



**Town of Indian Trail
Minutes of Town Council Regular Meeting
September 8, 2015
Civic Building
6:30 P.M.**

MINUTES

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: David Cohn, Gordon B. Daniels, David W. Drehs and Gary M. Savoie.

Absent Members: Christopher King

Staff Members: Town Manager Joe Fivas, Town Clerk Kelley Southward, Town Attorney Keith Merritt, Finance Director Marsha Sutton, Planning Director Rox Burhans, Director of Community & Economic Development Kelly Barnhardt, Director of Parks & Recreation Jason Tryon and Communications Coordinator Mike Parks.

CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Alvarez called the Meeting to order at 6:30 PM and led the Pledge of Allegiance to the Flag. It was noted that Councilman Christopher King was not yet present. Mayor Alvarez read a statement at staff's behest noting that the Public Hearing for the zoning text amendment ZT2015-003 regarding Heritage Tree Protection would not be heard this evening but rather, at a future Town Council meeting.

ADDITIONS AND DELETIONS

Councilman Savoie noted that only two bids were received for the resurfacing contract and that there needed to be at least 3 bids to move forward. *To that end, Councilman Drehs moved to remove Business Item 9b from the agenda and the motion carried unanimously.*

MOTION TO APPROVE AGENDA

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

PRESENTATIONS

None.

PUBLIC COMMENTS

Mayor Alvarez reminded everyone of the Public Comment Guidelines.

Mr. Michael Faulkenberry of 519 Picketts Circle, addressed Council first. He read an excerpt from a September 2, 2015 Florida newspaper describing a finalist for a City Manager position. He said that it is not in the Town Manager's job description to set goals unless directed by Council or to influence or promote any bond referendums. He asked what parks have been completed. He stated that Chestnut Square Park was reduced from 51 acres to 40 acres and felt that Crooked Creek Park was nowhere near completion. Stallings only spent \$80,000 for all of their playground equipment and we have spent \$500,000 for playground equipment at two parks. He opined that a private business is burdening the limited parking at one park. On June 5th Mr. Faulkenberry submitted a public information request for a copy of the property layout of the proposed rezoning of the property across from Carolina Courts; proposed to be rezoned to institutional. He was disappointed that the request was not filled until June 25th which was after the subject matter was addressed at two meetings. Further, he was not satisfied with what he received in regard to his request.

Ms. Cathi Higgins of 3004 Clover Hill Road was next to address the Council. She thanked the Town Council for reappointing her to the Indian Trail Planning Board last month. She expressed how and why she enjoys serving on this important Board. The Council thanked her for her service.

LAW ENFORCEMENT UPDATE

Lt. Chase Coble addressed Council giving an update of activity in August: calls were 1,085; self-initiated activities were 1,518; 116 motor vehicle accidents; 262 criminal reports were taken; and average response time was down to 8 minutes, 32 seconds. August yielded a lot of car break-ins; 4 individuals are facing over 500 charges relating to this wave of break-ins. His department is pushing for NC DOT to perform some traffic safety improvements in Town. A new Deputy started today and two more are slated to start later this month. A cooperative under-age sales of alcohol operation that began in April completed in August. Two establishments in Indian Trail, out of sixteen sampled, sold to an under-age individual. Upon question, Lt. Coble noted that he was still awaiting some information from staff regarding the upcoming fall events in Town prior to finalizing his plan of action. As for the parking plan he is aware that spaces are being counted; the Town Manager is more familiar with the complete parking plan. Upon query, Lt. Coble noted that the County Commissioners have approved the amended agreement for more deputies in Indian Trail and it should be coming before this Council for subsequent approval soon.

CONSENT AGENDA

- a. Approval of the August 5, 2015 Special Meeting draft minutes
- b. Approval of the August 11, 2015 Regular Meeting draft minutes
- c. Approval of Budget Amendments
- d. Approval of Tax Month End August 2015
- e. Approval of a Cash Management Policy
- f. Approval of Tax Refund in Excess of \$500

- g. Approval of Recycling Grant
- h. Approval of Street Closures
- i. Approval of Removal of Robert Tosti from the Public Safety Advisory Committee
- j. Approval of PlayPrints Grant
- k. Approval of AdHoc Committee member

Councilman Savoie moved to approve the Consent Agenda, as presented.

Councilman Cohn inquired about item 7i; Mr. Fivas explained that this was an attendance issue and the Public Safety Advisory Committee requested the Council consider this matter. *Mayor Alvarez called for a vote to the motion on the table, which carried unanimously.*

PUBLIC HEARINGS -Please adhere to the following guidelines:

- * Proceed to the podium, and state your name and address clearly;
- * Be concise; avoid repetition; limit comments to three (3) minutes or less;
- * Designate a spokesperson for large groups

As Mayor Alvarez stated at the onset of the meeting, the zoning text amendment related to Heritage Tree Protection would be heard at a future Council Meeting.

BUSINESS ITEMS

a. Council consideration of approval of a Comprehensive Transportation Plan.

Town Manager Joe Fivas gave a detailed Power Point presentation of the Comprehensive Transportation Plan noting the history of Indian Trail's streets, what is currently taking place and outlining 5 and 10 year goals; **a copy of his presentation is attached hereto and made part of these minutes.** Mr. Fivas sought Council's direction in three areas.

First, is Council ready for staff to prepare and send out Requests for Qualifications (RFQ) for a design, permitting and right-of-way (ROW) consultant for Chestnut Parkway? Councilman Daniels asked if staff could compile a list of the top 3 projects that would only involve local funding. After a brief discussion, Mr. Fivas said that staff could produce such a list.

Councilman Savoie, the Town's transportation representative on the Regional Planning Organization (RPO), noted that other towns in the area are joining together to try to get DOT to combine projects and get started. Local DOT representatives seem in favor of the collaborative efforts but are now trying to convince Raleigh to approve everything so that work can commence. He explained the possibility of DOT reimbursement if the Town moves forward in funding a project on DOT streets; the reimbursement would also include reimbursement of interest.

Regarding the Old Monroe widening project Councilman Cohn opined, while still not ideal, he'd like to see it moved up to 2020, as Mr. Fivas reported may be the case; it's better than 2024. He inquired the cost of the RFQ and if the Transportation Advisory Committee gave input. Mr. Fivas noted that funding for the next phase of the Chestnut Parkway was included in the current Fiscal Year 2015-2016 (FY 15-16) Budget. Councilman Drehs sought clarification; the RFQ should only cost staff time; costs would come back before Council for final approval. Mr. Fivas confirmed such was correct. *Councilman Drehs moved to approve preparing and sending out an RFQ for a design, permitting and ROW consultant for Chestnut Parkway and the motion carried by way of a unanimous vote.*

Second, Mr. Fivas sought Council's consideration of approving staff to begin the RFQ process for consultant for Indian Trail Road Widening and Streetscape. This item has also been included in the FY 15-16 Budget. Research on many of the pieces of this project has been completed. Is Council ready to put the pieces together in a complete project plan? NCDOT advises that doing such will take about a year. Approving staff to begin the RFQ process will be the first step in moving forward. *Councilman Drehs moved to empower staff to begin the RFQ process for Indian Trail Road Widening and Streetscape; the motion carried unanimously.*

Finally, Mr. Fivas sought direction and feedback from Council on the proposed Greenway System. The Town has acquired \$2 million in grants over the next 4 or 5 years to be used for this purpose. Essentially, these are 10'-12' pathways adjoining residential neighborhoods intended for walking or biking to help alleviate some congestion on our roads. Councilman Savoie said it's worth further investigation. Mr. Fivas clarified that this matter wasn't included in the FY 15-16 Budget. After some discussion Council asked staff to bring back a detailed plan and information about the grants; no action was needed at this time.

b. Council consideration of awarding bid upon presentation of 2015 Resurfacing Contract Bid Results.

This item was removed from the agenda during Additions and Deletions.

c. Council consideration of approval of Dog Park Policies & Procedures

Mr. Jason Tryon, Director of Parks and Recreation, gave a presentation of the procedure for obtaining a pass to the dog park and the proposed policy/rules that his department has drafted. **A copy of the Dog Park Policies and Procedures is attached hereto and made a part of these minutes.** Basically, a key card is needed to enter the dog park. These are issued at the Cultural Arts Center and Town Hall, on annual basis, after completing an application and providing proof of vaccinations. The passes are free to Indian Trail residents and cost \$50 (for

the first dog plus \$25 for each additional dog) for non-residents. After swiping-in visitors will be in a containment area where they can remove leashes from their dog(s) and then enter the appropriate dog park area. There are separate areas for small and large dogs. Owners would be limited to a maximum of three dogs. Council expressed some concerns over how people could abuse and/or become non-compliant with the policies but would give it a try. Mr. Tryon said that in his research of other areas this process ensures the most safety for people and pets and therefore protects the Town. *Councilman Savoie moved to approve the Dog Park Policies and Procedures, as presented; the motion carried unanimously.*

d. Council consideration of approval of digital permitting system

The digital permitting system is included in the FY 15-16 Budget. After in-depth research and a selection process Planning Staff is recommending the Town use Infovision Software (**contract attached hereto and made a part of these minutes**). *Councilman Daniels moved to approve the digital permitting system presented by staff; the motion carried unanimously.*

DISCUSSION ITEMS

Councilman Cohn was recognized and stated that he believes if a Council member is going to be unable to attend a meeting then they should let either the Mayor or Town Manager know beforehand so that we don't risk not having a quorum present. Town Attorney Keith Merritt interjected noting that this matter is not on the agenda so if the Board would like to discuss the issue then there should be a motion to suspend the agenda rules for the said purpose. *To that end, Councilman Cohn moved to suspend the agenda rules to add discussion of Council member attendance at meetings; the motion carried unanimously.* Councilman Cohn said obviously Councilman King had not informed anyone prior to tonight's meeting that he was going to be unable to attend. Councilman Cohn felt it puts Council at risk of not having a quorum present if someone, either the Mayor or Town Manger, is not notified in advance. He felt it would just be a professional courtesy for one to make a phone call or send an email. Town Attorney Merritt said that setting rules for conduct in this nature is more aspirational than anything; elected officials cannot be made to follow such guidelines. It won't hurt to establish the guideline but there is no consequence if an elected official doesn't comply; there is no State Statute governing Council member attendance. The other Council members agreed to the guideline that members should call or email the Mayor or Town Manager if they'll be unable to attend a meeting. They did not feel that anything needed reduced to writing at this time.

MANAGER'S REPORT

Mr. Fivas had nothing to report.

COUNCIL COMMENTS

Councilman Cohn: at this point had no comment other than to thank those who attended the meeting.

Councilman Drehs: shared that he recently attended the graduation of his nephew's son from basic

training at Fort Jackson; it made him wish he was 19 again. The pride his nephew had was amazing.

Councilman Savoie: thanked everyone for attending this evening; staff for their hard work and presentations they made this evening; and Lt. Coble for everything he and his team does.

Mayor Alvarez: reminded everyone that Friday is September 11th; Patriot's Day. The Town will host a small ceremony at 8AM at Crossing Paths Park. He urged everyone to take the time to say "thank you" to a first responder and a law enforcement officer; buy them a cup of coffee or lunch if you can. Show those who risk their lives for us every day that their service is appreciated.

Councilman Daniels: thanked everyone for attending. He also thanked all the candidates that are running for Town Council. It plays in his mind that prior to being on Council a member of Council relayed to him that things thought of and said with the best of intentions are not as easily accomplished. He has found that to be very true and asked candidates to keep that in mind.

Councilman Cohn: asked to make a comment at this point and was recognized. He told how he recently attended a football game with his granddaughter. The morale of the story was that people are listening; even when you don't realize it, someone is always listening.

CLOSED SESSION

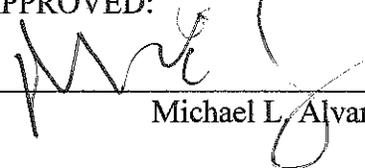
None.

ADJOURN

Councilman Daniels moved to adjourn the meeting at approximately 8:18 PM and the motion carried unanimously.



