



TO: Mayor and Town Council

FROM: Joseph Fivas, Town Manager

DATE: Aug 11, 2015

SUBJECT: 5 Year Transportation Plan

Staff has updated the 5 Year Strategic Transportation Plan. Staff would like to have feedback and direction on the implementation on this plan. Staff will post a revised Plan on Monday.



TO: Mayor and Town Council

FROM: Joseph Fivas, Town Manager

DATE: Aug 11, 2015

SUBJECT: Downtown Implementation Plan

At the August 3rd Economic Development Advisory Committee Meeting, the Committee discussed the future of our Downtown area, and what steps need to be taken in the future to begin development of this area. The Committee requested staff to get Council feedback on this project, and review the Downtown Implementation Plan. The completed and updated Plan will be posted on Monday.



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: 6 Month Park & Recreation work plan

Town staff is currently working on a 6 month Parks & Recreation work plan. Items included in this plan include programming, update on current events and future plans. There will be more information available on Monday and a presentation on Tuesday August 11th.



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Crooked Creek Dog Park

Town staff has been working diligently on the Crooked Creek Park dog park. Staff has created an agreement that all users will have to complete to gain access into the dog park. The agreement as well as the policies and procedures are below. The agreement and policies have been reviewed and approved by our PARC committee during our May meeting. Staff will give a presentation on Tuesday August 11th to further discuss the dog park.

Staff Recommendation:

Staff recommendation is the approval of this agreement that includes the rules of the dog park.

Town of Indian Trail Dog Park Agreement

Located at Crooked Creek Park · 5900 Oakwood Lane, Indian Trail, NC 28079

Operating hours: Sunrise to Sunset

The Dog Park is a fenced in area that will remain locked at all times. In order to access the Dog Park, users **must submit the following paperwork to the Town of Indian Trail (TOIT) Parks & Recreation Department at the Cultural Arts Center:**

- One Town of Indian Trail Dog Park Agreement application per dog;
- A copy of each pet's Rabies Vaccination Certificate, Bordetella, and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza) records provided by the pet's animal clinic, which must be attached to application form (include given and expiration dates for all vaccines); and
- Proof of Identity: A valid Driver's License/ID card with current address.

Submit all paperwork to: Town of Indian Trail (TOIT) Parks & Recreation Department at the Cultural Arts Center.

TOIT Dog Park Passes will be given out after an application has been approved. Users are required to have this pass at all times during visits to the Dog Park.

This is an annual pass. Please see below annual pass rates:

Type	Resident	Non-Resident
Single Dog	FREE	\$50
Multi-Dog	FREE	\$50 + \$25/additional dog

An annual registration fee is required. For each application, a single pass will be issued which will require renewal annually. ****Additional or reprinted passes will cost \$10.00****

Town of Indian Trail Dog Park Pass Application

Owner's First Name: _____ Owner's Last Name: _____

Owner's Date of Birth: _____ Check one: Registration Renewal

Are you an Indian Trail Resident? Yes No

Street Address: _____ City: _____ Zip: _____

Phone: (H) _____ (C) _____ Email: _____

Dog 1:

Name: _____ Breed: _____

Gender: Male Female Age: _____

Rabies Expiration Date: ____ / ____ / ____ Rabies ID#: _____

Proof of vaccinations provided by an animal clinic receipt or note (Rabies, Bordetella and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza))

Dog 2:

Name: _____ Breed: _____

Gender: Male Female Age: _____

Rabies Expiration Date: ____ / ____ / ____ Rabies ID#: _____

Proof of vaccinations provided by veterinarian receipt or note (Rabies, Bordetella and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza))

Dog 3:

Name: _____ Breed: _____

Gender: Male Female Age: _____

Rabies Expiration Date: ____ / ____ / ____ Rabies ID#: _____

Proof of vaccinations provided by veterinarian receipt or note (Rabies, Bordetella and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza))

Disclaimer: The Town of Indian Trail will be adding these email addresses to the Town's email blasts used for Town communications.

The Town of Indian Trail made clear that to use the Dog Park area, owners must complete an application for Dog Park privileges, present vaccination records and pay the appropriate fee. I understand that the Town of Indian Trail has no knowledge about the behavior or temperament of animals using the area; therefore, the Town of Indian Trail cannot be held liable for any altercations that happen in or around the Dog Park area.

In consideration of receiving Dog Park privileges for myself and the dog(s) identified in this application, I hereby represent and warrant as follows: my dog(s) _____ / _____ / _____ has/have received a rabies vaccination and that all vaccinations are up to date, that the veterinary records attached are the true and accurate records for the dog(s) identified in this application, and that all information provided is accurate and truthful. I realize that providing false information may result in revocation of Dog Park privileges. I further understand and accept that despite the efforts of the Town of

Indian Trail to see that Dog Park users comply with licensing and vaccination requirements, there is a risk that not all dogs present in the Dog Park are licensed and vaccinated.

I hereby release the Town of Indian Trail, its officers, employees and agents from any and all responsibility or liability for injuries or damages to myself or my dog due to my use of, or participation in activities, at the Dog Park. I also agree to indemnify and save harmless the Town of Indian Trail, its officers, employees and agents from and against all loss, cost, damages, expense and liability including death, personal injury or disease and damage to real or personal property resulting from (1) my negligent acts; (2) the acts or behavior of my dog, and (3) injury that may occur to me or my dog or my property as a result of the acts, conduct or behavior of other users of the park, including other dogs.

I have carefully read this Acknowledgement of Risk and Release and understand and accept its terms and conditions. I have also received a copy of the rules for Dog Park usage and agree to abide by these rules. I realize non-compliance of Dog Park rules may result in revocation of Dog Park use privileges.

