	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	9	1,865.00
Transfer Out:	7	1,865.00
Cancel:	0	0.00
Encumbrances:	0	0.00

Batch: AGADDY Updated Entries: 16 Updated Amount: 3,730.00 Ref Num: 626

TOWN OF INDIAN TRAIL
BUDGET TO BUDGET AMENDMENT REQUEST

DATE: 9/29/2016
DEPARTMENT: Parks and Rec

Account Number	*Account Description*	*(Transfer In/Out)*	*Amount*
10-80-6130-493-003	Sunset Series - CC Movie	IN	21.18
10-80-6130-493-004	Cultural Arts Festival	OUT	21.18

EXPLANATION:
Transfer funds for over encumbered event

REQUESTED BY: Branden Chopelas
FINANCE: Jim Wojtowicz 9/29/16
TOWN MANAGER: Scott Kaufhold

For Finance Dept Only:

EFFECTIVE DATE:	9/29/2016	JOURNAL NO. ASSIGNED:	627
FISCAL YEAR:	17	ENTERED:	BWC
PERIOD:	3	DATE:	9/29/2016

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	1	21.18
Transfer Out:	1	21.18
Cancel:	0	0.00
Encumbrances:	0	0.00

Batch: BWC Updated Entries: 2 Updated Amount: 42.36 Ref Num: 627

Batch Id: BWC Batch Date: 09/29/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
10-80-6130-493-003 Sunset Series - CC Movie	Transfer In	transfer to overencumbered account	21.18	1
10-80-6130-493-004 Cutural Arts Festival	Transfer Out	transfer to overencumbered account	21.18	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
General Fund	10	0.00	0.00	21.18	21.18	0.00	0.00
Total Of All Funds:		0.00	0.00	21.18	21.18	0.00	0.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	1	21.18
Transfer Out:	1	21.18
Cancel:	0	0.00
Encumbrance:	0	0.00
Total:	2	42.36

There are NO errors in this listing.

Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Kelley Southward, Town Clerk

DATE: October 11, 2016

SUBJECT: Consent Agenda 9d-Repeal Resolution #R160913-01 fixing the public hearing date for Annexation #143 for 10-11-16

-AND-

Consent Agenda 9e-approve resolution #R161011-01 fixing the public hearing date for annexation #143 for October 25, 2016

During the 9-27-16 Town Council Meeting, Council directed staff to delay the October 11, 2016 public hearing that had been scheduled on 9-13-16 for the Hawfield Annexation so that a community meeting for the conditional zoning associated with the property (and other properties). Since the public hearing was scheduled by Resolution and is not going to occur we need Council to repeal this resolution and approve a new resolution with the new public hearing date suggested for October 25th.

9d

Repeal this Resolution

STATE OF NORTH CAROLINA)
)
TOWN OF INDIAN TRAIL)

RESOLUTION #160913-01

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION # 143 for Parcels #07120005A 90, 07120008) PURSUANT TO G.S. 160A-31

WHEREAS, petition requesting annexation of the areas described herein have been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Indian Trail, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Town of Indian Trail Civic Building at 6:30 P.M. on the 11th day of October, 2016.

Section 2. The area proposed for annexation is described as follows:

Parcel# 071-200-08
5.00 Acres
6250 Hawfield Road
LYING AND BEING IN UNINCORPORATED UNION COUNTY, NORTH CAROLINA, BEGINNING AT AN FOUND IRON REBAR ON THE SOUTHERLY SIDE OF HAWFIELD ROAD BEING A 20+- GRAVEL DRIVE
AND BEING THE COMMON CORNER OF REO FUNDING SOLUTIONS III LLC RECORDED IN DEED BOOK 5801 PAGE 703 OF THE UNION COUNTY PUBLIC REGISTRY AND NANCY P. ADAMS RECORDED IN DEED BOOK 3505 PAGE 523 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE WITH SAID PROPERTIES THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES (1) NORTH 37-23-30 EAST 309.13 FEET TO AN IRON PIPE FOUND; (2) NORTH 37-23-37 E 108.50' FEET TO AN IRON PIPE FOUND; (3) SOUTH 47-25-15 EAST 506.91 FEET TO AN IRON REBAR FOUND; (4) SOUTH 36-36-44 WEST 451.23 FEET TO AN IRON REBAR FOUND WITHIN THE RIGHT-OF-WAY OF HAWFIELD ROAD; THENCE WITH SAID ROAD THE