APPROVED:



Michael L. Alvarez, Mayor

Attest:



Kelley Southward, Town Clerk

MAYOR
Michael L. Alvarez

MAYOR PRO TEM
David L. Cohn



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

Town Council Regular Meeting
September 8, 2015
Civic Building
6:30 PM

AGENDA

1. CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE
2. ADDITIONS AND DELETIONS
3. MOTION TO APPROVE AGENDA action
4. PRESENTATIONS
5. PUBLIC COMMENTS
6. LAW ENFORCEMENT UPDATE
7. CONSENT AGENDA
 - a. Approval of the August 5, 2015 Special Meeting draft minutes
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 - i. Approval of Removal of Robert Tosti from the Public Safety Advisory Committee

- j. Approval of PlayPrints Grant
- k. Approval of AdHoc Committee member

8. PUBLIC HEARINGS

-Please adhere to the following guidelines:

- Proceed to the podium, and state your name and address clearly;
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9. BUSINESS ITEMS

- a. Council consideration of approval of a Comprehensive Transportation Plan.
- b. Council consideration of awarding bid upon presentation of 2015 Resurfacing Contract Bid Results.
- c. Council consideration of approval of Dog Park Policies & Procedures
- d. Council consideration of approval of digital permitting system

10. DISCUSSION ITEMS

11. MANAGER'S 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 email address is ksouthward@admin.indiantrial.org the phone number is 704-821-5401



TO: Mayor and Town Council
FROM: Joe Fivas
CC: Marsha Sutton
DATE: September 8, 2015
SUBJECT: Budget Amendments for September 8th Meeting

Please find attached budget amendments processed through:

- June 30, 2015, as of September 1st, 2015

We are still performing year end work and other June 30th budget amendment may follow.

- Budget amendments for the current year as of September 1st, 2015

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

**TOWN OF INDIAN TRAIL
BUDGET TO BUDGET AMENDMENT REQUEST**

2015

DATE: 6/30/15

DEPARTMENT: Various

Account Number	Account Description	(Transfer In / Out)	Amount
10-20-4510-396-000	Filing Fees	Out	400 ⁰⁰
10-20-4510-397-000	Contract Services	In	400 ⁰⁰
10-30-4710-231-000	Brooding Items	Out	2,500 ⁰⁰
10-30-4710-397-004	Bulk Waste Tipping Fees	In	2,500 ⁰⁰
10-40-4260-212-000	Uniforms	Out	400 ⁰⁰
10-40-4260-121-000	Salaries	In	400 ⁰⁰
10-80-6130-496-003	Chestnut Sq/Crooked Crk Proj	In	400 ⁰⁰
10-80-6130-571-000	Office Furn & 5,000	Out	400 ⁰⁰

EXPLANATION:
Year End Reallocation s

REQUESTED BY: _____

FINANCE: Marsha D Sutton

TOWN MANAGER: [Signature]

For Finance Dept Only:
 EFFECTIVE DATE: 6/30/15 JOURNAL NO. ASSIGNED: 497
 FISCAL YEAR: 2015 ENTERED: agaddy
 PERIOD: 12 DATE: 8/14/15

**TOWN OF INDIAN TRAIL
BUDGET TO BUDGET AMENDMENT REQUEST**

DATE: 8/31/15

DEPARTMENT: Various

Account Number	Account Description	(Transfer In / Out)	Amount
10-00-4130-397-002	Maint. Contracts	Out	1,000 ⁰⁰
10-00-4130-671-000	IT Hardware	Out	1,500 ⁰⁰
10-00-4130-397-004	DPS Service Fee	In	2,500 ⁰⁰
10-00-5000-185-000	Unemployment Insurance	Out	200 ⁰⁰
10-00-5000-260-001	First Aid Supplies	In	200 ⁰⁰
10-80-6130-511-000	Office Furniture	Out	200 ⁰⁰
10-80-6130-491-000	Dues & Subscriptions	In	200 ⁰⁰

EXPLANATION:
Reallocate funds within departments.

REQUESTED BY:

FINANCE: Masha D. Sutto

TOWN MANAGER: Jeffrey Evans

For Finance Dept Only:
 EFFECTIVE DATE: 8/31/15 JOURNAL NO. ASSIGNED: 502
 FISCAL YEAR: 2016 ENTERED: A. Gaudin
 PERIOD: 2 DATE: 9/1/15

Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Joe Fivas

CC: Marsha Sutton, Alicia Massey

DATE: September 8, 2015

SUBJECT: Month End August 2015



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

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

Description	Count	Arrears/Other	Principal			Penalty	Total
			2015	2016	Future		
Billing	446	0.00	11,150.83	0.00	0.00		11,150.83
Payments	899	143.94-	164,175.77-	0.00	0.00	0.00	164,319.71-
Reversals	0	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments	1471	0.00	1,960.75-	0.00	0.00	0.00	1,960.75-
Apply Over	0	0.00	0.00	0.00	0.00	0.00	0.00
Rev Appl Ovr	0	0.00	0.00	0.00	0.00	0.00	0.00
Penalty	<u>0</u>					<u>0.00</u>	<u>0.00</u>
Totals	<u>2816</u>	<u>143.94-</u>	<u>154,985.69-</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>155,129.63-</u>



TO: Mayor and Town Council
FROM: Joe Fivas
CC: Marsha Sutton
DATE: September 8, 2015
SUBJECT: Cash Management Policy Revision September 8th, 2015

After performing a review of the Cash Management Policy and discussing the policy with our auditors. We decided to make the following revision to the policy.

The policy previously indicated we would on occasion seek advice of the auditors regarding cash management decisions. In order for the auditors to perform compliance testing on the cash management policy during the annual financial audit, they cannot be a part of the cash management decision process.

This is the only change to the previous policy.

TOWN OF INDIAN TRAIL
CASH MANAGEMENT POLICY

This Cash Management Policy is being established in order to develop a cash management plan for the Town of Indian Trail. Objectives of this plan are to:

1. Link long-term financial planning with short-term daily operations and decision making.
2. Increase the amount of idle moneys invested.
3. Generate non-tax revenues through increased investment earnings.
4. Ensure safety and liquidity of the Town's moneys.
5. To comply with the North Carolina Budget and Fiscal Control Act and the policies of the North Carolina Local Government Commission (the "LGC").

This plan will address five areas: cash receipts, cash disbursements, banking relations, investments, and monitoring and reporting on the plan.

In addition to establishing this Cash Management Plan, the Finance Director will implement internal controls designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, or imprudent actions by employees and officers of the Town. The Finance Director will ensure, whenever possible, separation of duties for handling public funds and assets.

Plan Administration

The Finance Director, with the advice and assistance of the Town Manager and Town Council is charged with developing and implementing a uniform Town plan to carry out the cash management policy for the entire Town. This Town policy outlines the policies, duties, responsibilities and requirements for cash management within the Town on a broad basis.

Cash Management Over Receipts:

The objectives of cash management over receipts are to use diligence in collecting funds owed to the Town, to provide internal control over cash and cash equivalents and to expedite the movement of moneys collected into interest bearing accounts. The official depositories/banks shall be approved by the Council of the Town of Indian Trail. To accomplish these objectives, all plans adopted will include these rules:

1. Except as otherwise provided by law, all funds belonging to the Town and received by an employee of the Town in the normal course of their employment shall be deposited as follows:

- a. Deposits are to be made daily into an official depository pursuant to G.S. 159-32.
 - b. Maintain sufficient records of trust/escrow requirements for moneys received for specific beneficiaries/developments for which the Town has a duty to deposit to an official depository/bank.
2. Checks received and deposited which are returned for insufficient funds will receive prompt action in collection of good funds.
 3. Adjustments or corrections for overpayment will be made after the moneys are deposited. It is seldom necessary to return a check written incorrectly. Employees will not delay in depositing moneys of this type. Refunds necessary from errors shall be made by Town check through cash disbursements.
 4. No official or employee shall have the authority to cash a check payable to the Town. This does not include replenishment of Petty Cash or the Cash fund with limits of \$250 and \$350, respectively.
 5. No official or employee shall have the authority to open a bank account in the name of the Town or any of its departments using public funds without prior approval of the Town Council or Town Manager and Finance Director.
 6. All public funds shall follow the daily deposit guidelines.
 7. The Finance Director, or the Director's appropriate designee, shall conduct at least two random or risk based internal audits of cash receipting location per fiscal year.

Billing

Applications and reports to the state or federal government for reimbursement or claims are to be filed promptly. All department heads who administer programs that receive money from other governments are to meet with the Finance Director to establish a cash flow/Town reimbursement schedule for these moneys.

For tax billing, the objective shall be to reduce the processing time so payments will be received at the earliest date possible. A late payment charge will be assessed to all delinquent accounts as follows:

January – Due to the increased activity of this month and allowing for sufficient time and receipt of properly postmarked mail, the Town Tax Collector will decide on which date to apply interest as taxes must be postmarked by January 5th. Otherwise, delinquent interest will be charged as of the 1st day of each month.

The Town Council directs the Tax Collector to advertise delinquent taxes on real property for failure to pay during March of each year.

Analysis of Receipting Function

The Finance Director will meet with each department head that is responsible for a revenue source of the Town to review the billing, collecting, depositing and reporting procedures.

Collateralization for deposits shall be in accordance with title 20, Chapter 7 of North Carolina Administrative Code. All deposits for the Town shall be fully protected through deposit insurance and eligible collateralization securities. For all deposits held in financial institutions which utilize the Pooling Method for collateralization, the Finance Director shall maintain all necessary documentation to show that the responsibility of monitoring collateral levels in now with the State Treasurer.

All deposits of the Town are either insured or collateralized by using one of two methods. Under the Dedicated Method, all deposits that exceed the Federal depository insurance coverage level are collateralized with securities held by the Town's agents in the Town's name. Under the Pooling Method, which is a collateral pool, all deposits in excess of FDIC Insurance Coverage are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer. Since the State Treasurer is acting in a fiduciary capacity for the Town, these deposits are considered to be held by the Town's agents in its name. The amount of the pledged collateral is based on an approved averaging method for non-interest bearing deposits and the actual current balance for interest-bearing deposits. Depositories using the Pooling Method report to the State Treasurer the adequacy of their pooled collateral covering these deposits. The State Treasurer does not confirm this information with the Town or the escrow agent. Because of the inability to measure the exact amounts of collateral pledged for the Town under the Pooling Method, the potential exists for under collateralization, and this risk may increase in periods of high cash flows. However, the State Treasurer of North Carolina enforces strict standards of financial stability for each depository that collateralizes public deposits under the Pooling Method.

The Finance Director shall be responsible for obtaining custody and providing safekeeping of securities and deposit certificates according to G. S. 159-30(d).

Certificates of deposit purchased by the Town shall be delivered to the Finance Director. The Finance Director and Town Manager shall ensure proper diversification of the investment portfolio in order to minimize risks brought on by economic and market changes. The Finance Director and Town Manager shall constantly monitor the investment portfolio and make adjustments as necessary by comparing market and book value of securities held by the Town. The Finance Director and Town Manager will examine opportunities to sell securities to realize gain or to liquidate securities to avoid loss.

The Finance Director shall review the cash position of the Town and decide, along with the Town Manager, what moneys can be invested for certain periods of time. If investments are to be made, the Finance Director will start a process whether through bidding or collection of necessary information for the Town as follows:

1. Approved financial institutions shall be contacted requesting bids/information on time deposits. All information shall be with interest rates quoted on 360/365 day basis. All information shall be delivered to the Finance Director along with the certificate.

2. For other eligible investment vehicles, the Finance Director and/or Town Manager shall solicit offers from banks, savings and loans or primary security dealers. Any investments purchased shall be from firms located with offices in North Carolina. The Finance Director and Town Manager shall review the various offers and determine which investment vehicles are appropriate, considering rate, maturity and safety of the investment. For securities purchased by the Town, The Finance Director and/or Town Manager shall instruct the seller that securities purchased by the Town are to be delivered to the Town.

Forecasting Cash Flows

The Finance Director for the Town, or the Director's appropriate designee, shall monitor cash requirements. The objective shall be to ensure that sufficient funds will be available to meet the Town's commitments and that the timing and amount of excess funds are known so as to properly identify the amount of money available for investment.

Cash Disbursements

The objective of this section of the Town's Cash Management Plan is to retain moneys for investment until the agreed upon contractual date of payment unless early payment provides a benefit to the Town.

The Finance Director shall appropriate and expend the Town's moneys pursuant to G.S. 159-28(b) to create the maximum amount of funds available for investments. The Finance Director shall pay the obligations of the Town when due. The Town's purchase order system will be used for payments. All payments to one vendor will be consolidated when paid from a single fund.

Dual signatures are required for all Town checks. Currently electronic and facsimile signatures are not approved by the Town.

The Finance Director, or the Director's appropriate designee, shall make payroll deposits monthly to all employees. Payroll deposits shall be authorized by time sheets kept by employee and signed by supervisor. No payroll deposit will be issued without proper documentation in the Human Resources and Payroll departments and approved budgetary authority. The Finance Director, or the Director's appropriate designee, shall submit all payroll deductions and reports to the proper agencies in a timely manner.

