



**Town of Indian Trail
Town Council Regular Meeting
October 13, 2015
Civic Building
6:30 P.M.**

MINUTES

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: David Cohn, Gordon B. Daniels, David W. Drehs, Christopher King and Gary M. Savoie; all members were present.

Staff Members: Town Manager Joe Fivas, Town Clerk Kelley Southward, Town Attorney Keith Merritt, Planning Director Rox Burhans and Communications Coordinator Mike Parks.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Alvarez called the Meeting to order at 6:30 PM and led the Pledge of Allegiance to the Flag.

ADDITIONS AND DELETIONS

Councilman Savoie moved to add the following Business Items to #9 of the agenda:

*9a: Council Consideration of Water & Sewer Extension Agreement for Municipal Complex; and
9b: Council Consideration of Right of Way Encroachment Agreement for utilities at the Municipal Complex.*

The motion to add the two items of business carried unanimously.

MOTION TO APPROVE AGENDA

Councilman King moved to approve the agenda, as amended; the motion carried unanimously.

At this point Mayor Alvarez realized that an item he had requested through email was not included on the agenda. Mayor Alvarez said that some time ago he had sent a sample Resolution in Support of Law Enforcement along with an Agenda Request Form to the Town Manager so that the Resolution, if approved, could be presented to Sheriff Cathey, who was present in the audience. Mr. Fivas said he never received the Resolution or Agenda Request Form. Upon query by Mayor Alvarez, Sheriff Cathey confirmed that the Union County Board of Commissioners recently adopted a Resolution of Support for Law Enforcement.

Councilman King moved to suspend the agenda rules to add another item to the agenda under "Presentations"; the motion carried unanimously.

Councilman Savoie moved to add "discussion/action to consider approving a Resolution in Support of Law Enforcement" to the "Presentations" section of the agenda; the motion carried unanimously.

PRESENTATIONS

Mayor Alvarez relayed that it is felt by Union County representatives, Sheriff Cathey and others that Union County should take the lead to create a unity in the County to stand up and support law enforcement and their families for the work they do and sacrifices they make. The hope is that the voice of support will become louder than those who are attacking these brave men and women that put themselves in harm's way on a daily basis to protect and serve the public. This effort was reduced to writing in the form of a Resolution, recently adopted by Union County.

Councilman King moved that the Indian Trail Town Council adopt the same language of the Resolution in Support of Law Enforcement that the Union County Board of Commissioners recently adopted except that "Union County" shall be changed to "Town of Indian Trail" in said Resolution; the motion carried unanimously.

Sheriff Cathey was thanked for the work he and his department does to protect Union County and the Town of Indian Trail. Mayor Alvarez said that we will stand up to the bullies.

PUBLIC COMMENTS

Mayor Alvarez reminded everyone of the Public Comment Guidelines.

Mischelle Reece of 2201 Bonterra Blvd was the first to address Council. She expressed her extreme displeasure for the Council's blatant disregard for what the people of Indian Trail have told Council they want and don't want. Ms. Reece said she understands that the law does not require every issue to be put to a referendum vote but Council should be respectful of how they spend taxpayers' money. Some Council members have sat back and chuckled at residents stating they don't need permission to change a light bulb. Additionally, Ms. Reece was concerned about Item 10 of the agenda. First, the item alleging that Councilman Cohn raised taxes 27%. She said that this particular tax increase was as a result of the decision to build parks; a matter that actually was put to a bond referendum vote of the citizens. So, it was actually the citizens who raised the taxes at that time. Also, the item pertaining to Councilman Cohn's decision to build apartments is concerning. As she recalled, if Indian Trail did not annex the area in question, Monroe would have annexed them. The apartments would've been built anyway and

the residents thereof would've been using Indian Trail roads and other amenities while Monroe collected the taxes. Finally, Ms. Reece said that no one Council member has the authority to solely raise taxes or take any other action; individual members have one vote each. She said that she and others support Councilman Cohn and his actions as an elected official for the Town of Indian Trail. Additionally, she noted her gratitude and support of the Union County Sherriff's Office. However, Ms. Reece said that she wanted to put the remainder of the Council on notice that the people of Indian Trail are tired of Council's irresponsible and reckless behavior. She looks forward to November.

Roger Stanton of 2017 Apogee Drive addressed Council next. Mr. Stanton noted that the job of serving as an elected official is largely thankless in nature and can be very demanding on members' time and families. However, when you strike the balance of your constituents' wants and needs with the long and short-term needs of the community, serving in this capacity can be one of the most rewarding jobs. Mr. Stanton said that it is against the law to use tax-funded resources for campaigning. This law applies at the federal, state and local levels. Tax funding cannot be used to promote, or in the case of tonight's agenda, smear a candidate. While Council may not need taxpayer permission or money to change a light bulb, Council members cannot break the laws that they took an oath to uphold. Tax-funded staff prepared this agenda, tax-funded email systems distributed this agenda, a tax-funded website will archive this agenda and other documents and tax-funded staff is here working late with an agenda that has very little bonafide Town business. Why single-out one Council member when four others voted on the actions listed in item 10 of tonight's agenda? The truth is that it was another Council member who introduced and pushed the matters. It is a J-V error for these items to be included on this agenda. Mr. Stanton said that Council positions come with some amount of local power but the most important local power is to be the face and voice of Indian Trail and not to be an embarrassment to the citizens or yourselves.

Shirley Howe of 6205 Clearwater Drive addressed the Council. Mrs. Howe noted that the 2nd meetings of August, September and October were all cancelled; so, we know it is an election year. She has been attending Council meetings for many years and never witnessed an agenda like tonights. She said that at the last meeting Council agreed to make a policy for members missing meetings; why is that not on this agenda? Mrs. Howe said there must be nothing else to do in Indian Trail than to roast a Council member; a member who stands up for the people and wants them to decide on how their money is spent. Council should listen to the people. Who set the agenda this evening? The Town Manager or the Council member who requested these items be placed on the agenda? This is nothing more than attempt to discredit Councilman Cohn because of the upcoming elections. Mrs. Howe said the idea was to belittle him to get rid of him but the Good Lord is watching out for him. Not one of the Council members that voted for the new Town Hall gave a reason as to why they refused to put the matter to a vote of the people. Mrs. Howe went on to say that last year at a Council meeting there was a discussion of the need to hire a new accounting firm to prepare the Fiscal Year Audit and Financial Statements. The current firm has been providing these services too long; the School of Government recommends changing auditors after several years. Mrs. Howe said that she and others would like to request a forensic audit of the Town.

Before calling the next speaker, Mayor Alvarez wanted to clarify that he spoke with the School of Government (SOG) regarding the agenda items included for discussion as Item 10 a-c on this agenda. The SOG said that however irregular or illegal they may be, they must remain unless Council makes a motion to remove them with a majority vote. Additionally, he foresaw that speakers would be naming two council members when speaking in regard to the items of #10 on the agenda; which is against the

rules for public comments. However, the SOG opined that since both members are included and named on the agenda with regard to these items they are a part of the agenda items and comments can be made about agenda items. So, if public comment speakers name either of the two Council members included on the agenda (Councilman Daniels and Councilman Cohn) it will be permissible as long as it pertains to the agenda item and does not become a personal attack. No other Council members shall be called out by name and this will only be permitted during this particular public comments. Mayor Alvarez said this was the conclusion by the person he spoke with at the SOG and himself. Although, the SOG had nothing to compare this matter to; this was the first they had heard of something of this nature.

Gregory Hazelbaker of 1013 Filly Drive was the next person to address Council. Mr. Hazelbaker said that the previous speakers have relayed his sentiment; it is not proper procedure to call out one member of Council. He works with a large company and if someone attempted a stunt like this, they wouldn't get too far. A better process for running should be followed. He is very displeased with what he is seeing.

Michael Faulkenberry of 519 Picketts Circle, addressed Council. Mr. Faulkenberry provided to the Town Clerk a signed, written copy of his comments made to Town Council and is ATTACHED HERETO AND MADE PART OF THESE OFFICIAL MINUTES.

Samantha Towns of 104 Pine Lake Drive address Council stating that she was embarrassed that one Council member included another as an agenda item in this manner. This difference should be cleared up among these members themselves, privately without embarrassing the Town. This is not Council business and should not be taking place at a Town Meeting. She said this is nothing but a vendetta showing, again. Ms. Towns opined that Councilman Daniels had shown vendettas in the past. She noted several situations that she felt were examples of Councilman Daniels vendettas: an instance when a resident who spoke against some apartments was denied a seat to serve on a committee; she felt that he swept an accusation of bullying staff by the Manager under the rug; and, that he walked out when there was a need to appoint a Council member to a vacant seat. Everyone knows that this is a political year but these antics need to stop. She asked why Council isn't using this time to discuss or take action regarding the Community Enhancement Project. Ms. Towns said the attacking of people at meetings needs to stop.

Gary Evans of 4800 Mossy Cup Lane addressed Council stating that he was disgusted by the lack of courage and backbone that the majority of Council has; that they cannot make up their own minds. It's amazing to him that a couple thousand dollars of campaign funds can persuade Council members to vote the way that they do. He believes that other candidates are going down the same path and he finds it disgusting. Mr. Evans opined that the Town Manager's days are numbered in Indian Trail.

