

MAYOR
Michael L Alvarez

MAYOR PRO TEM



TOWN COUNCIL
David L. Cohn
Gordon B. Daniels
David W. Drehs
Christopher M. King
Gary M. Savoie
Amy R. Stanton
Mark A. Wireman

**Indian Trail Town Council
Organizational Meeting
December 8, 2015
Civic Building
6:30 PM**

AGENDA

1. **CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE**
2. **AGENDA ADDITIONS & DELETIONS**
3. **MOTION TO APPROVE AGENDA** **Action**
4. **PRESENTATION TO OUT-GOING COUNCIL MEMBERS**
5. **COUNCIL COMMENTS**
6. **OATHS OF OFFICE**
 - **Mayor Michael Alvarez**
 - **Council Member David Cohn**
 - **Council Member Elect Amy R. Stanton**
 - **Council Member Elect Mark Wireman**
7. **COUNCIL APPOINTMENTS**
 - a) **Mayor Pro Tem**
 - b) **Charlotte Regional Transportation Planning Organization Representative**
 - c) **Charlotte Regional Transportation Planning Organization Alternate**
 - d) **Centralina Council of Governments Representative**
 - e) **Alliance for South Charlotte Communities Council Representative**
 - f) **North Carolina League of Municipalities Representative**
8. **CONSENT AGENDA** **Action**
 - a) **Approval of Tax Month-End Report for November 2015**
 - b) **Approval of tax refunds for overpayment of taxes greater than \$500.00**
 - c) **Approval of Professional Service Agreement with Woolpert North Carolina, PLLC to update the Crooked Creek Park Master Plan**
9. **BUSINESS ITEMS** **Action**
 - a) **Council consideration to approve the 2016 Council Meeting Schedule**

- b) Council consideration to approve Budget Amendment (Journal #518); transfer funds of \$4,025 from “Community Events” to “Christmas Event”—a reallocation of funds within a department.
- c) Council consideration to approve/adopt a Golf Cart Ordinance
- d) Announce Board Adjustment Member Vacancy. (announcing the vacancy is the only action necessary—read memo during meeting)
- e) Council consideration of the Duke Energy Easement Agreement for the Town Hall site
- f) Council consideration to direct Staff/Planning Board to research and prepare a text amendment to the UDO to include requirements for school impact analysis. (Councilman Wireman)
- g) Council consideration to disband the Economic Development Advisory Committee (EDAC). (Councilman Wireman)
- h) Council consideration to remove current appointee to the Alliance of South Charlotte Communities. Note: Appointment will be made during the January meeting. (Councilman Wireman)
- i) Council consideration to direct staff to prepare and send out a Request for Proposals (RFP) for a forensic financial audit. (Councilman Wireman)
- j) Council consideration to approve a temporary pause of the [new] Town Hall [construction] and other major projects until results and review of the audit findings. (Councilman Wireman)
- k) Council consideration to amend the Board and Committee Appointment Policy to include a requirement that a resident can serve on no more than two Boards and/or Committees. Note: a list of all members who currently serve on more than two Boards and/or Committees will be notified and given an option what Boards and/or Committees they want to continue service on but final decision of Boards and/or Committee appoints will be made during the January Council Meeting. (Councilman Wireman)
- l) Council consideration to provide water and coffee for residents during Council Meetings. (Councilman Wireman)
- m) Council consideration to have a Christmas Party for Town Staff and UCSO. (Councilman Wireman)
- n) Council consideration of opening/unsealing all Closed Session Minutes that are 3 years and older, redacting any and all privacy and other provisions that are protected from disclosure under State Statute. (Councilman Wireman)

10. DISCUSSION ITEMS

- a) Add a “Council Corner” to the IT Factor to keep Residents informed. (Councilman Wireman)
- b) A monthly “Town Hall” meeting. (Councilman Wireman)
- c) Allow for open dialogue during Public Comments. (Councilman Wireman)
- d) Quarterly publication of IT Factor. (Councilman Wireman)
- e) Put Regular Meeting notices in Union Weekly. (Council Wireman)
- f) Text alerts sign-up on Indian Trail Website. (Councilman Wireman)

11. COUNCIL COMMENTS

12. CLOSED SESSION

Action

Pursuant to NC G.S. 143-318.11(a)(6) and 143-318.11(a)(3)