Banking Relations

The objective of this section of the plan is designed to help the Finance Director develop and implement procedures to create mutually beneficial banking relations with local financial institutions.

Analysis

The Finance Director and Town Manager shall determine which financial institutions qualify to be the Town's depository based upon published reports and other procedures deemed appropriate.

Request For Proposal For Banking Services

Those financial institutions which are deemed to qualify to be the Town's depository shall receive an RFP. The RFP shall require information on what services can be provided to the Town and the cost associated with the services. RFP's shall be compared and selection of the official depository recommended to the Town Council. The Town will maintain bank accounts necessary and prudent to conduct Town business. The Town Council will designate the Town's official depository. The Finance Director and Town Manager shall sign for the Town a three to five year contract with the selected depository establishing the banking services, costs, and conditions which might necessitate termination of the contract.

Investments

Town policy is to invest public funds in a manner which will provide the highest investment return with maximum security while meeting daily cash flow requirements of the Town and conforming to all State statutes governing the investment of idle funds.

This investment policy applies to all financial assets of the Town except authorized petty cash, trust/escrow funds and debt proceeds.

The standard of prudence to be used by authorized staff shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under then prevailing circumstances, which person of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Authorized staff acting in accordance with procedures in this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. Staff is relieved of responsibility only if they report any deviations from expectations in a timely manner and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

G.S. 159-25(a)(6) delegates management responsibility for the investment program to the Finance Director. This investment policy requires the Finance Director consult with the Town Manger or other financial related parties, i.e LGC, financial advisors, bankers, etc, for investments under \$750,000. Investment over this amount should be approved by Town Council prior to investing.

The Finance Director will establish and maintain procedures for the operation of the investment program which are consistent with this policy. Such procedures will include delegation of authority to persons responsible for investment transactions except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director will be responsible for all transactions undertaken and will establish and maintain a system of controls to regulate the activities of subordinates.

In the absence of the Finance Director and those to which he or she has delegated investment authority, the Town Manager is authorized to execute investment activities.

The Town's objectives in managing the investment portfolio, in order of priority, are safety, liquidity, and yield.

Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To best mitigate against credit risk (the risk of loss due to failure of the security issuer) diversification is required. To best mitigate against interest rate risk (the risk that changes in interest rates will adversely affect the market value of a security and that the security will have to be liquidated and the loss realized) the second objective, adequate liquidity, must be met.

Liquidity – The investment portfolio shall remain sufficiently liquid to meet all operating and debt service cash requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs (static liquidity), with securities with an active secondary market (dynamic liquidity), and with deposits and investments in highly liquid money market and mutual fund accounts.

Yield – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary, economic and interest rate cycles, taking into account investment risk constraints and liquidity needs.

Ethics and Conflicts of Interest – Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the Town Manager any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the Town.

The Town is empowered by N. C. G. S. 159-30(c) to invest in certain types of investments. The Council approves the use of the following investment types:

1. Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
2. Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Services.
3. Obligations of the State of North Carolina.
4. Bonds and notes of any North Carolina local government or public authority that is rated “AA” or better by at least two of the nationally recognized ratings services or that carries any “AAA” insured rating.
5. Fully collateralized deposits at interest or certificates of deposit with any bank, savings and loan association or trust company that utilizes the Pooling Method of collateralization.
6. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service, which rates the particular obligation.
7. Bankers’ acceptance of a commercial bank or its holding company provided that the bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held

obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.

8. Participating shares in a mutual fund for local government investment, provided that the investment of the fund is limited to those qualifying for investment under G. S. 150-30(c) and that said fund is certified by the LGC. (The only such certified fund is the North Carolina Capital Management Trust.)
9. Evidence of ownership of, or fractional undivided interest in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian (STRIPS or zero coupon securities).
10. Guaranteed investment contracts utilizing repurchase agreements but only for the investment of debt proceeds which are to be collateralized at 105% and marked to market on a daily basis.

Prohibited Forms of Authorized Investments

Any investment not specifically noted in the policy above is prohibited until such investment is approved by the Town Council in a regular or special town council meeting.

Diversification

1. Every effort will be made to diversify Investments by security type and by institution.
2. The total investment in certificates of deposit shall not exceed \$1,500,000 with a single financial institution.
3. With the exception of United States treasury securities and the North Carolina Capital Management Trust, no more than 30% of the Town's total investment portfolio will be invested in a single security type or with a single financial institution.
4. The Finance Director is responsible for monitoring compliance with the above restrictions. If a violation occurs, the Finance Director shall report such to the Town Manager and to the Council along with a plan to address the violation.

Selection of Securities

The Finance Director and Town Manager together will determine which investments shall be purchased and sold and the desired maturity date(s) that are in the best interest of the Town. The selection of an investment will involve the evaluation of, but not limited to, the following factors: cash flow projections and requirements; current market conditions; and overall portfolio balance and makeup.

Policy Considerations

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided in this policy.

Monitoring and Reporting

The objective of this section is to devise a systematic reporting schedule to the Town Manager and Council and to provide a schedule for the systematic review of the plan itself to make necessary amendments and changes.

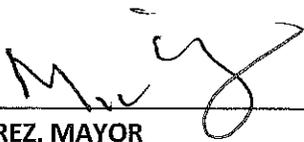
The Finance Director for the Town of Indian Trail shall maintain records of the status of investments. These records will be available to the Town Manager and Council at all times.

The Finance Director, or the Director's appropriate designee, shall submit the LGC-203, Report of Cash Balance, to the Secretary of the Local Government Commission pursuant to G.S. 159-33 and 33.1 on a semi-annual basis. This information shall also be reported to the Town Manager and Council at the next scheduled meeting after each report has been submitted to the LGC.

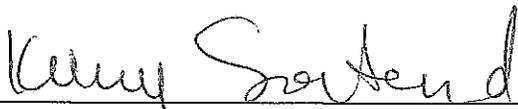
The Finance Director shall report to the Town Manger and Council any changes in bank services. The Finance Director shall report the issuance of the Request For Proposals for banking services (RFP) and recommendations for selections of an official depository.

Every three years the plan shall be reviewed by the Finance Director. The Finance Director shall report to the Town Manager and Council any amendments necessary to the plan, any procedural changes made and any recommendations to enhance the Cash Management Plan.

ADOPTED THIS 8TH DAY OF SEPTEMBER 2015.



MICHAEL L. ALVAREZ, MAYOR



KELLEY SOUTHWARD, Town Clerk

1f

Town of Indian Trail

Memo

TO: Mayor and Town Council
FROM: Joe Fivas
CC: Marsha Sutton, Alicia Massey
DATE: September 8, 2015
SUBJECT: Large Refunds of Overpaid Taxes



Please find attached copies of tax refund for overpayment of taxes greater than \$500.00

1. Independence Park at Monroe - \$700.00 refunded to an attorney as it was already previously paid.

If you need any clarification on any of these items, please feel free to contact Alicia Massey at (704) 821.5401.

2015 REFUNDS

Date	Parcel	Taxpayer	Refund To	Year	Amount	Reason
9/2/2015	07048030	Independence Park at Monroe	Law Offices of John T Burns - PO Box 904 Monroe, NC 28111	2015	\$ 700.00	Attorney overpaid

OK
9/12/15



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: September 3, 2015

SUBJECT: Community recycling grant

In 2014 the Town received an "Away from home" recycling grant from the Department of Environment and Natural Resources. This program helps promote waste reduction and recycling education to the anticipated 180,000 annual park visitors. This is an ongoing project that will be continued and enhanced throughout the life and use of the public parks. The program includes purchasing permanent recycling receptacles at all three parks, special event portable recycling containers, and educational brochures. In order to fulfill the grant requirements the Town is requesting to increase the local match by \$2,036.00.

Staff Recommendation:

Staff recommendation is the approval of the additional local match in the amount of \$2,036.00

MAYOR
Michael L. Alvarez

MAYOR PRO TEM
David L. Cohn

TOWN MANAGER
Joseph A. Fivas



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

TOWN CLERK
Peggy S. Piontek

The Town, of Indian Trail currently has a community grant with NCDENR extended to December 30, 2015 to promote community recycling by "**Away from home**" under a contract with the state. We would like to request changes to our contract via an amendment to do the following:

1. Allow the Town of Indian Trail to have the grant contract state the purchase of 12 Decorative 32 Gallon Penn Dual Combo Containers and 12 Decorative lids at a total cost \$ 7,812.00 for the parks component of this away-from-home recycling grant;
2. That the town's matching share be changed from \$ 5,776.00 upward to \$7,812.00 to specify the required split of 50 % -50 % for dual containers that are for recycling and for municipal solid waste collection pursuant to the 2014 Community Waste Reduction and Recycling Grants – Request for Proposal. (See the bullet point on page # 5 under "Special requirements for applicants seeing funding for away from home projects"). This contract amendment essentially raises the town's share of this project by a total of \$ 2,036.00. The town is supporting 50 percent of the cost of this purchase of the Penn-Dual Combination Containers since that part is being used for municipal solid waste collection;
3. The State Grant Amount approved amount will be revised downward from \$ 28,873.00 to \$ 27,025.50. This is difference of \$ 1,847.50 and the state is supporting the purchase of 50 percent of the cost for the recycling portion of the Penn-Dual Combo Containers and all the remaining items purchased under the grant and shown in the budget table attached to this memorandum ; and
4. The budget table in the original grant contract is changed to reflect the items shown in 1-3 above.

Updated Budget Table for the Town of Indian Trail - Away From Home Recycling Grant (SG-5922)

Item for Purchase	Total Number of Items	State Grant Amount (\$)	Indian Trail Grant Match (\$)	Total Cost (\$)
Clear Stream Containers (Cost per item = \$ 285.00)	4	\$ 1,140.00	\$ 0	\$ 1,140.00
Clear Stream Transporter Unit (Cost per Item = \$ 575.00)	1	\$ 575.00	\$ 0	\$ 575.00
Decorative 32- Gallon Penn Dual Combo Containers (Cost per item = \$ 1,121.40)	12	\$ 6,728.40	\$ 6,728.40	\$ 13,456.80
Decorative 32-Gallon Penn Dual Lids for Containers (Cost per item = \$ 180.60)	12	\$ 1,083.60	\$ 1,083.60	\$ 2,167.20

* Decorative 32 Gallon Steel Strap Receptacle (Cost per item = \$ 628.90)	17	\$ 10,691.30	\$ 0	\$ 10,691.30
* Greenway 32-Gallon Square Waste Container (Cost per item = \$ 725.90)	8	\$ 5,807.20	\$ 0	\$ 5,807.20
Public Outreach Brochures (\$ 1.00 per copy)	1,000	\$ 1,000.00	\$ 0	\$ 1,000.00
TOTAL		\$ 27,025.50	\$ 7,812.00	\$ 34,837.50

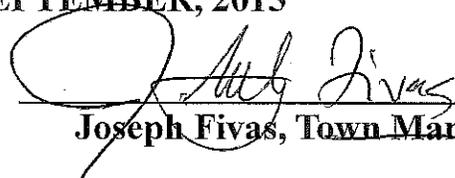
* Denotes receptacles where the price of the lids and cans are included in one Cost per Item figure.

Original Budget Table for the Town of Indian Trail - Away From Home Recycling Grant (SG-5922)

Budget	State Grant Award	Local Match	Project Total
Recycling Receptacles			
ClearStream Recycling (Transporter Special -20 units)	\$1290	\$259	\$1549
Crossing Paths Park (3 decorative-receptacles)*	\$2,250	\$450	\$2,700
Chestnut Square (13-receptacles ;3 greenway;11-decorative)*	\$10,125	\$2,025	\$12,150
Crooked Creek Park (20 receptacles- 15-decorative; 5-greenway)*	\$14,375	\$2875	\$17,250
Public Outreach	\$833	\$ 167	\$1000
1000-Brochures Signage for Kiosk at all parks			
Project Grand Total	\$28,873	\$5,776	\$34,649

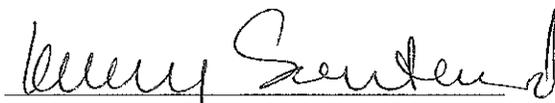
*Decorative Receptacles - \$900 each; Greenway Receptacles - \$750 each

APPROVED THIS 8th DAY OF SEPTEMBER, 2015



Joseph Fivas, Town Manager

Attest:



 Kelley Southward, Town Clerk





TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 8th, 2015

SUBJECT: Street Closure for Community Event

On September 26th and September 27th the Town will host the Indian Trail Cultural Arts Festival and the Pow Wow, and on October 23rd the Town will host our annual Halloween Trunk or Treat Event. In order to provide parking and further safety for residents, Town staff is requesting to temporarily close Matthew-Indian Trail Road from Indian Trail Rd to Smith Farm Rd, the Chestnut Parkway from Matthews-Indian Trail Rd to US-74, and all internal streets within Chestnut Square Park. All of these streets will be used for the specified events. All locations will properly marked and the public will be notified.