Eddie Mitchell of 3269 W. Chapel Street noted that he has owned a business in Indian Trail for several years. He felt that the proposed Town Hall on the selected site is going to be huge and wondered how that would be handled. He also asked if any thought was given to the maintenance, upkeep and utilities; those expenses are going to be large. He felt that the people of Indian Trail should've had the opportunity to vote on the project. He said that he agreed with a lot of the comments of the previous speaker. He tries to do the best he can for Indian Trail as a business owner.

Mark Wireman of 2001 Sedjewick Road addressed Council noting that he is a Veteran of both Gulf Wars and relative of those who fought and died in World War II and the Korean War. He and his relatives fought defending the freedoms of our great nation. At times he does not like or agree with how some US citizens hold or dishonor the flag, dishonor Veterans or display their frustrations over public officials. He took an oath to defend this nation with his life, if necessary, so that other US citizens would have and express such freedoms as freedom of speech. Should he become elected, he will serve the residents of Indian Trail without fear of intimidation and fight to defend their rights. However, what everyone is being subjected to by Councilman Daniels this evening is short of freedom of speech. Mr. Daniels is attempting to use a position of public trust to directly influence the election using smear tactics and intimidations in an attempt to help the candidates that he supports. There are multiple issues that Council needs to address rather than take up time with this attempt to discredit a candidate. It is time to restore accountability, ethics, integrity, honesty and openness to the Town Government. Mr. Wireman said that it is time for change from Town Hall to Council. It is time that we work together to give the Town back to the people.

John Killman of 101 Silver Glen Lane began by thanking the Sheriff's Office for providing traffic calming devices on Plyler Road and having more of a presence in the area. Their efforts seemed to have helped slow traffic in that area which often gets treated like it is a raceway. Mr. Killman said he never knew anyone on Council until he began coming to meetings a year or two ago when he started receiving notices about a proposed apartment complex to be built near Plyler Road. He could not get the Planning Director, who has since separated from the Town, to return his phone calls. So, he began to contact Council members and individually met with most, if not all members, to express his concerns. He was impressed by the responsiveness of Councilman Cohn who joined him in knocking on doors in the area to gain the opinions of Mr. Killman's neighbors as they related to the proposed apartment project. They learned through this process that many of his neighbors shared the same concerns as Mr. Killman. Mr. Killman noted that Councilman Drehs as well as Mr. Faulkenberry also participated in the canvassing of the neighborhood. Mr. Killman said it is the job of elected officials to find out what the people want and don't want. Mr. Killman opined that Indian Trail is the greatest Town in Union County; located in the greatest state in the nation. He thanked Council for their time and efforts and hopes that they will listen to the people regularly.

Dennis Gay of 405 Pioneer Lane was the next speaker to address the Council. He has lived here for 60 years and seen a lot of changes; some good, some bad. The nice thing is that we still have a strong democracy here as is shown with tonight's turn-out. He said that at one time the Town had become difficult for the citizens to work with; the Town was more focused on working with developers and corporations. One year while assisting a friend at the polls, he was afforded the opportunity to give Councilman Cohn an "ear-full". Mr. Gay said he never had an elected official not only listen but take action to help him and address his concerns. Councilman Cohn made phone calls and got Mr. Gay in touch with the right people so that his issues could be addressed. Mr. Gay said that is all the people want; someone to truly listen to their concerns and take action on their behalf to address their concerns. He hopes that Council would have a discussion with any one Council member that has a vendetta against another Council member to resolve issues without embarrassing the Town. Mr. Gay thanked Sheriff Cathey and his Deputies for all that they do for Indian Trail and Union County.

Councilman David Cohn had signed up to speak under public comments; he left his seat at the dais and made his comments from the podium, the same as everyone else that gave public comments.

Councilman Cohn stated his address, 1019 Filly Drive, for the record. He began by thanking everyone that stood up in support of him. Councilman Cohn said reads a lot of things in the paper and just can't believe some people. After receiving the agenda for tonight's meeting last week he was baffled by the items of #10 and couldn't sleep that first night. But after it resonated with him he said to himself that he could do this. He noted that there were discussions of removing the items from the agenda after it had been sent to hundreds of people including the media and posted on the Town's website. He did not want the items removed; he wants to address the accusations and hopes to do so in a few minutes. He said that he ran for office on (building) parks. For four years he has left his (previous campaign) website up so that people could compare what he has done to what he said he was going to do. He said he has been criticized for raising taxes but he didn't know that there were going to be three other Council members that wanted to build parks. He asked Councilman King if he knew that Council was going to raise taxes; Councilman King said he had no clue that was going to happen. Councilman Cohn said they did raise taxes before the people voted in favor of the parks and he did not like that but at the end of the day at least the people had a voice in the parks. He said that people that are criticizing him now wanted the parks and voted for the parks. He apologized that this meeting tonight is what it is; meetings should always be about the Town and never about any Council member. This is why we need change. Again, he thanked those who spoke on his behalf.

LAW ENFORCEMENT UPDATE

Lt. Chase Coble addressed Council giving an update of activity in September. Quite ironically and amazingly there were 116 motor vehicle accidents and 262 criminal reports taken in September which were both the same amounts as August. Lt. Coble said he doesn't ever recall any numbers matching from one month to the next but it happened with two series of reports this past month. Lt. Coble highlighted a few instances of criminal activity that took place since the last meeting. Lt. Coble said he shares these accounts as reminders that there are drugs in the community and crime happens but they are attempting to do their due diligence to rid the community of drugs. Four officers have been reassigned out of Indian Trail and replaced with four other deputies; so don't be surprised to see some new faces.

Lt. Coble introduced Chief Deputy Todd Elmore who addressed the Council. Chief Deputy Elmore noted that he lives in Wesley Chapel and is a retired Special Agent for the Internal Revenue Service and Homeland Security. He specialized in financial crimes mainly based on narcotics; in total he was a Federal Drug Agent for 26 years. He retired a couple years ago until about 2 months ago when he was honored to accept a position with the Union County Sheriff's Office. He is honored to work for Sheriff's Cathey's Office (UCSO), an extremely professional and perhaps the best Sheriff's Department in the Country. Chief Deputy Elmore noted that Lt. Coble and his deputies; although a part of the UCSO they are vested in the Indian Trail community. Chief Deputy Elmore looks forward to working with the Town in his new position with the UCSO.

CONSENT AGENDA

- a. Approval of the September 8, 2015 Regular Meeting draft minutes
- b. Approval of Tax Month End Report-September 2015
- c. Approval of Budget Amendments

Councilman Daniels moved to approve the Consent Agenda, as presented, and carried by way of a unanimous vote.

PUBLIC HEARINGS

Mayor Alvarez noted that there were no Public Hearings scheduled for this meeting.

BUSINESS ITEMS

a. Council Consideration of Water & Sewer Extension Agreement for the Municipal Complex.

Town Manager Fivas explained that this type of agreement has been approved in the past. Basically, it allows for the Town to build the infrastructure and once completed and inspected a process would be completed to convey the infrastructure to Union County Public Utilities.

Councilman Savoie moved to approve the Water & Sewer Extension Agreement with Union County Public Utilities for the Municipal Complex, as presented; the motion carried unanimously.

b. Council Consideration of Right of Way Encroachment Agreement for utilities at the Municipal Complex.

Mr. Fivas explained that this agreement acknowledges that there will be infrastructure located under a Town road and gives Union County Public Utilities the right to maintain what will be their property (the infrastructure as noted and approved be above).

Councilman Drehs moved to approve the Right of Way Encroachment Agreement at the Municipal Complex; the motion carried unanimously.

DISCUSSION ITEMS

a. Review Councilman Cohn's 2012—27% tax increase. (Item requested by Councilman Daniels)

Since this item was requested by Councilman Daniels he was given the floor by Mayor Alvarez. Councilman Daniels made a brief statement before beginning. He said that the cost of transparency is high. When he originally requested these three items on the agenda his intent was to get the truth out there; he did not intend to hurt anyone and did not have any vendetta. Councilman Daniels said that he has no problems with Councilman Cohn and if he offended him, he apologizes. Councilman Daniels said that when his constituents ask him what the truth is about items being "put out there" then he believes it's his duty to convey the truth to the residents. He said that the truth comes from the minutes; the official record. He said this is an opportunity for clarification for the truth; from the minutes.

There was a back and forth discussion between Councilman Daniels and Councilman Cohn regarding Town Council action that was taken in June 2012 through the referendum vote (of the

citizens) in November 2012. During the discussion, some of the official minutes of the time frame aforementioned were referenced as well as a newspaper article published in the June 15, 2012 edition of the Union County Weekly.