FOLLOWING 4 (FOUR) COURSES AND DISTANCES (1) NORTH 42-17-58 WEST 100.00 FEET TO A POINT; (2) NORTH 42-27-58 WEST 247.45 FEET TO A POINT; (3) NORTH 43-57-01 WEST 127.34 FEET TO A POINT; (4) NORTH 54-16-03 WEST 43.14 FEET TO THE POINT AND PLACE OF BEGINNING
AND CONTAINING 5.00 ACRES+- AS SURVEYED BY CHRISTOPHER D. FAULK WITH METROLINA ENGINEERING & SURVEYING ASSOCIATES ON APRIL 26, 2016 L-5013

AND

Parcel# 071-200-05-90
3.26 Acres Hawfield Road
LYING AND BEING IN UNINCORPORATED UNION COUNTY, NORTH CAROLINA, BEGINNING AT A FOUND IRON REBAR ON THE SOUTHERLY SIDE OF HAWFIELD ROAD BEING A 20+- GRAVEL DRIVE
AND BEING THE COMMON CORNER OF REO FUNDING SOLUTIONS Ill LLC, TRACTS #2 & #4, RECORDED IN DEED BOOK 5801 PAGE 703 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE WITH SAID PROPERTIES NORTH 22-50-00 EAST 166.04 FEET TO A TACK IN AN IRON PIPE FOUND; THENCE CONTINUING NORTH
30-52-39 EAST 311.61 FEET TO AN IRON REBAR FOUND; THENCE CONTINUING SOUTH 49-39-11 EAST
399.44 FEET TO AN IRON PIPE FOUND AND BEING THE COMMON CORNER OF REO FUNDING SOLUTIONS
Ill LLC AND NANCY P. ADAMS RECORDED IN DEED BOOK 3505 PAGE 523; THENCE WITH SAID PROPERTIES SOUTH 37-23-30 WEST 309.13 FEET TO AN IRON REBAR SET WITHIN THE RIGHT-OF-WAY OF HAWFIELD ROAD; THENCE WITH SAID ROAD THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; (1) NORTH 70-59-15 WEST 9.28 FEET TO A POINT; (2) NORTH 69-41-30 WEST 65.79 FEET; (3) NORTH 74-56-
49 WEST 172.38 FEET TO A POINT; (4) NORTH 82-49-23 WEST 104.93 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 3.26 ACRES AS SURVEYED BY CHRISTOPHER D. FAULK WITH METRO UNA
ENGINEERING & SURVEYING ASSOCIATES ON APRIL 26, 2016 L-5013.

Section 3. Notice of the public hearing shall be published in a newspaper having general circulation in the Town of Indian Trail, North Carolina, at least ten (10) days prior to the date of the public hearing.

Michael L. Alvarez, Mayor

ATTEST:

Kelley Southward, Town Clerk

STATE OF NORTH CAROLINA)
) **RESOLUTION #160913-01**
TOWN OF INDIAN TRAIL)

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION # 143 for Parcels #07120005 90, 07120008) PURSUANT TO G.S. 160A-31

WHEREAS, petition requesting annexation of the areas described herein have been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Indian Trail, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Town of Indian Trail Civic Building at 6:30 P.M. on the 25th day of October, 2016.