Recommendation:

Staff requests to temporarily close the following streets for special event parking on September 26th from 8am to 9pm, September 27th from 10am to 6pm, and October 23rd from 5pm to 9pm:

- 1) Matthew-Indian Trail Road from Indian Trail Road to Smith Farm Road;
- 2) Chestnut Parkway from Matthews-Indian Trail Road to US-74;
- 3) All internal streets within Chestnut Square Park, including parts of Shady Bluff Drive.

jaf



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 8th, 2015

SUBJECT: Committee Member Removal

The Town's Public Safety Advisory Committee has requested and recommended to remove Mr. Robert Tosti from his position on the Public Safety Advisory Committee. This is due to unsatisfactory Committee attendance.

Recommendation:

Council approval of the Public Safety Advisory Committee's recommendation to remove Mr. Robert Tosti from the Public Safety Advisory Committee.

jaf



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: September 3, 2015

SUBJECT: Blue Cross Blue Shield Grant

The Park & Recreation Department has been awarded a PlayPrints Grant. This grant collaboration is between the Blue Cross and Blue Shield of North Carolina and North Carolina Recreation and Parks Association.

PlayPrints are ground markings of colorful shapes, images and games painted on open pavement. Research shows that children who visit playgrounds with markings take part in a greater amount of physical activity during recess than children at unmarked playgrounds. We are asking to place these prints on the sidewalk leading up to the Chestnut Square Park playground. This grant comes with no monetary requirement.

Staff Recommendation:

Approval to move forward with ordering and installation of the PlayPrints at Chestnut Square Park.



TO: Mayor and Town Council

FROM: Joseph A. Fivas, Town Manager

DATE: September 8th, 2015

SUBJECT: AdHoc Committee Member

At the August 11th Council meeting, the Town Council requested that the Parks, Arts, Recreation, & Culture Committee (PARC) recommend an appointment to the AdHoc Committee formed to design the new Indian Trail Veterans Memorial and Town Square. The PARC Committee is recommending that Mr. Roger Fish be appointed to this Committee. Mr. Fish is the Chair of the PARC Committee.

Recommendation:

PARC Committee recommendation is for the Town Council to appoint Mr. Roger Fish to this Committee.

jaf



TO: Mayor and Town Council

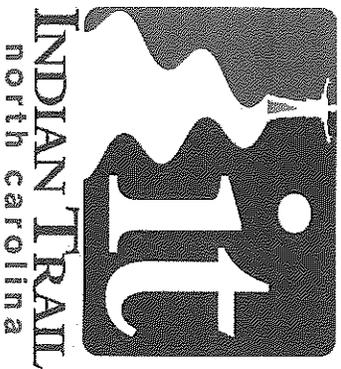
FROM: Joseph A. Fivas, Town Manager

DATE: September 8th, 2015

SUBJECT: Transportation Plan Action Plan

Staff will give a presentation on a possible Action Plan or Work Plan for the Strategic Transportation Plan. Staff will request guidance and direction from the Council on this Business items.

jaf



Comprehensive Update on Indian Trail Infrastructure Plan

September 8, 2015

9a (for mins bk)



Transportation Background & History

- Town incorporated in 1907
- Only known Town initiated transportation projects from 1907 to 2007:
 - 1) Couple small resurfacing projects
 - 2) Faith Church Rd Extension (State & Local Funding)

Transportation

Background & History

- Town incorporated in 1907.
- Since 1990, population grew from 1,500 to approx 38,000.
- In 2007, Town had under 7 miles of Town maintained streets.

Transportation

Background & History

- In 2010, the Town had no Public Works Department.
- Started and completed first large local street construction/maintenance contract.
- In 2011, started Public Works Department.

Transportation

Background & History

- In 2010, the Town did very little street maintenance.
- In 2010, the Town did very little sidewalk maintenance.
- In 2010, no equipment to repair streets.

Transportation

Background & History

- In 2011, Council started Pathways 2 Progress (P2P) initiative for traffic congestion.
- P2P is a 3/4 lane loop that surrounds the Town.
- In 2011, Town completed first widening partnership project to widen IT-Fairview Rd for future Bypass construction.

Transportation

Background & History

- In 2011, Town passed first Transportation Bond package.
- In 2012, Town completed partnership project with NCDOT to widen Sun Valley intersection.
- In 2012, Town secures widening of Old Monroe Rd project for 2018 construction start.

Transportation

Background & History

- In 2013, Town begins construction on first segment of Chestnut Parkway.
- In 2013, Town completes widening of Indian Trail-Matthews Rd.
- In 2013, constructs first new public street in Chestnut Park/Downtown area.

Transportation

Background & History

- In 2013, Town begins construction on first segment of Chestnut Parkway.
- In 2013, Town completes widening of Indian Trail-Matthews Rd.
- In 2013, constructs first new public street in Chestnut Park/Downtown area.

Transportation

Background & History

- In 2013/14, Town completed construction on approximately 2.5 miles of sidewalk.
- In 2015, Town maintains just under 60 miles of streets.
- In 2015, Town Council approves 3-Year Strategic Transportation Plan.

FY 15/16 Town Transportation Plan

- Chestnut Parkway Ph II (Gribble Rd-OMR) Design/Permit/ROW
- Chestnut Parkway Ph III (Gribble Rd-MIT Rd) Planning (NCDOT)
- Sardis Church Rd/UIT Rd (Intersection) Design/Apply for Grant
- IT Rd/Gribble Rd (Intersection) Design/ROW
- IT Rd/MIT Rd (Intersection) Design/ROW
- IT Rd Streetscape (Gribble Rd-MIT Rd) Design/Consultant/Public Process
- Sardis Church Rd Sidewalk (UIT Rd-Brittany Downs) Construction
- Rogers Rd Sidewalk (WCS Rd-Villas of Sun Valley) Construction
- Annual Street Maintenance (Town wide) Maintenance/Constn
- Annual Sidewalk Maintenance(Town wide) Maintenance/constn

FY 15/16 DOT Transportation Plan

US-74 Intersection Improvements - Design/Construction

US-74 Intersection Improvements – Streetscape Design

Indian Trail Rd Bridge Replacement/Road Widening Construction

Poplin Road Roundabout

FY 16/17 Town Transportation Plan

- Chestnut Parkway Ph II (Gribble Rd-OMR) Construction
- Chestnut Parkway Ph III (Gribble Rd-MIT Rd) Planning (NCDOT)
- Sardis Church Rd/UIT Rd (Intersection) Construction/Grant
- IT Rd/Gribble Rd (Intersection) Construction
- IT Rd/MIT Rd (Intersection) Construction
- IT Rd Streetscape (Gribble Rd-MIT Rd) Construction
- Annual Street Maintenance (Town wide) Maintenance/Constn
- Annual Sidewalk Maintenance(Town wide) Maintenance/constn

FY 16/17 Town Transportation Plan

- Chestnut Parkway Ph II (Gribble Rd-OMR) Construction
- Chestnut Parkway Ph III (Gribble Rd-MIT Rd) Planning (NCDOT)
- Sardis Church Rd/UIT Rd (Intersection) Construction/Grant
- IT Rd/Gribble Rd (Intersection) Construction
- IT Rd/MIT Rd (Intersection) Construction
- IT Rd Streetscape (Gribble Rd-MIT Rd) Construction
- Annual Street Maintenance (Town wide) Maintenance/Constn
- Annual Sidewalk Maintenance(Town wide) Maintenance/constn



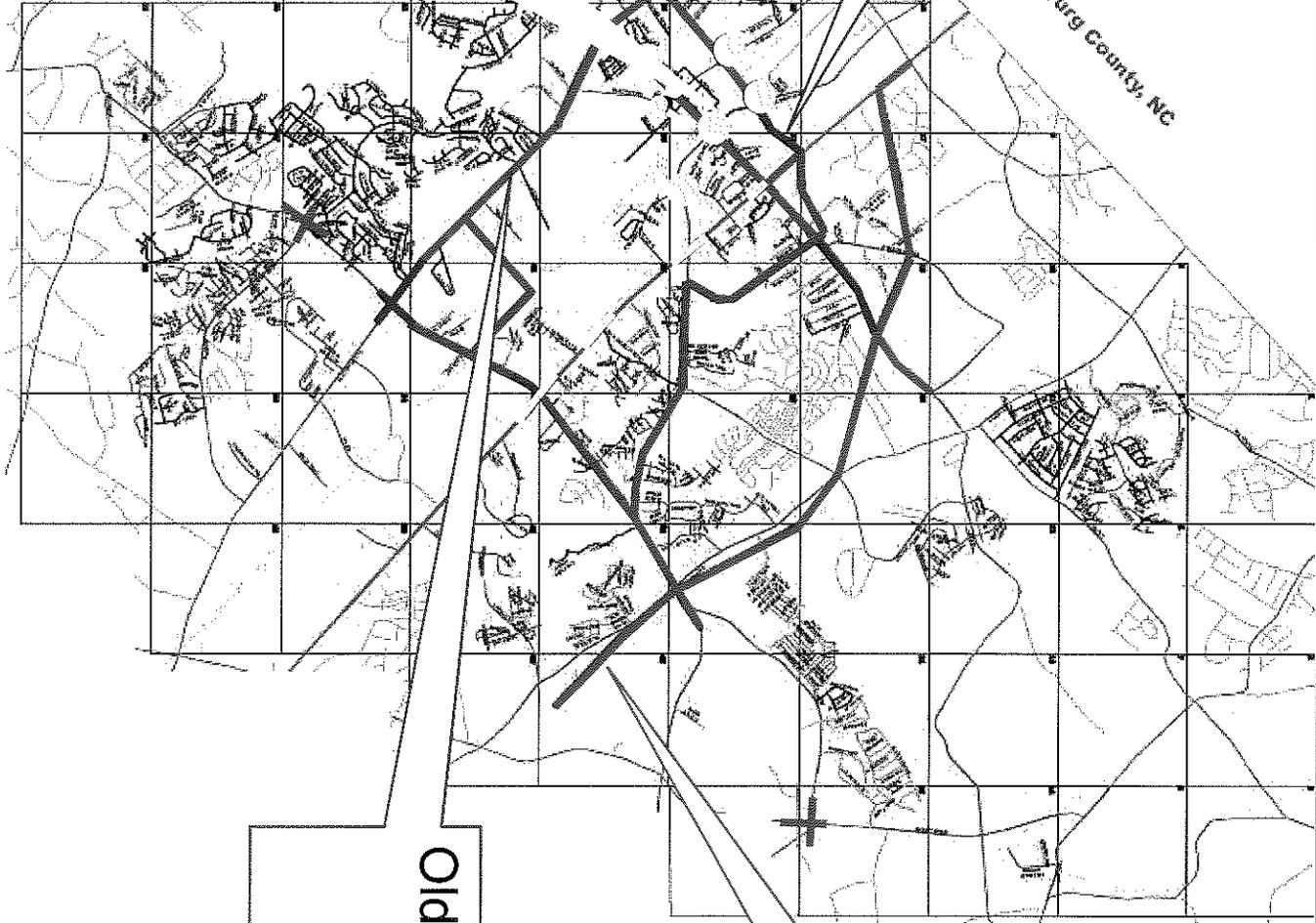
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Old Monroe Rd

Monroe
Expressway



Town Infrastructure Implementation

- These are projections that have not been approved by the Council.
- However, it sets up guidelines for future infrastructure development strategies.
- At the end of the presentation staff will ask Council to discuss option 1,2,3,4.

5 yr- P2P Loop Implementation

1) Complete and begin construction on sections 2 and 3 of Chestnut Parkway.