Owner Name (Print): _____

Owner Signature: _____

Date: _____

Town of Indian Trail Dog Park Rules & Etiquette

- A Town of Indian Trail Dog Park Pass is required to enter the park. Users without passes will not have access to the Dog Park. If a user gains access without a pass or does not have a pass at the time of admittance into the park, the user will be asked to leave the park area. *Do NOT put Dog Park privileges or pets at risk by allowing entrance to unauthorized persons and pets. If users are caught doing this, passes will be revoked.*
- Park & Recreation Staff have the authority to close the site for maintenance, weather related problems, rentals, special events or other reasons.
- Dog owners must be years 18 or older to acquire a Dog Park Pass. Children accompanying dog owners must be strictly supervised at all times and at least 12 years old to be allowed inside the Dog Park. Spectators should remain outside the fence area.
- No animals other than dogs may be brought into the fenced area.
- In accordance with the Town of Indian Trail's Animal Control Ordinance, all dogs are required to wear identification in the form of current rabies immunization tag, pet registration service tag or a commercially available tag with owners current contact information on it.
- North Carolina State Law requires that any owner of a dog shall have their pet vaccinated by 4 months of age and are responsible for keeping their pets' vaccinations up to date.
- Aggressive and female dogs in heat are not allowed inside the park. **Owners must immediately leash and remove dogs from the park at the first sign of aggressive, hostile or combative behavior.** Any dog found to have bitten another dog/person will lose all park privileges. The Town of Indian Trail has the right to prohibit any dogs and/or type/breed of dog from entering the Dog Park.
- Owners of a dog are responsible for the conduct of their pet(s) at all times while on park property. Park users and dog owners assume all risks related to use of the Dog Park. The Town of Indian Trail and its Park & Recreation Department are not responsible for individual's pets or any injuries that may occur while using this facility. Enter at own risk. N.C. State Law requires all dog bites of humans to be reported to the Union County Communications Center at 704-289-1591 or call 911 and a Deputy will be dispatched.
- All dog owners must be in the park and within view and voice control of their dog(s) at all times.
- All dogs must be leashed until safely inside the Dog Park and returned to a leash prior to exiting.
- No more than three dogs per owner in the Dog Park at one time.
- Any person in charge of a dog to must remove feces deposited by the dog on publicly-owned property.
- Choke, prong, pinch and spike collars are prohibited; therefore, the user must remove said items prior to entering the Dog Park.
- Separate areas for Small and Large Dogs are provided. The Small Dog area is designated for dogs 25 pounds or less. Owners must use the appropriate area for their dog.
- Dogs must be at least six months old to enter the Dog Park.
- Sick or injured animals are not permitted in the Dog Park.
- It is recommended that owners only bring dogs that have been spayed or neutered.
- Owners must stop their dogs from digging and must fill any hole created by their dog.
- No dog food, bones or dog chews are permitted in the Dog Park. Bite-sized training treats are permitted as long as they are administered by the dog owner.
- Professional dog trainers are not permitted to use the facility to conduct business unless prior approval is granted by the Town of Indian Trail Parks & Recreation Department.
- No food allowed inside the Dog Park.
- Strollers, bicycles and skateboards are not allowed inside the Dog Park.
- When leaving the Dog Park, please remove all tennis balls, toys or other personal items or they will be discarded. The Town of Indian Trail is not responsible for any and all personal belongings.

I have read the above rules and understand that violating any of these rules will result in Dog Park privileges being terminated without refund.

Signed _____

Date: _____



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Storage Building

Crooked Creek Park has become a regional destination for families and park patrons of all ages. In order to maintain the property, staff uses several pieces of large equipment and tools on a daily basis. At this time staff does not have a way to safely store this equipment at the park. Staff would like to have a garage/storage building built at the park to safely store this equipment and increase work productivity by having everything on site. If this area is built staff will eliminate the need to travel to and from an area transporting equipment.

Staff Recommendation:

Approval for staff to have a storage building constructed at Crooked Creek Park by Custom Buildings for the amount of \$24,466,40.



CUSTOM BUILDINGS
 P.O. Box 1672
 Cornelius, NC 28031
 (704)948-6084
 fax@custombuildings.us

Estimate

Date	Estimate #
06/30/2015	1163
	Exp. Date

Address
Jay Tryon City of Indian Trail 100 Navajo Trail Indian Trail, NC 28079

Home #
704-821-4207

Quantity	Activity	Rate	Amount
1	• 40 by 40 garage to include the following,smart panel siding,8 ft. walls with 2 by 4 studs,manufactured trusses,25 yr. shingles with tar paper and plywood clips,2- 9by7 rolla-doors,36 in. steel entry door.40 ft. ridgevent	28,784.00	28,784.00

this price is for the building only . You will need to have some one else do the concrete and footers. Thanks, Jim 704-948-6084

SubTotal	\$28,784.00
Discount (15%)	\$ -4,317.60
Total	\$24,466.40

Accepted By

Accepted Date

Authorized Signature

Purchaser's Signature

06/30/2015



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

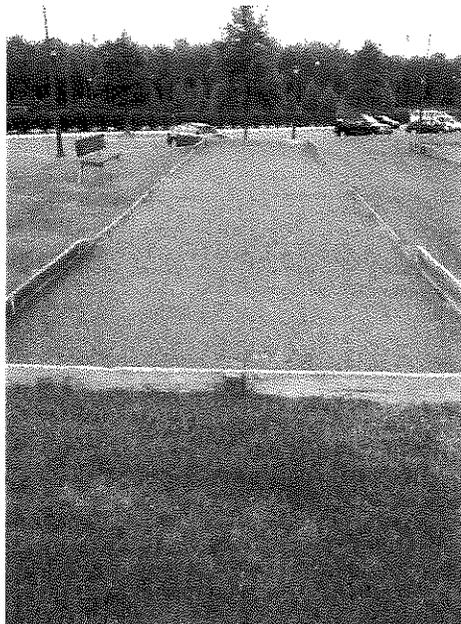
DATE: August 7, 2015

SUBJECT: Outdoor game equipment – Bocce Courts

Staff would like to purchase additional outdoor game equipment for Crooked Creek Park. This equipment would include two bocce courts. These amenities would provide additional activities for the residents and be an area that appeals to all ages. Please see the image below that represent what the equipment would resemble.