Section 2. The area proposed for annexation is described as follows:

Parcel# 071-200-08
5.00 Acres
6250 Hawfield Road
LYING AND BEING IN UNINCORPORATED UNION COUNTY, NORTH CAROLINA, BEGINNING AT AN FOUND IRON REBAR ON THE SOUTHERLY SIDE OF HAWFIELD ROAD BEING A 20+- GRAVEL DRIVE
AND BEING THE COMMON CORNER OF REO FUNDING SOLUTIONS Ill LLC RECORDED IN DEED BOOK 5801 PAGE 703 OF THE UNION COUNTY PUBLIC REGISTRY AND NANCY P. ADAMS RECORDED IN DEED BOOK 3505 PAGE 523 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE WITH SAID PROPERTIES THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES (1) NORTH 37-23-30 EAST 309.13 FEET TO AN IRON PIPE FOUND; (2) NORTH 37-23-37 E 108.50' FEET TO AN IRON PIPE FOUND; (3) SOUTH 47-25-15 EAST 506.91 FEET TO AN IRON REBAR FOUND; (4) SOUTH 36-36-44 WEST 451.23 FEET TO AN IRON
REBAR FOUND WITHIN THE RIGHT-OF-WAY OF HAWFIELD ROAD; THENCE WITH SAID ROAD THE

FOLLOWING 4 (FOUR) COURSES AND DISTANCES (1) NORTH 42-17-58 WEST 100.00 FEET TO A POINT; (2) NORTH 42-27-58 WEST 247.45 FEET TO A POINT; (3) NORTH 43-57-01 WEST 127.34 FEET TO A POINT; (4) NORTH 54-16-03 WEST 43.14 FEET TO THE POINT AND PLACE OF BEGINNING
AND CONTAINING 5.00 ACRES+- AS SURVEYED BY CHRISTOPHER D. FAULK WITH METROLINA ENGINEERING & SURVEYING ASSOCIATES ON APRIL 26, 2016 L-5013

AND

Parcel# 071-200-05-90
3.26 Acres Hawfield Road
LYING AND BEING IN UNINCORPORATED UNION COUNTY, NORTH CAROLINA, BEGINNING AT A FOUND IRON REBAR ON THE SOUTHERLY SIDE OF HAWFIELD ROAD BEING A 20+- GRAVEL DRIVE
AND BEING THE COMMON CORNER OF REO FUNDING SOLUTIONS III LLC, TRACTS #2 & #4, RECORDED IN DEED BOOK 5801 PAGE 703 OF THE UNION COUNTY PUBLIC REGISTRY; THENCE WITH SAID PROPERTIES NORTH 22-50-00 EAST 166.04 FEET TO A TACK IN AN IRON PIPE FOUND; THENCE CONTINUING NORTH
30-52-39 EAST 311.61 FEET TO AN IRON REBAR FOUND; THENCE CONTINUING SOUTH 49-39-11 EAST
399.44 FEET TO AN IRON PIPE FOUND AND BEING THE COMMON CORNER OF REO FUNDING SOLUTIONS
III LLC AND NANCY P. ADAMS RECORDED IN DEED BOOK 3505 PAGE 523; THENCE WITH SAID PROPERTIES SOUTH 37-23-30 WEST 309.13 FEET TO AN IRON REBAR SET WITHIN THE RIGHT-OF-WAY OF HAWFIELD ROAD; THENCE WITH SAID ROAD THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; (1) NORTH 70-59-15 WEST 9.28 FEET TO A POINT; (2) NORTH 69-41-30 WEST 65.79 FEET; (3) NORTH 74-56-
49 WEST 172.38 FEET TO A POINT; (4) NORTH 82-49-23 WEST 104.93 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 3.26 ACRES AS SURVEYED BY CHRISTOPHER D. FAULK WITH METRO UNA
ENGINEERING & SURVEYING ASSOCIATES ON APRIL 26, 2016 L-5013.

Section 3. Notice of the public hearing shall be published in a newspaper having general circulation in the Town of Indian Trail, North Carolina, at least ten (10) days prior to the date of the public hearing.

Michael L. Alvarez, Mayor

ATTEST:

Kelley Southward, Town Clerk

§ 160A-31. Annexation by petition.