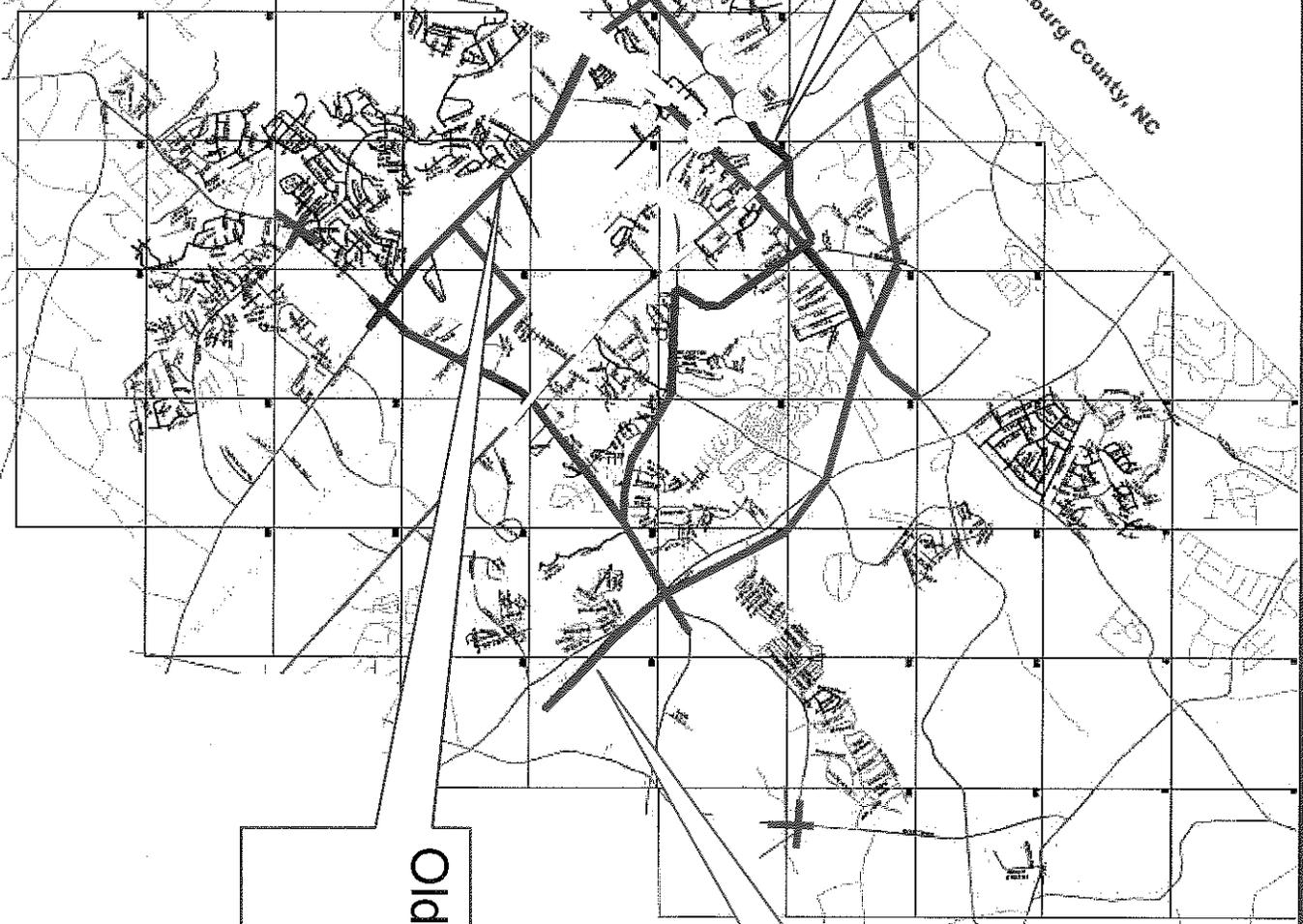
- Town begin design and permitting in 2015 of section B.
- Town begin construction on section B in 2016.
- NCDOT funding 2020 for section C.
- Discussing options with NCDOT to move forward project.



Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure



Monroe
Expressway

Old Monroe Rd



5 yr- P2P Loop Implementation

2) Begin construction on Old Monroe Road by 2020.

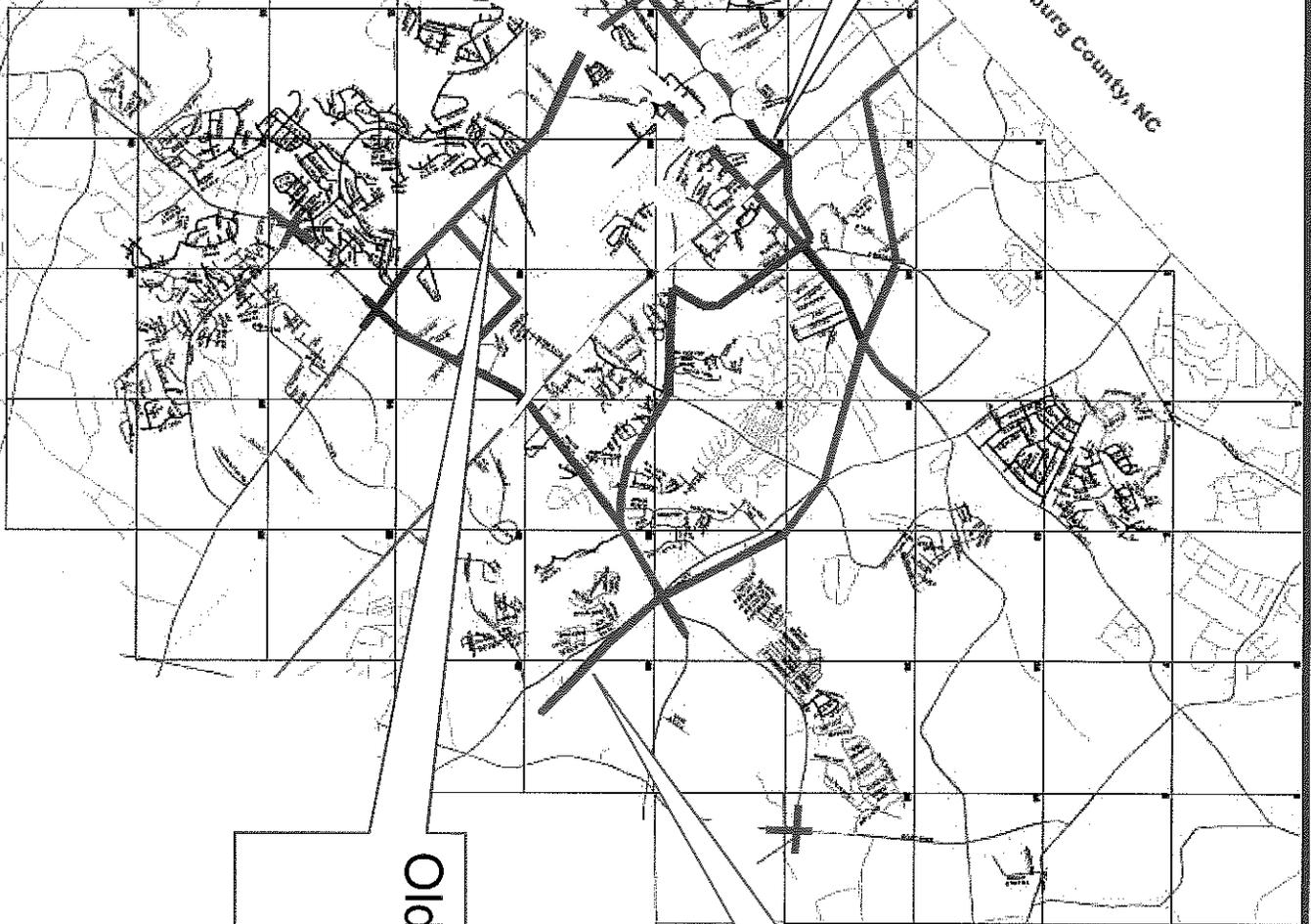
- Currently, Old Monroe Rd project scheduled for 2024.
- CRTTPO Rep has discussed option with NCDOT high level officials to advance this project and will either move forward entire project or allow Town begin construction and then reimburse the Town before 2020.
- Town officials have continuously focused on this project.



Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure



Old Monroe Rd

Monroe
Expressway

5 yr- P2P Loop Implementation

3) Completion of Monroe Expressway and access roads and two Indian Trail interchanges before 2020.

- Could relieve much of north side of Indian Trail traffic issues.
- Substantial economic benefit to Indian Trail.



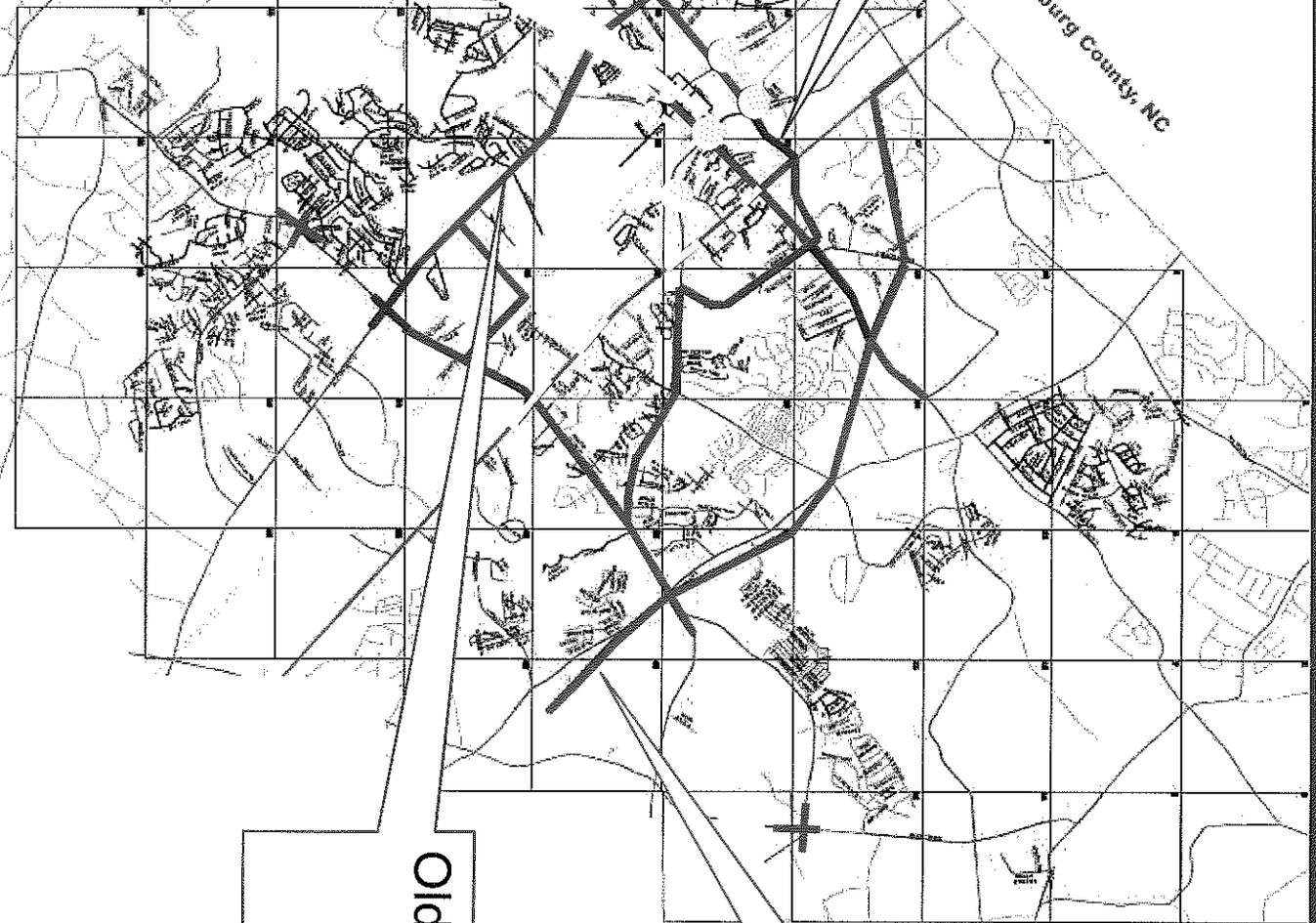
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Old Monroe Rd

Monroe
Expressway



5 yr- P2P Loop Implementation

4) Widening Indian Trail Road to 3 lanes from Old Monroe Rd to US-74 before 2020.