Staff Recommendation:

Approval to purchase and install two bocce courts. The supplies for the border would be purchased at lowes for the amount of \$261.56. The materials for the base would be purchased through Andolina Materials for the amount of \$896.70.



OMZR130A

LOWE'S HOME CENTERS, LLC
TNN 3907

PAGE: 1

PROJECT ESTIMATE

JAY QUOTE

CONTACT: TRYON, JAY
CUST #: 149069331

SALESPERSON: CAPONE, STEPH
SALES #: 146039

PROJECT NUMBER: 442872355

DATE ESTIMATED: 06/30/15

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
32	489253	5/4X6X10 PREMIUM DECKING(20168	S54610TP25EL	215.04
1	225795	PGP 3-IN STAR DRIVE GRN SCRW 5	LP3ST5	39.98
TOTAL FOR ITEMS				245.02
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				16.54
TOTAL ESTIMATE				261.56

This Quote is valid until 07/30/15.

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.
THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS
ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER.
QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT
TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE
OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME
ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE
SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR
QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS;
OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

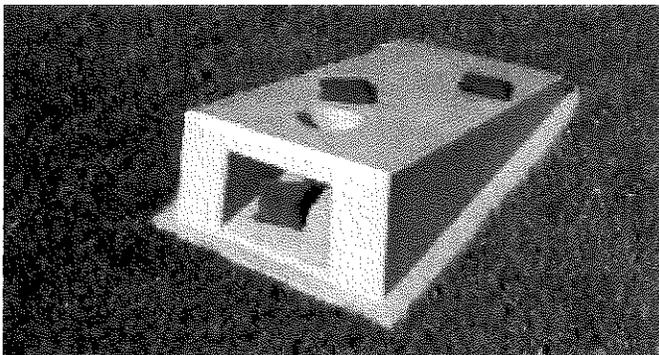
DATE: August 7, 2015

SUBJECT: Outdoor game equipment

Staff would like to purchase additional outdoor game equipment for Crooked Creek Park. This equipment would include three concrete cornhole sets. These amenities would provide additional activities for the residents and be an area that appeals to all ages. Please see the image below that represent what the equipment would resemble.

Staff Recommendation:

Approval to purchase and install three concrete corn hole sets through Doty and Sons Concrete Products for \$2,345.43



Doty & Sons Concrete Products, Inc.

1275 East State Street
Sycamore, IL 60178

Phone: 800-233-3907
Fax: 815-895-8035

Quotation

Date	Quotation Number
6/26/2015	217194

Name / Address
TOWN OF INDIAN TRAIL JAY TRYON 100 NAVAJO TRAIL INDIAN TRAIL, NC 28079
Customer Phone

Ship To
TOWN OF INDIAN TRAIL INDIAN TRAIL, NC 28079
Customer Fax

Project/Job	Terms	FOB	Rep	Ship Via
		28079	SD	MOTOR FREIGHT
Item	Description	Qty	Price Each	Total
BYOB5531	ALL CONCRETE BAG TOSS GAME SET. SIZE: 55" LONG X 31" WIDE. EACH SET CONSISTS OF TWO PERMANENT CONCRETE BOARDS INCLUDES TWO COATS OF SEALER. BAGS AVAILABLE BUT NOT INCLUDED IN THIS PRICE.	3	620.00	1,860.00
SH2	PACKING AND SHIPPING WITH LIFTGATE SERVICE - SEE COMPLETE DESCRIPTION BELOW.	3	161.81	485.43
Total				

IF YOU WISH TO PLACE AN ORDER, PLEASE SIGN AND DATE WHERE INDICATED AND RETURN BY FAX. THANK YOU FOR THE OPPORTUNITY TO SUBMIT THE ABOVE QUOTATION. THE INDICATED PRICE IS VALID FOR 30 DAYS.
NOTE: ANY CHANGE IN ITEM OR QUANTITY WILL REQUIRE A REBID.

Quoted by:	
Signature:	Date:

Doty & Sons Concrete Products, Inc.

1275 East State Street
Sycamore, IL 60178

Phone: 800-233-3907
Fax: 815-895-8035

Quotation

Date	Quotation Number
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Name / Address
TOWN OF INDIAN TRAIL JAY TRYON 100 NAVAJO TRAIL INDIAN TRAIL, NC 28079
Customer Phone

Ship To
TOWN OF INDIAN TRAIL INDIAN TRAIL, NC 28079
Customer Fax

Project/Job	Terms	FOB	Rep	Ship Via
		28079	SD	MOTOR FREIGHT
Item	Description	Qty	Price Each	Total
SH2D	SH2 DESCRIPTION - ALL SHIPPING CHARGES SHOWN ABOVE. SHIPPED BY MOTOR FREIGHT CARRIER WITH LIFTGATE GROUND SERVICE (ON PALLETS). SHIPPED TO ONE BUSINESS ADDRESS AND LOWERED TO THE GROUND AT ONE LOCATION ONLY. YOUR PERSONNEL MUST MEET DRIVER WITHOUT DELAY FOR INSPECTION OF SHIPMENT. CUSTOMER TO UNPACK ITEMS AND SET AT SPECIFIC SITES. DELIVERY FEES ARE BASED ON FUEL PRICES TODAY. BECAUSE OF UNCERTAIN FUEL COSTS IN THE FUTURE, WE RESERVE THE RIGHT TO ADD OR SUBTRACT ANY CHANGE IN FUEL COSTS IN EFFECT ON THE DAY OF DELIVERY. ADDITIONAL FREIGHT COMPANY SERVICES, IF NEEDED, MUST BE SPECIFIED ON PURCHASE ORDER AND CHARGES WILL BE ADDED ONTO FINAL BILLING.		0.00	0.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00
Total			\$2,345.43	