(a) The governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all the real property located within such area. The petition shall be signed by each owner of real property in the area and shall contain the address of each such owner.

(b) The petition shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____
2. The area to be annexed is contiguous to the (City or Town) of _____ and the boundaries of such territory are as follows:

(b1) Notwithstanding the provisions of subsections (a) and (b) of this section, if fifty-one percent (51%) of the households in an area petitioning for annexation pursuant to this section have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds, the governing board of any municipality shall annex by ordinance any area the population of which is no more than ten percent (10%) of that of the municipality and one-eighth of the aggregate external boundaries of which are contiguous to its boundaries, upon presentation to the governing board of a petition signed by the owners of at least seventy-five percent (75%) of the parcels of real property in that area. A municipality shall not be required to adopt more than one ordinance under this subsection within a 36-month period.

(b2) The petition under subsection (b1) of this section shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned owners of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(b1) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____.
2. The area to be annexed is contiguous to the (City or Town) of _____, and the boundaries of such territory are as follows:

(c) Upon receipt of the petition, the municipal governing board shall cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation. For petitions received under subsection (b1) or (j) of this section, the clerk shall receive the evidence provided under subsection (l) of this section before certifying the sufficiency of the petition. Upon receipt of the certification, the municipal governing board shall fix a date for a public hearing on the question of annexation, and shall cause notice of the public hearing to be published once in a newspaper having general circulation in the municipality at least 10 days prior to the date of the public hearing; provided, if there be no such paper, the governing board shall have notices posted in three or more public places within the area to be annexed and three or more public places within the municipality.

(d) At the public hearing persons resident or owning property in the area described in the petition and persons resident or owning property in the municipality shall be given an opportunity to be heard. The governing board shall then determine whether the petition meets the requirements of this section. Upon a finding that the petition that was not submitted under subsection (b1) or (j) of this section meets the requirements of this section, the governing board shall have authority to pass an ordinance annexing the territory described in the petition. The governing board shall have authority to make the annexing ordinance effective immediately or on the June 30 after the date of the passage of the ordinance or the June 30 of the following year after the date of passage of the ordinance.

(d1) Upon a finding that a petition submitted under subsection (j) of this section meets the requirements of this section, the governing body shall have the authority to adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d2) Upon a finding that a petition submitted under subsection (b1) of this section meets the requirements of this section, the governing body shall, within 60 days of the finding, estimate the capital cost to the municipality of extending water and sewer lines to all parcels within the area covered by the petition and

estimate the annual debt service payment that would be required if those costs were financed by a 20-year revenue bond. If the estimated annual debt service payment is less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance. If the estimated annual debt service payment is greater than or equal to five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body may adopt a resolution declining to annex the area. If such a resolution is adopted, the governing body shall immediately submit a request to the Local Government Commission to certify that its estimate of the annual debt service payment is reasonable based on established governmental accounting principles.

(1) If the Local Government Commission certifies the estimate, the municipality is not required to annex the area and no petition to annex the area may be submitted under subsection (b1) of this section for 36 months following the certification. During the 36-month period, the municipality shall make ongoing, annual good faith efforts to secure Community Development Block Grants or other grant funding for extending water and sewer service to all parcels in the areas covered by the petition. If sufficient funding is secured so that the estimated capital cost to the municipality for extending water and sewer service, less the funds secured, would result in an annual debt service payment cost to the municipality of less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(2) If the Local Government Commission notifies the governing board that the estimates are not reasonable based on established governmental accounting principles and that a reasonable estimate of the annual debt service payment is less than five percent (5%) of the municipality's annual water and sewer systems revenue for the most recent fiscal year, then the governing body shall within 30 days of the notification adopt an annexation ordinance for the area with an effective date no later than 24 months after the adoption of the ordinance.

(d3) Municipal services shall be provided to an area annexed under subsections (b1) and (j) of this section in accordance with the requirements of Part 7 of this Article.

