

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
September 23, 2014
Civic Building
6:30 p.m.

- 1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ADDITIONS AND DELETIONS** **action**
- 3. MOTION TO APPROVE AGENDA**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENTS**
- 6. LAW ENFORCEMENT UPDATE**
- 7. CONSENT AGENDA** **action**
 - a. [Approval of September 6, 2014 Special Meeting draft minutes](#)
 - b. [Approval of Bylaws for the Alliance for S. Charlotte Communities](#)
 - c. [Approval of C-4957 A Rogers Road Sidewalk Supplemental Agreement](#)
 - d. [Approval of revised 2014 Council Meeting Schedule](#)
- 8. PUBLIC HEARINGS** **action**
 - a. [Future location of possible Town Hall/Community Center – this matter was requested by Council Member Savoie](#)
- 9. BUSINESS ITEMS**
 - a. [Consideration of approval of NCDOT Bike/Pedestrian Projects](#)
 - b. [Consideration of approval of Donation Policy](#)
 - c. [Consideration of approval of Charter School Resolution](#)

- d. Consideration of budget for Town Committees to participate in events – request candy to be purchased for any committee who wishes to take part in Trunk or Treat – *this matter was requested by Mayor Alvarez*

10. DISCUSSION ITEMS

- a. Discussion and update of Chestnut Square Park and Crooked Creek Park
 - 1. Construction Update
 - 2. PARTF Update
 - 3. Closing Crooked Creek Phase 1A Contract
 - 4. Crooked Creek Dog Park
 - 5. Crooked Creek Disc Golf
 - 6. Miscellaneous Park Items
- b. Discussion of 2015 Citizen Academy Program
- c. Discussion on releasing all information in regards to Bonterra Village’s conception and approval – removal of any alleged gag orders in place – *this matter was requested by Mayor Alvarez*

11. MANAGERS REPORT

12. COUNCIL COMMENTS

13. CLOSED SESSION

action

14. 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 704-821-5401



Town of Indian Trail
Minutes of Town Council Special Meeting
September 6, 2014
Civic Building
08:00 A.M.

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: David Cohn, Gordon Daniels, David Drehs, Christopher King, and Gary Savoie.

Staff Members: Town Manager Joe Fivas, Town Clerk Peggy Piontek, Town Attorney Keith Merritt, Director of Community & Economic Development Kelly Barnhardt, and Interim Planning Director Rox Burhans.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Alvarez called the meeting to order and led in the Pledge of Allegiance.

APPROVAL OF LAW ENFORCEMENT ASSESSMENT CONTRACT

Mr. Fivas provided the history of this matter for the audience.

Gary Savoie made a motion to approve the Law Enforcement Assessment Contract with PERF Council voted unanimously in favor of the motion.

CONSIDERATION OF ALL ASPECTS OF A FUTURE MUNICIPAL COMPLEX

Mr. Fivas explained the possible cost, size, financing, and location of a Municipal Complex. He provided the history of past discussions on building a New Town Hall, which started in 2002. He advised that the expense depends on the size of the facility and provided cost estimates: approximately \$250 per square foot with design fees 8.5%, technology and furniture 10% and contingency fees 15%. He informed Council that these figures include partial parking lot expenses.

Mr. Fivas informed the Council of the balance on two reserve funds the Town has that could assist in the expense: Town Hall Fund has \$1,450,000 and Capital Reserve Fund has \$2,100,000 explaining that this fund receives \$1,300,000 per year but after bond expenditures there is approximately \$615,000. There are two types of financing options: level principal with declining payments and level payments where the payment remains the same both have approximately the same interest rate of currently 4%. Mr. Fivas provided estimated annual costs per year for a 15 year level payment loan.

Mr. Fivas advised Council that we have looked at two potential site locations: the Town Center Property (approximately 6 acres donated by property owner) on Indian Trail Road which will be located within the Downtown Center or the Town owned Chestnut Parkway property on Chestnut Parkway located within the Downtown District. He provided information on both locations:

On the Town Center Property on Indian Trail Road, the property owner has requested a payment of \$507,000 to complete pad ready site; it will be the center of the new downtown area; has the potential for offsite infrastructure improvements and will be located in a traditional Town Square Development.