IF YOU WISH TO PLACE AN ORDER, PLEASE SIGN AND DATE WHERE INDICATED AND RETURN BY FAX. THANK YOU FOR THE OPPORTUNITY TO SUBMIT THE ABOVE QUOTATION. THE INDICATED PRICE IS VALID FOR 30 DAYS. NOTE: ANY CHANGE IN ITEM OR QUANTITY WILL REQUIRE A REBID.

Quoted by:	
Signature:	Date:



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

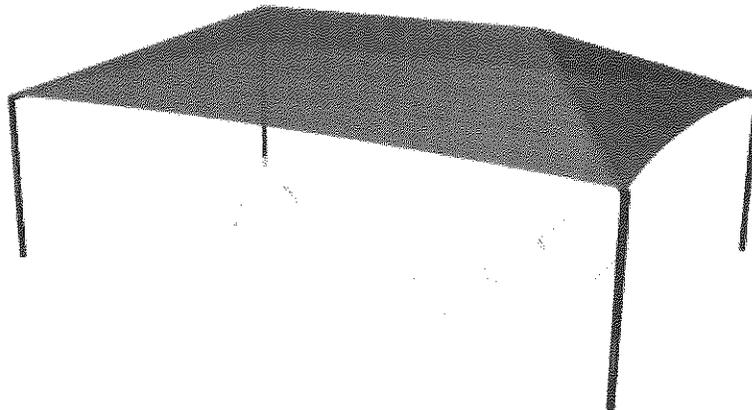
DATE: August 7, 2015

SUBJECT: Shade structures

Crooked Creek Park currently has one shelter that provides shaded seating and a gathering place for upto 25 people. This shelter is used daily and has been extremely popular. Staff would like to construct two additional shade structures that would provide additional gathering place for events as well as overall shade for our park visitors. Both of these shade structures would be larger and be able to accommodate larger groups and be placed strategically close to additional park amenities.

Staff Recommendation:

Approval of the purchase and construction of two shade structures for Crooked Creek Park. As shown below or relatively the same. This item would be purchased through Playground Safety Services for the amount of \$10,845.00 per unit for a total of \$21,690.00





Proposal

PO Box 2729
 Shelby, NC 28151
 Phone (704) 487-7774 Fax (704) 480-7775

Date	Proposal #
6/30/2015	GT-150630-03

Customer Information
Jay Tryon Town of Indian Trail Parks and Recreation 100 Navajo Trail Indian Trail, NC 28079

Comments or Special Instructions: Price is based on PSSI receiving a 50% deposit of \$5,680.52 with full payment being made within 25 days after job completion

SALESPERSON	PROPOSAL NUMBER	WO#	ESTIMATOR	CARRIER	TERMS
GT	GT-150630-03		GT	TBD	30 Days

Quantity	DESCRIPTION	UNIT PRICE	AMOUNT
1	30' x 30' Four Post Hip Structure with an 8' Eave Height	6,600.00	6,600.00
1	Turnkey Installation	3,200.00	3,200.00
<p>The Successful Installation of this project requires the Following:</p> <ol style="list-style-type: none"> 1. Clear Area of <u>32' x 32'</u> with adequate drainage and 2% Slope Maximum 2. Site must be accessible for Heavy Equipment - 2000 PSF. 3. Area must allow access for tandem dump truck to deliver surfacing within 100' of designated playground site. 4. Water within 200' of designated playground site. 			

Accepted By: _____	SUBTOTAL	\$ 9,800.00
	TAX RATE	6.75%
	SALES TAX	\$ 516.04
	SHIPPING & HANDLING	\$ 1,045.00
	TOTAL	\$ 11,361.04

If you have any questions concerning this Quotation, contact Greg Taylor, 704-487-7774, greg@playgroundsafety.com

THANK YOU FOR YOUR BUSINESS!



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Masterplan

With the completion of phase one of Crooked Creek park staff recommends that current master plan is updated. The updated master plan will serve as a tool to strategize the goals of the department as well as the Town. The update will provide an opportunity to complete an assessment for future opportunities for the park as well as analyze the surrounding offerings.

Staff Recommendation:

Approval to pursue an updated master plan for Crooked Creek Park with Woolpert as the consultant in the amount of \$15,500.00

Professional Service Agreement

Reg # RS-00337

THIS AGREEMENT, made this ____ day of _____, 2015, between Woolpert North Carolina, PLLC (Woolpert) and Town of Indian Trail, North Carolina (Client), is for Woolpert to provide master planning services per Attachment A.

Compensation to be paid to Woolpert for providing the requested Services is per the following breakdown:

Project Management / Startup/ Programming	\$ 2,500.00
Concept/ Master Plan.....	\$ 6,000.00
Stakeholders Meetings	\$ 3,000.00
Character Sketches.....	\$ 3,500.00
Reimbursables / Final Deliverables	\$ 500.00
Proposed Lump Sum Fee	\$ 15,500.00

Any services beyond those identified in this Agreement shall be considered Additional Services. Unless otherwise agreed, such Additional Services shall be performed on a Unit Cost/Hourly Fee basis. Prior written approval may be utilized for authorizing of Additional Services provided Woolpert receives this documentation and agrees that the terms and conditions are acceptable. Any modifications or additions to the terms and conditions of this Agreement must be effected through a properly executed Addendum and any such changes beyond scope, compensation, or schedule included in an email transmission shall be considered void and of no effect. Reimbursable expenses include direct expenses included but not limited to travel, lodging, meals, telephone and fax, copies, shipping/overnight delivery, prints, and computer time, times a multiple of 1.10.

