for

additional alarm verification purposes. Through the mySonitrol app, authorized personnel can remotely access the system for arming/disarming, making user changes, viewing live video, and more.

Sonitrol also switch the communication of the Fire Alarm Panel onto cellular/IP, allowing you to drop those hard phone lines as well. Normally with this promotional offer, we do not include any fire devices, but we recommend replacement of the smoke detectors on this system, which we will included in the herein costs at the promotional discount. Existing wire will be retained as-is.

SCHEDULE OF EQUIPMENT

QTY	EQUIPMENT DESCRIPTION
1	SONITROL FLEXIP SECURITY PANEL W/ENCLOSURE AND BATTERIES
1	SONITROL LCD KEYPAD
1	CRADLEPOINT CELLULAR COMMUNICATION DEVICE
1	STARLINK CELLULAR COMMUNICATION DEVICE
1	SONITROL MULTI-SENSOR
1	LUXUL POE SWITCH
3	SMOKE DETECTORS
*	LABOR/WIRE/MISCELLANEOUS MATERIALS

PROMOTIONAL INVESTMENT PRICING

INSTALLATION COST	\$4,597.67 (PLUS TAX)
PROMOTIONAL DISCOUNT	50% (SUBJECT TO CHANGE)
INSTALLATION INVESTMENT	\$2,298.83 (PLUS TAX)
NEW MONTHLY MONITORING AND SERVICE FEE	\$180.00
24-HOUR VERIFIED INTRUSION MONITORING 24-HOUR FIRE ALARM PANEL MONITORING CRADLEPOINT CELLULAR DATA PLAN STARLINK CELLULAR DATA PLAN MYSONITROL REMOTE ACCESS VIDEO VERIFICATION FULL COMMITMENT TO SERVICE PLAN	

FULL COMMITMENT TO SERVICE PLAN DESCRIPTION

- **FULL-SERVICE WARRANTY** - Sonitrol extends a (5) year full-service warranty for normal repair and/or replacement on all equipment installed by Sonitrol, including labor and trip charges during normal business hours (Monday through Friday; 8:00 a.m. – 6:00 p.m.). Acts of nature, damage, customer abuse or misuse of the system are not included.
- **\$15,000 PERFORMANCE WARRANTY** - Sonitrol guarantees that we will detect and report any forcible entry made to the perimeter of your building while your Burglary Intrusion system is in operation and if we are responsible for a missed break in; Sonitrol will pay up to \$15,000 of your losses as a result. Ask your consultant for more details.
- **FALSE ALARM GUARANTEE** – If you receive a false alarm fine due to a Sonitrol dispatch and not caused by your employees, the Phone Company or act of nature, Sonitrol will work to get the fine voided or will credit you the fine up to 100% of your monthly service fee.
- **ANNUAL PREVENTATIVE MAINTENANCE** – Sonitrol will perform an annual preventative maintenance visit on your system to help ensure your system stays in good working condition.
- **PRIORITY SERVICE** – Sonitrol guarantees a service technician at your site within (3) hours of your emergency request with the Charlotte region or upstate, SC or we will pay \$50.00 for the inconvenience and waive any additional labor fees associated with the emergency.
- **LIFETIME SUPPORT, TRAINING & TECHNICAL ASSISTANCE** – Whenever you request, we will provide phone support and on-site training for you and your staff on the proper use of your video and security services.

INCLUDED SERVICES

- **MYSONITROL REMOTE ACCESS** – The mobile app provides users the capability to remotely and securely browse their facilities via easy to use map or text, remote Arming and Disarming, view and filter historical events, manage system users, cards, codes, and view live video.
- **VIDEO VERIFICATION** – Sonitrol will have the ability to receive live video from selected interior cameras within the facility if an attempted break-in occurs allowing for enhanced alarm verification & a higher priority dispatch of the local responding agency during an alarm event.

NOTES & EXCLUSIONS

- Changes to the system design beyond the original scope of work will be billed on a T & M basis.
- If, during the course of installation, it is discovered that existing wiring or other existing devices have damage or compatibility issues not readily apparent during our initial site survey, or when work begins, Client shall be advised of this, and repair and/or replacement will be on a time and materials basis, billable with Client's prior approval.
- Landlines to the current system can be cancelled with this upgrade.
- Client must provide high speed internet connection for Central Station Monitoring.
- Installation requires new monitoring and service agreement.
- Discount applied is subject to approval – quotation valid until funding is no longer available.

We appreciate your loyalty and thank you for trusting Sonitrol with your security needs. We hope to address the issues you have been having with the cleaning crew, by allowing you to remotely check the status of the system 24/7, view the associated camera near the keypad, and by allowing arming/disarming of the security system from home, as needed. Please do not hesitate to contact me with questions, concerns, or for more information.

Best Regards,

Kristin Chelucci

Commercial Security Consultant

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Mobile: (980) 475-9652

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DRAFT

2021 Mineral Springs Holiday Schedule

The following public holidays are established for the Town of Mineral Springs employees. The town hall will officially be closed on the days indicated below.

Monday, January 18, 2021	Birthday of Martin Luther King, Jr.
Monday, February 15, 2021	President's Day
Monday, April 5, 2021	Easter Monday
Monday, May 31, 2021	Memorial Day
Monday, July 5, 2021	Independence Day
Monday, September 6, 2021	Labor Day
Monday, October 11, 2021	Columbus Day
Thursday, November 11, 2021	Veterans Day
Thursday, November 25, 2021	Thanksgiving Day
Friday, November 26, 2021	Thanksgiving Day Holiday
Thursday, December 23, 2021 – Thursday, December 30, 2021	Christmas Holiday Week
Friday, December 31, 2021	New Year's Eve

Town Council reviewed on December 10, 2020