

MAYOR
Michael L. Alvarez

MAYOR PRO TEM
David Cohn



TOWN COUNCIL
Gordon B. Daniels
Christopher M. King
Gary M. Savoie

Indian Trail Town Council Meeting
February 14, 2014
Civic Building
8:15 a.m.

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

2. BUSINESS ITEMS

action

- a. Approval of the DENR Community Waste Reduction and Recycling Grant
- b. Approval of Union County Water & Sewer Agreement for Crooked Creek Park
- c. Approval of Chestnut Parkway Mitigation Fee
- d. Approval of Chestnut Parkway Surety Requirement
- e. Approval of updated Capital Improvement Project Ordinance for Chestnut Parkway
- f. Amendment to the Construction, Engineering & Inspection Services for Unionville-Indian Trail Road Sidewalk Project
- g. Approval of updated Capital Improvement Project Ordinance for C-4957 Unionville-Indian Trail Road Sidewalk Project
- h. Approval of LGC 203

3. CLOSED SESSION

action

4. ADJOURN

action

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 704-821-2541

Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Shelley DeHart, AICP

DATE: February 5, 2014

SUBJECT: 2014 Community Waste Reduction & Recycling Grant



Town staff is requesting the Council support a grant application to the N.C. Department of Environment and Natural Resources (NCDENR) to establish an “away from home” recycling program within our Town parks.

Grant Program: The grant, 2014 Community Waste Reduction and Recycling Grant, is intended to assist local governments in expanding, improving and implementing waste reduction and recycling programs in North Carolina. Standard projects are eligible for a grant award of up to \$30,000 and a minimum twenty percent local match is required. Distribution of grant funds is on a reimbursement basis and available on a fiscal calendar (July 2014 -2015).

Away from Home Proposal: The Town expanded its residential recycling program in 2012 which has resulted in a 92% increase in annual recycling collection. This increase translates into a savings to our Town residents because the Town pays for the disposal of trash material by the ton, thereby removing recycling material from this waste stream, reducing the tonnage resulting in a lower monthly tipping fee. In addition, the Town is credited monthly for this collected recycling material in the amount of ten dollars per ton (minimum). Staff is requesting to expand our local recycling program by establishing an “away from home recycling program” within our public parks (Attachment-1). In summary, this program would equip our Town parks with recycling collection receptacles, education, and public outreach. Waste Pro is proposed to partner with the Town by sponsoring a High School Recycling Education Video Contest. If the grant is awarded, the Town’s local match would be under \$6,000 for a \$35,700 project.

Requested Council Action: Staff is requesting the Council adopt a Resolution of Support for the 2014 Community Waste Reduction Recycling Grant Application (Attachment-2).



Town of Indian Trail

Proposal for 2014 Community Waste Reduction and Recycling Grant

Environmental Services
February 21, 2014



Indian Trail Away from Home Recycling Program for Public Parks

Prepared by:

Shelley DeHart, AICP

Director of Planning & Neighborhood Services

Town of Indian Trail

PO Box 2430

Indian Trail, NC 28079

Phone: 704 821-5401 ext 225

Fax : 704 821-9045

Email: srd@planning.indiantrail.org

Federal Tax ID number: 56-1108235

Date: February 21, 2014

General Requirement:

- The Town of Indian Trail receives NC Solid Waste Disposal Tax proceeds on a quarterly basis. The Town uses these proceeds solely for providing solid waste management services as required by State law.
- The Town of Indian Trail has single-stream recycling services within our main facilities and employees are encouraged to recycle. Recycling material consists of mixed paper, glass bottles & jars, cans, all plastics 1-7, food boxes, and cardboard.

Project Description: The Town of Indian Trail expanded its residential recycling program in 2012 which has resulted in a 92% increase in annual recycling collection. The Town is proposing to expand its recycling program to our public parks & facilities in an “away from home recycling program.” The Town has an existing one-acre event park and two new parks currently under development which represents almost 200 acres of recreational facilities. These parks, at build-out, will consist of greenway trails, multi-purpose fields, tennis courts, volleyball courts, public plazas, softball fields, disc golf, splash pads, picnic areas, and a regional size nature playground which provides the Town the opportunity to divert recyclable materials from the waste stream. More importantly, this program will promote waste reduction and recycling education to the anticipated annual visitors. It is anticipated to be an on-going project that will be continued and enhanced throughout the life and use of our public parks. The proposed program consists of the following:

- The purchase of recycling receptacles for all three public parks collecting a mixed stream of plastic bottles, paper, glass and aluminum cans. The receptacles shall be a mix of:
 - 96 gallon Toter- roll carts (10 carts) to be used during special events (tournaments etc.) at the parks and during Town sponsored street events such as 4th of July Parade and street fairs. There is a 10-year warranty on these carts.
 - Permanent decorative recycling receptacles (35- units-30-50 gallon) strategically located near shelters, bleachers, concession areas, plazas, and parking lots. These receptacles will be clearly marked with a different top/lid from waste receptacles. 10-year warranty.
 - Permanent recycling stations (9-units) at greenway trailheads with receptacles spaced out along the trail. A minimum of a 5-year warranty.
 - Recycling will be collected by our public works department for pick-up by our service contractor- Waste Pro. Recyclables are delivered to Sonoco in Charlotte.



- Education and public outreach, in partnership with our solid waste provider – Waste Pro, is proposed as follows:
 - A bi-annual recycling newsletter will be mailed out to residents promoting the program, recycling education, and project status. All publications will be printed on recycled paper as required within the program.
 - Information signage within the kiosks at the public parks.
 - High School Recycling Video Contest - \$500 cash prize to the winning high school student sponsored by the Town’s Solid Waste provider, Waste Pro of North Carolina. (No grant funds are requested for this activity).

Special Requirements: - Only recycling receptacles will be purchased with grant funds. Matching waste receptacles are planned at the greenway trailhead stations, however these are separate waste receptacles and are not included within this budget.

Project Timeline:

- July 31, 2014 – Purchase of receptacles for parks and begin installation by our public works department.
- September 30, 2014 – First newsletter sent to residents educating them about the program and announcing the High School Student Recycling Video Contest.
- March 2014 –Second newsletter focused on recycling education, recycling program, and highlighting the video winner.
- June 30, 2015 submit final report to NC DENR.

2. Project Budget

Budget	State Grant Award	Local Match	Project Total
Recycling Receptacles			
Special Event Carts (10 - 96 gallon carts)	\$583	\$117	\$700
Crossing Paths Park (4-receptacles)	\$2,333	\$467	\$2800
Chestnut Square (20 receptacles)	\$11,666	\$2334.	\$14,000
Crooked Creek Park (20 receptacles- Phase 1)	\$11,666	\$2334	\$14,000
Total	\$26,248	\$5,252	\$31,500
Public Outreach	\$3,500	\$ 700	\$4,200
Project Grand Total	\$29,748	\$5,952	\$35,700

Recycling Receptacle Examples



Decorative Receptacles



Greenway Trail/ Nature Areas Receptacles- Recycle Only





3. Park Locations:
Chestnut Square

concept



Crooked Creek Park



STATE OF NORTH CAROLINA)
)
TOWN OF INDIAN TRAIL)

RESOLUTION # R140214-1

A RESOLUTION SUPPORTING THE 2014 COMMUNITY WASTE REDUCTION AND RECYCLING GRANT APPLICATION IN THE TOWN OF INDIAN TRAIL, UNION COUNTY, NORTH CAROLINA

WHEREAS, it is reported that North Carolina throws away about 270 million dollars worth of recyclable goods each year; and

WHEREAS, recycling in North Carolina is a job creator and growing part of our state’s economy. Recycling employs more than 14,000 North Carolinians and recycling jobs have increased about 48 percent in the last ten years; and

WHEREAS, the Town of Indian Trail recognizes the importance of recycling not only to the economy but to the environment and quality of life for our residents; and

WHEREAS, the Town has an opportunity of expanding its current recycling program in partnership with the State by establishing an “away from home” recycling and public education program within its public parks.

NOW THEREFORE, BE IT RESOLVED by the Town Council of Indian Trail, North Carolina hereby endorses the 2014 Community Waste Reduction & Recycling Grant Application for the establishment of the “away from home” recycling and education program within the Town’s public park system.

AND IT IS SO ORDAINED this 14th day of February, 2014.

TOWN OF INDIAN TRAIL COUNCIL

Attest:

Peggy Piontek, Town Clerk

Michael Alvarez, Mayor



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: February 11, 2014

SUBJECT: Crooked Creek Park - Water and Sewer Services Extension Agreement

General Information:

Union County Public Works (UCPW) requires an executed Water and Sewer Extension Agreement that establishes the terms and conditions for the construction and transfer to Union County of water and sewer infrastructure. This agreement also establishes the allocated capacity and fee for Crooked Creek Park. The capacity fee, as determined by UCPW, is \$42,480.00.

