

MAYOR
Michael L. Alvarez

MAYOR PRO TEM
David Cohn



TOWN COUNCIL
Gordon B. Daniels
David W. Drehs
Christopher M. King
Gary M. Savoie

Indian Trail Town Council Meeting
June 24, 2014
Civic Building
6:30 p.m.

- 1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ADDITIONS AND DELETIONS**
- 3. MOTION TO APPROVE AGENDA**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENTS**
- 6. CONSENT AGENDA**
 - A) [Approval of purchase of public works vehicle](#)
 - B) [Approval of purchase of public works equipment](#)
 - C) [Approval of Subordination Agreement](#)
 - D) [Approval of Certificate of Corporate Resolution for Letter of Credit](#)
- 7. APPOINTMENTS**
 - A) [Appointment of Ms. Jocelyn Sams to Transportation Advisory Committee](#)
 - B) [Appointment of Mr. Jorge Aponte to Transportation Advisory Committee](#)
 - C) [Appointment of Dr. Shamir Ally to Transportation Advisory Committee](#)
 - D) [Appointment of Ms. Darlene Luther to Alliance of S. Charlotte Communities](#)
- 8. PUBLIC HEARINGS**

9. BUSINESS ITEMS

- A) Council consideration of approval of second reading of CZ2013-009 Plyler Road Community
- B) Council consideration of approval of creation of Economic Development Advisory Committee (EDAC) Bylaws
- C) Council consideration of amendment to the Indian Trail Appointment Policy

10. DISCUSSION ITEMS

- A) Discussion on Five- Year Transportation Plan & Public Process
- B) Discussion on Old Monroe Road Intersection Designs- Requested by Councilman Savoie
- C) Discussion on Law Enforcement Assessment- Requested by Councilman Cohn

11. MANAGERS REPORT

12. COUNCIL COMMENTS

13. CLOSED SESSION

14. ADJOURN

To speak concerning an item on the Agenda, please print your name and address on the sign up sheet on the table prior to the meeting. Each speaker will be limited to 3 minutes.

AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS

The Town of Indian Trail is committed to providing all citizens with the opportunity to participate fully in the public meeting process. Any person with a disability who needs an auxiliary aid or service in order to participate in this meeting may contact the Town Clerk at least 48 hours prior to the meeting. The e-mail address is townclerk@admin.indiantrail.org; the phone number is 704-821-5401



Town of Indian Trail

Memo

TO: Joseph A. Fivas, Town Manager

FROM: Scott J. Kaufhold, PE, Director of Engineering & Public Works

DATE: 6/19/14

SUBJECT: Public Works Fleet Purchase, F-450

F-450 – Public Works

Funding: Powell Bill & Stormwater

Bids ranged from \$48,657.88 to \$57,056.00. The delivery times range from one week to 16 weeks.

Bid results attached.

STATE OF NORTH CAROLINA
TOWN OF INDIAN TRAIL



RESOLUTION #

RESOLUTION ACCEPTING A BID FOR THE PURCHASE OF A CREW CAB TRUCK

WHEREAS, the Town of Indian Trail followed the informal bid process in accordance with N.C.G.S. 143-131 for the purchase of a crew cab truck; and

WHEREAS, the Town of Indian Trail prepared written specifications for the acquisition of a crew cab truck; and

WHEREAS, the Town of Indian Trail received four (4) written proposals for a crew cab truck; and

WHEREAS, Huntersville Ford was the lowest responsive responsible bidder;

NOW, THEREFORE, BE IT RESOLVED THAT the Town of Indian Trail Town Council accepts the offer to sell of \$48,657.88 for a F-450 crew cab truck from Huntersville Ford.

Adopted this 24th day of June, 2014.

TOWN COUNCIL OF INDIAN TRAIL NORTH CAROLINA

Michael Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk



Bid Opening Results

Project Title: RFP 2 Ton 4X4 Crew Chassis with 11' Service Body Truck (F-450)

Date: May 22, 2014, 10:00 a.m.

Bidder's of Record	Contact	Bidder Address	Bidder City/State	Confirm Receipt	Year/Make Model	Bid Amount
Capital Ford	David Andreano	5411 N. Tryon Street	Charlotte, NC	yes	2014 Ford F-450	\$54,521.30
Crossroads	Frank Diveglio	88 Dale Jarrett Blvd.	Indian Trail, NC	yes	2014 Ford F-450	\$57,056.00
Ford Lincoln of Charlotte	Patrick Wilson	7601 South Blvd.	Charlotte, NC	yes	2015 Ford F-450	\$49,905.95
Huntersville Ford	Jeff Williams	13825 Statesville Road	Huntersville, NC	yes	2015, Ford F-450	\$48,657.88
Town & Country Ford	Freddy Skipper	5401 East Independence Blvd.	Charlotte, NC	yes	n/a	Bid not submitted

Bids opened and recorded by Vicky Watts:

[Handwritten signature]
for Earl VW



Town of Indian Trail

NOTICE AND INSTRUCTIONS TO BIDDERS

The Town of Indian Trail is seeking bids for the furnishing of a **2 Ton 4x4 Crew Chassis with 11' Service Body Truck** as specified. This is an informal bid according to NCGS 143-131. You may email your response to vbw@engineering.indiantrail.org. Bid(s) must be returned on the attached proposal sheet showing unit prices fully extended and the proposal page completed in its entirety. Bidders will be required to comply with all applicable statutes and regulations.

Equipment must meet all specifications and be the kind and type specified, or an approved equivalent. The Bids should not include any sales or usage taxes, but should reflect the actual bid price of the equipment. The quoted price must be on the basis of delivery to Indian Trail, NC.

The Town will entertain bids for most recent and/or current model year. Bidders must submit a separate form for each type of offering with model year and style clearly defined. Should you have a "stock" (on yard in inventory) offering, please mark this proposal accordingly.

All equipment requires three (3) sets of keys, temporary tag and all pertinent paperwork upon delivery. This shall include invoice, mileage statement, certificate of origin, and completed MVR-1 form. The Town of Indian Trail is self insured for purposes of obtaining a temporary tag.

No dealer advertisement insignia is allowed on Town vehicles. Only identification is OEM plates as shipped.

All bids must include warranty terms.

All bidders must disclose known exceptions.

All bids shall include delivery time.

Complete specifications shall be included on all equipment.

Bidders must meet all of the above requirements for bid to be considered.

Bidders must indicate in writing compliance, or state exception for our acceptance. Failure to comply with this requirement may render your bid unresponsive.

The Town of Indian Trail reserves the right to waive minor deviations and to reject any and/or all bids received.

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders for the following price:

Year, Make, and Model	Quantity	Delivery Date	Warranty Period	Unit Price

Name of Firm Submitting Proposal

Printed Name of Firm Representative

Firm Address

Signature of Firm Authorized Representative

Telephone Number

Title

Email Address

SPECIFICATIONS

Type: F-450 4x4 Crew Chassis with 11' Service Body
Model Year: 2014

The specifications listed below must be considered as minimum requirements for a **2 Ton 4x4 Crew Chassis with 11' Service Body Truck** for the Town of Indian Trail, NC. If it is necessary to bid alternate equipment or to take exception(s) to the specifications as set forth, this must be so stated in your bid. Any reference to brand name or model is only to denote quality and does not mean that equivalent equipment will not be considered.