(e) From and after the effective date of the annexation ordinance, the territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in such municipality and shall be entitled to the same privileges and benefits as other parts of such municipality. Real and personal property in the newly annexed territory on the January 1 immediately preceding the beginning of the fiscal year in which the annexation becomes effective is subject to municipal taxes as provided in G.S. 160A-58.10. If the effective date of annexation falls between June 1 and June 30, and the effective date of the privilege license tax ordinance of the annexing municipality is June 1, then businesses in the area to be annexed shall be liable for taxes imposed in such ordinance from and after the effective date of annexation.

(f) For purposes of this section, an area shall be deemed "contiguous" if, at the time the petition is submitted, such area either abuts directly on the municipal boundary or is separated from the municipal boundary by the width of a street or street right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State of North Carolina. A connecting corridor consisting solely of a street or street right-of-way may not be used to establish contiguity. In describing the area to be annexed in the annexation ordinance, the municipal governing board may include within the description any territory described in this subsection which separates the municipal boundary from the area petitioning for annexation.

(g) The governing board may initiate annexation of contiguous property owned by the municipality by adopting a resolution stating its intent to annex the property, in lieu of filing a petition. The resolution shall contain an adequate description of the property, state that the property is contiguous to the municipal boundaries and fix a date for a public hearing on the question of annexation. Notice of the public hearing shall be published as provided in subsection (c) of this section. The governing board may hold the public hearing and adopt the annexation ordinance as provided in subsection (d) of this section.

(h) A city council which receives a petition for annexation under this section may by ordinance require that the petitioners file a signed statement declaring whether or not vested rights with respect to the properties subject to the petition have been established under G.S. 160A-385.1 or G.S. 153A-344.1. If the statement

declares that such rights have been established, the city may require petitioners to provide proof of such rights. A statement which declares that no vested rights have been established under G.S. 160A-385.1 or G.S. 153A-344.1 shall be binding on the landowner and any such vested right shall be terminated.

(i) A municipality has no authority to adopt a resolution or petition itself under this Part for annexation of property it does not own or have any legal interest in. For the purpose of this subsection, a municipality has no legal interest in a State-maintained street unless it owns the underlying fee and not just an easement.

(j) Using the procedures under this section, the governing board of any municipality may annex by ordinance any distressed area contiguous to its boundaries upon presentation to the governing board of a petition signed by at least one adult resident of at least two-thirds of the resident households located within such area. For purposes of this subsection, a "distressed area" is defined as an area in which at least fifty-one percent (51%) of the households in the area petitioning to be annexed have incomes that are two hundred percent (200%) or less than the most recently published United States Census Bureau poverty thresholds. The municipality may require reasonable proof that the petitioner in fact resides at the address indicated.

(k) The petition under subsection (j) of this section shall be prepared in substantially the following form:

DATE:

To the _____ (name of governing board) of the (City or Town) of _____

1. We the undersigned residents of real property believe that the area described in paragraph 2 below meets the requirements of G.S. 160A-31(j) and respectfully request that the area described in paragraph 2 below be annexed to the (City or Town) of _____.
2. The area to be annexed is contiguous to the (City or Town) of _____, and the boundaries of such territory are as follows:

(l) For purposes of determining whether the percentage of households in the area petitioning for annexation meets the poverty thresholds under subsections (b1) and (j) of this section, the petitioners shall submit to the municipal governing board any reasonable evidence that demonstrates the area in fact meets the income requirements of that subsection. The evidence presented may include data from the most recent federal decennial census, other official census documents, signed affidavits by at least one adult resident of the household attesting to the household size and income level, or any other documentation verifying the incomes for a majority of the households within the petitioning area. Petitioners may select to submit name, address, and social security number to the clerk, who shall in turn submit the information to the Department of Revenue. Such information shall be kept confidential and is not a public record. The Department shall provide the municipality with a summary report of income for households in the petitioning area. Information for the report shall be gleaned from income tax returns, but the report submitted to the municipality shall not identify individuals or households. (1947, c. 725, s. 8; 1959, c. 713; 1973, c. 426, s. 74; 1975, c. 576, s. 2; 1977, c. 517, s. 4; 1987, c. 562, s. 1; 1989 (Reg. Sess., 1990), c. 996, s. 3; 2011-57, s. 3; 2011-396, s. 10.)

PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence affects all Union County residents, and far too many people suffer abuse at the hands of a spouse, partner, parent, child, or sibling; these victims can be of any age, race, religion, or economic status and the resulting damage is inflicted not only on the victims, but their children, families, and communities; and

WHEREAS, domestic violence includes not only physical but also mental abuse, emotional abuse, financial abuse, sexual abuse, and isolation; and

WHEREAS, domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence with an annual cost to US companies of $3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

WHEREAS, according to the North Carolina Coalition Against Domestic Violence, there have been 819 women, men, and children murdered as a result of domestic violence since January 1, 2002 in North Carolina; and

WHEREAS, according to the North Carolina Council for Women, domestic violence programs across the state responded to over 114,034 crisis calls and provided services to over 57,000 victims last year; and

WHEREAS, the key to prevention is education, community awareness, having zero tolerance for domestic vioence, and requiring accountability by the abuser; and

WHEREAS, Union County recognizes the importance of having collaborations by multiple partners to promote social norms, policies and laws that support gender equity and foster intimate partnerships based on mutual respect, equality, and trust; and

NOW, THEREFORE, be it resolved that I, Michael ALvarez, Mayor of the Town of Indian Trail, do hereby proclaim October 2016 as Domestic Violence Awareness Month in Union County and urge all citizens to support this observance. I further urge our citizens to increase their awareness and education of this destructive force which deeply affects a large number of families in our State each year and to become part of the efforts to stop violence in families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Indian Trail to be affixed this the 1st day of October 2016.

_____

Michael Alvarez, Mayor of the Town of Indian Trail

Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Rox Burhans, Planning Director

DATE: October 6, 2016

SUBJECT: Continuing Service Agreement for Code Enforcement Services

The Planning Department is requesting Town Council authorization to enter into a short term, continuing service contract with N-Focus Planning and Design for code enforcement related services. The proposed budget is $7, 280. N-Focus is a consulting firm located in Kannapolis, NC, which offers a diverse array of local government planning services.

Town staff recently concluded a search process to fill a code enforcement officer vacancy. In-lieu of immediately hiring a second officer, staff has decided to contract with N-Focus to help improve our existing processes and help with more advanced code enforcement actions. The contract may be renewed subject to Town Council authorization.

STATE OF NORTH CAROLINA
COUNTY OF UNION

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT, made the _____ day of October, 2016 by and between the **Town of Indian Trail**, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, **N-Focus Planning & Design, 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

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

1. **Code Enforcement Functions include:**
   a) Review/audit existing Local Government code enforcement and minimum housing practices; and, provide recommendations to improve and streamline these procedural activities;
   b) Review/audit existing code enforcement documentation and modify or create improved documentation, as needed;
   c) Create standard instructional guides and/or checklist for each enforcement activity to help provide continued guidance to existing and future code enforcement staff;
   d) Provide training to Local Government staff in the administration of minimum housing ordinance including inspection activities, hearing, and compliance/abatement processes;
   e) Provide training to Local Government staff in the enforcement of abandoned and nuisance vehicle abatement processes;
   f) Review draft nuisance ordinance and provide recommendations; and
   g) Provide general code enforcement services for Local Government that may include but are not limited to investigating reports of violations, meeting with owners of record or occupants regarding said violations, preparing enforcement materials and issuing notices, conducting follow up field investigations and other coordination activities, and preparation of summary reports on periodic activities and accomplishments.

Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall provide 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.

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. **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. Contractor shall indemnify and hold harmless Local Government for any claims brought against Local Government due to the activities or actions of Contractor or Contractor personnel.