At one point during the discussion Mayor Alvarez stated that these agenda items should've have been presented as a review of Town Council Minutes of the dates in which these issues were addressed rather than the way in which they were worded. The way in which these items were worded and included on the agenda is an embarrassment. If as Mayor, he had the power to remove the items, he would have done so. Mayor Alvarez took Councilman Daniels at his word that if he had to do it over, he would have worded the items differently. He asked that members stay on topic, keep it brief and be respectful.

b. Review Councilman Cohn's record that raised the Town's debt. (Item requested by Councilman Daniels)

Councilman Daniels asked Councilman Cohn if he sat on a Council that raised Town debt 520%. Councilman Cohn said although he has not done the math, it is likely that debt was raised significantly by the previous Council because of the \$8.5 million bond referendum for the parks. However, at least the people voted on that debt increase. This Council just voted for an \$8 million municipal complex, which he said will significantly raise the Town's debt but the people were not given a voice in the decision. Again, Mayor Alvarez asked everyone to mind their tone and be respectful to one another; to serve the argument with dignity.

c. Review of Councilman Cohn's vote for hundreds of apartments for the Southgate development. (Item requested by Councilman Daniels)

Upon query from Councilman Daniels, Councilman Cohn explained why he voted for the Southgate Development project; a Planned Unit Development (PUD) which includes a mix of single-family and multifamily residences as well as some commercial uses. He said that unlike other projects that included apartments citizens from neighboring properties did not voice objections to the Southgate project. Additionally, as noted in the November 12, 2013 Town Council Meeting Minutes the developer said if the property were not annexed into Indian Trail the previously approved project would be built regardless; they would either incorporate to Monroe or build as incorporated, Union County.

The back-and-forth discussion of the matter continued between Councilmen Daniels and Cohn. Mayor Alvarez grew tired of requesting that the members remain respectful to one another. At one point Mayor Alvarez felt that Councilman Daniels was disrespecting the Chair and stated that the "Discussion" portion of the agenda was concluded unless the Council voted for it to continue. *Councilman Daniels moved to continue the Discussion of Item 10c of the agenda; the motion died with four (4) members voting in the opposition and Councilman Daniels being the only vote in favor of the motion.*

MANAGER'S REPORT

Mr. Fivas had nothing to report.

COUNCIL COMMENTS

Councilman Savoie: thanked everyone for attending this evening; staff for their hard work and Sheriff Cathey for all that he does.

Councilman Cohn: thanked everyone for coming out this evening and for Sheriff Cathey attending. He said he would not read the statement he had prepared but if anyone wanted to know why he voted for Southgate development go to the Town's Website and listen to the minutes of November 12, 2013 specifically, at 1-hour, 26-minutes of the recording the developer states that if the project would not be annexed into Indian Trail, they would seek an annexation from Monroe or build the project in the unincorporated area of Union County. He said that he is not saying that he did not vote for a tax increase; he did vote for a tax increase but the people had a vote on the parks. He said it is the same people that were pushing for the parks that are now criticizing him. He was humbled by all the people that stood up and spoke on his behalf this evening.

Mayor Alvarez: thanked everyone for coming. He is seeking professionalism from the Council. He noted that the Mayor is the presiding officer. He urged the Council that takes seat after the November election to read-up, attend provided classes and be respectful and professional at all times for the sake of the Town. He truly believes that each member of the current Council cares about the Town and serves for the right reason. The most respectful thing members could do for the taxpayers is to keep arguments to Town business and be respectful in your arguments. Fight for what you believe in, vote and move on; there is no reason to get personal and start slinging at one another. The items on tonight's agenda were disgraceful. He wouldn't put this on any Mayor of any town to have to deal with a personal argument in a public meeting where the perception of making the argument public is for campaigning. We have wasted taxpayer's money to sit here and argue about a campaign. Mayor Alvarez apologized to the audience. He also apologized to Sheriff Cathey for any mistakes he may have made in the past that hurt their relationship; they were mistakes. Again, Mayor Alvarez noted that Councilman Daniels said he incorrectly worded the agenda items that he had placed on the agenda; everyone makes mistakes. However, if a pattern of behavior is consistent then a person is not sorry for what they have done it is intentional. Everyone should learn from their mistakes and make efforts to see that they are not repeated.

Councilman King had no comments.

Councilman Daniels said that Mr. Ross (Southgate) is a developer that would've approached Monroe about an annexation but Monroe doesn't have an ordinance for apartments; they didn't have one then, they don't have one today and there is not such an ordinance in the works. He thanked everyone for coming and wished everyone safe travels home.

Councilman Drehs reminded everyone of the wonderful job the Union County Sheriff's Office does throughout the County; he recently had jury duty and the bailiffs did a fantastic job.

CLOSED SESSION

Councilman Savoie moved to enter Closed Session pursuant to NC G.S 143-318.11(a)(3)—to protect the attorney-client privilege; and Pursuant to NC G.S 143-318.11(a)(6)—to consider the qualifications

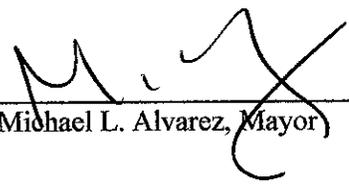
competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee. The motion carried unanimously.

After the Closed Session concluded, Councilman Daniels moved that Council enter Regular/Open Session; the motion carried by a unanimous vote.

ADJOURN

Councilman King moved to adjourn the meeting and the motion carried unanimously.



APPROVED: 
Michael L. Alvarez, Mayor

ATTEST: 
Kelley Southward, Town Clerk



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: October 13, 2015

SUBJECT: Additions to the October 13, 2015 Agenda

During “Additions & Deletions” please consider adding the following two items to Business Items (#9) of the Agenda:

- 1) Add as Item 9a: Council Consideration of Water & Sewer Extension Agreement for Municipal Complex.**

 - 2) Add as Item 9b: Council Consideration of Right of Way Encroachment Agreement for utilities at the Municipal Complex.**
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**Town of Indian Trail, NC
Town Council Resolution
Supporting Law Enforcement**

WHEREAS, residents of Indian Trail, North Carolina are extremely indebted to the committed, well-trained and hardworking members of our local and state law enforcement agencies and,

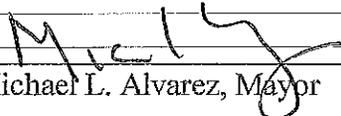
WHEREAS, recent events throughout our nation have unfortunately demonstrated a disregard for the selfless sacrifice of law enforcement officers, and

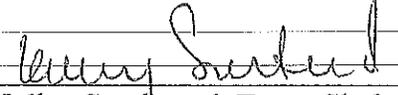
WHEREAS, it is incumbent upon public officials and the law abiding public to proactively support our law enforcement officers who regularly face threats of violence and danger, and routinely put their lives in jeopardy to keep our neighborhoods safe, enforce the rules of law, protect our property and respond in times of crisis, and

WHEREAS, as part of the recognition and commemoration of the outstanding work of our local and state law enforcement officers, the Mayor and Town Council, as well as the residents of Indian Trail, wish to commend and thank these dedicated public servants for their commitment to the people they serve, and their further commitment to provide safe and secure communities in which to live;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of Indian Trail, North Carolina, that it declares its support and solidarity with the men and women who serve, or who have served, as law enforcement officers. Their efforts and dedicated service deserve our sincerest respect and our deepest gratitude.

Adopted this the 13th day of October, 2015


Michael L. Alvarez, Mayor

Attest: 
Kelley Southward, Town Clerk

Town of Indian Trail

Memo

TO: Mayor and Town Council
FROM: Joe Fivas
CC: Tracee Karlsson, Alicia Massey
DATE: October 13, 2015
SUBJECT: Month End September 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 September 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			Penalty	Total
		Arrears/Other	2015	2016		
Billing	32046	0.00	7,280,407.52	0.00	0.00	7,280,407.52
Payments	3534	961.24-	678,342.62-	0.00	0.00	679,303.86-
Reversals	0	0.00	0.00	0.00	0.00	0.00
Adjustments	1479	0.00	1,995.50-	0.00	0.00	1,995.50-
Apply over	0	0.00	0.00	0.00	0.00	0.00
Rev Appl ovr	0	0.00	0.00	0.00	0.00	0.00
Penalty	0				0.00	0.00
Totals	<u>37059</u>	<u>961.24-</u>	<u>6,600,069.40</u>	<u>0.00</u>	<u>0.00</u>	<u>6,599,108.16</u>

Revised Item TC
Posted Mon, 10/12/15



TO: Mayor and Town Council
FROM: Joe Fivas
CC: Tracee Karlsson
DATE: October 13, 2015
SUBJECT: Budget Amendments for October 13th Meeting

Please find attached budget amendments processed through September 15, 2015.

Please feel free to call, email, come in or ask any questions you may have regarding these matters.

10-13-15 public comments by Mr. M. Faulkenberry
(Submitted by Mr. Faulkenberry to the Clerk)

During the last few days a Council candidate whom is also a real estate broker posted a photo of an Indian Trail business owner on his campaign Facebook page. Due to the false caption accompanying the photo shows lack of **moral character** by the candidate/Committee member towards an Indian Trail business owner since NO effort was made to research as to the accuracy of the photo or for the accusation made. I was informed I wasn't a target of the photo. Then why wasn't my image blocked out of the photo? The same person who posted the photo is also the Vice Chair of the Economic Development Advisory Committee and was told during their most recent meeting last month during their Public Comments, committee members should be careful as to what they post on their Facebook pages because their names can be cross referenced as to who they are and the committees they are members of.