GENERAL:

1. Engine: 6.7 liter, V-8, 4,750 RPM, Electronic Fuel Injected
2. Fuel Type: Diesel
3. Engine Block Heater
4. Transmission: 6 Speed Automatic, 4WD
5. Anti-Spin Differential Rear Axle
6. 16,500 GVWR Minimum
7. Tires: 225/70/19.5
8. Wheels: 19.5" Steel
9. Full Sized 19.5" Spare
10. Molded Black Cab Steps
11. Black Bumper and Grille
12. Roof Clearance Lights
13. Snow Plow Package
14. Trailer Brake Controller
15. Trailer Tow Wire Harness
16. At Least 3 Upfitting Switches
17. Stabilizer Bar, Front/Rear
18. Power Steering
19. Power Brakes: Front and Rear, Anti-Lock
20. Tilt Steering Column
21. Power Windows and Door Locks
22. Shock Absorbers: Front and Rear Heavy Duty
23. Factory Installed Air Conditioning
24. 60/40 Rear Bench w/Flip-Up/Flip-Down Head Rest
25. Black Vinyl Floor Covering with Black Vinyl Floor Mats
26. 6x9 Below Eye Level Mirrors (min)
27. Exterior Color: White
28. Interior Color: Gray
29. AM/FM Stereo
30. Front Stabilizer Bar
31. Cargo Lamp
32. Passenger Assist Handle

BODY:

1. 11' Service Body with compartments on both sides and an interior bed.
2. Minimum 20" Wide Utility Bed Boxes.
3. Exterior Color: White (Match Cab)
4. Recessed Bumper
5. Recessed Pintle Hitch Mount
6. Round 7-way plug
7. Mud Flaps
8. An 8-inch horizontally hinge tailgate shall be installed at the rear of the truck body with fasteners.
9. Front End Tow Hooks

COMPARTMENTS:

All compartments shall be equipped with flush type door handles, slam action double catches, and cylinder locks riveted in place for easy installation. The forward portion of all door openings shall have water guards. All locks shall be keyed alike.

Dear Prospective Bidder:

If you determine not to submit a bid in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid in response to this solicitation: (please be as specific as possible)

FULL LEGAL NAME OF COMPANY: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____ FAX: _____

NAME (PLEASE PRINT): _____

TITLE: _____

SIGNED: _____ DATE: _____

Thank you for your assistance. Please email to:

Town of Indian Trail
vbw@engineering.indiantrail.org



Town of Indian Trail

Memo

TO: Joseph A. Fivas, Town Manager

FROM: Scott J. Kaufhold, PE, Director of Engineering & Public Works

DATE: 6/19/14

SUBJECT: Public Works Fleet Purchase, Compact Track Loader

Compact Track Loader – Public Works

Funding: Powell Bill & Stormwater

Staff received two bids for the Compact Track Loader. One bid was for a 2014 Kubota SVL75-2HWC at a cost of \$60,350.00. The other bid was for a 2014 Caterpillar 259D at a cost of \$66,963.00.

Staff recommends the low bid 2014 Kubota SVL 75-2HWC.

Bid results attached.

STATE OF NORTH CAROLINA
TOWN OF INDIAN TRAIL



RESOLUTION #

**RESOLUTION ACCEPTING A BID FOR THE PURCHASE OF A COMPACT TRACK
LOADER**

WHEREAS, the Town of Indian Trail followed the informal bid process in accordance with N.C.G.S. 143-131 for the purchase of a crew cab truck; and

WHEREAS, the Town of Indian Trail prepared written specifications for the acquisition of a crew cab truck; and

WHEREAS, the Town of Indian Trail received two (2) written proposals for a compact track loader;

NOW, THEREFORE, BE IT RESOLVED THAT the Town of Indian Trail Town Council accepts the offer to sell of \$60,350.00 for a 2014 Kuboa SVL 75-2HWC Compact Track Loader.

Adopted this 24th day of June, 2014.

TOWN COUNCIL OF INDIAN TRAIL NORTH CAROLINA

Michael Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk



Bid Opening Results

Project Title: Compact Track Loader

Date: June 5, 2014, 10:00 a.m.

Bidder's of Record	Contact	Bidder Address	Bidder City/State	Confirm Receipt	Year/Make Model	Bid Amount
Brooks Sales	David Brooks	3144 Hwy. 74 East	Monroe, NC 28112	X	2014 Kubota SVL75-2HWC	\$60,350.00
Carolina Cat	Brian Hoffman	2211 Morgan Mill Road	Monroe, NC 28110	X	2014 Caterpillar 259D	\$66,963.00
Southeast Industrial Equipment	Erik Ferguson	12200 Steel Creek Rd	Charlotte, NC 28273	X	n/a	Bid not submitted

hjm ERW

Bids opened and recorded by Vicky Watts:



Town of Indian Trail

NOTICE AND INSTRUCTIONS TO BIDDERS

The Town of Indian Trail is seeking bids for the furnishing of a **Compact Track Loader** as specified. This is an informal bid according to NCGS 143-131. You may email your response to Vicky Watts, vbw@engineering.indiantrail.org. Bid(s) must be returned on the attached proposal sheet showing unit prices fully extended and the proposal page completed in its entirety. Bidders will be required to comply with all applicable statutes and regulations.

Equipment must meet all specifications and be the kind and type specified, or an approved equivalent. The Bids should not include any sales or usage taxes, but should reflect the actual bid price of the equipment. The quoted price must be on the basis of delivery to Indian Trail, NC.

The Town will entertain bids for most recent and/or current model year. Bidders must submit a separate form for each type of offering with model year and style clearly defined. Should you have a "stock" (on yard in inventory) offering, please mark this proposal accordingly.

All bids must include warranty terms.

All bidders must disclose known exceptions.

All bids shall include delivery time.

Complete specifications shall be included on all equipment.

Bidders must meet all of the above requirements for bid to be considered.

Bidders must indicate in writing compliance, or state exception for our acceptance. Failure to comply with this requirement may render your bid unresponsive.

Questions regarding this RFP must be emailed to Vicky Watts, Engineering Contract Analyst.

The Town of Indian Trail reserves the right to reject any and all bids and to waive any informalities or technicalities as it may deem to be in its best interest.

PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the annexed form of specifications and instructions to bidders and hereby declares that he will furnish the equipment called for in the manner prescribed in the specifications and instructions to bidders as follows:

Year _____ Quantity _____

Make /Model _____

Warranty _____

Unit Price _____ Delivery Date _____

Name of Firm Submitting Proposal

Printed Name of Authorized Firm Representative

Street Address

Signature

Mailing Address

Title

City, State, Zip Code

Email Address

Phone Number

Direct Phone Number

SPECIFICATIONS

Type: Compact Track Loader
Model Year: 2014

The specifications listed below must be considered as **minimum** requirements for a **Compact Track Loader** for the Town of Indian Trail, NC. If it is necessary to bid alternate equipment or to take exception(s) to the specifications as set forth, this must be so stated in your bid. Any reference to brand name or model is only to denote quality and does not mean that equivalent equipment will not be considered. The equipment shall be new and of the latest design and shall include all items normally furnished as standard equipment.

Manufacturer and Model Number: _____

General

Net Gross Horsepower Minimum 75 HP
Fuel Type: Diesel
Fuel level indicator cap
Wide track w/dual flange front idler
Quick Coupler, Hydraulic
72" Multi-Purpose Bucket "4 in 1"
 Hydraulic Flow-High Flow:
 Loader Hydraulic Pressure – 23,000 kPa/ 3,335psi
 Loader Hydraulic Flow – 112 L/min / 30 gal/min
 Hydraulic Power (calculated) – 43kW / 58 hp
Ground Pressure (400 mm/15.7 in track) – 33.4 kPa / 4.8 psi
Enclosed cab with Heating and Air Conditioning

Additional Attachment

72" Power Rake

Electrical

Heavy Duty Battery, 880 CCA
12 volt Electrical System
Ignition Key Start/Stop Switch or Keypad
90 Amp Alternator
Automatic Glow Plug Activation
Lights: Gauge Backlighting, Two Rear Tail Lights, Two adjustable Front and Rear Halogen Lights, Dome Light