13. COUNCIL ACTION THAT MAY BE REQUIRED IN OPEN SESSION AS A RESULT OF ANY CLOSED SESSION DISCUSSIONS.

14. ADJOURN

8a

Town of Indian Trail

Memo

TO: Mayor and Town Council
FROM: Alicia Massey
CC: Tracee Karlsson
DATE: December 8, 2015
SUBJECT: Month End November 2015



According to GS 105-350(7) it is the duty of the revenue collector to submit to the governing body at each of its regular meetings a report of the amount he/she has collected on each year's taxes with which he is charged, the amount remaining uncollected, and the steps he/she is taking to encourage or enforce payment of uncollected taxes.

Attached is the month end report for November 2015 collections. The revenue department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments and NC Debt Setoff.

Description	Count	Principal			Future	Penalty	Total
		Arrears/Other	2015	2016			
Billing	32103	0.00	7,281,053.09	0.00	0.00		7,281,053.09
Payments	21555	25,848.61-	4,451,040.21-	0.00	0.00	0.00	4,476,888.82-
Reversals	2	0.00	369.75	0.00	0.00	0.00	369.75
Adjustments	1509	0.00	2,392.92-	0.00	0.00	0.00	2,392.92-
Apply Over	0	0.00	0.00	0.00	0.00	0.00	0.00
Rev Appl Ovr	0	0.00	0.00	0.00	0.00	0.00	0.00
Penalty	<u>0</u>					<u>0.00</u>	<u>0.00</u>
Totals	<u>55169</u>	<u>25,848.61-</u>	<u>2,827,989.71</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,802,141.10</u>

8b

Town of Indian Trail

Memo

TO: Mayor and Town Council
FROM: Alicia Massey
CC: Tracee Karlsson
DATE: December 8, 2015
SUBJECT: Large Refunds of Overpaid Taxes



Please see the below list of tax refund(s) for overpayment of taxes greater than \$500.00

1. Jeremy Long - \$531.25 refunded to escrow holder, previously paid by attorney
2. Ashley Kuly - \$525.33 refunded to escrow holder, previously paid by attorney
3. Geordie Kinnear - \$735.68 refunded to escrow holder, previously paid by attorney
4. John Olivo - \$1201.69 refunded to escrow holder, previously paid by attorney
5. Charles Byers - \$606.18 refunded to escrow holder, previously paid by attorney
6. Kristi Clutts - \$702.19 refunded to escrow holder, previously paid by attorney
7. Mark Nordstrand - \$573.43 refunded to escrow holder, previously paid by title company
8. William Bynum - \$595.26 refunded to escrow holder, previously paid by attorney
9. Christopher Sloyan - \$550.49 refunded to escrow holder, previously paid by attorney
10. Adrian Bellew - \$611.36 refunded to escrow holder, previously paid by attorney

If you need any clarification on any of these items, please feel free to contact Alicia Massey at (704) 821-5401.

BC



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: December 1, 2015

SUBJECT: Crooked Creek Park Masterplan

During the August 11th Town Council meeting staff presented a six month work plan for the Parks and Recreation department. One of these items included an updated masterplan for Crooked Creek Park. At this time staff would like to begin the process on working with Woolpert who created the original plan. A purchase order has already been created and approved with the original vendor and staff would like to begin the process in January.

Staff Recommendation:

Staff recommendation is to begin the updated masterplan with the same vendor that created the original masterplan.



TOWN OF INDIAN TRAIL
 PO Box 2430
 Indian Trail, NC 28079
 Phone: (704)821-5401
 Fax: (704)821-9045

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 5-001395

ORDER DATE: 06/30/15

REQUISITION NO: R5-00337

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS: Destination

VENDOR ACCT NUM:

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID: 56-1108235

SHIP TO

VENDOR Vendor #: WOOLP020
 Woolpert North Carolina, LLC
 8731 Red Oak Blvd., Ste 101
 Charlotte, NC 28217-3975
 Phone #: (704) 526-3102 Fax #:

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Contract Services	10-80-6130-397-000	15,500.0000	15,500.00
			TOTAL	15,500.00