Required Actions:

Council Approval of Extension Agreement and Capacity Fee

Attachment:

Water and Sewer Service Extension Agreement

State of North Carolina

County of Union

STANDARD WATER AND SEWER SERVICES EXTENSION AGREEMENT

This Agreement is made and entered into this the _____ day of _____, 201_____, by and between Union County, North Carolina, by and through its department, Union County Public Works (“UCPW” or “Union County”), **The Town of Indian Trail**, (“Developer”) and **The 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 **10th** day of **February**, 201**4** 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) **WQ0036928, WQ0036929(Private), &14-00045**, 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

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. 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.

6. 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
8,600(1) Gallons/Day for the non-residential portion of the Development Phase

(1) 2- 1 ½ meters

With respect to Sewer:

N/A ERUs for the residential portion of the Development Phase
8,600(2) Gallons/Day for the non-residential portion of the Development Phase.

(2) 2- 1 ½ meters

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.

7. Payment of Capacity Fees:

Developer has paid the Capacity Fees for treatment and transmission of water in the sum of \$11,600.00 and sewer in the sum of \$30,880.00, 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

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

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

12. 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.

13. 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 contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other 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.

14. 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.

15. 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.

16. 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. Contractor 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 Contractor will be considered a breach of this agreement, which entitles Union County to terminate this agreement, without penalty, upon notice to Contractor.

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]

Owner

Individual Owner:

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

LLC/Corporate Owner:

Entity Name: _____

By: _____
Title: _____



LLC/Corporate Seal

Partnership:

Partnership Name

_____(SEAL)
Name: _____, General Partner

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_____.

My Comm. Expires: _____ (SEAL)
Notary: _____

Corporate/LLC 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 _____ of
_____ a _____ (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 _____ day of _____, 20_____

My Comm. Expires: _____ (SEAL)
Notary: _____

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_____

My Comm. Expires: _____ Notary: _____(SEAL)

[Signature Page]

Developer

Individual Developer:

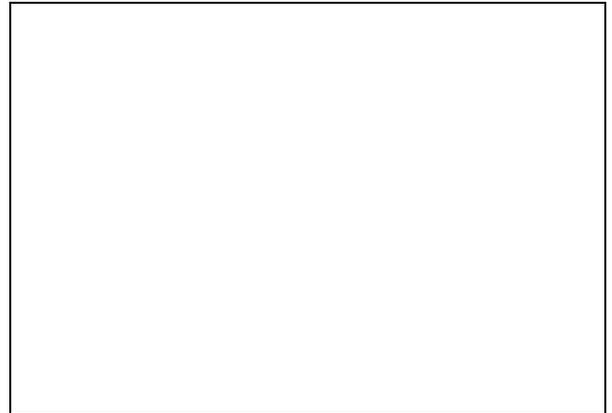
_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

LLC/Corporate Developer:

Entity Name: _____

By: _____
Title: _____



LLC/Corporate seal

Partnership:

Partnership Name

_____(SEAL)
Name: _____, General Partner

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_____.

My Comm. Expires: _____ Notary: _____ (SEAL)

Corporate/LLC 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 _____ of
_____ a _____ (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 _____ day of _____, 20_____

My Comm. Expires: _____ Notary: _____ (SEAL)

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_____

My Comm. Expires: _____ Notary: _____(SEAL)



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: February 11, 2014

SUBJECT: Chestnut Parkway Mitigation Fee

General Information:

The North Carolina Division of Water Resources (NCDWR) requires compensatory mitigation for losses of streams and wetlands. This fee in-lieu initiative offsets unavoidable environmental damage from transportation-infrastructure improvements and other economic development, and help to prevent harmful pollutants from endangering water quality in sensitive river basins.

In order to satisfy the compensatory mitigation requirement of the 401-404 permit issued for Chestnut Parkway, Phase 1B, a fee in the amount of \$51,376.50 has been assessed by the North Carolina Ecosystem Enhancement Program (NCEEP). This fee must be paid prior to commencing construction activities within the identified wetlands.