Operator Equipment

Gauges: Fuel Level, Hour Meter
Operator Warning System Indicators: air filter restriction, alternator output, armrest raised/operator out-of-seat, engine coolant temperature, engine oil pressure, glow plug activation, hydraulic filter restriction, hydraulic oil temperature, parking brake engaged
Control Interlock System, when operator leaves seat or armrest raised: hydraulic system disables, hydrostatic transmission disables, parking brake engages
Enclosed ROPS (suspension seat, heater, cab door, side windows, cab debris barrier, air conditioner)
Adjustable Joystick Operation
Seat Belt, 2 in
FOPS, Level 1
Top and Rear Windows

Floor Mat
Interior Rear View Mirror
12 volt Electric Socket
Horn
Backup Alarm

Power Train

Tier 4 Interim/Stage IIA Compliant Diesel Engine
Air Cleaner, Dual Element, Radial Seal
SOS Sampling Valve, Hydraulic oil
Muffler, Standard
Hydrostatic Transmission

Other

Engine Enclosure, Lockable
Extended Life Antifreeze
Machine Tie Down Points (4)
Support, Lift Arm
Hydraulic Oil Level Sight Gauge
Radiator, Expansion Bottle
Hose
Auxiliary, Hydraulics, Continuous Flow
Heavy Duty, Flat Faced Quick Disconnects
Electrical Outlet Beacon

Parts/Warranty

- A. It is the objective of the Town of Indian Trail to purchase equipment for which parts that affect the safe and/or reliable operation of the equipment are readily available for ten years. It is expected that vendors will stock these parts locally, or be able to provide these parts, when requested, within 48 hours (except Saturdays, Sundays, the Town and Federal holidays, war or acts of God). For parts that must be shipped in to meet this requirement, the Town will accept responsibility for only common freight charges. Failure to comply for parts that weigh 150 lbs. or less will result in supply of the part at no charge to the Town. Failure to comply for parts that weigh in excess of 150 lbs. will result in a credit to the part invoice of 25% of the current list price. (NO EXCEPTIONS)
- B. The unit shall be warranted to include full parts and labor for 24 months plus five (5) years/ 5000 hours on engine and power train from the date of delivery.

Delivery

- A. Machine shall be delivered within 45 days of receipt of order.
- B. Delivery shall be made to Town of Indian Trail Engineering Department, 130 Blythe Drive, Indian Trail, NC 28079. Vendor shall coordinate delivery a minimum of 24 hours in advance to assure unloading location and operator presence.
- C. Unit shall be delivered with full tank of fuel.
- D. Successful bidder will be responsible to furnish the following materials upon delivery:
 - 2 Copies of Parts Manual
 - 2 Copies of Service-Maintenance Manuals
 - 2 Copies of Lubrication Manuals
 - 1 Copies of Operator-Driver Instruction
 - 3 Sets of Keys
 - 1 Certificate of Origin

- 1 Warranty Card or Booklet
- 1 Complete Set of Filters (Air, Oil, Hydraulic)

OSHA

The unit shall comply with all the latest OSHA and national requirements.

Inspection and Acceptance

- A. The inspection and acceptance of the unit will be held by the Town of Indian Trail Engineering Department.
- B. Upon delivery and prior to acceptance, the successful bidder or a company representative will be required to conduct the necessary technical training in operation and maintenance procedures to Town personnel concerned or provide a schedule whereby the manufacturer provides such training locally. Any training cost must be borne by the bidder.

Invoicing

A copy of the invoice and the Manufacturer's Statement of Origin shall be delivered to the Town of Indian Trail Engineering Department, 130 Blythe Drive, Indian Trail, NC 28079 or mailing address PO Box 2430, Indian Trail, NC 28079 on or before the delivery date of the unit.

Dear Prospective Bidder:

If you determine not to submit a bid in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid in response to this solicitation: (please be as specific as possible)

FULL LEGAL NAME OF COMPANY: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____ FAX: _____

NAME (PLEASE PRINT): _____

TITLE: _____

SIGNED: _____ DATE: _____

Thank you for your assistance. Please email to:

Town of Indian Trail
vbw@engineering.indiantrail.org



TO: Mayor and Town Council

FROM: Keith Merritt, Town Attorney
Joseph A. Fivas, Town Manager

DATE: June 24, 2014

SUBJECT: Subordination Agreement

In 2012, the Town entered into an Agreement with Partners in Hoops, LLC. Partners in Hoops, LLC is in the process of finalizing their lending agreements with a lending institution. This attached Subordination Agreement clarifies this process between the Town, grantor, or lender. We've attached the previous 'Agreement Regarding Facility Operations and Use' which is being modified. This Agreement does not commit any current funding or future funding to any party. The Town Attorney has reviewed and approved these documents.

jaf

SUBORDINATION AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF UNION

THIS AGREEMENT, made and entered into this ____ day of June 2014, by and between Business Expansion Funding Corporation, a North Carolina non-profit corporation (“Lender”) and The Town of Indian Trail (“Town”);

WITNESSETH:

THAT WHEREAS, Town entered into an Agreement Regarding Facility Operation and Use with Partners in Hoops, LLC, a North Carolina limited liability company (Grantor/Mortgagor), to evidence the aforementioned agreement, and Town recorded a Memorandum of Agreement by and between The Town of Indian Trail and Partners in Hoops in Book 6000, Page 498, of the Union County Registry (the “Agreement”); and

WHEREAS, by Deed of Trust recorded in Book 6238, Page 896, of the Union County Registry (the “Deed of Trust”), Grantor conveyed to Margery A. Burris as Trustee for Lender (Beneficiary/Mortgagee), real estate located in Union County, North Carolina, as more particularly described in said Deed of Trust, to secure certain indebtedness therein set out; and

WHEREAS, Town is the sole holder and owner of the rights secured by the Agreement and upon good and valuable consideration, Paragraph 5(c) of said Agreement shall be subordinated to the Deed of Trust; and,

WHEREAS, Town has agreed to such subordination.

NOW, THEREFORE, said Town, for a valuable consideration to it in hand paid, does hereby consent and agree with Lender that the Deed of Trust between Grantor and Lender, recorded in Book 6238, Page 896, of the Union County Registry, shall be superior to Paragraph 5(c) of said

Agreement referenced by the Memorandum of such, recorded in Book 6000, Page 498, Union County Registry; all regarding the property described on Exhibit A attached hereto and incorporated herein by reference.

It is expressly understood and agreed that except for such subordination described above, the Agreement now held by Town and all and singular the terms and conditions thereof shall be and remain in full force and effect and superior to Lender's Deed of Trust.

IN TESTIMONY WHEREOF, Town has duly executed this Agreement as of the day and year first above written.

TOWN OF INDIAN TRAIL

BY: _____
ITS: _____

STATE OF NORTH CAROLINA

COUNTY OF UNION

I certify that the following person(s), personally known to me, personally appeared before me this day and acknowledged to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____.

Date: _____

Notary Public:

(Official Seal)

My commission expires: _____

EXHIBIT A – LEGAL DESCRIPTION

BEING all of Lot 1, containing 3.00 acres, as shown on that certain plat entitled “FINAL RECORD PLAT FOR THE TOWN OF INDIAN TRAIL” and recorded in Plat Cabinet L, File 900 in the Union County Public Registry.

AGREEMENT REGARDING FACILITY OPERATION AND USE

THIS AGREEMENT REGARDING FACILITY USE (this "Agreement") is made as of March 22, 2013 (the "Contract Date") by and between THE TOWN OF INDIAN TRAIL ("Town") and PARTNERS IN HOOPS, LLC, a North Carolina limited liability company ("Partners").

WHEREAS, the Town and Partners are parties to the Agreement for Purchase and Sale dated August 14, 2012 (the "Purchase Contract"), relating to the purchase by Partners of real property known as Lot 1, containing 3.000 acres, as shown on the plat titled "Final Record Plat for the Town of Indian Trail" and recorded in Plat Cabinet L, File 900 of the Union County Public Registry (the "Property");

WHEREAS, Partners intends to construct and operate the Facility (defined below) on the Property;

WHEREAS, the Purchase Contract contemplates that the Town and Partners will enter into an agreement regarding certain uses of the Facility;

WHEREAS, the parties have also agreed to include in this Agreement the deed restrictions required in Section 9 of the Purchase Contract, instead of including such restrictions in the deed to Partners for the Property (the "Deed").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Restrictions.