		<p>APPROVAL TO PURCHASE</p> <p>This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p><i>M. S. Sutton</i> Finance Director</p> <p><i>[Signature]</i> Town Manager</p>
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Professional Service Agreement

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

9a



2016 Town Council Regular Meeting Schedule

Unless otherwise posted, all Regular Meetings are held in the Civic Building (100 Navajo Trail) and begin at 6:30 PM

Month	Date of 2 nd & 4 th Tuesdays			Notes (if any)
January	12	&	26	
February	9	&	23	
March	8	&	22	
April	12	&	26	
May	10	&	24	
June	14	&	28	
July	12	---	---	No 2 nd Meeting
August	9	&	23	23 rd Tentative
September	13	&	27	
October	11	&	25	
November	8	&	22	
December	13	---	---	No 2 nd Meeting



Christmas Event 2015

Sunday, December 6

Account # 10-40-4920-493-002

Budget

Banners- \$300

Advertising/PR- \$600

Deputies- \$400

EMT- \$225

Entertainment \$550

Candy- \$350

Rotary Donation- \$150

Contests/Activities- \$350

Decorations- \$400

Hot chocolate/Smores- \$450

Misc Supplies- \$250

Total- \$4025

(38)

(KB)

Batch Id: AGADDY Batch Date: 11/19/15 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
10-40-4920-493-002 CHRISTMAS EVENT	Transfer In	reallocate funds within dept	4,025.00	1
10-40-4920-493-000 COMMUNITY EVENTS	Transfer Out	reallocate funds within dept	4,025.00	2

TOWN OF INDIAN TRAIL
Expenditure Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
General Fund	10	0.00	0.00	4,025.00	4,025.00	0.00	0.00
Total of All Funds:		0.00	0.00	4,025.00	4,025.00	0.00	0.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	1	4,025.00
Transfer Out:	1	4,025.00
Cancel:	0	0.00
Encumbrance:	0	0.00
Total:	2	8,050.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	1	4,025.00			
Transfer Out:	1	4,025.00			
Cancel:	0	0.00			
Encumbrances:	0	0.00			
Batch: AGADDY	Updated Entries:	2	Updated Amount:	8,050.00	Ref Num: 518

9c

TOWN OF INDIAN TRAIL AGENDA ITEM REQUEST FORM

This form must be completed and attached to all supporting documentation for items to be included on the Town of Indian Trail Town Council Agenda.

Submitted By: Lt. Chase Coble

Department: Union County Sheriff's Office

Contact Phone # 704-320-6033

Date Submitted: 11/30/2015

Date of Town Council Meeting to consider this item: Dec 8, 2015
(Meetings are generally 2nd & 4th Tuesday of each month starting at 6:30 pm)

Please indicate how much time you expect this matter to take: 20 minutes

Description (give short summary of topic, this is how item appears on the Agenda.)

There has been an interest from residents, HOAs, and businesses for the Town to consider allowing golf and utility carts to be driven on streets with the speed limit of 35 miles per hour or less.

Where does this item need to appear? Check all that apply:

- Consent Agenda
- Schedule Public Hearing**
- Discussion Items
- Presentation/Recognition
- Closed Session
- Work session
- X Business Item
- Continued Item

*Board, commission, or group requesting joint meeting:

Who will attend Council meeting able to respond to questions? Give name & title:

Lt. Chase Coble – Union County Sheriff's Office

Supply General Statute or local ordinance that governs this item (attach copy)

Has this item been reviewed by Town Attorney? Yes No X (Attach recommendation.)

What action is requested of the Council? Adopt an ordinance to allow golf & utility carts to be registered on an annual basis to be driven on streets with posted speed limits of 35 miles per hour or less within the Town of Indian Trail.

What action is requested of the Manager? Order forms, registration cards, and registration decals.

Are Town funds required? Yes / No \$500

Funding Source: General Fund

PLEASE PROVIDE: Ten (10) copies of all attachments for Council's Agenda to the Clerk no later than 5:00 pm the Tuesday before for above referenced meeting.