I would encourage the candidates to submit a PIR for Mayor Alvarez' government e-mail dated June 13, 2012. You will see an e-mail sent from the Mayor to THEN Council member Darlene Luther's personal e-mail account. She then forwarded the e-mail to Indian Trail VFW President Brian Boze and to Lt. Chase Coble. The Mayor had included in his e-mail an image of what the demonstration was ALL about and as to whom organized it. The Mayor has been silent as to his role in this and has NEVER revealed to the public what he knew. Instead, he chose to allow character assassinations to continue to take place including NOW! Why didn't the former Council member tell the truth as to what she knew?

Now, two of the EDAC members have tried to use their committee positions to influence or affect two separate Indian Trail businesses to benefit their own personal beliefs. One of those occasions was video

recorded and is on the internet, the second occasion as you know is now on Facebook. Is this ethical behavior to have committee members force their personal beliefs by disrespecting business owners?

There are ethical guidelines established by the state of North Carolina for real estate brokers and part of North Carolina State Statute 93A-4 covers those guidelines

Section b.

An applicant for licensure under this Chapter shall satisfy the Commission that he or she possesses the competency, honesty, truthfulness, **integrity, good moral character**, and general fitness, including mental and emotional fitness, necessary to protect the public interest and promote public confidence in the real estate brokerage business.

I do expect the Facebook photo will be used at the polling places on Election Day and by whom. If it is used then legal action will take place.

See why I am running for Town Council? To STOP the intimidation and bullying. Which, if elected I WILL extend the contract between the Town of Indian Trail and the Union County Sheriff Office!

Michael Faulkenberry
Michael Faulkenberry



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: October 13, 2015

SUBJECT: Water & Sewer Services Extension Agreement-Municipal Complex

Please consider adding this item to the October 13, 2015 Agenda during “Additions & Deletions” as Business Item 9a: Council Consideration of Water & Sewer Extension Agreement for Municipal Complex.

Attached, please find the Agreement to be made by and between the Town of Indian Trail and Union County Public Works for the purpose of providing water and sewer service to the Town’s Municipal Complex at the property identified as Tax Parcel ID# 07-105-011B.

State of North Carolina

Ret: County of Union

STANDARD WATER AND SEWER SERVICES EXTENSION AGREEMENT

This Agreement is made and entered into this the _____ day of _____, 2015, by and between Union County, North Carolina, by and through its department, Union County Public Works ("UCPW" or "Union County"), **Town of Indian Trail**, ("Developer") and **Town of Indian Trail**, ("Owner").

WHEREAS, Owner is the record title owner of the real property described in Exhibit A, attached hereto, and incorporated herein by reference (the "Development Phase"), and

WHEREAS, Developer desires to develop the Development Phase by erecting thereon improvements for commercial, industrial, institutional and/or residential purposes which will require water and/or sewer service in accordance with engineered drawings, signed and sealed by the Developer's Engineer of Record, and

WHEREAS, such drawings as are necessary for the Development Phase Project, including drawings for off-site improvements identified in the Conditional Sketch Plan Comment Letter or as otherwise required by UCPW, (the "Development Phase Plans") have been provided to UCPW in addition to the Water and Sewer Plans for the Development, and such Development Phase Plans, incorporated herein by reference, have been approved by UCPW on the **13th** day of **October**, 2015 and are on file at the offices of UCPW, and

WHEREAS, Developer desires for UCPW to provide water and/or sewer service to the Development Phase, when the Development Phase Project is completed; and

WHEREAS, UCPW has submitted the Water and Sewer Plans to the North Carolina Department of Environment and Natural Resources ("NCDENR"), which has issued construction permits, identified by Permit # (s) WQ0038005(Public) dated 9-21-15, WQ0038006(Private) dated 9-21-15, 15-00728(Public) dated 9-25-15 & 15-00727(Private) dated 9-25-15 to UCPW for the construction of water and/or sewer infrastructure, and

WHEREAS, Developer has agreed to construct the infrastructure relative to the Development Phase Project in accordance with the Development Phase Plans, construction permits, all Applicable Law, and in accordance with the Union County Water and Sewer Extension Ordinance in effect as of the date of this Agreement (the "Ordinance"), and

WHEREAS, Developer has agreed to convey title to the water and/or sewer infrastructure relative to the Development Phase Project to Union County upon completion of construction and acceptance thereof by UCPW; and

(CHECK THIS BOX IF THIS PARAGRAPH APPLIES: [N/A]), WHEREAS a portion of the Development Phase Project is for the construction of improvements located outside of the Development Phase, and Developer has not been able to obtain all easements and other property interests necessary for the construction of such improvements, which necessitates the signing of a Reimbursement Agreement to this agreement by Developer and Union County; and

WHEREAS, Owner has agreed to convey title to Union County of all easements and other interests in the Development Phase that are necessary for the conveyance of water or sewer and the maintenance and repair of the related infrastructure to be located thereon; and

WHEREAS, UCPW has agreed to allow Developer to construct the infrastructure relative to the Development Phase Project in accordance with the construction permits issued to UCPW by NCDENR, to accept title to said infrastructure and interests in property, to thereafter maintain said infrastructure, to provide water and/or sewer services in accordance with the terms of this Agreement and the Ordinance, and to thereafter operate such facilities so that the occupants of each residence or commercial improvement constructed in the Development Phase will receive water supply and/or sewer collection service from UCPW, all pursuant to the terms of this Agreement and the Ordinance; and

WHEREAS, Developer desires that UCPW reserve water and/or sewer treatment capacity, as specified herein, so that when the Development Phase Project has been completed, treatment capacity will be available to serve the improvements that have been constructed in the Development Phase; and

WHEREAS, Developer and Owner acknowledge that this Agreement does not entitle Developer or Owner to develop the Development Phase with densities which are inconsistent with those allowed under the density provisions of Applicable Law, which law includes the zoning ordinance of the local government having jurisdiction.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Developer, Owner and UCPW hereby covenant and agree as follows:

1. Interpretation of Agreement:

This Agreement is governed by all Applicable Law, including the terms of the Union County Water and Sewer Extension Ordinance in effect as of the date of this Agreement, which Ordinance is incorporated herein by reference. Developer, Owner, and UCPW are bound by and shall comply in all respects with the policies, procedures, requirements and terms of the Ordinance in performing their obligations under this Agreement. All policies, procedures, requirements and terms of the Ordinance shall be a part of this Agreement, even though not expressly set forth herein. Developer and Owner understand and agree that execution of this Agreement in no way vests any Development for zoning purposes, whether the Development is located within Union County's zoning jurisdiction or within the zoning jurisdiction of one of the municipalities within which UCPW provides water and/or sewer service.

2. Definitions:

All capitalized terms contained in this Agreement shall have the same meaning as those defined terms contained in the Ordinance.

3. Legal Description of Easements and Other Property Interests:

Developer shall ensure that the plat required by the Appropriate Planning Agency contains a legal description of all easements and other property interests in the Development Phase to be conveyed to Union County, within which water and/or sewer infrastructure is to be built. Neither Developer nor Owner shall record the plat in the Register of Deeds' office until it has been approved by UCPW.

4. Development, Ownership and Control of the on-site and off-site water distribution and sewage collections systems:

Developer shall construct the infrastructure relative to the Development Phase Project (whether located within or without the boundaries of the Development Phase) as delineated in the Development Phase Plans, and in accordance with the Ordinance and other Applicable Law. Upon completion of the construction and acceptance by UCPW, Developer shall sign such documentation as UCPW may require in order to transfer title of the infrastructure to Union County.

5. CHECK THIS BOX IF THIS PARAGRAPH APPLIES: [N/A]

Acquisition of off-site easements and other property interests:

Developer and Union County have signed a document of even date herewith, entitled "Reimbursement Agreement", incorporated herein by reference and on file in the offices of UCPW, which the parties agree is a part of this Agreement. Union County will not issue the Letter of Final Acceptance under Article 5, Section 5.1 of the Ordinance until Developer has complied in all respects with the Reimbursement Agreement, including the payment to Union County of all of the costs and expenses due under the Reimbursement Agreement.

6. Owner's obligations:

Upon notification that UCPW is prepared to accept the completed infrastructure, Owner shall execute all easements and convey to Union County all interests in the easements and other property interests shown on the approved Development Phase Plans that are necessary for the conveyance of water or sewer and the maintenance and repair of the related infrastructure located thereon. In the event that Developer is the record titleholder of the Development Phase, the Developer shall have all responsibilities of Owner under this Agreement and the Ordinance in addition to the responsibilities of Developer.

7. Reservation of Allocated Capacity:

Developer and UCPW agree that the Development Phase will require Allocated Capacity (i) in the amounts indicated below for non-residential development, and (ii) in such amounts as will serve the number of Equivalent Residential Units ("ERUs") shown below for residential development. For purposes of this Agreement, ERU will be defined as the amount of water used or wastewater generated, measured in gallons per day, by a typical single family residence in Union County.