Required Actions:

Approval of Payment Fee

Attachments:

1. NCEEP Invoice
2. Map



**Ecosystem
Enhancement
PROGRAM**
INVOICE #20906
December 23, 2013

Scott Kaufold
Town of Indian Trail
Box 2430
Indian Trail, NC 28079

Project: Highway 74 Connector- Chestnut Pkwy Phase I
County: Union
USACE#: 2013-01509
WQ permit#: 13-1156
EEP #: 21094
Location: Yadkin 03040105

invoice expires: February 23, 2014

You have elected to satisfy the compensatory mitigation requirements of the Section 401/404/CAMA permit(s) issued for the above referenced project through payment of a fee to the North Carolina Ecosystem Enhancement Program (NCEEP). In accordance with 15A NCAC 2R .0402(d), the amount due is based upon the 2013-2014 Fee Schedule and has been calculated as follows (Please note: payment for wetlands is calculated in increments of 0.25 acres). If you have any questions concerning this payment, please call Kelly Williams at (919) 707-8915.

Habitat Type	Invoiced Amount		Fee Schedule	=	Cost
Riparian Wetlands	0.75 acres	x	\$ 68,502.00		\$51,376.50

TOTAL AMOUNT DUE if paid within 60 days **\$51,376.50**

If payment is not received within 60 days of the date of this invoice, it will expire. Note that your permit(s) may require payment before this date. **Subsequent invoice extensions will be based on the fee schedule in effect on the date they are issued.** Extensions may be requested by emailing the NCEEP In-Lieu Fee Program Coordinator at kelly.williams@ncdenr.gov. Please submit an ePayment at <http://portal.ncdenr.org/web/eed/epayment> or send a check payable to NCEEP for the Total Amount Due to the address below and enclose a copy of this invoice.

US Mail:
NCDENR Ecosystem Enhancement Program
1652 Mail Service Center
Raleigh, NC 27699-1652

Physical Address (for other delivery services):
NCDENR Ecosystem Enhancement Program
217 West Jones St., Suite 3000A
Raleigh, N.C. 27603

If the account name on the check is not the same as the permit holder's name, please include a signed statement by the permit holder that the check is being written on behalf of, and with full knowledge and authorization of, the permit holder. Refunds of payments made to NCEEP are only approved under certain conditions. All refund requests must be submitted in accordance with EEP's refund policy at www.nceep.net.

YOU MUST BE IN POSSESSION OF THE PAYMENT RECEIPT FROM NCEEP PRIOR TO COMMENCING THE ACTIVITIES AUTHORIZED BY THE DEPARTMENT OF ARMY 404 PERMIT, CAMA PERMIT AND/OR THE 401 WATER QUALITY CERTIFICATION.

cc: Karen Higgins, NCDWR Wetlands/401 Unit
Steve Kichowski, USACE-Asheville
Alan Johnson, NCDWR-Mooresville
Gregg Antemann, agent
File

Restoring... Enhancing... Protecting Our State





Scale: _____
**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

Corp. NC License C-039

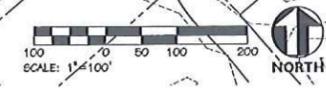
LEWIS & CLARK / SUTHERLAND
**Scott Garner Property
 Due Diligence Study**
 Indian Trail, North Carolina
 NC 74

Project No: _____
 Drawn By: _____
 Designed By: _____
 Checked By: _____
 Original Issue Date: _____

Revisions:

Sheet Title: _____

Sheet No: _____



Tax ID 07110204
 Donald A. Nichols
 BK 1371 Pg. 458
 Tax ID 07110209
 Esther H. Nichols
 BK 458 Pg. 687



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: February 11, 2014

SUBJECT: Chestnut Parkway Phase 1B Surety Requirement

General Information:

NCDOT requires a Warranty/Repair Guarantee Surety in an amount equal to one hundred percent (100%) of the cost/value of improvements along US 74 related to Chestnut Parkway Phase 1B. The Town's cost has been approved by NCDOT for \$220,000.00. The surety, in the form of a Letter of Credit, Surety Bond, or Cash Surety, will be held by NCDOT for one (1) year from date of acceptance. The Town's cost to acquire the surety is \$2,200.00.

Required Actions:

1. Council Approval of Surety Requirement



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: February 11, 2014

SUBJECT: Amended Capital Project Ordinance for Chestnut Extension

General Information:

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the adoption of an ordinance is required in order to authorize capital project expenditures.

Required actions:

Council Approval

Attachment:

Amended Capital Project Ordinance for Chestnut Extension

**AN AMENDMENT TO THE CAPITAL PROJECT ORDINANCE
FOR CHESTNUT EXTENSION**

BE IT ORDAINED by Town Council of the Town of Indian Trail, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is the Chestnut Improvements.

SECTION 2. The officers of the Town are hereby directed to proceed with the capital project within the term of the bond resolution and budget contained herein.