** If requesting a Public Hearing, attach a copy or sample Ad to run in newspaper **

Golf Cart Ordinance of the Town of Indian Trail, North Carolina

71.22 Golf Cart Ordinance

The establishment of a golf cart ordinance is necessary to address the interests of public safety. Golf carts, are not designed or manufactured to be used on public streets, roads and highways, hereinafter "road(s)," and the Town of Indian Trail in no way advocates or endorses their operation on roads. The Town of Indian Trail, by regulating such operation is merely trying to address obvious safety issues, and adoption of this Ordinance is not to be relied upon as a determination that operation on roads is safe or advisable if done in accordance with this Ordinance. All persons who operate or ride upon carts on roads do so at their own risk and peril and must be observant of and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. The Town of Indian Trail has no liability under any theory of liability for permitting carts to be operated on roads under special legislation granted by the State Legislature. Any person who operates a cart must procure liability insurance sufficient to cover the risks involved in using a cart on the roads of the Town of Indian Trail.

(A) **PURPOSE:** The purpose of this ordinance shall be to establish a Golf Cart Ordinance within the Town of Indian Trail to promote the health, safety and welfare of persons operating cart(s) within the Town, and to protect the safety of their passengers and other users of roads.

(B) **DEFINITIONS:** For the purpose of this section, the following words and phrases shall have the following meanings.

(B1) **Golf Cart:** A vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH. G.S. 20-4.01(12a).

(B2) **Utility Cart:** For purposes of this ordinance, the term Utility Cart will include vehicles of similar size and design to a Golf Cart, equipped with a specialty bed designed for use by landscapers and delivery businesses. The term Utility Cart does not include ATVs or UTVs.

(B3) **Driver's License:** A valid license issued to operate a motor vehicle issued by North Carolina or any other state.

(B4) **Financial Responsibility:** Liability insurance coverage on a golf cart in an amount not less than required by North Carolina law for motor vehicles operated on public highways in the State of North Carolina.

(B5) **Operator:** Only persons over 16 years of age and holding a valid driver's license may operate a golf cart on roads.

Section 1: Rules and Regulations

This ordinance is to establish guidance in the interest of public safety. Golf carts hereinafter:

1. Golf / Utility carts shall not be operated on or alongside a public road or street with a posted speed limit greater than 35 miles per hour.
2. Golf / Utility carts may cross a road with a posted speed limit greater than 35 mph. However, once this segment of road has been transversed, the golf / utility cart is still required to travel only on or along a roadway with a speed limit of 35 mph or less. Golf / Utility carts must cross in a manner that is the most direct route in order to decrease crossing distance, i.e. no riding along a road or crossing at an angle. Under no circumstance is a golf / utility cart allowed to cross a control access facility other than at bridges which cross over or under a control access facility.
3. Any person who operates a golf / utility cart must be responsible for all liability associated with operation of the golf / utility cart and must have liability insurance coverage which will cover the use of a golf cart in an amount not less than required by North Carolina law for motor vehicles operated on public highways in the State of North Carolina.
4. Any person who operates a golf / utility cart must be at least sixteen (16) years of age or older. No person may operate a golf / utility cart unless that person is licensed to drive upon the public streets, roads and highways of North Carolina and then, only in accordance with such valid driver's license. Golf / Utility cart operators must carry their driver's license on their person at all times while operating a golf cart on public roads.
5. Any person who operates a golf / utility cart on public streets and roads must adhere to all applicable State and local laws, regulations and ordinances, including but not limited to those banning the possession and use of alcoholic beverages, and all other illegal drugs. In addition, no golf cart containing any open container of alcohol shall be operated on public roads.
6. The operator of the golf / utility cart shall comply with all traffic rules and regulations adopted by the State of North Carolina and the Town of Indian Trail which governs the operation of motor vehicles.
7. An operator may not allow the number of people in the golf / utility cart at any one time to exceed the maximum capacity specified by the manufacturer. The operator shall not allow passengers to ride on any part of a golf / utility cart not designed to carry passengers, such as the part of the golf cart designed to carry golf bags.
8. In no instance shall a golf / utility cart be operated at a speed greater than 20 miles per hour. No golf / utility cart may be operated at a speed greater than reasonable and prudent for the existing conditions.
9. Golf / Utility carts must be operated at the right edge of the roadway and must yield to all vehicular and pedestrian traffic.
10. Golf / Utility carts must park in designated spaces in such a manner that multiple golf carts can utilize the space. All parking rules and limits apply. No parking on sidewalks is allowed.
11. At no time shall a Golf / Utility Cart be operated on a sidewalk.
12. Golf / Utility carts must have basic equipment supplied by the manufacturer, including a vehicle identification or serial number. Such equipment must include all safety devices as installed by

said manufacturer, including rear view mirror and a rear "Slow Moving Vehicle" triangle reflector no less than 12 inches in height and width.