- a. The Property shall only be used as allowed in Town of Indian Trail Ordinance # 0130108-161 (the "Ordinance"), unless otherwise approved by the Town Council of the Town of Indian Trail.
- b. Partners shall construct, at its sole cost and expense, a building of approximately 48,000 square feet containing at least the following amenities: 8 basketball courts and 8 volleyball courts (the "Facility"). Construction shall begin on the Facility within 30 days after the recording of the Deed and be substantially completed within 150 days after recording of the Deed. The Facility shall open to the public on or before December 31, 2013.
- c. The Town has the right to approve any improvements constructed on the Property, which approval shall not be unreasonably withheld.

2. Use of Facility. For a period of 15 years from the date of recording of the Deed, Partners agrees to the following:

- a. All Town of Indian Trail residents, at no cost, shall have open court time (the

“Open Court Hours”) at the Facility for at least 10 hours every week during normal business hours and for a total of at least 1,300 hours each calendar year.

- b. Partners shall identify and post on the Facility website the Open Court Hours at least 15 days in advance.
- c. The Town may use the Facility for up to 8 one-day Town events per calendar year (such events shall not count toward the Open Court Hours), which events may be held on either week or weekend days, as reasonably determined by the Town and Partners.
- d. Partners shall host at least one 5 day camp for disabled or at-risk youths who are residents of the Town of Indian Trail.
- e. The Town, at its cost, may place a flat screen television or other similar device for displaying information about the Town of Indian Trail and its events in a location in the lobby of the Facility that is visible to visitors to the Facility.
- f. The Town, at its cost, may place the Town of Indian Trail logo/seal and/or marketing material related to the Town of Indian Trail on the interior and/or exterior of the Facility in locations to be agreed upon in a reasonable manner by the Town and Partners.

3. **Usage Fee.** In consideration of the obligations of Partners set forth in Section 2 of this Agreement, the Town shall pay to Partners a one-time usage fee of \$150,000 (the “Fee”). The Fee shall be paid within five business days of written notice from Partners that Partners has closed the construction loan that is providing funding for the construction of the Facility (together with any reasonable evidence thereof requested by the Town).

4. **Default.** Each of the following shall be deemed a default by Partners and a breach of this Agreement: (a) failure to do, observe, keep and perform any of the terms, covenants, conditions and provisions of this Agreement to be done, observed, kept and performed by Partners, for a period of thirty (30) days after receipt of written notice from the Town (except for the matters described in Section 4(g) below, for which no notice and cure period is required); (b) the abandonment of the Property by Partners; (c) the adjudication of Partners as bankrupt; (d) the making by Partners of a general assignment for the benefit of creditors; (e) the taking by Partners of the benefit of any insolvency act or law; (f) the appointment of a permanent receiver or trustee in bankruptcy for Partner’s property; and (g) if, for reasons other than those beyond the control of Partners, such as fire, acts of God, or other similar force majeure events, (i) the Facility is not open to the public on or before December 31, 2013, (ii) the Facility is not operated as allowed under the Ordinance for more than 30 consecutive days or for more than 120 total days in any one calendar year, or (iii) the Property is put to any use other than the uses allowed under the Ordinance.

If the Town fails to pay the Fee in accordance with Section 3, such failure shall be a

default under this Agreement.

5. **Remedies.** If Partners defaults under this Agreement, the Town shall have all rights and remedies available to it in law and in equity for such default. Without limiting the foregoing, the Town and Partners agree to the following:

- a. If Partners defaults under this Agreement, Partners shall immediately repay the Fee to the Town; and
- b. The Town shall be entitled to an order for specific performance of the obligations of Partners under this Agreement.
- c. If Partners' default results from the matters set forth in Section 4(g) above, Partners shall immediately convey the Property to the Town, if requested by the Town.

If the Town defaults under this Agreement, Partners shall have all rights and remedies available to it in law and in equity for such default.

6. **Assignment.** Partners shall not assign this Agreement without the prior written consent of the Town.

7. **Non-Waiver Provision.** No waiver of any condition or covenant contained in this Agreement, or of any rule or regulation which is a part hereof, shall be implied as a result of either parties' failure to enforce such condition, covenant, rule or regulation or failure to take advantage of any of its rights on account of the same; and no express waiver shall effect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No reference in this Agreement to any specific right or remedy shall preclude either party from exercising any other right or having any other remedy or from maintaining any other action to which it may otherwise be entitled at law or in equity.

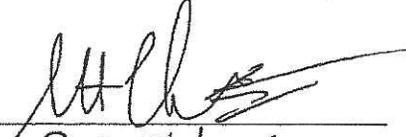
8. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. If any provision of this Agreement shall be held as invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and there shall be deemed substituted for the affected provisions a valid and enforceable provision as similar as possible to the affected provision. Time is of the essence under this Agreement, and all provisions herein relating thereto shall be strictly construed. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

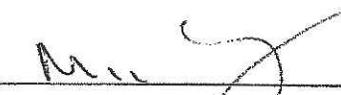
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

PARTNERS IN HOOPS, LLC,
a North Carolina limited liability company

TOWN OF INDIAN TRAIL

By: 
Name: Scott Chitwood
Title: Manager
Date: 03-22-2013

By: 
Name: Michael Alvarez
Title: Mayor
Date: 3/12/13

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24, 2014

SUBJECT: Certificate of Corporate Resolution

On November 26, 2013, the Town Council approved the Union County Water Line Extension Bill of Sale for Oakwood Lane and the surety requirement. Attached is the 'Certificate of Corporate Resolutions' from BB&T. This is an additional document to finalize the previous surety requirement for this project. This letter of credit will have to be held for only 1-year. Our Finance Director has reviewed this document with BB&T.

jaf

**CERTIFICATE OF CORPORATE RESOLUTIONS
And Authorization To Borrow**

I HEREBY CERTIFY to Branch Banking and Trust Company (herein "Bank"), that I am the duly elected or appointed and qualified Town Manager ("Certifying Officer") of Town of Indian Trail, a corporation organized and existing under the laws of the State of North Carolina, having its executive offices in the City of Indian Trail, State of North Carolina (herein "Corporation"); that the taxpayer identification number of the Corporation is 56-1108235; that I am the keeper of the records of the Corporation and its corporate seal, if required by law or its bylaws; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of the Corporation held in accordance with its bylaws and the laws of said state, on the _____ day of _____, _____, as taken and transcribed by me from the minutes of said meeting and compared by me with the original of said resolutions recorded in said minutes, and that the same have not in any way been modified, repealed, or rescinded but remain in full force and effect:

COPY OF RESOLUTIONS

BE IT RESOLVED that the following officers of this Corporation, Joseph Fivgs or any one or more of them unless otherwise limited below, are hereby authorized, empowered and directed to perform the following acts and deeds in the name of and on behalf of this Corporation:

- (a) To negotiate and procure loans from the Bank up to an amount not exceeding (if there is no limit, so indicate) \$ _____ in the aggregate at any one time outstanding on such terms and conditions as said officer or agent deems proper; and to negotiate and procure loans from BB&T on BB&T Business Cards under such terms and conditions as contained in the BB&T Commercial Card Plan Agreement; and
- (b) To pledge collateral to secure and/or to guarantee the indebtedness and obligations of _____ (herein "Borrower"), who/which is a _____, and to enter into and execute _____ (Resident of state, Corporation, Partnership, LLC, LLP or LLLP of state) any one or more of the following: security agreement, deed of trust, guaranty agreement, mortgage, other security instrument or other writing (herein "Documents") in favor of Bank upon such terms, in such form, and pledging as security such collateral owned by the Corporation, as such officer deems advisable and appropriate to guarantee payment and secure performance of all obligations of Borrower to Bank, whether direct or indirect, absolute or contingent, or now existing or hereafter arising. Corporation acknowledges that it has an economic interest in Borrower and that the funds, credit, or financial assistance desired by said Borrower from Bank will only be extended upon the promise of Corporation to guarantee and secure all obligations of Borrower as set forth in the Documents; and
- (c) To give security for any liabilities of the Corporation to Bank by pledge, mortgage, assignment, security interest, or other lien upon any real or personal property, tangible or intangible, of the Corporation, and to execute in such a form as may be required by the Bank all notes and other evidences of such loans, all instruments of pledge, mortgage, assignment, security interest, or other lien, all financing and other agreements with Bank relating to the terms and conditions upon which any such loans may be obtained and to the security to be furnished by this Corporation therefore, provided, however, that the endorsement of commercial or other business paper discounted may be effected by any one of them; and
- (d) To discount with said Bank, commercial or other business paper belonging to this Corporation, made or drawn by or upon third parties, without limit as to amount; and
- (e) To modify, supplement or amend such agreements, guarantees, notes or other writings, any such terms or conditions thereof, and any such security; and
- (f) To pledge, assign, guarantee, mortgage, cosign, grant security interests in and otherwise transfer to Bank additional security and collateral for any and all debts and obligations of either this Corporation or of Borrower to Bank, whenever and however arising; and
- (g) To do and perform all other acts and things deemed by any such officer or agent necessary, convenient, or proper to carry out any of the contents of these resolutions; hereby ratifying, approving, and confirming all that any such officers or agents have done or may do in the premises.

RESOLVED FURTHER, that the following officer(s), _____ are hereby authorized to enter into and execute on behalf of the Corporation foreign exchange transactions and wire transfers through the Bank to and from accounts of the Corporation in accordance with the Bank's procedures and requirements, and such officers are hereby authorized and directed to do and perform all necessary and proper acts to carry out such authority; and

RESOLVED FURTHER, that the Certifying Officer of this Corporation shall certify to said Bank the names and signatures of the persons who are at present authorized to act on behalf of this Corporation under the foregoing resolutions and shall from time to time hereafter, as changes in the personnel of said officers and employees are made, immediately certify such changes to said Bank, and Bank shall be fully protected in relying on such certifications of the Certifying Officer and shall be indemnified and saved harmless in any claims, demands, expenses, loss, or damage resulting from or growing out of honoring the signature of any officer or employee so certified; and

ACCOUNT# / NOTE#

RESOLVED FURTHER, that any officer, employee or person designated hereunder is authorized to sign, endorse and negotiate any Convenience Checks issued to the Corporation in connection with the BB&T Business Card. BB&T is authorized to honor, receive and pay all Convenience Checks even though drawn or endorsed to the order of any person signing the same or tendered by him for cashing, or in payment of the individual obligation of such persons, or for deposit to his personal accounts, and BB&T shall not be required or be under any obligation to inquire as to the circumstances of issuance, use or disposition of any Convenience Checks; and

RESOLVED FURTHER, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by said Bank, and that receipt of such notice shall not affect any action taken by said Bank prior thereto; and

RESOLVED FURTHER that the Certifying Officer of the Corporation is hereby authorized and directed to attest the signatures of the above authorized officers as may be required from time to time by the Bank; and

RESOLVED FURTHER, that all transactions by any of the officers or employees of this Corporation on its behalf and in its name, with Bank prior to the delivery to Bank of a certified copy of the foregoing resolutions are, in all respects, hereby ratified, confirmed, approved, and adopted; and

RESOLVED FURTHER, that _____

RESOLVED FURTHER, that the following LIMITATIONS to the above apply, if any:

I HEREBY CERTIFY that neither these resolutions nor any action to be taken pursuant hereto are or will be in contravention of any provision of the articles of incorporation, bylaws or any agreement, indenture, or other instrument to which such Corporation is a party, and that no consent by shareholders is required to authorize the actions taken by this resolution, and that the actions authorized hereby are not in contravention of any applicable law or statute.

I HEREBY FURTHER CERTIFY that the following named persons have been duly elected or appointed to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures appearing hereon are the genuine, original signatures of each respectively:

(PLEASE SUPPLY GENUINE SIGNATURES HEREUNDER)

_____ (Signature)	President	_____ (Signature)	Vice President
_____ Type or Print Name		_____ Type or Print Name	
_____ (Signature)	Treasurer	_____ (Signature)	Asst. Treasurer
_____ Type or Print Name		_____ Type or Print Name	
_____ (Signature)	Secretary	_____ (Signature)	Asst. Secretary
_____ Type or Print Name		_____ Type or Print Name	
_____ (Signature)	Town Manager	_____ (Signature)	
Joseph Fivos Type or Print Name		_____ Type or Print Name	

IN WITNESS WHEREOF, I have hereunto affixed my name as _____ of the Corporation
this _____ day of _____.

Witness: _____
Signature of Certifying Officer _____
Type or Print Name _____

STATE OF NORTH CAROLINA
COUNTY OF _____

IMPRINT
SEAL HERE
(if Corporation has official seal)

I, _____ a Notary Public, do hereby certify that
_____ personally came before me this day and acknowledged that (s)he is
_____ of _____ a
(State of formation) corporation, and that (s)he, in such representative capacity voluntarily signed this instrument for
the purposes stated therein.

Witness my hand and official stamp or notarial seal this _____ day of _____.

(SEAL) _____ (SEAL)
NOTARY PUBLIC
My Commission Expires: _____



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24, 2014

SUBJECT: Transportation Advisory Committee Appointment

The Transportation Advisory Committee has 2 alternate Committee position open at this time. The TAC Chairman has recommended the appointment of Dr. Shamir Ally to this position. This term would end on 6-30-15.

jaf



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24, 2014

SUBJECT: Transportation Advisory Committee Appointment

The Transportation Advisory Committee has 2 alternate Committee position open at this time. The TAC Chairman has recommended the appointment of Mr. Jorge Aponte to this position. This term would end on 6-30-17.

jaf



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24, 2014

SUBJECT:

The Transportation Advisory Committee has 1 full Committee position open at this time. The TAC Chairman has recommended the re-appointment of Ms. Jocelyn Sams to this position. This term would end on 6-30-17.

jaf



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24th, 2014

SUBJECT: Alliance for South Charlotte Communities Appointment

The Alliance for South Charlotte Communities has 1 open position at this time. Ms. Darlene Luther is the only application we have received for this appointment. The Alliance has been meeting on a monthly basis and is in the process of working on its Strategic Plan.

Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Shelley DeHart, AICP
Director of Planning

DATE: June 13, 2014

SUBJECT: CZ2013-009 Plyler Road Community



The Indian Trail Town Council approved the first reading of the Ordinance approving CZ2013-009 on June 10, 2014. Attached please find CZ2013-009 Ordinance prepared for the second reading scheduled for June 24, 2014.

STATE OF NORTH CAROLINA)

ORDINANCE #

TOWN OF INDIAN TRAIL)

SECOND READING OF AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF INDIAN TRAIL REZONING PARCEL 07-084-336. LOCATED AT 100 PLYLER ROAD FROM LIGHT INDUSTRIAL TO CZ-MFR (CONDITIONAL ZONING MULTI-FAMILY RESIDENTIAL) IN THE TOWN OF INDIAN TRAIL, UNION COUNTY, NORTH CAROLINA

WHEREAS, the property owners Coldwater Veneer Indian Trail, LLC. and the designated applicant Plyler Road Partners, petitioned to rezone tax parcel 07-084-336 from Light Industrial to CZ-MFR (Conditional Zoning Multi-Family Residential District) with the intent of developing a 348-unit multi-family community; and

WHEREAS, this Conditional Zoning Amendment (CZ2013-009) was duly noticed in compliance with North Carolina General Statutes; and

WHEREAS, two community meetings were held on March 5, 2014; and

WHEREAS, a public meeting was held by the Planning Board on March 18, 2014 and March 20, 2014 to consider this conditional zoning request; and

WHEREAS, the Planning Board found the proposed map amendment, as conditioned, is consistent with the following goal of the Comprehensive Plan:

Goal – Land Use and Housing - The proposed conditional district provides for quality multi-family residential use at an appropriate location providing a more appropriate transition between land uses than the existing abandoned light industrial use.