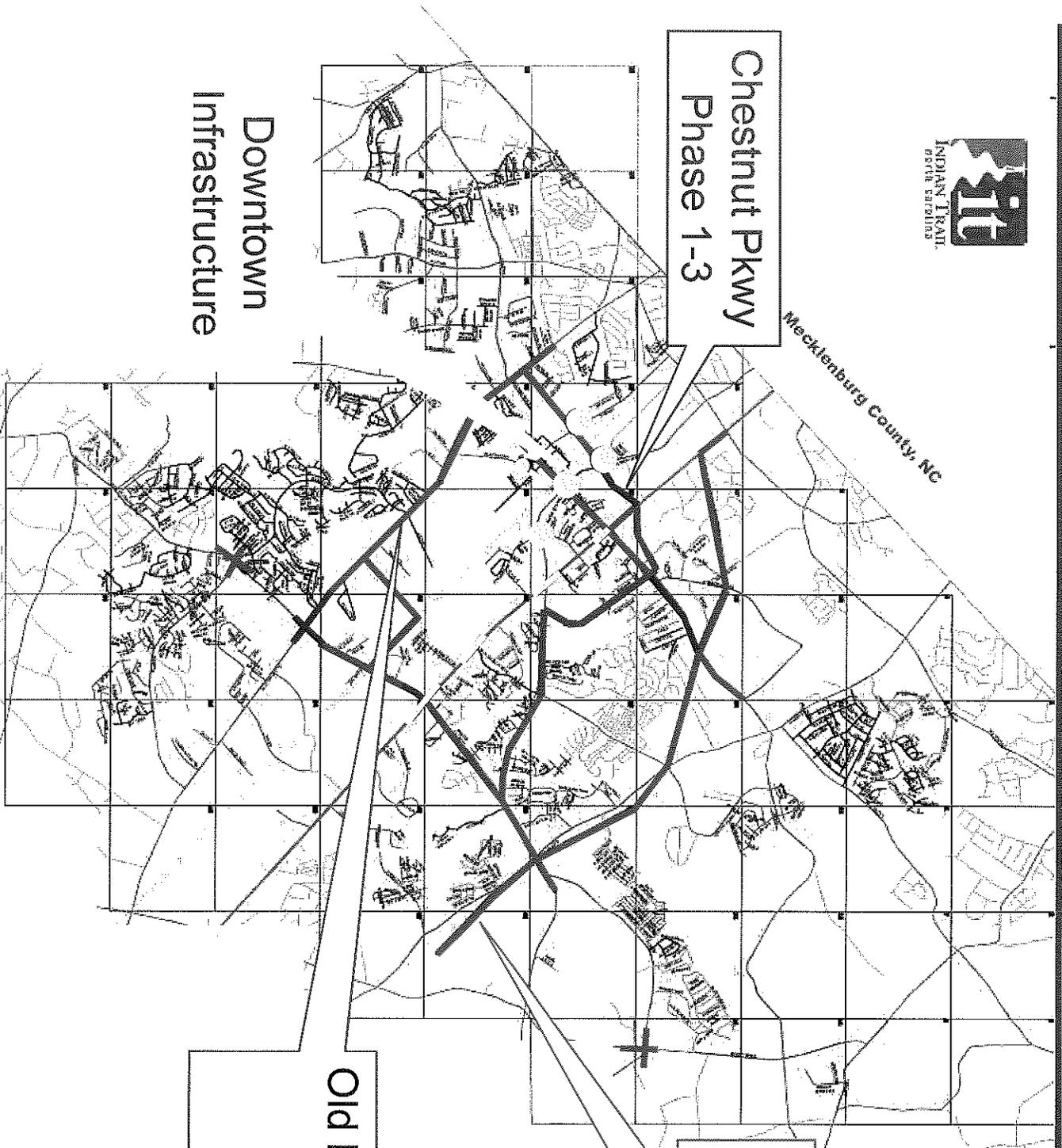
- Widening 3 lanes completed from OMR to IT Elementary (part of state bridge project)
- Widening 3 lanes from Elementary to US-74. Combination of private, state, local, grants, and special districts before 2020.
- Streetscape Gribble Rd to MIT Rd.
- Union County infrastructure
- Connection to South Fork Road
- Future Intersection at Gribble & MIT



Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure



Monroe
Expressway

Old Monroe Rd



5 yr- P2P Loop Implementation

5) Widening Unionville-Indian Trail Road from Faith Church Rd in 2016.

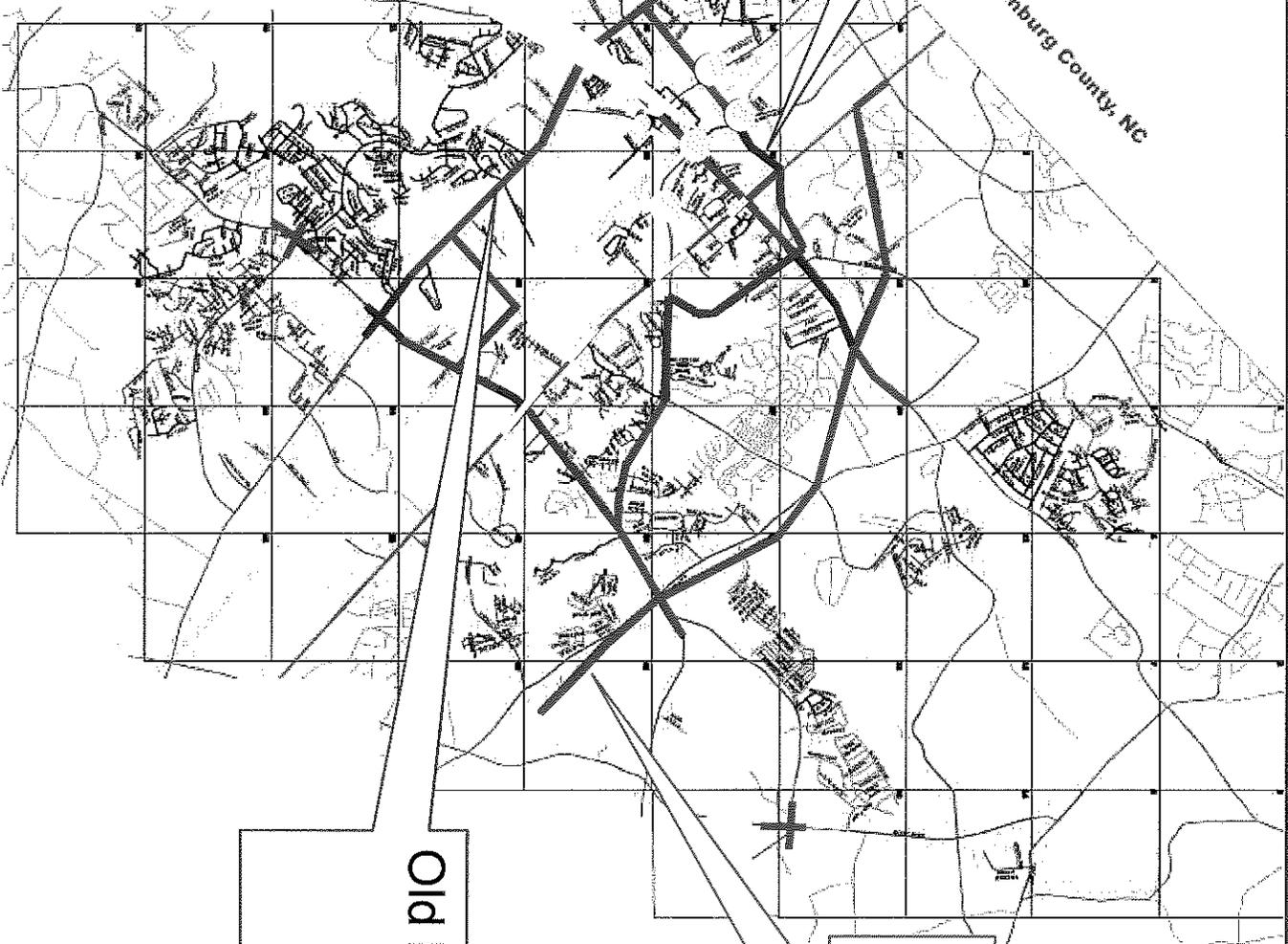
- Private sources pay for widening.



Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure



Monroe
Expressway

Old Monroe Rd



5 yr- P2P Loop Implementation

6) Construction of Faith Church Rd to Old Monroe Rd

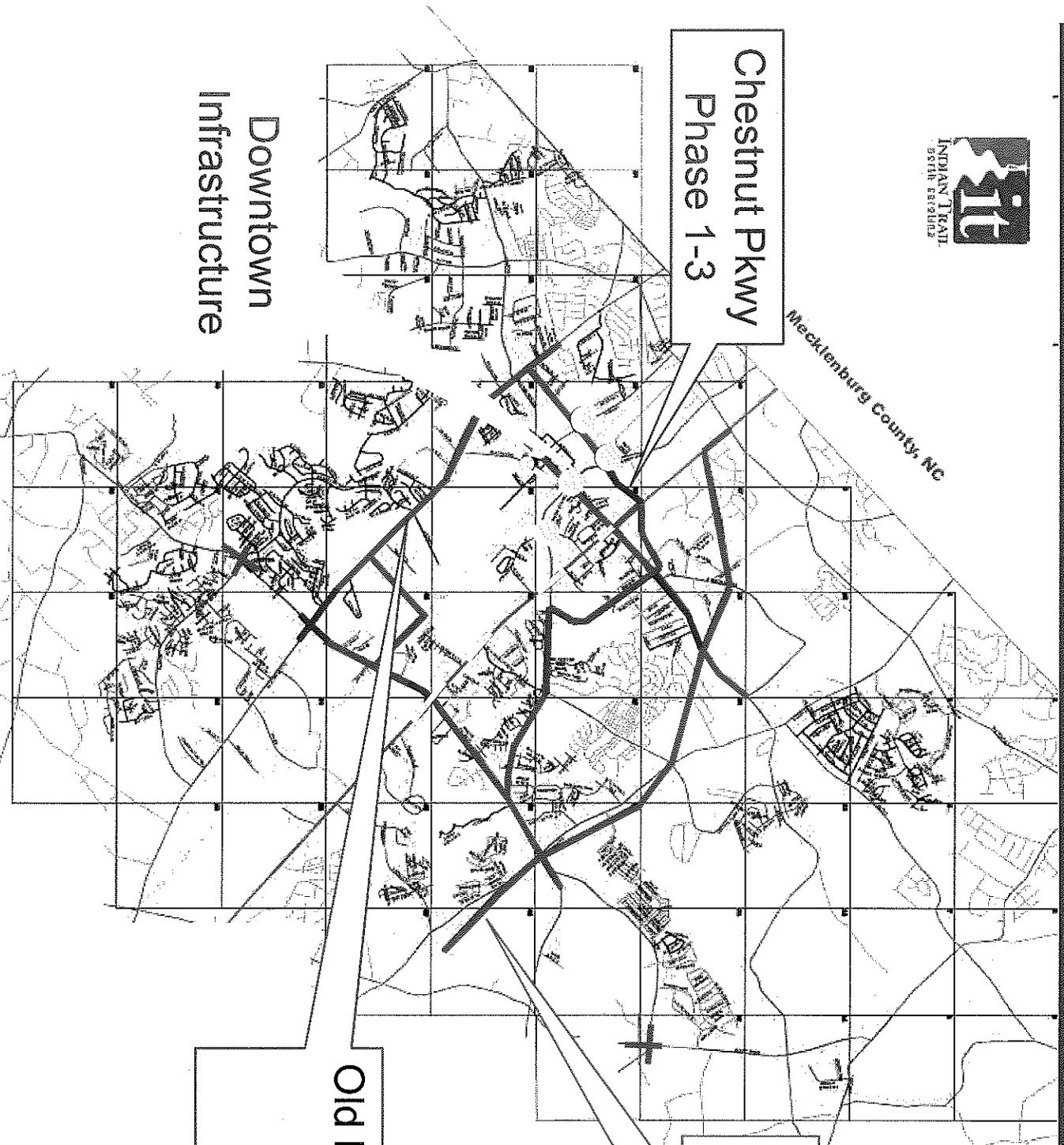
- Private development.



Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure



Monroe
Expressway

Old Monroe Rd



5 yr- P2P Loop Implementation

7) Roundabout at Rocky River Road:

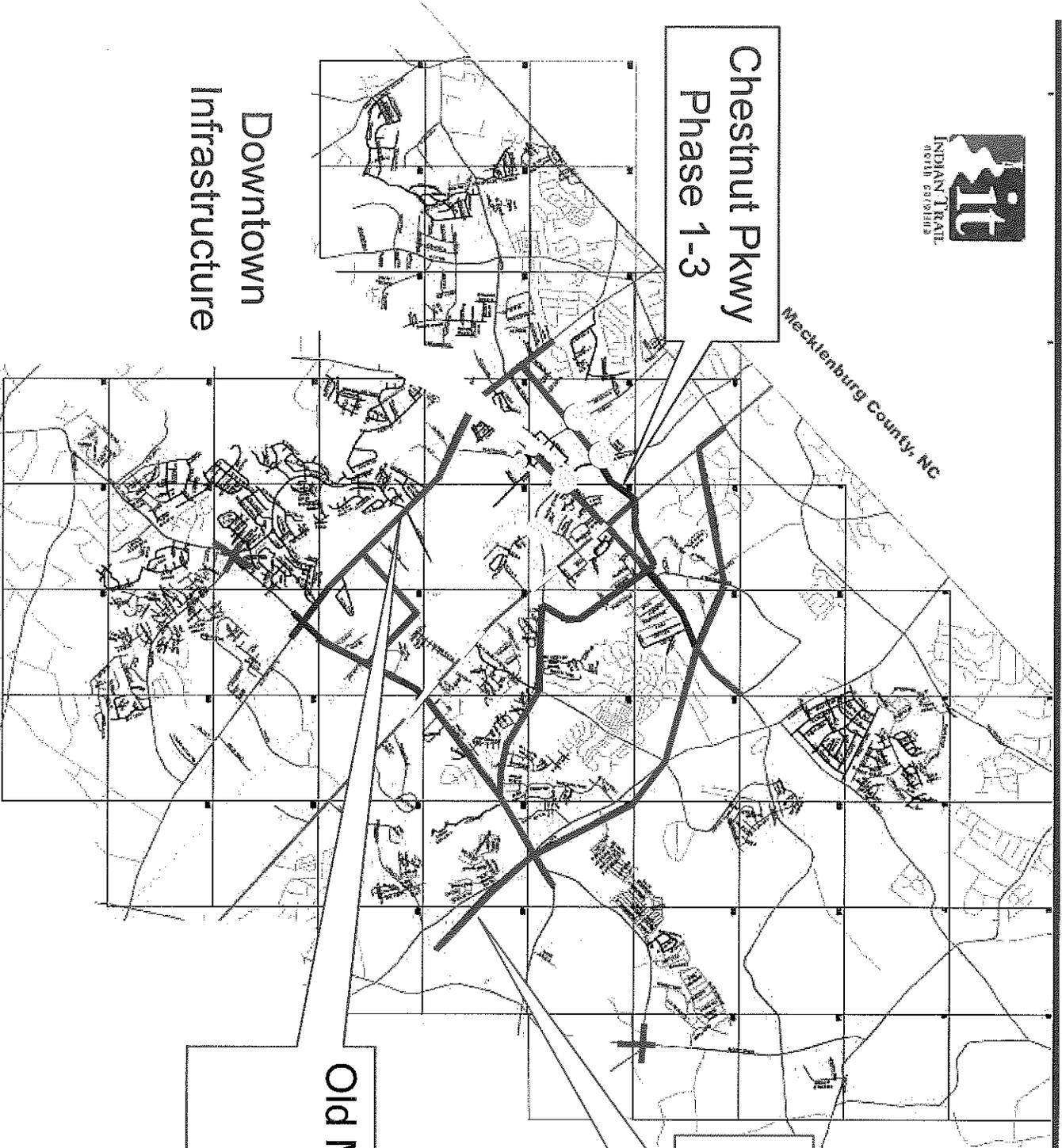
- Combination of private, state, local, and grant funding.
- Strategic infrastructure development
- Future development will enhance this road.
- Completed 2016.



Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure



Monroe
Expressway

Old Monroe Rd



5 Yr- P2P Loop Implementation

8) Intersection at Sardis Elementary School:

- Combination of private, state, local, and grant funding.
- Strategic infrastructure development
- Future development will enhance this road.



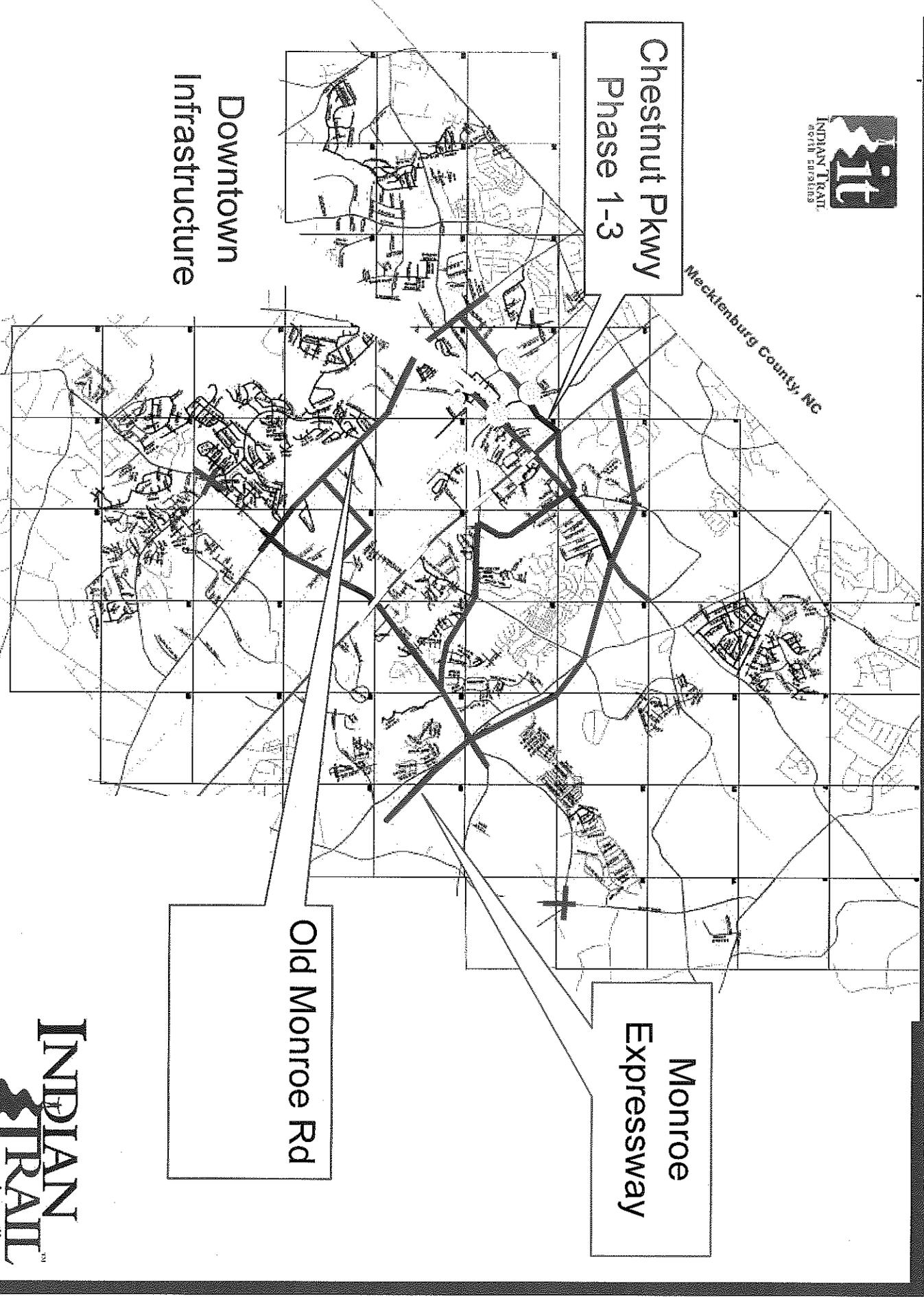
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Old Monroe Rd

Monroe
Expressway



5 yr- P2P Loop Implementation

9) Construction of new intersections at four intersections at US-74.

- Construction to begin 2016.



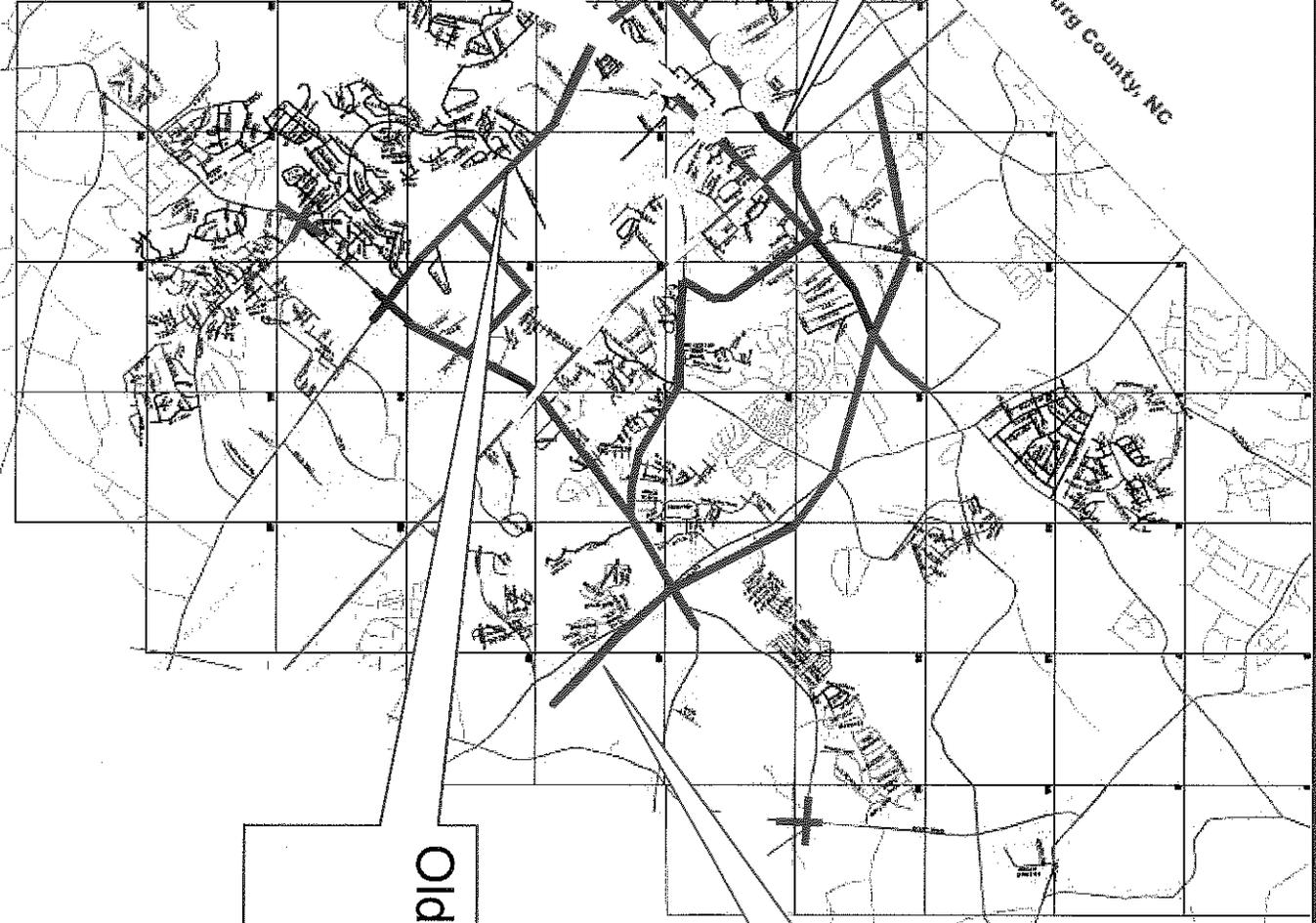
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Monroe
Expressway

Old Monroe Rd



5 Yr- P2P Loop Implementation

10) Widening Rogers Road Intersection:

- Completed before 2020.
- Grant funding and state funding.