13. Golf carts may be operated only during daylight hours.
14. Utility Carts may be operated at dark, when used in performance of a Home Owner's Association (HOA) business related activity or for a business delivery service. When operated at night, Utility Cart must be equipped with the following:
 - (a) A yellow or orange flashing light must be illuminated and visible from the top of the Utility Cart.
 - (b) Two (2) operational headlamps.
 - (c) Two (2) operational tail lamps.
 - (d) Reflectors on front and sides of cart.
15. Utility Carts may not be operated on roads maintained by NCDOT.
16. No golf / utility cart may be operated on the following roads or streets:
 - (a) Old Charlotte Hwy.
 - (b) Old Monroe Rd.
 - (c) Wesley Chapel Stouts Rd.
 - (d) Wesley Chapel Rd.
 - (e) Indian Trail Fairview Rd.
 - (f) Unionville Indian Trail Rd.
 - (g) Secrest Short Cut Rd.
 - (h) Idlewild Rd.
 - (i) Mill Grove Rd.
 - (j) Chestnut Rd.
 - (k) Potter Rd.
 - (l) Waxhaw Indian Trail Rd.
 - (m) Sardis Church Rd.
 - (n) Younts Rd.

Section 2: Registration, Inspection and Fee Prior to Usage effective March 1, 2016.

1. All golf / utility carts must complete a golf / utility cart registration application and submit to Town of Indian Trail. Applicants will be provided with an inspection form to present to the Union County Sheriff's Office (Indian Trail Bureau). Registration will be valid for the calendar year it is issued. Every registration will expire on December 31 each year.
2. A golf / utility cart registration fee of \$25 is due upon application to the Town.
3. Golf / Utility Cart owners must have the cart inspected by the Union County Sheriff's Office (Indian Trail Bureau) to ensure that it is outfitted with the following safety equipment:
 - (a) – Operable Brakes
 - (b) – Reflective Orange Triangle affixed to the rear
 - (c) – Rubber tires that are in good condition
 - (d) – Lifted carts are allowed, but no cart may be more than 22 inches, measured from the ground to the floor board.

- (e) -- Reflector or reflective tape affixed to the front and both sides
 - (f) - Each owner must have proof of ownership, and liability Insurance, and a completed Waiver of Liability, releasing the Town of Indian Trail from liability that may arise as a result of operation of a golf cart inside the Town of Indian Trail.
4. Upon passing the safety inspection, the inspecting Deputy Sheriff will affix a registration decal to the cart, on the left rear corner, so it is visible from behind. A second, duplicate decal will be affixed to the front left lower fender, so it is visible by passing cars. A registration card will be issued to the cart owner and must be signed by the cart owner. Before driving on public roads, the operator of a golf / utility cart must have a valid issued registration issued by the Town of Indian Trail. These documents must be in the golf / utility cart at all times while in operation on public roads. The registration sticker shall be valid for no more than (1) year and must be visible on a golf cart operated on a public road.
 5. Lost or Stolen Permit/Stickers are the responsibility of the owner and must be replaced before the golf / utility cart is operated on a public road.
 6. All golf / utility carts must meet the requirements or minimum standards of safety equipment as set forth above in this Ordinance.
 7. While operating a golf / utility cart on a public road, and requested by law enforcement, all golf cart operators must present a valid driver's license, proof of liability insurance, and current Indian Trail registration.

Section 3: Enforcement

- A. Violation of the provisions of this Ordinance shall constitute an infraction in accordance with Chapter 20 of the North Carolina General Statutes, the maximum penalty for which shall be \$25 (dollars).
- B. Violation of Motor Vehicle law is enforceable by NC Statute, as is with any other type of Motor Vehicle.
- C. Cart registration cards and decals are the property of the Town of Indian Trail. Violations involving Alcohol or Narcotics, Careless Driving, or failure to produce registration and insurance information can result in an immediate revocation, by a UCSO deputy Sheriff, of the Registration Decals and Registration Card, rendering the cart unlawful for street operation in Indian Trail for that calendar year. Any revocation of registration and decals may be disputed within 10 days to the Lieutenant assigned to the Indian Trail Bureau of the Union County Sheriff's Office.