On the Chestnut Parkway property, already owned by the Town we would have to develop the pad area; the Architect would have to develop a Master Plan for this 20 acre parcel; it would create a Town Campus site to house public works, administration, law enforcement, parks & recreation, recreation center and Community Center and it could be a long term solution for future Municipal Center.

Mr. Fivas concluded his presentation by explaining why we need a Town Hall and provided the next steps are: site location, agreement for architectural services, architect begins public design process, determine project budget, determine project timeline and delivery dates, determine financing method and structure and then opened the floor for questions and discussion by Council.

Council had a lengthy discussion on this matter and upon conclusion Mr. Fivas reviewed and summarized the results of that discussion. Mr. Fivas clarified to Council that they would like staff to work on an agreement with the architect, start to schedule and design public process, develop timelines, delivery dates and methods when we will start this process and present to you as soon as possible. By consensus Council agreed to this. Mr. Fivas explained that to accomplish this we need to have an idea on the site location. Council discussed the pro and cons of both sites with no decision made. **(A COPY OF THE POWER POINT CAN BE FOUND IN THE OFFICIAL PACKET IN THE CLERK'S OFFICE)**. Mr. Fivas introduced David Creech and Brent Green of Creech & Associates.

Mr. Green presented a building program that provided an overview of the facility: the auxiliary space would included: main entrance, shared spaces, Council Chambers and community space totaling approximately 12,628 square feet - Administration approximately 3,284 square feet, Economic Development approximately 970 square feet, Engineering approximately 1,633 square feet, Planning approximately 1,552 square feet, Finance approximately 1.089 square feet. Mr. Green explained that staff would be located on the second floor and the first floor would hold the community room and Council Chambers.

Mr. Creech provided photographs and site locations of other municipal facilities they have designed. He explained the difference between traditional civic projects and transitional civic projects and the pros and cons of both sites Council is considering.

Mr. Cohn left the meeting

Mr. Green explain the local built context and advised the next steps would be through schematic design before Thanksgiving, two public meetings and have interactive time with Council. **(A COPY OF THE POWER POINT CAN BE FOUND IN THE OFFICIAL PACKET IN THE CLERK'S OFFICE)**

CLOSED SESSION

None

ADJOURN

Christopher King made a motion to adjourn
Council voted unanimously in favor of the motion.

APPROVED:

Michael L. Alvarez, Mayor

Attest: _____
Peggy Piontek, Town Clerk



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 23rd, 2014

SUBJECT: Approval of Bylaws for the Alliance of S. Charlotte Communities

The Town of Indian Trail has been working with the Town of Matthews, Town of Stallings, and the Town of Mint Hill to create a new organization called the Alliance of South Charlotte Communities. The Town has already adopted Bylaws to form this organization. The evolution of the organization has brought us to re-adopt a new Bylaw document.

These Bylaws have been adopted by Town's of Stallings, Mint Hill, and Matthews.

Staff Recommendation: The staff recommendation is to approve the Bylaws which have been presented on this agenda.

-BYLAWS-

THE ALLIANCE OF SOUTH CHARLOTTE COMMUNITIES

ARTICLE I. NAME

The name of the corporation is “The Alliance of South Charlotte Communities” (“Alliance”).

ARTICLE II. PURPOSES

The Alliance (a) is a North Carolina nonprofit, public benefit corporation with Members and perpetual duration and succession and (b) is organized and operated exclusively for the purpose of lessening the burdens of local governments and communities in the geographic region south of Charlotte, North Carolina by retaining and attracting new investment and strong employment opportunities to the region, through:

- marketing the region to attract industry and other enterprise, including research and development;
- facilitating communication between and partnership of local private and public partners;
- collecting and disseminating data to local governments and industry or other enterprises considering locating or expanding in the region;
- assisting small businesses by developing and providing a quality workforce and aiding in their expansion of investment in the south Charlotte region and ;
- partnering on infrastructure projects;
- advocating and promoting regional economic development to regional, state, and federal leaders; and
- any other activities deemed necessary by the Board of Directors to further the purpose of the Alliance.