5. **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 to the extent a public record and not otherwise confidential, privilege, or not otherwise subject to disclosure. 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 to other jurisdictions to the extent a public record and not otherwise confidential, privilege, or not otherwise subject to disclosure. All Local Government resident's personal information shall be redacted.

6. **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.

7. **Period of Service (POS):** Functions defined in "Section A." herein above shall be provided routinely based upon a mutually agreeable schedule during the period October 26, 2016 and ending January 31, 2017. POS as defined herein may be amended through either Termination, as set forth in "Section B.13" herein, or, Extension, as set forth in "Section B.15" herein.

8. **Level of Service (LOS):** The Functions defined in "Section A." herein above total 112 hours of service or 20% Full Time Equivalency (FTE) and shall be delivered at approximately 34.67 hours per calendar month on average. The LOS may increase by not more than five (5%) percent without affect upon Compensation, as defined in "Section B.9." herein and/or Payments, as defined in "Section B.10." herein; thereafter, the amount of compensation due shall be adjusted by a pro-rata amount proportional to the basic LOS. The LOS may not increase without prior written approval by Local Government. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by written/e-mail authorization with Compensation, as defined in "Section B.9." herein, and Payments, as defined in "Section B.10." herein, adjusted accordingly.

9. **Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be Seven Thousand Two Hundred Eighty and no/100s ($7,280.00) dollars for the POS, as defined in "Section B.7." herein. The fee is inclusive of all personnel costs including but not limited to salary, benefits, taxes, professional development & certifications, cellular communications, worker's compensation and management cost. Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus five (5%) percent. Travel cost to and from Local Government jurisdiction by Contractor personnel is included in the fee above. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government jurisdiction, or attend meetings outside Local Government jurisdiction, using Contractor vehicle shall be reimbursed at the current IRS Standard Mileage Rate.

10. **Payments:** Local Government shall provide seven (7) equal bi-weekly payments in the amount of One Thousand Forty and no/100's ($1,040.00) dollars. Invoices shall be provided subsequent to Agreement execution upon request. Bi-Weekly payments shall be made during the bi-weekly POS with the first payment due and payable within seven (7) days of the beginning of the POS defined in "Section B.7" herein. Monthly invoicing for direct expenses as noted in "Section B.9." herein and LOS overages as noted in "Section B.8." herein shall be due and payable within thirty (30) days of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments or monthly invoicing may be assessed.

11. **Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.

12. **Liability:** Contractor personnel provided to Local Government will serve as agents of Local Government for the purpose of performing professional Functions and/or administration, and to conduct investigations and research on behalf of Local Government. Contractor personnel provided to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 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 defined in "Section B.7." 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 from any/all

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

13. **Termination:** Contractor or Local Government may terminate this Agreement for any reason with thirty (30) days written notification. In the event of early termination by Contractor or Local Government, compensation for all Functions actually provided by Contractor through the termination date will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the termination date. In the event Contractor personnel become employed directly by Local Government either during the POS defined in "Section B.7." 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.

14. **Expiration:** This Agreement shall expire at 11:59 pm on January 31, 2017, unless extended, as defined in "Section B.15." herein.

15. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written authorization. Upon extension of this Agreement, POS, as defined in "Section B.7." herein, LOS, as defined in "Section B.8." herein, Compensation, as defined in "Section B.9." herein, and Payments, as defined in "Section B.10." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.

16. **Certifications**: Contractor shall not be required to sign any documents, no matter by whom requested, that would result in Contractor having to certify, guarantee or warrant the existence of conditions whose existence Contractor 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 signing any such certification or document.

17. **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, acts or failures of Local Government.

18. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

19. **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.

20. **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.

21. **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. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between Local Government and Contractor except those expressly set forth in this Agreement. 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.

22. **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

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

    Patti Rader, Manager
    N·Focus Planning & Design, Inc.
    313 South Main Street, Suite 110
    Kannapolis, NC 28081
    Tel: (704) 933-0772
    E-mail: prader@nfocusplanning.org

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