Operation of Golf Carts on Public Streets in North Carolina Legislation

GENERAL ASSEMBLY OF NORTH CAROLINA

§ 160A-300.6. Regulation of golf carts on streets, roads, and highways.

“(a) Notwithstanding the provisions of G.S. 20-50 and G.S. 20-54, a city may, by ordinance, regulate the operation of golf carts, as defined in G.S. 20-4.01(12a), on any public street, road, or highway where the speed limit is 35 miles per hour or less within its municipal limits or on any property owned or leased by the city.

(b) By ordinance, a city may require the registration of golf carts, charge a fee for the registration, specify who is authorized to operate golf carts, and specify the required equipment, load limits, and the hours and methods of operation of golf carts. No person less than 16 years of age may operate a golf cart on a public street, road, or highway."

10 Facts about an Indian Trail Golf Cart Ordinance

- 1. State Law authorizes municipalities to allow "Golf Carts" to be operated on streets within their municipal limits.**

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- 2. A "Golf Cart" is defined by NC Law as:**

A vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 MPH. - G.S. 20-4.01(12a)

- 3. Deputies in Indian Trail often observe and take enforcement action against residents who are driving Golf Carts on streets in Town. Violators are often using the cart to travel to their neighborhood pool house, and sometimes visit the downtown business district.**
- 4. The Brandon Oaks HOA owns a cart that it would like to use for the purpose of maintaining their neighborhood and other HOA business.**
- 5. UPS has established a program in larger neighborhoods that uses a Utility Vehicle (similar to a Golf Cart, but not designed for sporting purposes) to deliver packages during its' peak delivery season. Waxhaw passed an ordinance last year, specifically allowing UPS to deliver packages on a cart in certain neighborhoods.**
- 6. NCDOT provides a sample ordinance to municipalities for the purpose of allowing Golf Carts.**
- 7. In recent revisions of the Indian Trail Ordinances not yet presented to Council, there was a Golf Cart Ordinance developed. That ordinance lacked wording that would have allowed Utility Carts (such as the UPS deliveries). That ordinance was also worded to designate the Town Police Chief as the responsible person for safety registration and inspections.**
- 8. The Ordinance that Lt. Coble proposes is a combination of several different ones used by North Carolina municipalities, while still maintaining the format of the Model DOT Ordinance.**

9. The following chart reflects municipalities in this region with a “Golf Cart” ordinance:

Town	When Adopted	Registration Required?	Registration Expires?	Registration Fee	Who does registration?	Safety Inspection ?	Night Driving Allowed?	Registration Revocation?
DOT Model		N/A	N/A	N/A	N/A	N/A	Yes – with Lighting	N/A
Stallings NC	11/9/09	No	N/A	N/A	N/A	No	Yes - With Lighting	N/A
China Grove, NC	revised 6/21/12	Yes	Dec 31 each year	\$50 initial / \$10 renewal	Police Dept.	Yes	Yes - With Lighting	Yes - Chief of Police
Lincolnton, NC	12/2/10	Yes	12 months	\$20	Police Dept.	Yes	Yes - With Lighting	No
Locust, NC	7/1/08	Yes	12 months	unk	Police Dept.	No	Yes - With Lighting	No
Stanfield, NC	9/3/09	Yes	unk	\$15	Police Dept.	Unk	Yes - With Lighting	Yes - Chief of Police
Marvin, NC	9/8/09	No	N/A	N/A	N/A	No	Yes - With Lighting	N/A
Proposed I.T.		Yes	Dec 31 each year	\$25	UCSO & Indian Trail	Yes	No except for Utility Carts	Yes - by UCSO

10. The ordinance proposed:

- (a) Defines the difference between a Golf Cart and Utility Cart, allowing both.
- (b) Limits the use of carts on certain roadways so traffic flow is not impacted.
- (c) Sets a registration provision to begin March 1, 2016.
- (d) Limits Golf Carts to daytime hours for safety reasons.
- (e) Provides a means of registration revocation – thus ensuring cooperation from cart owners.