ARTICLE III. MEMBERSHIP

3.01 Members. Municipalities located in the region south of Charlotte, North Carolina are eligible for membership in the Alliance (“Member”). The initial Members of the Alliance are the Town of Indian Trail, North Carolina, the Town of Matthews, North Carolina, the Town of Mint Hill, North Carolina, and the Town of Stallings, North Carolina. The Alliance has one class of membership.

3.02 Admittance. Following receipt of an application for membership, the Board of Directors may admit a municipality to membership in the Alliance on a two-thirds vote of the Board of Directors in office at the time of the vote. Each Member shall share the operational costs of the Alliance and shall pay all membership contributions, both initial and annual.

3.03 Right to Appoint Directors. Each Member’s governing body shall annually appoint three directors to the Board of Directors consisting of: one elected official from the

Member's governing body, one at-large selection and the Member's chief administrative officer or his designee.

3.04 Annual Meeting; Voting. No annual meeting of Members is required. Unless otherwise provided in these Bylaws, if any special meeting or action of the Members is required for any reason, then the Members of the Alliance designate that each Member's appointed Directors shall vote on the action on the Member's behalf. Any meeting of Members may be held at such time, place and with such notice as may be required of a special meeting of the Board of Directors. Except as may be otherwise required by law or these Bylaws, all power now or hereafter exercisable by Members shall be vested in the Board of Directors of the Alliance.

3.05 Exit Clause. Any Member may withdraw its membership from the Alliance by giving 90-days written notice to the Board of Directors. Any funds paid to the Alliance by a Member will not be refunded on withdrawal of membership.

3.06 Transfer of Membership. A Member may not transfer its memberships in the Alliance.

3.07. Termination of Membership. If a Member does not pay its membership contributions when due ("Non-Paying Member"), following 6 months' notice to the Non-Paying Member, the remaining Members may, by at least a two-thirds vote, terminate the Non-Paying Member's membership in the Alliance.

ARTICLE IV. OFFICES

4.01 Principal and Business Office. The Alliance may have such principal and other business offices within the State of North Carolina, as the Board of Directors may designate or as the business of the Alliance may require from time to time.

4.02 Registered Office. The registered office of the Alliance required by the North Carolina Nonprofit Corporation Act to be maintained in the State of North Carolina may be the principal office of the Alliance or a business office of the Alliance in the State of North Carolina. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE V. BOARD OF DIRECTORS

5.01 General Powers; Tenure. The business and affairs of the Alliance is managed by a Board of Directors. Each Member of the Alliance annually appoints three Directors as provided in Section 3.03. Each Director serves a one year term beginning with the annual meeting and ending and the next successive annual meeting. Each Director shall hold office until his successor is appointed and qualified or until his earlier resignation, removal from office, death or incapacity. A Director may be reappointed following completion of his term. Directors will not receive compensation for their service as a Director of the Alliance.

5.02 Annual Meetings. The Board of Directors shall hold an annual meeting in January each year on a date, time and place to be determined by the Board of Directors at their

December meeting. The first organizational meeting shall be organized by the Town of Matthews.

5.03 Regular Meetings. The Board of Directors may adopt a schedule of regular meetings for the year at the Board of Director's annual meeting. If adopted, the schedule of regular meetings shall include the times and places within North Carolina at which the Board of Directors will hold its regular meetings.

5.04 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or Secretary or any two Directors. The President or Secretary calling any special meeting of the Board of Directors may fix any place within North Carolina as the place for holding any special meeting of the Board of Directors called by them. If no other place is fixed, the place of the meeting shall be at the principal office of the Alliance.

5.05 Telephonic Meetings; Electronic Voting. Meetings shall be held in person, or, if circumstances require, as determined in the sole discretion of the Board of Directors, by any other means as may be from time to time technologically available, including email and email voting, and tele- and video-conferencing.