Goal- Mobility and Transportation – The proposed conditional district includes the construction of curb, gutter, and sidewalk enhancing mobility in the area, construction of a roadway improvements (turn-lane and storage), construction of a enhanced pedestrian crossing, a cash contribution for intersection improvements, and dedication of right-of-way on adjacent roadways to meet the future transportation needs of our community.

Goal- Infrastructure-The proposed conditional district will expand utilities in the area, underground overhead utilities where feasible.

WHEREAS, request for this conditional zoning district is a reasonable request and is in the public interest because it eliminates an abandoned light industrial site, establishes a more appropriate transitional use between the single-family community, creates a mix of housing sizes within the US 74-West corridor provides expanded housing opportunities for Indian Trail citizens and business owners, includes transportation and utility infrastructure investment, and is in general conformity of the Comprehensive Plan.

WHEREAS, after making the draft findings the Planning Board the motion to transmit a recommendation to approve as modified and conditioned to the Town Council; and

WHEREAS, the Town Council held a public hearing on June 10, 2014 to consider said request and recommendation of approval from the Planning Board; and

WHEREAS, the Town Council concurred with the Planning Board's consistency findings and hereby endorses said findings; and

WHEREAS, the Town Council approved the conditional zoning petition and conducted the first reading of the associated ordinance on June 10, 2014; and

NOW, THEREFORE, IT SHALL BE ORDAINED by the Town Council of the Town of Indian Trail, North Carolina hereby takes the following action:

Section 1 – Conducts the Second Reading of this Ordinance and Approves CZ 2013-009 Conditional Zoning Petition thereby granting the Zoning Map amendment to establish a Conditional Multi-Family Residential District on parcel number 07-084-336 subject to the following conditions:

1. *Concept Plan and Architectural Requirements:* The development shall be designed and constructed consistent with the concept site plan and conditions of approval found herein. The concept plan shall be attached to the approval documents for CZ2013-009 and recorded at the Union County Records of Deeds office.
 - a. The structures shall be built in compliance with applicable fire and building codes as reviewed and approved by the Union County Fire Marshal and Building Inspectors.
 - b. The multi-family units shall be constructed with sound-attenuating wall materials to achieve an "average rating" of NC25-30 (37dB(A)) as defined within HUD Guidelines. – This guideline is used for the sole purpose of a measurable performance standard and is not associated with any funding or status of this development.
 - c. The entire property shall be fenced. The fence style may be altered adjacent to the railroad right-of-way and in screened areas to ensure an appropriate barrier is achieved. Highly visible fencing shall be decorative. Fencing adjacent to the ROW shall be an appropriate height in the arts and craft style community.
 - d. The community shall be developed as a market-rate multi-family community.
 - e. The storage units located within the garage structures may not be use as habitable or office space use. Use of storage areas is restricted to tenants of the community.
 - f. *Construction hours shall be limited to 7 am to 8 pm during summer months and 7 am to 7 pm during remaining months. The summer time shall be determined by Daylight saving time.*
 - g. *The applicant and/or developer shall provide additional common area for the purpose of meeting the minimum requirement for parking per the UDO (minimum 31-spaces). A parking assessment shall be conducted by the Town and shall occur in year two after final occupancy is issued for the last multi-family building. If a parking deficit is determined the responsible party shall construct the 31-spaces within this reserved common area. A surety bond for the parking area shall be held by the town for the cost of the possible future parking area until the assessment has been completed.*
2. *Exterior Wall Siding Materials:* The exterior wall materials shall consist of fiber cement siding, brick, stone, and vinyl shake as accent. The use of vinyl as a wall siding is prohibited.

3. *Multi-family units:* The maximum dwelling units is capped at 348 units and shall be limited to the following mix:

<i>Garden apartment units-300 units</i>	
1-bedrooms	66
2-bedrooms	185
3-bedrooms	49
<i>48- Six-plex units</i>	
2-bedrooms	48

The three bedroom units may be reduced however no additional units beyond the 348 units may result from such a reduction. The maximum density is 12.8du/acre on the subject property.

4. *Building Setbacks:* Building setbacks shall comply with the requirements of Chapter 510.040 B for the Multi-family Residential District. The proposed accessory garage/storage units shall maintain the minimum 5-ft from property line on the east property consistent with regulations for accessory structures. However, a potential of a 3-foot setback may be authorized within this area only based on request from adjacent light industrial use property owner and building and fire codes.
5. *Frontage Improvements:*
- Unionville-Indian Trail Road will be improved with curb, gutter, 6-ft. wide sidewalk, decorative pedestrian street lights, and street trees. Plyler Road frontage will be improved with curb, gutter, 6-ft wide sidewalk, decorative pedestrian street lights, and street trees.
 - Right-of-way (ROW) dedication is required on both Unionville-Indian Trail Road and Plyler Road to meet a 2-lane boulevard design identified within the Comprehensive Plan.
 - The applicant shall construct an enhanced pedestrian crossing at the intersection of Plyler/Corporate and Unionville-Indian Trail Road. This will provide pedestrian access to sidewalk on the north side of Unionville-Indian Trail Road which continues into the historic downtown area. The crossing shall be in compliance with NCDOT and Town regulations.
 - Construction equipment associated with this development shall have restricted access on Plyler Road. The construction access for phase I of the development shall be located on Unionville-Indian Trail Road- the access on Plyer Road may only be used in the event of an emergency. Construction access for phase II may be at the Plyler Road access point. Any damage to the existing roadway as a result of said construction equipment shall be repaired prior to final occupancy of the last two buildings of the community. The roads shall remain clear of debris during construction.
 - Construction deliveries shall be restricted as much as possible to the use of US 74 and Unionville Indian Trail Road.
6. *Traffic Study Improvements:* The applicant is required to construct required improvements as identified in the Traffic Study prepared by Davenport (10/7/2013) and by the Town and NCDOT based on their final approval of required TIA. The applicant has also committed a cash payment of \$38,000 to be placed in an intersection improvement fund for the

construction of auxiliary lanes at the intersection of Indian Trail Road and Matthews-Indian Trail Road. The payment is proposed to be paid to the Town in installments over a maximum of a three year term or in full by the close of the project whichever comes first. The first installment shall be paid upon release of site plan approval.

7. Interior Improvements: The development shall include decorative pedestrian lighting, passive park furniture, sidewalks throughout the community, mail-box center, and enhanced trash enclosures. An amenity center with pool shall be constructed consistent with concept plan. The applicant shall incorporate enhanced amenities such as smartboards and computer stations, dog wash facility, children's play area, and carwash facilities.
8. *Perimeter Landscaping*: Perimeter landscaping is required along the site frontage on Unionville-Indian Trail Road and Plyler Road. A Memorandum of Understanding (MOU) shall be reached with property owners of parcel 07084335A, 07084335C, 07084516, & 07084515 regarding landscape buffer agreement. Said agreement shall be submitted to the Town at the site plan review stage for review and implementation.
9. *Open Space and Tree Retention*: The proposed community has been designed with approximately five acres of open space. The open space area shall include pedestrian lights, benches, and poop bag stations (if pets are allowed) throughout the community. Chapter 830- Tree Preservation Ordinance of the UDO identifies a 15% Tree Canopy coverage requirement on the property. A tree survey and tree canopy plan is required within the site plan review process.
10. *Stormwater Detention Pond*: The applicant shall comply with Town regulations for stormwater detention and water quality. The applicant shall consider the use of fencing around the large pond located at the southwest corner if not used as an amenity such as a fishing pond. This will be determined at the site plan review process.
11. *Overhead Utilities*: All utilities shall be placed underground within the community. Every effort shall be made to place utilities located adjacent to Plyler Road and Unionville-Indian Trail Road.
12. *Sidewalk on Plyler Road*: The applicant shall provide funds for a 5-ft wide side walk on the west side of Plyler Road. Said funds are due at the time of site plan approval based on cost estimates approved by the Town. *Said sidewalk shall be constructed with phase I.*
13. Compliance with various agencies: The project shall comply with local, state, and federal permitting regulations.
14. The Town Council may act to revoke the conditional zoning district designation if the applicant fails to meet the terms of the district.