With respect to Water:

N/A ERUs for the residential portion of the Development Phase
1,100 Gallons/Day for the non-residential portion of the Development Phase

With respect to Sewer:

N/A ERUs for the residential portion of the Development Phase
1,100 Gallons/Day for the non-residential portion of the Development Phase.

UCPW hereby allocates and reserves the Allocated Capacity for a period of five (5) years from the date of this Agreement for the benefit of the Development

Phase in accordance with the terms of the Ordinance. If the infrastructure relative to the Development Phase Project that Developer has agreed to construct under this Agreement, as delineated on the Development Phase Plans, has not been completed and accepted by UCPW within five (5) years from the date of this Agreement, the Allocated Capacity shall revert to UCPW in accordance with the terms of the Ordinance.

8. Payments under Agreement:

A. Payment of Capacity Fees:

Developer has paid the Capacity Fees for treatment and transmission of water in the sum of \$5,800 and sewer in the sum of \$15,440, and UCPW acknowledges receipt of the Capacity Fees. UCPW has agreed to reserve the Allocated Capacity for a period of five (5) years from the date of this Agreement, and will not receive revenue for the use of such Allocated Capacity until the Development Phase has been completed and occupants of the Development Phase begin to use UCPW water or sewer services. In the event that the Allocated Capacity reverts to UCPW because the infrastructure relative to the Development Phase Project has not been completed and accepted within five (5) years from the date of this Agreement, then the Capacity Fees paid by Developer shall be retained by UCPW as liquidated damages for reserving capacity for five (5) years without receiving revenue.

B. Payment of Pro Rata Share of Off-site Sewer Improvements:

(CHECK THIS BOX IF THIS PARAGRAPH APPLIES: [N/A] UCPW has agreed to allow Developer to construct interim alternative off-site sewer improvements under the March 18, 2013 amendment to Section 2.3(d) of the Ordinance. Under Section 2.3(d) of the Ordinance, Developer has paid a non-refundable payment-in-aid of construction of the off-site sewer improvements that would have been constructed to serve the development if the infrastructure had been constructed in accordance with the Union County Water and Sewer Master Plan in the sum of \$____, and UCPW acknowledges receipt of said payment, and agrees to use the funds received in accordance with Section 2.3(d) of the Ordinance.

9. Change of Development:

Developer agrees that the plan of the Development Phase will not be changed in such a fashion that results in a change of the Development Phase Plans or the Allocated Capacity unless UCPW consents to the change in writing in accordance with the terms of the Ordinance. No change in the plan of the Development Phase that increases or decreases the Allocated Capacity of either water or sewer by more than 5% shall be effective unless a written amendment

to this Agreement has been signed by UCPW, Owner and Developer and recorded in the Register of Deeds' office.

10. Sale of Development Phase:

Developer and Owner shall provide written notice to UCPW within five (5) business days of transfer of title of the Development Phase or any portion thereof, except for the transfer of title of a portion of the Development Phase (such as a Lot) to the end user pursuant to the Developer's plan of development.

11. Transfer of Allocated Capacity:

The Allocated Capacity is an appurtenance to the Development Phase, and, as such, will pass with the title to the Development Phase. The Allocated Capacity cannot be assigned, sold, transferred, leased, encumbered, or disposed of in any manner by Owner or Developer other than by sale or encumbrance of the Development Phase. The Allocated Capacity cannot be used in connection with the development of any real property other than the Development Phase. In the event of transfer of the Development Phase or any portion thereof, the person who acquires title shall have the Allocated Capacity attributable to such property subject to the terms of the Ordinance and this Agreement.

12. Oversizing of Water or Sewer Infrastructure:

In the event that UCPW requires Developer, as a condition of approval of the Water and Sewer Plans, to install improvements (whether located within or without the boundaries of the Development Phase) with a greater capacity than required to serve the Development Phase in order for UCPW to serve future developments or to meet future service needs of UCPW, UCPW shall reimburse Developer in accordance with the terms of Exhibit B, attached hereto, and incorporated herein by reference.

13. Notices:

Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to any other party in connection with this Agreement shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, to the addresses set forth below (or at such other addresses as specified by written notice delivered in accordance herewith):

To UCPW: Executive Director, Union County Public Works
500 N. Main St., Suite 500
Monroe, NC 28112

To Developer: **Town of Indian Trail
130 Blythe Drive
Indian Trail, NC 28079**

To Owner: **Town of Indian Trail
130 Blythe Drive
Indian Trail, NC 28079**

14. Authorization:

Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

15. Entire Agreement:

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement (and the Development Phase Plans, the Reimbursement Agreement signed in accordance with Paragraph 5, above, if applicable, and any other documents that are specifically referred to herein as being incorporated by reference) contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or other written conditions, terms, warranties, understandings or agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.

16. Severability:

The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

17. Selection of Law:

This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina.

18. E-Verify:

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Developer warrants that Contractor and any subcontractor performing work under this agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this warranty by Developer will be considered a breach of this agreement, which entitles Union County to terminate this agreement, without penalty, upon notice to Developer.

In witness whereof, the parties have set their hands and seals this the day and year first above written

[Signature Page]

(County)

Union County a Political Subdivision of North Carolina

By: _____

Cynthia A. Coto
Title: **County Manager**

ATTEST :

By: _____

Lynn West
Title: **Clerk of the Union County Board of Commissions**

SEAL-STAMP State of North Carolina – County of Union

On this the ____ day of _____, 20____, Lynn West personally appeared before me, a Notary Public in this jurisdiction, and having been duly sworn did state that she knows the common seal of Union County, and is acquainted with Cynthia A. Coto, who is County Manager of Union County; and did further state that she is the duly appointed or designated Clerk to the Board of Commissioners of Union County, and saw the County Manager sign the foregoing instrument, and that Lynn West, as Clerk, affixed the common seal of Union County to the instrument, and that Lynn West as Clerk, signed her name in attestation of the execution of the instrument in the presence of the County Manager, and that they both acknowledged the due execution of the same. Witness my hand and official seal or stamp.

My commission expires: _____

Notary Public: _____

[Signature Page]

Developer

Individual Developer:

Sign: _____ (SEAL)

Print Name: _____

Sign: _____ (SEAL)

Print Name: _____

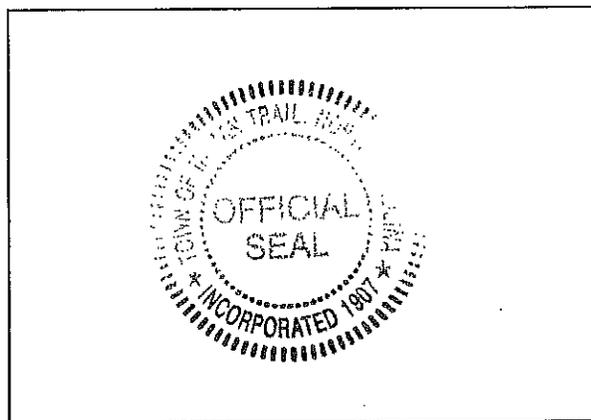
LLC/Corporate Developer:

Sign Name: M

Entity Name: Town of Indian Trail

Print Name: Michael L. Alvarez

Title: Mayor



LLC/Corporate seal

Partnership:

Partnership Name

Name: _____, General Partner (SEAL)

NOTARY ACKNOWLEDGMENT
(Developer)

Individual Acknowledgment

State of _____

County of _____

I, _____, Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this ____ day of _____, 20____.

(SEAL)

My Comm. Expires: _____

Notary: _____

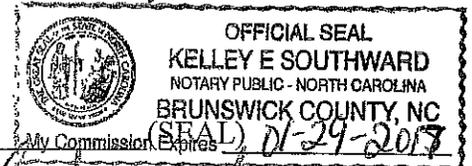
Corporate/LLC Acknowledgment

State of North Carolina

County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that

Michael L. Alvarez personally came before me this day and acknowledged that he is/are the Mayor of The Town of Indian Trail a Municipal Corporation (type of Entity), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 13th day of October, 2015



My Comm. Expires: _____

Notary: Kelley E Southward
Kelley E Southward

01-29-2017

Partnership Acknowledgment

State of _____

County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that ___he is/are the General Partner of _____, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this ____ day of _____, 20_____

_____(SEAL)

My Comm. Expires:

Notary: _____

NOTARY ACKNOWLEDGMENT
(Owner)

Individual Acknowledgment

State of _____

County of _____

I, _____, Notary Public of the
County _____ and State _____ aforesaid, certify that
_____ personally
appeared before me this day and acknowledged the due execution of the foregoing
instrument for the purposes therein expressed. Witness my hand and Notarial stamp or
seal this _____ day of _____, 20____.