5.06 Notice. Notice of special meetings of the Board of Directors shall be given by written notice delivered personally or mailed, or given by telegram, E-mail, fax, private courier or other means, to each Director at his home or business address, not less than 48 hours prior to the time of the special meeting. If mailed, such notice is deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, E-mail, fax, private courier or other means, such notice is deemed to be delivered when said notice is sent by telegram, E-mail or fax to the home or office, or when personally delivered to the home or office address or to the number on file with the company. Whenever any notice whatsoever is required to be given to any Director under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, is deemed equivalent to the giving of such notice. The attendance of a Director at a meeting constitutes a waiver of notice of such special meeting, except where a director attends a special meeting and objects at the special meeting to the transaction of any business because the special meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

5.07 Quorum. Except as otherwise provided by law or by the Articles of Incorporation or elsewhere in these Bylaws, a majority of the total number of directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but a majority of the directors present, though less than a quorum, may adjourn the meeting from time to time without further notice.

5.08 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

5.09 Conduct of Meetings. The President, and in his absence, the Vice President, and in their absence any director chosen by the directors present shall call the meeting of the Board of Directors to order and shall act as Chairman of the meeting. The Secretary of the Alliance shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any Assistant Secretary or any director or other person present to act as secretary of the meeting.

5.10 Resignation, Removal. A Director may resign at any time by filing his written resignation with the Secretary of this Alliance and with the elected body of his representative Member. A director may be removed from the appointment only by the elected body of his representative Member. A Director who fails to attend 75% of regular and special meetings during a one-year period may be recommended by the Board of Directors for removal by the elected body of their representative Member. The Board of Directors may also make recommendation to the representative Member for the removal of a Director whenever, in the Board of Director's judgment, the Director's action are in conflict with the purpose or best interests of the Alliance.

5.11 Vacancies; Temporary Directors. Vacancies on the Board of Directors other than a vacancy because of the completion of a Director's term, shall be filled by the elected body of the representative Member to serve until next annual meeting at which time the representative Member shall appoint a Director. A temporary Director may be reappointed to serve a full term on the Board of Directors.

5.12 Presumption of Assent. A Director of the Alliance who is present at a meeting of the Board of Directors or any committee thereof of which he is a member at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment. Such right to dissent shall not apply to a director who voted in favor of such action.

5.13 Committees. The Board of Directors of this Alliance may by resolution adopted by a majority of the total Board of Directors designate committees for such purposes and with such authority as the resolution may provide, and appoint such members of the Board of Directors of the Alliance to serve on said committee as the resolution may designate.

There shall be the following standing committees: Executive, Finance, and Public Relations. Committees may consist of Directors and advisors to the Board of Directors. Advisors may vote on committee. All Committees are under supervision of the Board of Directors, and Committee actions may be overruled by the Board of Directors.

The persons to serve on the committees shall be nominated by the President and approved by the Board of Directors. The standing committees shall be appointed at the annual meeting. All committee appointments shall be for one year. If a vacancy occurs on a standing committee the Board of Directors shall elect a new member. Minutes shall be kept for all committee meetings and shall be placed on file in the business offices of the Alliance within one week of such meetings.

(A) Executive: The Executive Committee shall consist of the President, Vice President, Secretary, and Treasurer. The Executive Committee may exercise delegated powers and perform the duties of the Board of Directors between meetings of the Board of Directors, but shall not amend the Bylaws, or make rules or regulations governing nominations for appointments.

(B) Finance: Finances, a function of the Executive Committee, shall prepare an annual budget, for approval by the Board of Directors. They shall examine the monthly financial status and perform such other duties as may be prescribed by the Board of Directors.

(C) Public Relations: The Public Relations Committee will act as liaison to other groups and create any written publications as deemed necessary by the Board of Directors.

(D) Ad Hoc: Ad hoc Committees may be appointed and terminated at any time, by the President, according to needs of the Alliance.

5.14 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, Bylaws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the Directors then in office. These action taken by unanimous consent without a meeting cannot include the spending of funds.

5.15 Advisors to the Board. The Board of Directors may invite up to 8 various organizations or individuals, including, but not limited, to utilities, financial institutions, education, professional associations, governmental agencies, and others, to participate for a term of one year as Advisors to Alliance. However, their participation at the Board of Director meetings shall be without voting privileges. Advisors may be invited to serve again at the expiration of the one year term.