SECTION 3. The following amount is appropriated for this project:

	Current Budget	Revised Budget
Construction	<u>\$1,463,313.00</u>	<u>\$1,516,890.00</u>

SECTION 4. The following revenues are anticipated to complete this project:

	Current Budget	Revised Budget
Proceeds from Street Bonds	\$875,913.00	\$927,290.00
Transportation Improvement Fund	\$587,400.00	\$587,400.00
Powell Bill Fund		\$2,200.00
Total	<u>\$1,463,313.00</u>	<u>\$1,516,890.00</u>

SECTION 5. The Finance Director is hereby directed to maintain within the capital project fund sufficient detailed accounting records to satisfy the requirements of an annual independent audit. The terms of the bond resolution also shall be met.

SECTION 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 7. The Finance Director is directed to report, on a quarterly basis, on the financial status of the project element in Section 3 and on the total revenues received or claimed.

SECTION 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on the capital project in every budget submission made to this Council.

SECTION 9. Any unexpended funds appropriated shall be reserved by the Town Council for use as provided by applicable law or regulation.

SECTION 10. The Finance Director is authorized from time to time to transfer as a loan from the General Fund in an amount necessary to met obligations until such time as funding is received. When Funds are received, repayments to the General Fund may be made.

SECTION 11. Copies of this capital project ordinance shall be made available to the Clerk and the Finance Director for direction in carrying out this project.

ADOPTED BY THE TOWN COUNCIL this the 14th day of February, 2014.

Michael Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: February 11, 2014

SUBJECT: Amendment to the CEI Services for Unionville Indian Trail Road Sidewalk Project

General Information:

Federally funded CMAQ projects require oversight through Construction, Engineering, and Inspection (CEI) services. On March 12, 2013, Council awarded the CEI contract for C-4957B Unionville Indian Trail Road Sidewalk Project to Alley, Williams, Carmen & King, Inc. in the amount of \$161,672.80. Due to contractor and construction delays, an additional \$15,000 is anticipated to complete Phase 1A of this project.

Required Actions:

Council Approval



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: February 11, 2014

SUBJECT: Amended Capital Project Ordinance for Unionville Indian Trail Road Sidewalk

General Information:

Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the adoption of an ordinance is required in order to authorize capital project expenditures.

Required actions:

Council Approval

Attachment:

Amended Capital Project Ordinance for C-4957B Unionville Indian Trail Road Sidewalk

AN ORDINANCE AMENDING THE CAPITAL PROJECT ORDINANCE FOR C-4957 B UNIONVILLE INDIAN TRAIL ROAD SIDEWALK IMPROVEMENTS

WHEREAS, the Town of Indian Trail desires to promote pedestrian activity in the Town and to provide for more connections to facilities throughout the Town; and

WHEREAS, certain grant funding to accomplish this goal is available and has been approved for the Town of Indian Trail,

NOW, THEREFORE, BE IT ORDAINED by Town Council of the Town of Indian Trail, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

SECTION 1. The project authorized is the construction of a sidewalk, providing for pedestrian activities, financed by a Federal Grant and Powell Bill Funds, to be commonly known as the C-4957 B Unionville Indian Trail Road Sidewalk Improvements.

SECTION 2. The officers of the Town are hereby directed to proceed with the capital project within the term of the grant documents and budget contained herein.

SECTION 3. The following amounts are appropriated for this project:

	Current Budget	Revised Budget
Construction	\$1,025,942.23	\$1,025,942.23
Construction Engineering Inspection Services	<u>\$161,672.80</u>	<u>\$176,672.80</u>
Total Appropriations	<u><u>\$1,187,615.03</u></u>	<u><u>\$1,202,615.03</u></u>

SECTION 4. The following revenues are anticipated to complete this project:

	Current Budget	Revised Budget
Federal Grant	\$509,776.00	\$509,776.00
20% Matching Funds (Powell Bill)	\$127,444.00	\$127,444.00
Powell Bill Fund	<u>\$550,395.03</u>	<u>\$565,395.03</u>
Total Estimated Revenues	<u><u>\$1,187,615.03</u></u>	<u><u>\$1,202,615.03</u></u>

SECTION 5. The Finance Director is hereby directed to maintain within the capital project fund sufficient detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations.

SECTION 6. Funds may be advanced from the Powell Bill Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

SECTION 7. The Finance Director is directed to report on the financial status of the project element in Section 3 and as requested by the Town of Indian Trail.