_____(SEAL)

My Comm. Expires: _____

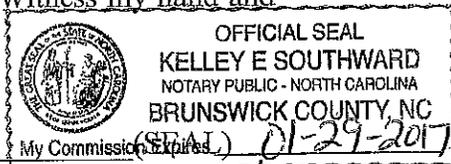
Notary: _____

Corporate/LLC Acknowledgment

State of North Carolina

County of Union

I, the undersigned Notary Public of the County and State aforesaid, certify that
Michael C. Alvarez personally came before me this
day and acknowledged that they are the Mayor of
The Town of Indian Trail a Municipal Corporation (type
of Entity), and that by authority duly given and as the act of such entity, he signed the
foregoing instrument in its name on its behalf as its act and deed. Witness my hand and
Notarial stamp or seal, this 13th day of October, 2015



My Comm. Expires: _____

01-29-2017

Notary: _____

Kelley E Southward
Kelley E Southward

Partnership Acknowledgment

State of _____

County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that they are the General Partner of _____, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this ____ day of _____, 20_____

(SEAL)

My Comm. Expires:

Notary: _____

EXHIBIT 'A'

INDIAN TRAIL TOWN HALL

TAX PARCEL 07-105-011B

PROJECT AREA 3.32 ACRES

NOTE: THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

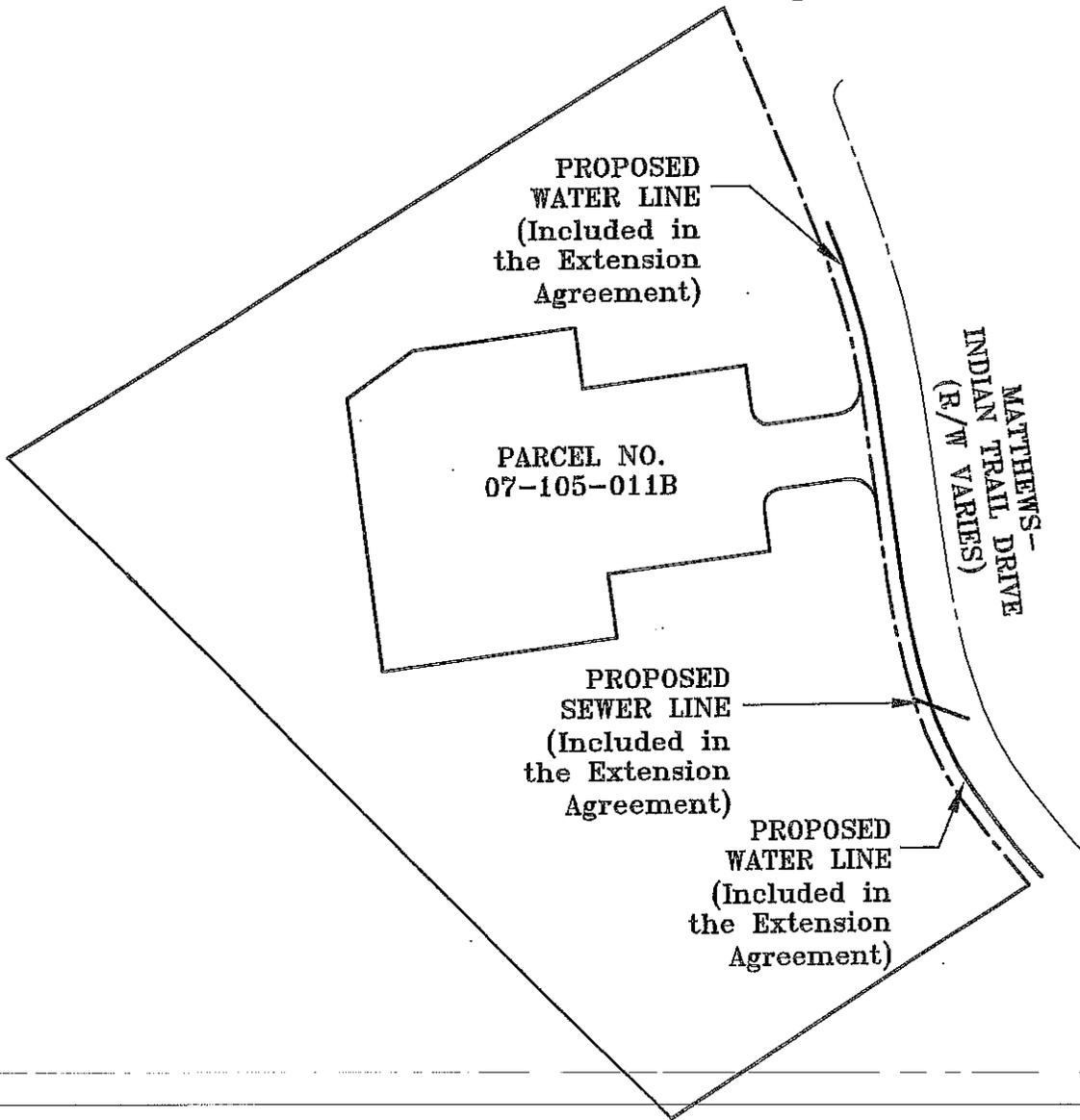
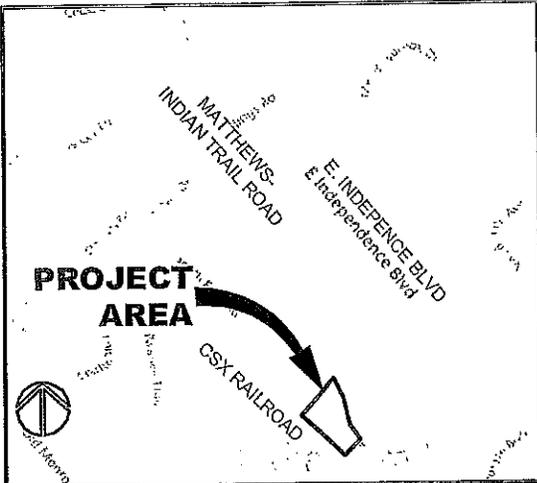


EXHIBIT "B"

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TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: October 13, 2015

SUBJECT: Right of Way (ROW) Encroachment Agreement for utilities-Municipal Complex

Please consider adding this item to the October 13, 2015 Agenda during “Additions & Deletions” as Business Item 9b: Council Consideration of Right of Way Encroachment Agreement for utilities at the Municipal Complex.

Attached, please find the Encroachment Agreement to be made by and between the Town of Indian Trail and Union County for the purpose of providing underground waterline and sewer facilities to be located in the ROW at approximately 4393 Matthews Indian Trail Road in order to provide water/sewer service to the Town’s Municipal Complex.

ROUTE _____ PROJECT Indian Trail STATE OF NORTH CAROLINA
Mathews Indian Trail Road Gov. Center COUNTY OF _____ UNION

TOWN OF INDIAN TRAIL
130 BLYTHE DRIVE, INDIAN TRAIL, NC 28079

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

UNION COUNTY
500 N. Main Street, Monroe, NC 28112

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____ by and between
the TOWN OF INDIAN TRAIL ("Grantor") UNION COUNTY ("Grantee")
and _____

WITNESSETH

THAT WHEREAS, Grantee desires to encroach on the right of way of the public road designated as
Mathews - Indian Trail Road, located at approximately 4393 Mathews Indian
Trail Road in the Town of Indian Trail.

with the construction and/or erection of: underground waterline and sewer facilities, as shown on the attached plans.

WHEREAS, it is to the material advantage of Grantee to effect this encroachment, and Grantor in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that Grantor hereby grants to Grantee the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That Grantee binds and obligates itself to install and maintain the encroaching facility in such safe and proper condition that, except as otherwise provided in the following paragraph, it will not interfere with or endanger travel upon said roadway, nor obstruct nor interfere with the proper maintenance thereof, and to reimburse Grantor for the cost incurred for any necessary repairs or maintenance to its roadways and structures to the extent arising from the installation and existence of the facilities of Grantee.

That Grantee agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Roadways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Engineering Department of Grantor.

That Grantee hereby agrees to indemnify and save harmless Grantor from all damages and claims for damage that may arise from the installation and maintenance of this encroachment; provided, however, that Grantee shall not be obligated to indemnify and save harmless Grantor with respect to damages or claims for damage to the extent arising from the operation and maintenance of the public right of way. That Grantor hereby agrees to indemnify and save harmless Grantee from all damages and claims for damage that may arise from the operation and maintenance of the public right of way; provided, however, that Grantor shall not be obligated to indemnify and save harmless Grantee with respect to damages or claims for damage to the extent arising from the installation and maintenance of this encroachment.

That Grantee agrees to restore all areas disturbed during installation and maintenance. Without limiting the foregoing, vegetation must be replanted and sidewalks or roads shall be restored to the condition existing prior to the disturbance. Grantee agrees to exercise reasonable precautions during construction and maintenance to prevent eroding of soil; siltling or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, Grantee agrees to replace the sod or otherwise reestablish the grass cover to the condition existing prior to the disturbance.

That Grantee agrees to assume the actual cost of any inspection of the work considered to be necessary by the Director of Engineering of Grantor, in his reasonable judgment.

That Grantee agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by Grantor. Grantor reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed roadway open to traffic; Grantee agrees to give written notice to the Director of Engineering of Grantor when all work contained herein has been completed. Unless specifically requested by Grantor, written notice of completion of work on roadway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by Grantee, Grantor reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to Grantor.