ARTICLE VI. OFFICERS

6.01 Number. The principal officers of the Alliance shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be elected by the Board of Directors from its membership. A Member may not have more than two currently serving principal officers. The Board of Directors may create and elect or appoint other officers and assistant officers as may be deemed necessary by the Board of Directors. Officers will not receive compensation for their service as an officer of the Alliance.

6.02 Election and Term of Office. The officers of the Alliance shall be elected by the Board of Directors at their annual meeting held in the month of January each year. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected or until his prior death, resignation or removal.

6.03 Separation of Board Officer. An officer may be removed by the Board of Directors whenever, in its judgment, the officer's actions are in conflict with the purpose or best interests of the Alliance.

6.04 Vacancies. A vacancy in any principal office because of death, resignation, removal or otherwise, shall be filled by the representative Member.

6.05 President. The President shall be the principal executive officer of the Alliance and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Alliance. He shall, when present, preside at all meetings of the Board of Directors. He shall have authority to sign, execute and acknowledge, on behalf of the Alliance, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Alliance's regular business, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors, he may authorize the Vice-President or other officer or agent of the Alliance to sign, execute and acknowledge such documents or instruments in his place and stead. In general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6.06 Vice-President. In the absence of the President or in the event of his death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Vice-President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. The execution of any instrument of the Alliance by the Vice-President shall be conclusive evidence, as to third parties, of his authority to act in the stead of the President.

6.07 Secretary. The Secretary shall: (a) keep the minutes of the meeting of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Alliance records and of the seal of the Alliance, if any, and see that the seal of the Alliance is affixed to all documents the execution of which on behalf of the Alliance under its seal is duly authorized; (d) in general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors. The Secretary may delegate the recording of the minutes, but the Secretary is responsible for content.

6.08 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Alliance; (b) receive and give receipts for moneys due and payable to the Alliance from any source whatsoever, and deposit all such moneys in the name of the Alliance in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general perform all of the duties incident to the Office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to them by the President or by the Board of Directors. The Board of Directors may require the Treasurer to give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors may determine. The Treasurer may delegate certain tasks relating to the finances of the Alliance, but the Treasurer is responsible for financial books.

6.09 Other Officers. All other officers have the duties and responsibilities as from time to time are assigned to them by the President or Board of Directors.

6.10 Indemnification. The Alliance may indemnify any director or officer to the fullest extent permitted by the North Carolina Nonprofit Corporation Act. The Alliance may purchase and maintain insurance to cover some or all of the obligations placed on the Alliance by this section, and if such insurance is in force, the individual and the Alliance shall first look to the insurance carrier under their coverage. The right of indemnification herein provided shall extend to the estate, personal representative, administrator guardian and conservator of any deceased or former director or officer or person who himself would have been entitled to indemnification. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such director or officer may be entitled.

ARTICLE VII. CONTRACTS, LOANS, CHECKS, AND DEPOSITS;

7.01 Contracts. The Board of Directors may authorize any officer or Director, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Alliance, and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment or pledge made by the Alliance shall be executed in the name of the Alliance by the President or the Vice-President and by the Secretary or Treasurer; the Secretary when necessary or required shall affix the corporate seal, if any, thereto; and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

7.02 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Alliance and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

7.03 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Alliance, shall be signed by two authorized officers or agents of the Alliance and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

7.04 Deposits. All funds of the Alliance not otherwise employed shall be deposited from time to time to the credit of the Alliance in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

ARTICLE VIII. TAX EXEMPT STATUS

8.01 Prohibitions. No part of any net earnings of the Alliance may accrue to the benefit of or be distributed to its Members, directors, or other persons, except that the Alliance is authorized and empowered to pay reasonable compensation for services rendered to its employees, if any, consultants and contractors and to make payments for services and supplies in furtherance of its purposes. The Alliance may not engage in activities concerned with propaganda or other partisan attempts to influence legislation, and may not participate or intervene in political campaigns or activities on behalf of any

candidates for public office. Notwithstanding any other provisions of the Bylaws, the Alliance may not carry on any other activities not permitted to be carried on by an organization: (a) exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code; or (b) exempt from taxation under state law.