Section 2 – This ordinance shall be effective immediately upon adoption.

AND IT IS SO ORDAINED this 24th day of June, 2014.

TOWN OF INDIAN TRAIL COUNCIL

Attest:

Peggy Piontek, Town Clerk

Michael Alvarez, Mayor

APPROVED AS TO FORM:

TOWN ATTORNEY



TO: Mayor and Town Council

FROM: Kelly Barnhardt

DATE: June 19, 2014

SUBJECT: EDAC By-laws

At a previous Council meeting, Council requested that staff look into Economic Development Advisory Committee By-laws.

Attached please find By-laws for an Indian Trail Economic Development Advisory Committee (EDAC).

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE (EDAC)

BY-LAWS

TOWN OF INDIAN TRAIL, NC

I. PURPOSE

Section 1 - Mission

The mission of the Economic Development Program is to advance the economic development of the Indian Trail community to benefit all citizens and businesses in the Town of Indian Trail.

Section 2 — Role of the Economic Development Advisory Committee

The role of the Economic Development Advisory Committee, hereafter referred to as the EDAC, is to act in an advisory capacity to the Town's Economic Development staff on the direction of the Economic Development Program. The EDAC may make recommendations to the Town Council regarding the Economic Development Program. The EDAC may, at the request of staff, participate in the recruitment and retention of companies or work with the development community to identify and formulate product (i.e. land, buildings) in Indian Trail. The EDAC may become involved in other tasks as requested by Town staff. Additional subcommittees or task forces may be created as needed.

II. APPOINTMENT AND TERMS

The EDAC shall consist of eleven (11) members who have been duly appointed by the Town Council for designated terms. Eight members will either be Indian Trail business leaders and/or owners or those who specialize in economic development or have a business development background. Three members will be the Council appointees for the Alliance of South Charlotte Communities. The terms, described as follows, shall begin with the calendar year 2014. Members may serve an unlimited number of terms. Eight members shall serve staggered, two-year terms. Seats one through four shall be appointed to serve an initial three-year term. Seats five through eight shall be appointed to serve an initial two-year term. It is the intent of EDAC to include as a representative at least two downtown Indian Trail business owners.

If a vacancy on the EDAC occurs by reason of death, resignation, or any other cause, the seat shall be filled, upon recommendation of the staff liaison and EDAC Chairman, by the Town Council in an expeditious manner for the duration of the unexpired term.

III. OFFICERS AND DUTIES

Section I - Officers

The officers of the EDAC shall consist of a Chairperson and a Vice-Chairperson.

Section 2 – Chairperson

The Chairperson shall be elected by a majority vote of the membership of the EDAC from among its members. The term of the Chairperson shall be for one year and until a successor is elected, beginning with the first regular January meeting of each calendar year. The Chairperson shall be eligible for reelection.

The Chairperson (unless absent or excused), shall chair each meeting of the EDAC and shall be a full voting member. The Chairperson shall decide upon all points of order and procedure unless otherwise directed by a majority of the EDAC in session at the time. The Chairperson shall represent the EDAC in execution of the Economic Development Program when called upon by staff or directed by the EDAC.

Section 3 – Vice-Chairperson

A Vice-Chairperson shall be elected from among the members in the same manner and for the same term as the Chairperson. The Vice-Chairperson shall serve as Acting Chairperson in the absence of the Chairperson and in such capacity, shall have the same powers and duties as the Chairperson.

IV. EX-OFFICIO MEMBERS

The Union County Chamber of Commerce Executive Director or their appointee shall be an Ex-Officio member of the EDAC. The Monroe-Union County Economic Development Director or their appointee shall be an Ex-Officio member of EDAC.

Ex-Officio members will not be counted for quorum purposes and will not vote. Ex-Officio members are encouraged to participate in discussion at meetings and assist with other aspects of the Economic Development Program.

V. STAFF

A Town staff member will act as liaison to the EDAC. The staff liaison is considered a non-voting position and serves as staff to the EDAC.

VI. MEETINGS

Section 1 – Open Meetings Law

The EDAC of the Town of Indian Trail, NC, shall be considered a “public body” and is subject to all rules and regulations for public bodies contained in North Carolina’s Open Meetings Law. The EDAC may need to discuss specific economic development projects and therefore shall meet in closed session under an exception to the Open Meetings Law. The staff liaison, in consultation with the Town’s legal counsel, shall recommend when the EDAC meets in closed session and shall be responsible for adherence to all laws regarding closed sessions.

Section 2 - Regular Meetings

Regular meets of the EDAC shall be held monthly, beginning in October 2014, on the first Tuesday of every month at 7:30 a.m. Notice of a meeting, with information on agenda items shall be supplied before each meeting to all members and the media.

Section 3 – Special or Called Meetings

Special meetings of the EDAC may be called at any time by the Chairperson or Acting Chairperson in the Chair's absence. Notice of the time and place of a called meeting shall be given to all members and the media at least forty-eight hours prior to the meeting by the Chairperson or staff liaison. The Chairperson or staff liaison will attempt to contact each member of the EDAC as soon as possible after a special or called meeting is set.

Section 4 – Quorum

A quorum of the EDAC shall be required to open any meeting and to conduct business. A quorum shall be a minimum of six (6) members.

Section 5 – Participation

Members of the EDAC are strongly encouraged to participate and attend EDAC meetings. Participation is essential for a successful Economic Development Program. Any member, who shall fail to attend at least 75% of the regular and special meetings of the EDAC during any one-year period, shall be subject to removal. The Chairperson shall notify the Town Council of any member who shall so fail to attend. The vacancy can be filled, upon recommendation of the Committee liaison and Chairperson, by the Town Council.

VII. VOTING; CONDUCT OF MEETINGS

Section 1 – Voting

Voting, as the discretion of the Chairperson, shall be by voice or show of hands. All matters to be voted on by the EDAC shall be by a duly made motion and second. It is the duty of all EDAC members present at a meeting to vote on all issues coming before the EDAC unless such member has been specifically excused from voting on an issue. Any non-excused member who abstains from voting shall be counted as having cast a "yes" vote.

Section 2 – Conduct of Meetings

All meetings shall be open to the public. The order of business at meetings shall generally be as follows:

- (a) Open Meeting & Declare a Quorum
- (b) Approval of Minutes
- (c) Old Business
- (d) New Business
- (e) Adjournment

The Chairperson shall have the authority to amend the order of business at any meeting. Items of

business for discussion t the meeting shall appear on the agenda.

VIII. RULES OF CONDUCT FOR MEMBERS

No member of the EDAC shall seek to influence a decision, participate in any action or case a vote involving any matter that is before the EDAC which may result in a private benefit to themselves, their immediate relatives or their business interest. A member may be excused from voting on a particular issue under the following circumstances:

- a. If the member has a direct financial interest in the outcome of the matter at hand;
- b. If the matter at hand involves a business entity in which the member is an officer or director;
or
- c. If the matter at hand involves the member's own official conduct.