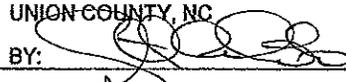
That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by Grantor unless written waiver is secured by Grantee from Grantor.

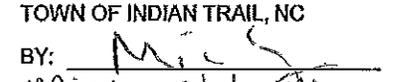
That Grantor agrees that any encroaching facilities currently located within the public right of way are allowed to remain in their current location.

During the performance of this contract, Grantee, for itself, its assignees and successors in interest shall comply with all applicable federal, state and local laws, regulations and ordinances and shall obtain all applicable permits.

Grantee further agrees to supply the Required Attachments and comply with the General Requirements which are attached hereto.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

UNION COUNTY, NC
BY: 
Cynthia A. Goto
County Manager

TOWN OF INDIAN TRAIL, NC
BY: 
Michael L. Alvarez
Mayor

REQUIRED ATTACHMENTS

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
8. Method of attachment to drainage structures or bridges.
9. Manhole design.
10. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
11. Length, size and type of encasement where required.
12. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
13. Location of vents.

GENERAL REQUIREMENTS

1. All crossings should be as near as possible normal to the centerline of the roadway.
2. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
3. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
4. All vents should be extended to the right of way line or as otherwise required by the Town.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Town's Engineering Department.
6. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Town must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
7. The Town's Director of Engineering should be given notice by the applicant prior to actual starting of installation included in this agreement.

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: GORDON B. DANIELS Department: COUNCILMAN

Contact Phone # (704) 907-1688 Date Submitted 10/7/15

Date of Town Council Meeting to consider this item: 10/13/15

Meetings are generally 2nd & 4th Tuesday of each month. Meetings begin @ 6:30 p.m., snacks will be provided at all meetings.

Please indicate how much time you expect this matter to take: 10 minutes

Description (give short summary of topic; this is how item appears on the Agenda.)
Review the true facts behind
Councilmen Cobin's 2012-27% tax
increase

Who will attend Council meeting able to respond to questions? Give name & title:
Gordon B. Daniels, Councilmember

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

<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Schedule Public Hearing**
<input type="checkbox"/> Presentation/Recognition	<input type="checkbox"/> Closed Session
<input type="checkbox"/> Business Items	<input checked="" type="checkbox"/> Discussion

*Board, commission, or group requesting joint meeting: _____

Supply General Statute or local ordinance that governs this item

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

What action is requested of the Council? _____

What action is requested of the Manager? _____

Are Town funds required? Yes / No \$ _____ Funding Source _____

PLEASE PROVIDE: A copy 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 **

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: GORDON B. DANIELS Department: Councilmember

Contact Phone # (704) 907-1688 Date Submitted 10/7/15

Date of Town Council Meeting to consider this item: 10/13/15

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

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

Review the true facts behind Councilman Cohn's record that significantly raised the towns debt

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

Gordon B. Daniels, Councilman

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

<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Schedule Public Hearing**	<input checked="" type="checkbox"/> Discussion
<input type="checkbox"/> Presentation/Recognition	<input type="checkbox"/> Closed Session	<input type="checkbox"/> Work session
<input type="checkbox"/> New Business	<input type="checkbox"/> Old Business	

*Board, commission, or group requesting joint meeting: _____

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

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

What action is requested of the Council? _____

What action is requested of the Manager? _____

Are Town funds required? Yes / No \$ _____ Funding Source _____

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

10c

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: GORDON B. DANIELS Department: Council member

Contact Phone # (704) 907-1688 Date Submitted 10/7/15

Date of Town Council Meeting to consider this item: _____
Meetings are generally 2nd & 4th Tuesday of each month. Meetings begin @ 6:30 p.m., snacks will be provided at all meetings.

Please indicate how much time you expect this matter to take: 10 | 13 | 15

Description (give short summary of topic; this is how item appears on the Agenda.)
Review of Councilman Cohn's
vote for hundreds of apartments
for the South gate developments.

Who will attend Council meeting able to respond to questions? Give name & title:
Gordon B. Daniels, Councilman

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

<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Schedule Public Hearing**
<input type="checkbox"/> Presentation/Recognition	<input type="checkbox"/> Closed Session
<input type="checkbox"/> Business Items	<input checked="" type="checkbox"/> Discussion

*Board, commission, or group requesting joint meeting: _____

Supply General Statute or local ordinance that governs this item

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

What action is requested of the Council? _____

What action is requested of the Manager? _____

Are Town funds required? Yes / No \$ _____ Funding Source _____

PLEASE PROVIDE: A copy 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 **

Indian Trail increases taxes with numerous projects in mind

Taxes go up 4 cents, or 27.5 percent, depending on how you look at it

Posted by CW Editor on June 15, 2012 in News

<http://unioncountyweekly.com/news/2012/06/indian-trail-increases-taxes-with-numerous-projects-in-mind/>

by Mike Parks

INDIAN TRAIL – Town leaders will soon have something they're not used to in Indian Trail: cash to spend. But despite the nearly unanimous decision to pass this year's budget, not everyone is happy with the plan to hike taxes in exchange for investment into the town.

Indian Trail council members voted 4-1 Tuesday night, June 12, to approve the town's budget and 4-cent property tax increase to fund capital improvement projects and a debt-reduction service. It's a 27.5 percent increase to town property taxes, hiking the rate from 14.5 to 18.5 cents per \$100 of assessed property value. That still leaves the rate much lower than any town in North Carolina with a similar population, according to Indian Trail staff.

The decision came to a mix of cheers and boos from local residents packed into the town's chamber, many of whom used time before the vote to bemoan or support the proposed increase.

But when it came time to vote, the majority of council said now is the time to invest in Indian Trail's future.

"The status quo doesn't cost anything; to do nothing doesn't cost anything," said Councilman Robert Allen, saying it's time to move past the status quo. Referring to people who said in the public comments period that they want Indian Trail to stay the way it's always been in terms of a rural community. Allen added, "I don't want (it to be) 1974 again."

Allen was joined in his vote by council members Christopher King, who proposed the tax increase two weeks ago, Darlene Luther and David Cohn. Cohn had been on the fence about the increase, but said he decided just recently to throw his support behind the plan.

"The more I sit here (and study the plan) ... we could have not raised taxes tonight," Cohn said. "But it was going to happen down the road."

He added 4 cents might not have been enough by the time a tax increase was reconsidered.

King, who stuck his neck out in proposing a tax hike for the first time since a 5-cent increase was approved in 2007-08, said one of the best parts about this plan is the money won't sit around for long.

"We are talking about some immediate impacts," he said.

But David Waddell, the one dissenting vote on the tax increase, says this is a dangerous step his colleagues are taking in growing the size of government at a time when many residents want to see government get smaller.

"I see a lot of things being put in place for future growth of the government," Waddell said about the budget. "It's pretty plain to see."

Waddell also is upset the tax increase was proposed right after the public hearing on the budget, saying residents haven't been given ample time or opportunity to study the plan and get their feelings known. Mayor Michael Alvarez echoed that concern, saying he'd likely be more comfortable with the increase if it was pushed off to next year.

Waddell continued to say he felt the tax increase may just be a means for council members to ensure they can still have the money to build parks in Indian Trail even if voters decide in November not to approve the park bond. **It's a claim Cohn adamantly refuted.**

"I support the bond for the park ... but if it doesn't pass, it doesn't pass," Cohn said. "I want to see a nice park, I want to see bike paths ... but if the people vote against (the bond), that's it."

Paying off an \$8 million bond for a new park is one of the things the tax increase could be used for, Town Manager Joe Fivas said Tuesday night. His department has put together a list of projects the town could fund with the tax increase, only a few weeks after Fivas presented a budget with no tax increase and very few increases in town services.

Investment would be broken into three groups: projects for 2012 to 2015, 2015 to 2018 and 2018 to 2021. Those projects include:

2012-2015

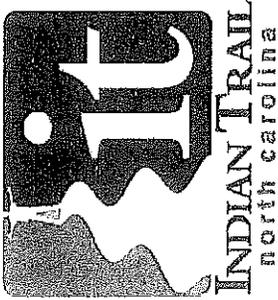
- Chestnut Lane sidewalk, which would connect three neighborhoods with the Austin Village commercial center
- Poplin Road sidewalk, which would connect three neighborhoods with Poplin Elementary School
- Unionville-Indian Trail Road sidewalk, which would connect multiple neighborhoods and businesses to the Wal-Mart shopping district, Sardis Elementary School and the proposed park
- Rogers Road sidewalk, which would connect neighborhoods to four Indian Trail schools and the Sun Valley commercial district
- Rogers Road intersection improvements
- Unionville-Indian Trail Road at Sardis Road intersection improvements
- Phase I of Chestnut Parkway, connecting U.S. 74 to Old Monroe Road and relieving congestion on Indian Trail Road
- Municipal Complex, which could include a community center, town hall, farmers market and senior center
- Baseball complex, softball complex, and soccer, lacrosse and football fields
- 6 miles of wooded walking paths and bike trails
- Two large playgrounds
- Two large multi-use pavilions
- Dog park
- Open recreational space

2015-2018

- Phase II of Chestnut Parkway
- Phase I of Faith Church Road Parkway, to connect U.S. 74 to Old Monroe Road and help Indian Trail Road and Wesley Chapel-Stouts Road
- Widening Old Monroe Road to four lanes and traffic congestion relief
- Old Monroe Road sidewalk, connecting Sun Valley schools to the Sun Valley commercial district and Indian Trail Road area
- Wesley Chapel-Stouts Road sidewalk, connecting all area neighborhoods
- Seven-mile greenway, connecting Porter Ridge High School to Sun Valley High School and Colonel Beatty Park, most Indian Trail neighborhoods and potentially to Mecklenburg County greenways

2018-2021

- Phase III of Chestnut Parkway
- Old Monroe Road widening and traffic congestion relief continued
- Aquatics center
- Wesley Chapel-Stouts Road improvements



FISCAL YEAR 2015/2016 BUDGET

ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A DEBT SERVICES AND CAPITAL RESERVE FUND

Ordinance #

WHEREAS, the Town of Indian Trail, North Carolina desires to establish a fund to accumulate funds for future Town Debt and Capital needs; pursuant to Chapter 159-18 of the General Statutes of North Carolina.