SECTION 8. The Budget Officer is directed to include an analysis of the estimated spending and capital project revenue in the budget for this, and other active capital projects, with the Budget Ordinance.

SECTION 10. Copies of this capital project ordinance shall be made available to the Clerk and the Finance Director for direction in carrying out this project.

ADOPTED BY THE TOWN COUNCIL this the 14th day of February, 2014.

Michael L Alvarez, Mayor

Attest:

Peggy Piontek, Town Clerk



TO: Mayor and Town Council
FROM: Joe Fivas
CC: Marsha Sutton
DATE: January 28, 2014
SUBJECT: LGC-203 Report of Deposits and Investments

As required by the Town's Cash Management Policy, attached is a copy of the LGC-203 report submitted to the LGC (Local Government Commission) during the month of January for the period ending December 31, 2013.

This report is a semi-annual report of all cash and investments held by the Town. The LGC reviews these reports to determine:

- All funds are in authorized depositories and properly collateralized/secured
- All investments are permitted by General Statute
- The average maturity of investments are appropriate for the Town

This report is submitted to you for informational purposes and no action is required.

State of North Carolina
 LOCAL GOVERNMENT COMMISSION
 325 North Salisbury Street, Raleigh, North Carolina 27603-1385
 REPORT OF DEPOSITS AND INVESTMENTS

(As required by G.S. 159-33 and G.S. 115C-446)

Report Period

As of: **DECEMBER 31** 2013

(June 30 or December 31, and Year)

Name of Unit ** **INDIAN TRAIL**
 ** Note - Discretely Presented Component Units must submit separate LGC-203 reports
 Legal Name of Unit: **Town of Indian Trail**

LGC Use Only		
Unit Code	Unit Type	Rec'd Date
191	A	

CERTIFICATION

This is to certify that the data contained in this report is accurate to the best of my knowledge and belief.

Name of Official (Type or print your name)	Unit Mailing Address - Street	Telephone Number, including area code	
Marsha G. Sutton	P. O. Box 2430	Number	Extension
Title (i.e. Finance Officer, Treasurer, etc)	Unit - City, State & Zip Code	Email Address	
Finance Director	Indian Trail, NC, 28079	financedirector@admin.indiantrail.org	
			Signature of Official (only if mailing or faxing)

I. Cash on hand

	Amount	
Petty cash funds and change funds	\$ 850	
Undeposited receipts		
		Total Cash on Hand
		\$ 850

II. Dedicated Method Financial Institutions

** If you have additional deposits in Dedicated Banks (non-pooling), you must use the LGC-203 Standard Form

	C.D.s	Interest Bearing Checking Accounts	
FINISTAR (dedicated amounts) attach statement or leave blank if NA			
CDARS - attach statement or leave blank if NA			
Totals for Finistar and CDARS		\$ -	Total Dedicated Deposits
		\$ -	\$ -

III. Pooling Method Financial Institutions

One line for each Bank - please provide totals for each Bank

** LIST ONLY BANKS INCLUDED ON POOLING BANK MEMO

	Demand Deposits		Time Deposits	Interest Bearing Checking Accounts	
	(Non-interest bearing)	Regular Savings	C.D.s		
(1) Branch Banking & Trust			\$ 278,504	\$ 5,290,757	
(2) First Citizens Bank & Trust Company	\$ 164,989		\$ 132,778		
(3) Park Sterling Bank			\$ 1,501,554		
(4) Yadkin Valley Bank			\$ 213,595		
(5)					
Totals for All Pooling Banks		\$ 164,989	\$ 2,126,431	\$ 5,290,757	Total Pooling Deposits
					\$ 7,582,177

IV. Investments NCCMT

	Amount
North Carolina Capital Management Trust Cash Portfolio	\$ 7,871,317
North Carolina Capital Management Trust Term Portfolio	\$ 14,373,896

V. Summary: Please recheck totals.

(1) Total Cash on hand (TOTAL FROM SECTION I)	\$ 850
(2) Total Dedicated Method (TOTAL FROM SECTION II)	\$ -
(3) Total Pooling Method (TOTAL FROM SECTION III)	\$ 7,582,177
(4) Total cash (lines 1, 2 & 3 combined)	\$ 7,583,027
(5) NCCMT (TOTAL FROM SECTION IV)	\$ 22,245,213
(6) Total cash and investments (lines 4 plus 5)	\$ 29,828,240
(7) Please enter (subtract) Unexpended bond and/or note proceeds	\$ -
(8) Net cash and investments (line 6 minus 7)	\$ 29,828,240