If an EDAC member determines that he/she may have a conflict of interest on a particular issue, he/she shall declare the nature of such conflict and ask to be excused from deliberating and voting on the issue related to the conflict. The remaining EDAC members, by majority vote, shall determine whether or not such conflict exists and whether the member may be excused from further deliberations on the matter. If a member is excused from voting, he/she shall leave the meeting table and not participate in any further discussion on the matter. In no instance may a member be excused from voting merely due to an unwillingness to vote on the issue at hand and where no conflict of interest is found to exist.

A challenge to the existence of a conflict of interest or a challenge of an undisclosed conflict of interest may be filed by any member of the EDAC. Any challenge made to the EDAC shall be supported by competent evidence and shall be submitted at a properly convened meeting of the EDAC. The EDAC shall hear all evidence. In order to find that a member does have a conflict of interest, a majority vote of the remaining members shall be required.

IX. ADOPTION AND AMENDMENTS

These rules shall at all times be consistent with all other ordinances of the Town of Indian Trail and the State of North Carolina. These By-Laws, within the limits allowed by law, may be amended by the Town Council upon recommendation by the EDAC.

Amended this 24nd day of June, 2014

Michael Alvarez, Mayor

Peggy Piontek, Town Clerk



TO: Mayor & Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24th, 2014

SUBJECT: Board & Committee Appointment Policy

Council requested staff to prepare a policy change to make it mandatory that an Alternate, who has been recommended by the Chair of the Board/Committee be automatically appointed to the position. Staff also made a minor administrative change to give more flexibility in the interviewing process. The draft policy is attached.

jaf



APPOINTMENT POLICY

SECTION I: SCOPE:

This Policy serves to provide procedures for the acceptance of names, interview process, selection, and appointment of citizens interested in serving on Boards and Committees which are appointed by the Town Council. This Policy is in place to assist the Town Council in making informed choices for Boards/Committees.

SECTION II: GENERAL:

- A. **RESIDENCY**: No person shall be eligible to apply for board/committee seats unless he/she is a property owner or resident of the Town, with the exception of the Business Owner's Advisory Committee and the ABC Board. Ex Officio members are exempt from the residency requirement.
- B. **PUBLIC NOTICE OF OPENINGS**: There will be a public notice of board/committee seats which are being appointed posted in at least two (2) public places, and inserted in the local newspaper before April 1st (Boards & Committees) of each year. This notice will include both vacant and expiring positions.
- C. **SUBMISSION OF CANDIDACY IN WRITING**: Interested citizens must submit their candidacy by filing a Committee Appointment Application with the Town Clerk no later than May 1st (Boards & Committees) in order to be considered. The application is available at the Town Clerk's Office or at www.indiantrail.org. Current members seeking reappointment and Alternates who desire to be appointed as regular members must also apply in writing.
- D. **DATE OF APPOINTMENT**: Appointments will be made at a Council meeting before July 1st for Boards & Committees.
- E. **RE-ADVERTISING**: If all positions are not filled at that time, the

Town Clerk may re-advertise for citizens to fill the empty positions.

- F. EMPTY POSITIONS: If empty positions still remain, these positions may be filled by the Town Council at any time during the year, following the procedures as outlined in A - C above. The time frames shall allow for a minimum of two weeks posting for filing.
- G. UNEXPIRED TERMS: If the Board/Committee intends to make appointments to fill unexpired terms, created by vacancies, as expeditiously as possible. The Board/Committee recognizes that the urgency of filling such vacancies may vary depending upon the circumstances of the vacancy. The Board/Committee shall make every effort to make appointments during the month for which they are due. In an effort to expedite the filling of an early vacated seat, the Town Council may consider any applications currently on-file at the Clerk's Office for appointment without following procedure A - C above only after announcing the vacancies at a Council meeting and advertising said vacancies on the Town Website not less than a two week period.
- H. PROMOTION OF ALTERNATE MEMBERS: Alternate members are appointed to Boards/Committees to serve if a regular member is unable to take his/her seat. Alternate positions are an excellent method of allowing a citizen to become familiar with the requirements of the Board/Committee, and to gauge his/her ability to assume regular membership. It also gives the Town Council an opportunity to assess the citizen's qualifications to serve as a regular member. Whenever feasible, **if an Alternate has been seated for at least (12) months, and if the Board/Committee Chair recommends that an Alternate be promoted to a full position, the Council shall make this appointment.**

SECTION III: APPOINTMENT PROCEDURE:

- A. BOARD MEMBER APPOINTMENT (Planning Board, Board of Adjustment and ABC Board):
1. All applicants interested in serving on a Board will need to have the recommendation or non-recommendation from the Board Chair upon their review of applicant's information. It is also recommended that they attend at least one Committee meeting before being considered by the Town Council.
 2. New Board applicants shall be interviewed by the Town Council. Reapplying members will only be interviewed upon request of Town Council.
- B. COMMITTEE MEMBER APPOINTMENT:
3. Any citizen interested in serving on a Committee must be interviewed by the Committee Chair and/or the Staff Liaison the first time he/she applies for the Committee. It is also recommended that they attend at least one Committee meeting before being considered by the Town

Council.

4. The application will be submitted to the Town Council for review. The Town Council will be provided contact information for the applicant. The Town Council members may contact the applicant if they have any questions for the applicant. The applicant's application will be placed on the agenda for appointment.
5. Once placed on the agenda, the applicant will need to be nominated by a member of Town Council for consideration and a recorded vote will be taken for each nomination.

C. FACTORS FOR CONSIDERATION:

1. **CURRENT MEMBERS** - It is expected that regular members who are performing satisfactorily be reappointed. In determining performance, the Chair and Staff Liaison may consider the following, both for regular members seeking reappointment and alternates seeking regular appointment:

- a. Attendance: It is expected that the members understand the commitment required and attend meetings. Members which have more than three (3) unexcused absences should not be considered for reappointment. Members which have more than 20% or six (6) excused absences (whichever is less) should not be considered for reappointment as regular members. Extenuating circumstances may be considered.
- b. Effort: Members who have not become knowledgeable about their duties, or who have failed to comply with State law or Town ordinances should not be considered for reappointment.
- c. Attitude: While differences of opinion are anticipated and encouraged, and members must be allowed full voice, members are expected to be civil, and observe recognized rules of order and procedures. Members who are quarrelsome, disruptive, use their authority inappropriately, either on the Committee, or with other Town officials should not be considered for reappointment.

2. **NEW MEMBERS** - Criteria Considered

- a. Service on other Board/Committee: Candidates who have served on other Committees and performed well.
- b. Background: Education, experience, business, professional, or occupation which qualifies him/her for serving on the Committee.

c. Commitment: Effort should be taken to verify that the candidate is aware of the time commitment and any other factors in the appointment.

d. Potential Conflict of Interest: Candidates should be queried concerning possible conflicts between the appointment sought and business or other possible conflicts.

D. NOTIFICATION OF ACCEPTED MEMBERS: Candidates who have been appointed should be notified by the Town Clerk within two business days.

E. NOTIFICATION OF REJECTED MEMBERS/CITIZENS: Candidates who have been rejected should be notified in writing within two business days by the Town Clerk.

F. SWEARING IN: Candidates who have been appointed must be sworn in by a Notary Public at the next scheduled Board/Committee meeting.

SECTION IV: AMENDMENT PROCEDURE:

This Policy may, from time to time, be amended by a majority vote of the Town Council at a regularly scheduled Council meeting.

SECTION V: EFFECTIVE DATE:

This Policy shall take effect immediately following a majority vote of the Town Council at a regularly scheduled Council meeting.

ADOPTED JUNE 24, 2014



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: June 24, 2014

SUBJECT: 5-Year Transportation Plan Process

The Town Council has reviewed and discussed the DRAFT- 5-Year Transportation Plan. The next step is to get community feedback on the Plan. Here is a suggested timeline to solicit community input:

July- Hold 1 Community Meeting on north side of Indian Trail

August- Hold 1 Community Meeting on south side of Indian Trail

August- Hold 1 Public Hearing on Plan

August/Sept- Prepare final draft of Plan and present to Council for consideration of approval