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

1. The Town Council hereby creates a Debt Services and Capital Reserve Fund for the purposes of funding future Town capital needs. The Capital Reserve Fund is established for the purpose of providing seed capital for:
 - a. Substantial improvements in Town infrastructure including; but, not limited to the cost of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading, improving streets, roads and intersections, bridges, overpasses, sewer, water, utilities, underpasses and grade crossings, and the acquisition of land, rights-of-way and easements in land related to such activities.
 - b. Construction or reconstruction of sidewalks or walkways, curbs, gutters or drains.
 - c. The acquisition, construction, renovation, improvement and equipping of parks, greenways, recreational areas and open space including the acquisition of land, rights-of way and easements related to such activities.
 - d. The acquisition or construction of municipal structures, capital equipment, property acquisition or other capital uses and needs.
 - e. Payment of debt obligation related to capital projects, past, future or ongoing.
2. This ordinance may be amended in the same manner in which it was adopted. Amendments may, among other provisions, authorize the use of moneys accumulated or to be accumulated in the fund for capital outlay purposes not originally stated.

Pg 3/6

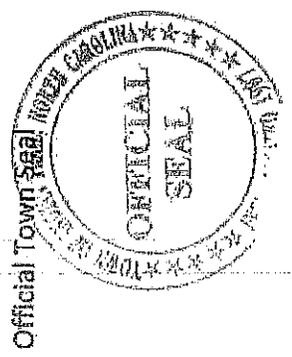
- 3. This fund will remain operational for a period not to exceed twelve years beginning July 1, 2012, and ending June 30, 2024. However, the fund's ending date may be extended by an amendment to the ordinance by any future Council.
- 4. The Town's Debt Services and Capital Reserve Fund will be funded through an appropriation to the Debt Services and Capital Reserve Fund as a transfer from the General Fund an amount equal to four cents per one hundred dollars (\$100) valuation of taxable property as listed for taxes as of January 1 of each year.
- 5. These funds and the accrued interest on them shall remain in the Capital Reserve Fund and may only be disbursed for capital improvements through transfer to a Capital Project Fund for a specific infrastructure improvement approved by the Town Council.
- 6. The Council may designate funds to be reserved for a specific future project that will be tracked individually, until the funds are appropriated for a specific capital project in a capital projects fund. From time to time, the Council will designate specific projects within the reserve fund, and those funds that are allocated are obligated by the Council to be reserved for those projects and those projects only.

This Ordinance is effective beginning fiscal year July 1, 2012.

The motion to adopt this ordinance was made by Council member Christopher King

And passed by a vote of 4 to 1

BY: [Signature] BY: [Signature]
 (Clerk) (Mayor)



**Town of Indian Trail Capital Assets
(net of depreciation)**

Figure 4

	Governmental Activities		Business Type Activities		Total	
	2012	2011	2012	2011	2012	2011
Land	\$ 2,285,804	\$ 2,183,626	\$ -	\$ -	\$ 2,285,804	\$ 2,183,626
Construction in progress	131,739	489,711	-	-	131,739	489,711
Building and improvements	1,533,367	1,242,541	-	-	1,533,367	1,242,541
Computers	24,773	17,000	-	-	24,773	17,000
Computer software	57,804	12,033	-	-	57,804	12,033
Equipment	72,987	12,587	35,653	-	108,640	12,587
Vehicles	57,651	37,655	36,903	-	94,554	37,655
Infrastructure	18,982,525	16,399,016	-	-	18,982,525	16,399,016
Total	\$ 23,146,650	\$ 20,394,169	\$ 72,556	\$ -	\$ 23,219,206	\$ 20,394,169

Additional information on the Town's capital assets can be found in Note III.A.3 of the Basic Financial Statements. \$131,739 shown as construction in progress refers to the work previously done by architects in conjunction with a new town hall.

Long-term Debt. As of June 30, 2012, the Town of Indian Trail owes \$2,415,000 in installment loan debt.

The Town of Indian Trail's Outstanding Debt

The Town of Indian Trail's total debt decreased by \$196,667 (7.5%) during the past fiscal year.

North Carolina general statutes limit the amount of general obligation debt that a unit of government can issue to 8 percent of the total assessed value of taxable property located within that government's boundaries. As of April 9th, 2012, the legal debt margin for the Town of Indian Trail is \$269,915,435.

Additional information regarding the Town of Indian Trail's long-term debts can be found in Note III.B of this report.

**Town of Indian Trail Capital Assets
(net of depreciation)**

Figure 4

	Governmental Activities		Business Type Activities		Total	
	2014	2013	2014	2013	2014	2013
Land	\$ 3,895,112	\$ 3,870,159	\$ -	\$ -	\$ 3,895,112	\$ 3,870,159
Construction in progress	8,970,375	1,609,813	-	-	8,970,375	1,609,813
Building and improvements	1,449,255	1,520,081	-	-	1,449,255	1,520,081
Computers	10,072	16,289	-	-	10,072	16,289
Computer software	34,797	48,321	-	-	34,797	48,321
Equipment	214,298	64,294	25,737	27,264	240,035	91,568
Vehicles	9,169	32,996	20,223	28,563	29,392	61,559
Infrastructure	19,836,014	19,584,766	-	-	19,836,014	19,584,766
Total	\$ 34,419,092	\$ 26,746,719	\$ 45,960	\$ 55,827	\$ 34,465,052	\$ 26,802,646

Additional information on the Town's capital assets can be found in Note III.A.3 of the Basic Financial Statements. \$8,970,375 shown as construction in progress is mainly due to ongoing capital projects for Chestnut Square Park and Crooked Creek Park at Indian Trail.

Long-term Debt. As of June 30, 2014, the Town of Indian Trail owes \$3,084,167 in installment loan debt and \$10,491,000 in General Obligation Bonds. ✓

The Town of Indian Trail's Outstanding Debt

The Town of Indian Trail's total debt decreased by \$830,667 during the past fiscal year.

North Carolina general statutes limit the amount of general obligation debt that a unit of government can issue to 8 percent of the total assessed value of taxable property located within that government's boundaries. As of May 9, 2014, the legal debt margin for the Town of Indian Trail is \$285,923,288.

Additional information regarding the Town of Indian Trail's long-term debts can be found in Note III.B of this report.

~~JUNE 9, 2015~~

October 13, 2015

TOWN COUNCIL CLOSED SESSION CRITERIA

(Specify one or more of the following permitted reasons for closed sessions)

Move that we go into closed session in accordance with:

[N.C.G.S. 143-318.11(a)(1)]

Prevent the disclosure of privileged information

Under the North Carolina General Statutes or regulations

Under the regulations or laws of the United States

To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, specifically, NCGS 132.17 with respect to sensitive public security information.

[N.C.G.S. 143-318.11(a)(2)]

Prevent the premature disclosure of an honorary award of scholarship

[N.C.G.S. 143-318.11(a)(3)]

Consult with the Attorney

To protect the attorney-client privilege

To consider and give instructions concerning a potential or actual claim, administrative procedure, or judicial action

To consider and give instructions concerning a judicial action titled _____ vs. _____

[N.C.G.S. 143-318.11(a)(4)]

To discuss matters relating to the location or expansion of business in the area served by this body

[N.C.G.S. 143-318.11(a)(5)]

To establish or instruct the staff or agent concerning the negotiation of the price and terms of a contract concerning the acquisition of real property located at _____

To establish or instruct the staff or agent concerning the negotiations of the amount of compensation or other terms of an employment contract

[N.C.G.S. 143-318.11 (a)(6)]

To consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee

To hear or investigate a complaint, charge, or grievance by or against a public officer or employee

[N.C.G.S. 143-318.11(a)(7)]

To plan, conduct, or hear reports concerning investigations of alleged criminal conduct

N.C. Gen. Stat. 143.318.11(a)(9)

To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receiving briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken in response to such activity."