8.02 Dissolution. The Alliance may be dissolved and its business and affairs terminated upon a vote of two-thirds majority of its Members at a meeting of which published notice or written notice mailed to each Member shall be given. Such notice shall state the purpose of the proposed meeting.

In the event of the dissolution of the Alliance, the Board of Directors, after paying or making provisions for the payment of all liabilities, must dispose of all assets of the Alliance exclusively for the purpose of the Alliance, as set forth in Article III, in such a manner as the Board of Directors deems appropriate. This disposition may include disposition to any other organization(s) organized and operated exclusively for charitable purposes, which at the time be qualified as an exempt organization or organizations under Section 501(c)(3), and 170(c)(2) of the Internal Revenue Code or any similar provision of South Carolina law and any corresponding future United States Internal Revenue Law or South Carolina law. Any assets not so disposed must be disposed by the Court of Common Pleas of the County in which the principal office of the Alliance is located, exclusively for the Purposes stated in Article IV.

ARTICLE IX. CONFLICT OF INTEREST POLICY

9.01 Purpose. The purpose of the conflict of interest policy is to protect the Alliance's tax-exempt interest when the Alliance is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director or an officer or might result in a possible "excess benefit transaction." This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

9.02 Definitions. For purposes of this Article, the following terms have the meanings ascribed.

(A) "Board" means the Board of Directors and includes committees with Board of Directors-delegated powers.

(B) "Compensation" means direct and indirect remuneration as well as gifts or favors that are not insubstantial.

(C) "Financial interest" means, a situation in which a person has, directly or indirectly, through business, investment or family:

- i. an ownership or investment interest in any entity with which the Alliance has a transaction or arrangement;

- ii. a Compensation (defined below) arrangement with the Alliance or with any entity or individual with which the Alliance has a transaction or arrangement; r
- iii. a potential ownership or investment interest in, or Compensation arrangement with, any entity or individual with which the Alliance is negotiating a transaction or arrangement.

(D) “Interested Person” mean any Director or Officer who has a direct or indirect Financial Interest (defined below).

9.03 Procedures. The existence of a Financial Interest is not necessarily a conflict of interest. Under Section 3, subpart (B), a person who has a Financial Interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

(A) Duty to Disclose. In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Directors considering the proposed transaction or arrangement.

(B) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the Interested Person, the Interested Person must leave the Board meeting while the determination of a conflict of interest is discussed and voted on. The remaining Directors shall decide if a conflict of interest exists.

(C) Procedures for Addressing the Conflict of Interest.

- i. An Interested Person may make a presentation at the Board meeting, but after the presentation, the Interested Person must leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- ii. The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- iii. After exercising due diligence, the Board shall determine whether the Alliance can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Alliance’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination

it shall make its decision as to whether to enter into the transaction or arrangement.

(D) Violations of the Conflict of Interest Policy.

- i. If the Board has reasonable cause to believe a Director has failed to disclose actual or possible conflicts of interest, it shall inform the Director of the basis for that belief and afford the Director an opportunity to explain the alleged failure to disclose.
- ii. If, after hearing the Director's response and after making further investigation as warranted by the circumstances, the Board determines the Director has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

9.04 Records of Proceedings. The minutes of the Board shall contain:

(A) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(B) The names of persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

9.05 Compensation.

(a) A Director who receives Compensation, directly or indirectly, from the Alliance for services is precluded from voting on matters pertaining to that Director's Compensation.

(B) A Director, whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Alliance, either individually or collectively, is prohibited from providing information to the Board regarding Compensation and is precluded from voting on matters pertaining to that Director's Compensation.

9.06 Annual Statements. Each Director and Officer shall annually sign a statement which affirms that that person:

- (A) Has received a copy of the conflicts of interest policy;
- (B) Has read and understands the policy;
- (C) Has agreed to comply with the policy; and

(D) Understands the Alliance is charitable and to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

9.07 Periodic Reviews. To ensure the Alliance operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct periodic reviews. The periodic reviews must, at a minimum, include the following subjects:

(A) whether Compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and

(B) whether partnerships, joint ventures, and arrangements with management organizations conform to the Alliance's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

9.08. Use of Outside Advisors. When conducting the periodic reviews as provided for in Section 7, the Alliance may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE X. MISCELLANEOUS

10.01 Fiscal Year. The fiscal year of the Alliance shall commence the first day of July and end the 30th day of June in each year.