Woolpert agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Woolpert shall perform its services with due and reasonable diligence consistent with sound professional practice. If services are disrupted or delayed for reasons beyond Woolpert's control, the completion date and fee will be modified accordingly. This Agreement shall remain in effect until December 31, 2015, unless terminated as provided herein.

Woolpert shall generally submit invoices on a monthly basis. These invoices shall be due and payable by the Client upon receipt. The Client hereby agrees that it will make payment for said Services within 15 days from the date of the invoice. If Client fails to make payment as provided, Woolpert may immediately suspend its services or terminate this Agreement, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay costs of collection, including attorneys fees, and interest at a rate of 1.5 percent per month.

Woolpert shall carry appropriate workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance.

In the event the Project identified in this Agreement is suspended, canceled, or abandoned, Woolpert shall be compensated to the date of notice of suspension, cancellation, or abandonment.

Woolpert shall not be responsible for or have control over construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work. Nor shall Woolpert be responsible for any contractor's failure to carry out the

work in accordance with plans, specifications, or with applicable laws or regulations. Woolpert shall have no responsibility for the discovery, presence, handling, removal, transportation, or disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

Neither party will assign or transfer its interest in this Agreement, but Woolpert may subcontract certain portions of the Services. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client. Woolpert is an independent contractor to the Client and is not an employee, agent, joint-venturer, or partner of the Client.

If a dispute between the parties arises out of or relates to this Agreement, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. The limit of liability of Woolpert to the Client for any cause or combination of causes resulting from the Services rendered hereunder shall be, in total amount, limited to the fees paid under this Agreement or twenty-five thousand dollars, whichever is greater.

The Client shall provide basic project data and Woolpert shall be entitled to rely on any and all information provided. The Client shall review Woolpert's work thoroughly and promptly, provide direction as necessary, and give notice of any defect in Woolpert's work or services. The Client shall, within 14 days of notice of any defect in work or service, give written notice to Woolpert describing the defect and providing any costs associated with such defect. The Client waives any right to set-off or recovery of costs associated with any defective work or service unless the Client strictly complies with this provision and provides written notice as required herein.

All documents prepared or furnished by Woolpert are instruments of service, and Woolpert shall retain an ownership and property interests therein. The Client may make and retain hard (i.e., not electronic) copies of documents for use on the project. Documents are not intended or represented to be suitable for reuse. Woolpert shall not be required to provide or deliver electronic copies of documents unless specifically required in the description of Professional Services. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either expressed or implied, with respect to performance of electronic files, if such files are provided or delivered to Client.

This Agreement embodies the entire agreement and understanding between the parties.

Town of Indian Trail, NC

Woolpert North Carolina, PLLC

Signed: _____

Signed: _____

Typed Name: Joseph A. Fivas

Typed Name: Kenneth L. Bullock, RLA, ASLA

Title: Town Administrator

Title: Vice President

Date: _____

Date: _____

Address: 100 Navajo Trail
Indian Trail, NC 28079

Address: 11301 Carmel Commons Blvd.
Suite 300
Charlotte, NC 28226

Attachment A: Scope of Services

Woolpert Contact

Andrew R. Pack, RLA, ASLA

Project Manager

Direct Line (704) 526-3102

Cell (704) 577-1914

andrew.pack@woolpert.com

Services

PROJECT UNDERSTANDING

The Town of Indian Trail is seeking assistance in the revision of the master plan of the 140 - acre Crooked Creek Park. The phase one of the park is near completion and is to be opened in spring 2015. The Woolpert Team will review the original master plan as prepared by Woolpert in 2012 and prepared an updated master plan. The project task is to continue to meet the continuing growing recreational needs for the community and citizens of Town of Indian Trail. One of the new program elements to be explored is the placement of a "Miracle Field".

Approach

Foremost in our approach is a highly participatory process that uses the tools and techniques of a staff charrette, a focus / stakeholders meeting and a final presentation to Town Council. Woolpert will provide the project management and planning skills to maintain the existing momentum for the parks development for the Town of Indian Trail, the community and the various stakeholders.

PROGRAMMING/ PLANNING STAGE

Task I - Project Startup

- **Project Startup:** The Woolpert Team (consultant) will work with the Town to confirm the project schedule and milestone, programming for the updated master plan and strategize the goals and objectives of the vision statement for the project.
 1. **Startup Meeting**—Town and consultant meet to initiate the project, review scope, desired outcomes, programming, schedule and communications.
 - **Base Information:** The consultant will use existing mapping and base data gathered during the phase one of the project for the overall base map for the project.

-
- **Site Analysis/ Assessment/ Suitability**—The consultant will also utilize previous site analysis information prepared on the project that identified the existing physical, regulatory conditions, community context in order to review the strengths, weaknesses opportunities and threats that will influence planning efforts of the update master plan.
 - **Programming**- The consultant will discuss the desired programming elements to be considered for the updated master plan (including the “Miracle Field”) with the Town staff.

Task II - Concept

The Woolpert team will generate an updated concept for the park based upon items listed in task 1.

1. **Concept:** The consultant will prepare a conceptual sketch to test ideas/ visions by the desired programs, suggestions obtained at the start-up meeting with the Town.
2. **Planning Team Meeting:** The consultant will work with the Town with organizing another planning team meeting to review the concept for the park prior to presenting the information at the “Special Meeting” meeting with the selected stakeholders.