NCDOT Sample ordinance

- Does not require registration for carts.
- Requires liability insurance.
- Allows night time operation of carts with (2) headlights and (2) tail lights

Stallings ordinance passed on November 9, 2009.

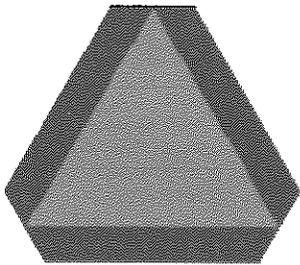
- Stallings does not require a registration for carts.
- Stallings allows carts at night with (2) headlamps and (1) rear lamp.
- Requires liability insurance, but there is no check for that until pulled over by law enforcement or a crash happens.

Waxhaw ordinance only pertains to UPS delivery carts in certain subdivisions.

- Requires liability insurance

Proposed Indian Trail ordinance:

- Allows only cart operation during daytime hours.
- Requires yearly registration and inspection to ensure proper insurance, rear view mirror, height restrictions, operable brakes, and rear facing reflective orange triangle.



9d



TO: Mayor and Town Council

FROM: Kelley Southward, Town Clerk

DATE: December 8, 2015

SUBJECT: Announce Board of Adjustment Vacancy

Per the Appointment Policy, vacancies created mid-year should be announced by Council during a meeting and advertised on the Town's Website for at least 2 weeks prior to Council appointing someone to fill the unexpired term. Currently, there is a Regular Member Seat Vacancy on the Board of Adjustment. However, Alternate Members may be qualified to move up to the Regular Member seat in which case there would be an Alternate Vacancy. Any resident in serving on the Board of Adjustment as a Regular Member or Alternate Member should file an application with the Town Clerk.

It is very important to keep a full membership of the Board of Adjustment; staff recommends filling the vacancy as quickly as possible.



Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Scott J. Kaufhold, P.E., Director of Engineering and Public Works 

COUNCIL DATE: December 8, 2015

SUBJECT: Duke Energy Easement Agreement for Town Hall Site

General Information:

Duke Energy requires an easement agreement with the Town to supply power to the proposed Town Hall site.

Required Action:

Approval of Duke Energy Easement Agreement

EASEMENT

NORTH CAROLINA
UNION COUNTY

Prepared By: Jamonica Facyson
Return To: Duke Energy Carolinas
Attn: Jamonica Facyson
182 Talbert Rd
 Mooresville, NC 28117

THIS EASEMENT ("Easement") is made this _____ day of _____, 20____
("Effective Date"), from TOWN OF INDIAN TRAIL, ("GRANTOR," whether one or more), to DUKE ENERGY CAROLINAS,
LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in Vance Township, described as follows: PIN:07105011C and 07105011B; containing 16.98 acres, more or less, and being the land described in a deed from The Houser Family Limited Partnership, a/k/a The Houser Family Partnership, a Limited Partnership to Town of Indian Trail, dated May 29, 2010, and recorded in Deed Book 5468, Page 001; also shown as Lot 1 and Lot 2 on a plat entitled "Minor Subdivision Plat for the Town of Indian Trail", dated August 3, 2015, and recorded in Plat Cabinet M, File 830, both Union County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, underground conduits, enclosures/transformers, vaults and manholes, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide for the overhead portion of said facilities and twenty (20) feet wide for the underground portion of said facilities together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The center line of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

TOWN of INDIAN TRAIL

By: _____
Michael Alvarez, Mayor

ATTEST:

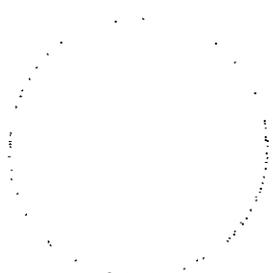
Kelly Southward, Town Clerk

(Affix Official Seal)

NORTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina, certify that _____ personally appeared before me this day and acknowledged that he/she is Town Clerk of the Town of Indian Trail, and that by authority duly given and as the act of said Indian Trail, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by _____ self as its _____ Clerk.

Witness my hand and notarial seal, this _____ day of _____, 20____.



Notary Public

My commission expires: _____