10.02 Financing. The initial membership contribution is \$4,000 per member which shall be used only for legal costs, administrative costs, start-up costs, and general meeting costs. The annual membership contribution due for the next succeeding fiscal year shall be set each year at the annual meeting by a two-thirds vote of the Board of Directors in office at the time of the vote. All membership contributions are due to the Alliance July 1 of each fiscal year.

Each fiscal year budget must be agreed on by all Members which agreement may be evidenced by a two-thirds vote of the Board of Directors at the time of the vote. The Board of Directors shall develop a long term financing method within a reasonable amount of time following the first meeting. This financing method shall be presented and approved by the initial Members. Any multi-year agreements shall be approved by Members if multi-year funding has not been secured.

10.03 Corporate Seal. The Board of Directors may direct the Secretary to acquire a corporate seal. Until such time as that action is taken, this Alliance will not have a seal.

10.04. Rules of Procedures. Rules of Procedure for the Alliance shall be adopted within one year of the adoption of its Bylaws and shall be reviewed annually at its first meeting of each new year.

10.05 Amendment. All or any portion of these Bylaws may be amended or repealed by a resolution passed by the affirmative vote of at least two-thirds of all of the Board of Directors then in office provided, however, that no amendment to the Bylaws may be made that are in conflict with the Articles of Incorporation.



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: September 23, 2014

SUBJECT: CMAQ 4957 Supplemental Agreement

General Information:

CRTPO amended the current TIP for C-4957 for an additional \$286,666.00 in Federal Funds. To receive the additional funding, the Town must agree to a 20% local match of \$71,665.00. These additional funds will be allocated to the Rogers Road Sidewalk Project.

Required actions:

Council Approval

Attachment:

NCDOT Supplemental Agreement

NORTH CAROLINA
UNION COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 8/22/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-4957 A

AND

WBS ELEMENTS: PE

ROW

TOWN OF INDIAN TRAIL

CON 44057.3.1

OTHER FUNDING:

FEDERAL-AID #: CMS-1008(16)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$286,666

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the Town of Indian Trail, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 9/9/2009, entered into a certain Project Agreement for the original scope: To provide approximately 12,000 linear feet of sidewalk located on the north side of Rogers Road to complete the Wesley Chapel-Stouts sidewalk project; programmed under Project C-4957 A; and,

WHEREAS, the Municipality has received an additional allocation of CMAQ funds from the Mecklenburg-Union Metropolitan Planning Organization (MUMPO); and,

WHEREAS, the Municipality has requested additional time to complete the Project;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

FUNDING

The Department's original participation was \$551,976. The Department agrees to reimburse the Municipality an additional \$286,666 of Congestion Mitigation and Air Quality (CMAQ) funds. The Municipality will provide \$71,665 as the non-federal (local) match. Total amounts are reflected in the revised funding table below:

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
CMAQ	\$838,642	80%	\$209,660	20%
Total Estimated Cost		\$1,048,302		

RESPONSIBILITIES

The Municipality shall complete the Project by September 30, 2015. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

OTHER PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;

- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

USEFUL LIFE

No longer applicable

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$838,642 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

TITLE VI

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.

E-VERIFY COMPLIANCE

Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and Town of Indian Trail on 9/9/2009, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the North Carolina Department of Transportation and the Town of Indian Trail by authority duly given.

L.S. ATTEST:

TOWN OF INDIAN TRAIL

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ (Governing Board) of the Town of Indian Trail as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Indian Trail

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Town of Indian Trail

Memo

TO: Town Council
FROM: Peggy Piontek
DATE: September 23, 2014
SUBJECT: Revised 2014 Town Council Meeting Schedule



Approval of the revised meeting scheduled is requested to correct the dates of the October Town Council Meetings.