Task III - “Special Meeting” - Stakeholders / Staff Meeting Charette

The Woolpert Team will conduct and facilitate a “Special Meeting” meeting with selected stakeholders (Parks Committee and Miracle Field Committee) and staff and document the results.

MASTER PLANNING STAGE

Task IV - Master Plan Development

1. **Update Master Plan Refinement:** The Woolpert team will refine the concept into the graphical, colored rendering of the site Master Plan for the park site. It will describe graphically the intensity, nature and character of the development. The team will also update the probable construction cost estimate (in 2015 dollars).

Task V- Production and Presentation

1. **Master Plan Meetings:**
 - Issue the draft Updated Master Development Plan to the Town for review and make final revisions to the plans.
 - Present the Updated Master Development Plan to Town Council
2. **Updated Master Development Plan Submittal:** Submit the final plan maps / graphics, including both hard copy and electronic formats. The graphics will be both full sized, at

an appropriate scale. Woolpert will provide a final rendered plan (*at an appropriate scale, JPEGs and any PowerPoint information for Town use, etc.*)

3. Woolpert will also provide (2) two character/ perspective sketches of the park. These perspectives will be done as free hand graphics in color. The graphics will be suitable as marketing material will be provided in electronic format.

Schedule

Woolpert shall perform the services as outlined in this proposal as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved. Woolpert shall complete the master planning no later than 4 to 5 weeks following an agreement for the Date of Commencement.

Work Item	Dates
<u>PROGRAMMING PLANNING STAGE</u>	
Start-up Meeting w/ Staff	Week of April 27, 2015
<u>CONCEPT MASTER PLAN</u>	
Concept	Begin week of April 27, 2015
• Staff Meeting to review Concept	1 st of the Week of May 11, 2015
• Stakeholders Meeting (2 separate mtgs)	End of the Week of May 11, 2015
• Staff Meeting/ Charette	1 st of the Week of May 18, 2015
• Character Sketches	End of the week of May 18, 2015
<u>MASTER PLANNING STAGE</u>	
Draft Master Plan / Costs Estimates	Begin week of May 18, 2015
• Staff Meeting to review Updated MP	Week of May 25, 2015
Presentation to Council (if needed)	June 9, 2015 (2 nd Tuesday of Month)

Additional Services

The following services are not anticipated as being needed, however, they are included as additional services. It is understood that should any of these or other services be desired, separate negotiations with the Town will be required.

- Conducting additional stakeholder / focus group / community meetings or presentations not already stipulated in this scope of services.
- Providing additional programming and recreation services analysis beyond this Agreement.
- Providing services for an informal / formal polling survey for the newspaper or Town's website / mail.

- Providing additional site graphic maps/ AutoCAD drawings / maps for the project not already stipulated in this scope of services.
- Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Town or publicly available.
- Providing conceptual or schematic master planning services associates with any proposed architectural facilities
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted landscape architectural/planning / engineering practices.
- Preparing a report or executive summary for the project.
- Providing any other marketing/ brochure graphics, and management recommendations (i.e. entity of maintenance, operation, security).
- Providing any engineering traffic studies, environmental services or surveying for this master planning project.

Billing Rates

The following hourly rates would be in effect should the Town expand the scope of the project or require additional services:

• Senior Project Manager	\$165.00
• Project Manager / Senior Registered Professional	\$135.00
• Registered Professional / Associate Project Manager	\$115.00
• Professional / Senior Technician	\$ 95.00
• Associate Professional / Technician.....	\$ 80.00
• Associate Technician / Clerical	\$ 65.00



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Picnic Tables

Crooked Creek Park has quickly been growing to become a destination not only in Indian Trail but also Union County. With the additional amenities staff would like to pursue we would also like to pursue adding additional picnic tables. The proposed tables would add an additional area for park visitors to enjoy the outdoors.

Staff Recommendation:

Approval to purchase and install additional picnic tables at Crooked Creek Park through Highland Park Products in the amount of \$8,420.80



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431
 PHONE: 561.620.7978 • FAX: 561.620.8668
WWW.THEPARKCATALOG.COM

Quote	
SQ-081664	06/29/2015

Customer	Ship To
Town of Indian Trail Jason Tyron 130 Blythe Dr Indian Trail, NC US 28079 Phone: 704-821-4207 Fax:	Town of Indian Trail Jason Tyron 130 Blythe Dr Indian Trail, NC US 28079 Phone: 704-821-4207 Fax:

THANK YOU FOR CHOOSING HIGHLAND PRODUCTS GROUP!
SALES QUOTE TOTAL: \$4210.40 (DETAILS ON 2ND PAGE)
ASK ABOUT OUR NEW »» BEST PRICE GUARANTEE ««
IF YOU FIND A LOWER QUOTE FOR THIS PRODUCT, WE WILL NOT ONLY MATCH IT BUT BEAT IT!

TERMS & CONDITIONS

SHIPPING: All merchandise is sold F.O.B. Deliveries are made during normal business hours, 8am - 4pm Monday - Friday.
Standard shipping charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver is under no obligation to help you unload. If you are unable to accept a shipment via this method you must purchase additional services.
Additional Services: Residential Delivery, Limited Access Delivery, Liftgate Service, Inside Delivery, Construction Site Delivery, Notify Before Delivery.
Service Discrepancies: If there is a discrepancy in the services requested and the minimum services required to deliver the product, Highland reserves the right to charge the customer for any necessary additional services provided at the time of delivery.
Inspection of Shipments: It is the customer's responsibility to verify the delivery is for the correct product, count the number of pieces being delivered, and inspect for damages PRIOR to signing the delivery receipt provided by the driver. All claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery.
 Highland Products does NOT GUARANTEE replacement parts or product FREE of charge due to concealed or unreported damages
Assembly May Be Required. Many of our products are shipped unassembled in order to minimize damage and lower freight charges.
CANCELLATIONS: All cancellations must be done in writing prior to shipping. Made-to-Order items already in production may not be cancelled.
RETURNS: We will accept returns of unused products up to 30 days from shipping date subject to ALL of the following terms and conditions:
Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
Shipping Returns: All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
Re-Stocking & Shipping Fees: The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
Web-Orders: For online orders, HPG is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
Made-to-Order or Personalized items are not returnable unless a defect in manufacturing is presented to us with pictures prior to return.

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



3350 NW BOCA RATON BLVD., SUITE B2 • BOCA RATON, FL • 33431
 PHONE: 561.620.7878 • FAX: 561.620.8568
WWW.THEPARKCATALOG.COM

Quote	
SQ-081664	06/29/2015

Customer	Ship To
Town of Indian Trail Jason Tyron 130 Blythe Dr Indian Trail, NC US 28079 Phone: 704-821-4207 Fax:	Town of Indian Trail Jason Tyron 130 Blythe Dr Indian Trail, NC US 28079 Phone: 704-821-4207 Fax:

Account	Quotation	Terms	Job Reference	Account Rep	Date
881908481	SQ-081664	Pre-Pay		CARRIE	06/29/2015

Item	Description	Qty	Unit Price	Unit Disc	Amount
398-6005	Everest Series 6-Ft. Heavy Duty Picnic Table	4	\$649.00	\$84.37	\$2258.52
	Pattern: Diamond	4	\$0.00	\$0.00	\$0.00
	Color: Blue	4	\$0.00	\$0.00	\$0.00
Comment					
398-6007	Everest Series 8-Ft. Heavy Duty ADA Picnic Table	2	\$699.00	\$90.87	\$1216.26
	Pattern: Diamond	2	\$0.00	\$0.00	\$0.00
	Overhang Style: TBD	2	\$0.00	\$0.00	\$0.00
	Color: Blue	2	\$0.00	\$0.00	\$0.00
Comment					

NOTES:

* Unless otherwise noted shipping charges include standard delivery only. Liftgate service, notify before delivery available at additional cost.

To accept this proposal please sign here _____

Credit card holder name _____

Card No. _____

CVV 2Code _____ Exp. Date _____

Card Billing Address _____

City _____ State _____ Zip _____

Customer agrees to inspect all deliveries for damage and correct quantities and to note any discrepancies on freight bill and report them to Highland within 48 hours of receipt of goods or forfeit any right to freight damage claims or shortages.

Subtotal	\$3474.78
Shipping	\$735.62
Sales Tax	\$0.00
Total	\$4210.40

PRODUCT PRICE QUOTE IS VALID FOR 30 DAYS



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Disc golf equipment

In the current Crooked Creek Park masterplan one of the amenities is a disc golf course. At this time staff would like to begin the planning for this disc golf course and purchase the equipment need to create a course. Disc golf is quickly becoming one of the most popular sports in the country and has a very high following in the North Carolina region. The addition of a disc golf course at Crooked Creek will provide a great amenity for our community and be an activity that will also will program and offer lessons and leagues once the course is complete.

Staff Recommendation:

Approval to purchase disc golf course equipment for Crooked Creek Park through Innova for the amount of \$4,254.00



QUOTE

June 25, 2015

To: Jay Tryon

Re: Disc Golf Target Quote – Indian Trail

Please find below the disc golf equipment quote you requested.

Description	Qty	Price	Ext. Price
• DISCatcher PRO 28-Chain P.D.G.A. approved disc golf target – Permanent Style (Price includes one set of installation hardware)	9	\$325	\$2,925
• Innova Rubber Tee Mat (9x5 teeing area)	9	\$105	\$945
• Freight - LTL			\$384
QUOTE TOTAL			\$4,254

Additional course equipment options to consider

- Custom color tops - \$60 per target (18 targets), \$75 per target (9 targets)
- Additional installation sleeves - \$25 each
- Flag sets for target tops - \$25 per set
- Tee mat stitching \$15 per seam

Please feel free to give me a call toll free at 1-800-476-3968 if you have any questions.

Take care,

David Shope
Sales / Customer Service
Innova Disc Golf

INNOVA Disc Golf
2850 Commerce Drive • Rock Hill, SC 29730
(803) 366-5028 • Toll Free (800) 476-3968 • Fax (803) 329-3472
website: www.innovadiscs.com



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Additional Swing

The Crooked Creek Playground has been extremely busy and the residents have provided the town with positive reviews. At this time staff would like to purchase an additional toddler swing to expand the amenities at the playground. This additional swing will provide more items for the families to enjoy the park. This swing would match the same setup that is currently installed at the playground.

Staff Recommendation:

Approval to install an additional swing at the Crooked Creek playground through Cunningham recreation for the amount of \$1,970.46



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #103907

08/07/2015

Crooked Creek-Swing Bay (revised)

Town of Indian Trail
 Attn: Jason Tryon
 304 Matthews-Indian Trail Road
 Indian Trail, NC 28079
 Phone: 704-821-4207
 JTryon@admin.indiantrail.org

Project #: P78605
 Ship To Zip: 28079

Quantity	Part #	Description	Unit Price	Amount
1	5151	GameTime - PT Solo Swing Frame 3 1/2" x 8'	\$939.06	\$939.06
1	INSTALL	MISC - Installation of GT Swing Frame	\$800.00	\$800.00

Site must be clear, level, free of obstructions and accessible.
 Contract: USC

SubTotal: \$1,739.06
 Tax: \$74.01
 Freight: \$157.39
Total Amount: \$1,970.46

Pricing: Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included.