2014 Council Meeting Schedule

All meetings start at 6:30 pm

January	14	&	28	
February	11	&	25	
March	11	&	25	
April	8	&	22	
May	13	&	27	
June	10	&	24	
July	8	&		No second meeting this month
August	12	&	26	tentative
September	9	&	23	
October	14	&	28	
November	Wednesday 12	&	25	Town Hall closed on Tuesday – Vets Day meeting moved to Wed
December	9			No second meeting this month



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 23rd, 2014

SUBJECT: Future Location of Possible Town Hall/Community Center

Council Member Gary Savoie requested to hold a Public Hearing on the possible future location of a Town Hall/Community Center. On Saturday, September 6, 2014, the Town Council discussed a number of options. However, the Council primarily is looking at the Town Center property off Indian Trail Road and the town-owned property off Matthews-Indian Trail Road across from Chestnut Square Park. The Public Hearing was advertised in the Legal Section of the Charlotte Observer Union News on 9/17/2014, and it has been advertized on the Town's website.



Town of Indian Trail

Memo

TO: Mayor and Town Council

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

COUNCIL DATE: September 23, 2014

SUBJECT: Bike and Pedestrian Projects Statement of Commitment

General Information:

Staff submitted Bike and Pedestrian projects to the Charlotte Regional Transportation Planning Organization (CRPTO) and NCDOT Division 10 for scoring and ranking in NCDOT's strategic prioritization process. Two Town projects were selected for consideration:

Project	Cost Estimate	80% Federal Funds	20% Town Match
Highway 74 Multi-Use Path	1,099,285.00	879,428.00	219,857.00
South Fork Greenway	1,295,000.00	1,036,000.00	259,000.00

In order to secure these Federal funds, the Town must commit to a 20% match for the above listed bike and pedestrian projects. This does not guarantee that these projects will be included in the NCDOT 10-year work program.

Required actions:

Council Direction

Attachment:

Statement of Commitment



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 23, 2014

SUBJECT: Town Donation Policy

Town staff is drafting a Donation Policy per the Town Council's request. When staff review is completed we will post the Policy for review.

jaf



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 23, 2014

SUBJECT: Charter School Resolution

Town staff is drafting a Charter School Resolution per the Town Council's request. When staff review is completed we will post the Resolution for review.

jaf



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 23rd, 2014

SUBJECT: Park Update

Staff will present a construction update on Chestnut Square Park and Crooked Creek Park.

jaf



TO: Mayor and Town Council

FROM: Lindsey Edmonds

DATE: September 16, 2014

SUBJECT: 2015 Citizens' Academy

At a previous Council meeting, Council requested that staff organize a second Citizens' Academy program.

Attached please find staff recommendations for the 2015 Indian Trail Citizens' Academy.



Citizens' Academy

2015

Schedule:

- Program will begin Thursday, Jan. 15, 2015, and end Thursday, March 5, 2015.
- Sessions will be held once a week in the evening from 6-8 p.m., and the recommended day is Thursday.
- There will be a total of 8 sessions.
- Recommended class size is 15-20 participants.
- Program is free.
- Interested residents must register in advance, with applications being accepted on a first-come, first-serve basis.
- Applications will be available on the Town's website beginning Oct. 1, and registration will remain open through Dec. 3 or until all available places have been filled.

Session Topics:

- Session topics will correspond to functional units and departments within the Town.
- Topics will include:
 - Welcome: Government and Organization Overview and Town History
 - Budget and Finance
 - Public Safety
 - Community & Economic Development
 - Parks & Recreation
 - Public Services Part 1: Planning
 - Public Services Part 2: Engineering and Public Works
 - Graduation

Graduation Criteria:

- Participants cannot miss more than one class.
- Participants must attend one Town Council Meeting while in the Academy.
- Participants must attend one other board/committee meeting while in the Academy.

Program Evaluation:

- Participants will have the opportunity to evaluate each session.

Session Field Trips:

- Session 3: Public Safety
 - Held at the Hemby Bridge Fire Station
- Session 4: Parks & Recreation
 - Held at Carolina Courts or possibly outdoors at the park (depending on weather)