Lead Time/Shipment: Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

Payment Terms: Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

Returns: Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

Acceptance of this proposal indicates your agreement to the terms and condition stated herein.

Wish to pay by credit card? Please complete the following information:

_____ Mastercard _____ Visa _____ AMEX

Credit Card Number: _____ Exp Date: _____

CSC, Carde Security Code: _____

Name as it appears on card: _____

Amount to be charged to card: _____

Email or Fax credit card receipt to: _____



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #103907

08/07/2015

Crooked Creek-Swing Bay (revised)

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.

Acceptance of quotation:

Accepted By (printed): _____ Date: _____
 Title: _____ P.O. No: _____
 Telephone: _____ Fax: _____

Purchase Amount: **\$1,970.46**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

 Salesman Signature Customer Signature

ORDER INFORMATION:

Bill to: _____ Ship to: _____
 Contact: _____ Contact: _____
 Address: _____ Address: _____
 Address: _____ Address: _____
 City, State, Zip: _____ City, State, Zip: _____
 Tel: _____ Fax: _____ Tel: _____ Fax: _____



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: August 7, 2015

SUBJECT: Electronic gates

Staff would like to purchase and have two automatic gates installed at Crooked Creek Park. These gates would automatically open and close the park on a timer system. By adding this feature to the park we will be able to better serve the residents and park visitors on a daily basis. The system will also increase safety amongst the park and provide a set open and closing procedure.

Staff Recommendation:

Approval to purchase and have automatic gates installed at Crooked Creek Park through Gateway fencing in the amount of \$7,380.00



3724 Old Monroe Road
 Matthews, NC 28104
 Phone 704-821-3540
 Fax 704-821-3384

Estimate

Date	Estimate No.
4/10/2015	3551145

Name/Address
Indian Trail Park & Rec. ATTN: Jason

Ship To

Valid Through	Rep	Project
4/10/2015		

Qty	Description
1	<p>Installation of 2- 26' Opening Single Barrier Gates with Power Operators. Includes 7 Day Timer, Photo Eye, and 2- Remote Transmitters.</p> <p>This does not include the electrical that will be needed, but if you would like we can quote you on that as well.</p>

If you have any questions, please let us know! 704-569-5817	Subtotal \$7,380.00
--	----------------------------

E-mail	Web Site
gatewayfencing20@yahoo.com	gatewayfencenc.com

Sales Tax (0.0%)	\$0.00
Total	\$7,380.00

Phone
704-821-3540

Gateway Fencing, Inc. requires a deposit of 50%. Certain jobs may require an increased deposit amount. Please contact the office with any questions or concerns regarding deposit amounts.



TO: Mayor and Town Council

FROM: Joseph Fivas, Town Manager

DATE: Aug 11, 2015

SUBJECT: NCDOT Poplin Road Roundabout Agreement

NCDOT has scheduled the construction of the Poplin Road Roundabout for 2016. NCDOT is requesting the Town to partner with them on this project. The Town would not provide any Town funds for the project, but the Town would collect the funds from private development contributions from past zoning approval agreements.

Staff Recommendation:

Staff recommends the approval of the attached Agreement with NCDOT, and also allows the Town Manager and Town Attorney to execute the Agreement when it is necessary in the project development process.

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –
MUNICIPAL AGREEMENT**

UNION COUNTY

DATE: 6/29/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: W-5210N

AND

WBS Element: 45340.3.FD14

TOWN OF INDIAN TRAIL

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Indian Trail, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project 45340.3.FD14, in Union County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the installation of a roundabout at the intersection of Rocky River Road (SR 1514) and Poplin Road (SR 1508) in Union County.

PLANNING AND DESIGN

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

UTILITIES

4. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the Project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

6. Upon completion of the Project:
 - A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.

- B. The improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

FUNDING

7. The Municipality shall participate in the total project costs up to a maximum of \$200,000.00. Based on the total estimated cost for all phases of the project of \$877,509.21, the Municipality shall submit a check for Two Hundred Thousand Dollars (\$200,000.00) to the Department's Division Engineer upon notification that the Department has requested Construction Authorization from the Federal Highway Administration. The \$200,000.00 shall be considered the Municipality's full and complete payment for its participation in the Project. Upon completion of the project, if actual costs exceed the amount of funding, the Department shall be responsible for any overrun. If the Department fails to construct the Project for any reason, then the Department shall refund to the Municipality the full amount of payment. It is the Department's goal to let the Project by June 30, 2016.
8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, the City hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said City by the General Statutes of North Carolina, Section 136-41.1, until such time as the Department has received payment in full.

ADDITIONAL PROVISIONS

9. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
10. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
11. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
12. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

13. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
14. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
15. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF INDIAN TRAIL

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the Town of Indian Trail as attested to by the signature of _____

Clerk of the _____ on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Indian Trail
Attention: Mr. Rox Burhans
P.O. Box 2430
Indian Trail, NC 28079

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



TO: Mayor and Town Council

FROM: Joseph Fivas, Town Manager

DATE: August 11, 2015

SUBJECT: Local Street Construction Projects

Town staff has completed Pavement Evaluation of all Town owned Streets. Staff has prepared a proposal for the Council to consider for the next streets to be worked on by the Town.



TO: Mayor and Town Council

FROM: Joseph Fivas, Town Manager

DATE: August 11, 2015

SUBJECT: Policy for Campaigning During Fall Events

This fall the Town will have several Town events. In order to provide an equitable access to these events for elected officials to campaign the Town has developed a policy.

Staff Recommendation:

Staff recommends to establish a policy that any person from the public running for elective office may campaign at our Town events. However, these officials must register as a vendor for the event, and the Town will designate a special area for all campaigning. No campaigning or campaign materials will be allowed outside of these designated areas.