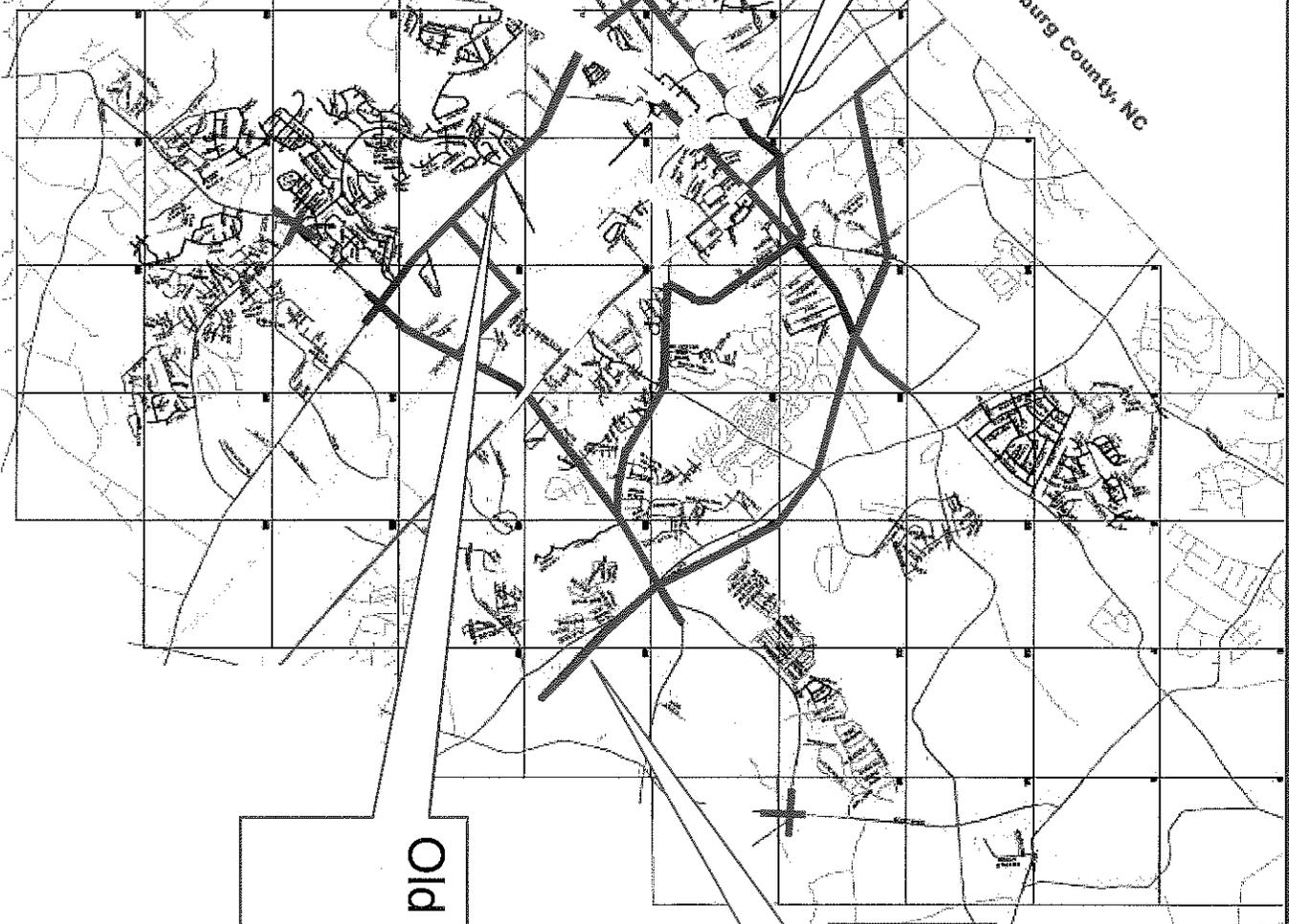
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Old Monroe Rd

Monroe
Expressway



10 yr- P2P Loop Implementation

11) Widening of Sardis Church Road to 3 lanes:

- Combination of private, state, local, and grant funding.
- Strategic infrastructure development
- Future development will enhance this road.



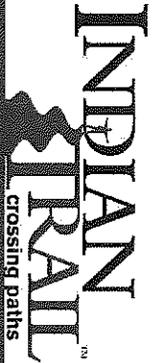
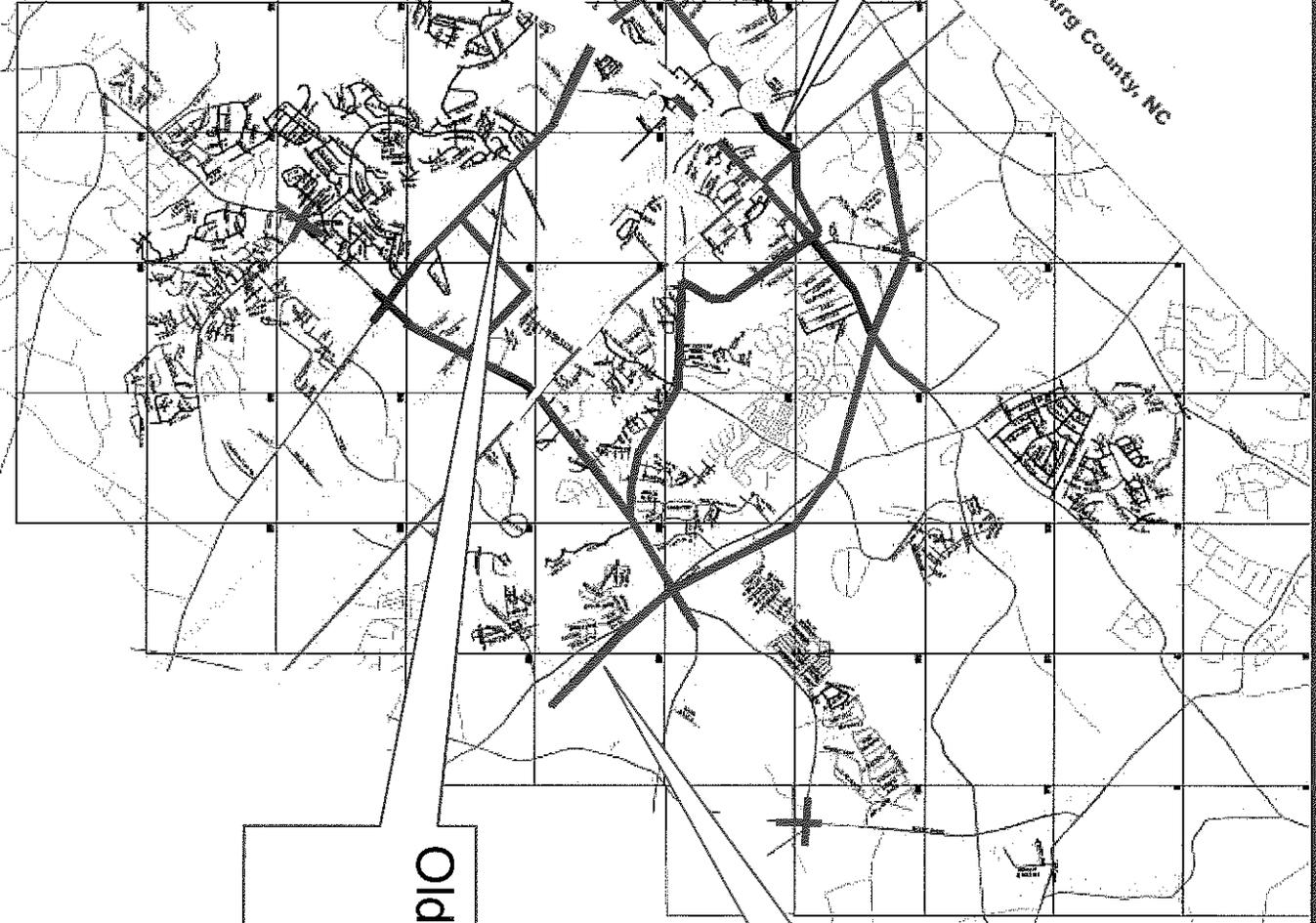
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Monroe
Expressway

Old Monroe Rd



10 yr- P2P Loop Implementation

12) Widening of Younts Road to 3 lanes:

- Combination of private, state, local, and grant funding.
- Strategic infrastructure development
- Future development will enhance this road.



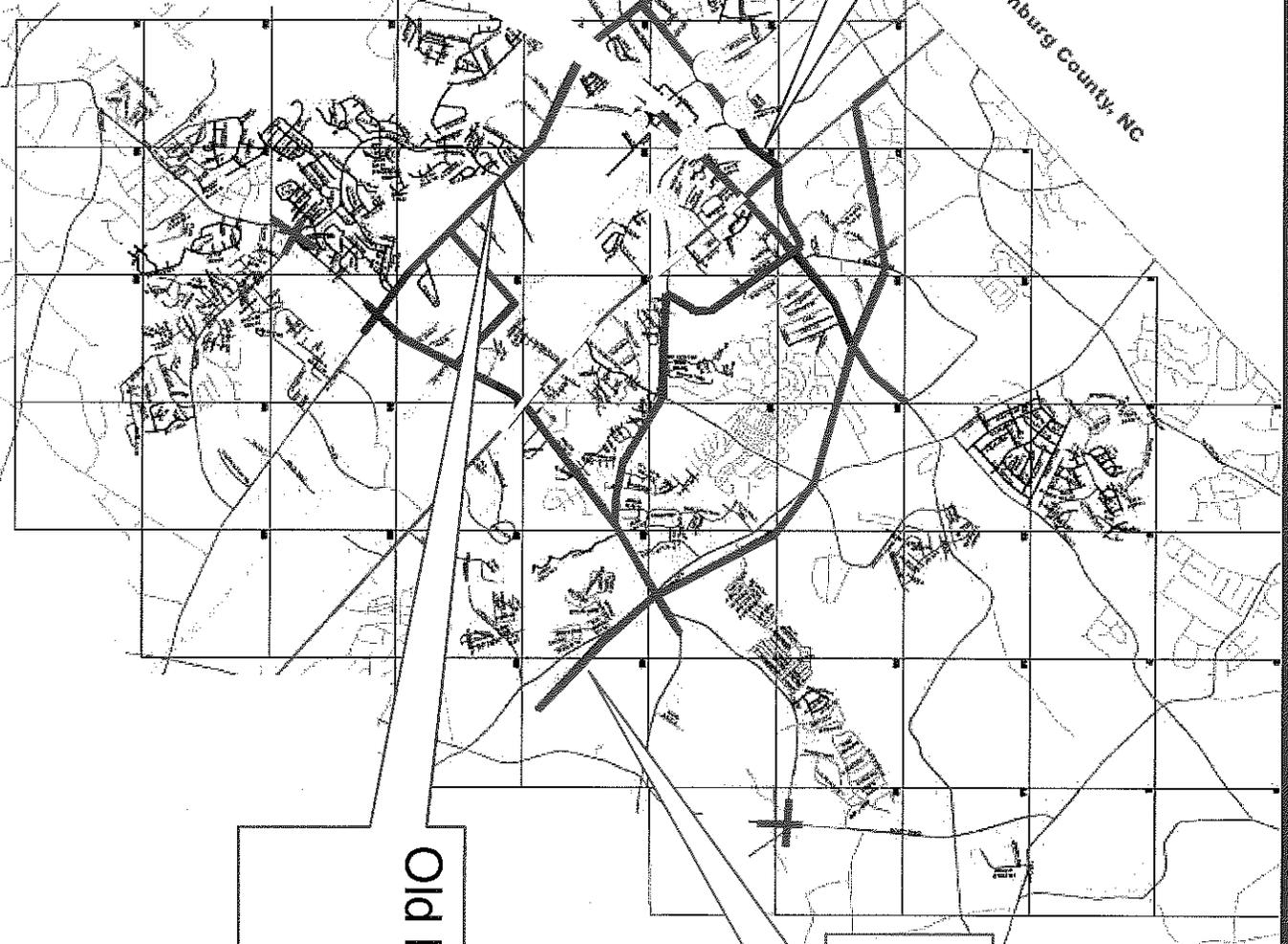
Mecklenburg County, NC

Chestnut Pkwy
Phase 1-3

Downtown
Infrastructure

Old Monroe Rd

Monroe
Expressway



Next Steps

- Council approval of having staff RFO for a design, permitting, and ROW consultants for Chestnut Parkway?
- Council Discussion?

Next Steps

- Council approval of staff beginning RFQ process for consultant for Indian Trail Road widening and streetscape?
- Council Discussion?

Next Steps

- Council approval of staff beginning implementation process to develop Cross Town Greenway System?
- Council Discussion?



TO: Mayor and Town Council

FROM: Jason Tryon, Parks & Recreation Director

DATE: September 3, 2015

SUBJECT: Crooked Creek Dog Park

Town staff has been working diligently on the Crooked Creek Park dog park. Staff has created an agreement that all users will have to complete to gain access into the dog park. The agreement as well as the policies and procedures are below. The agreement and policies have been reviewed and approved by our PARC committee during our May meeting.

Staff Recommendation:

Staff recommendation is the approval of this agreement that includes the rules of the dog park.

Town of Indian Trail Dog Park Agreement

Located at Crooked Creek Park · 5900 Oakwood Lane, Indian Trail, NC 28079

Operating hours: Sunrise to Sunset

The Dog Park is a fenced in area that will remain locked at all times. In order to access the Dog Park, users **must submit the following paperwork to the Town of Indian Trail (TOIT) Parks & Recreation Department at the Cultural Arts Center:**

- One Town of Indian Trail Dog Park Agreement application per dog;
- A copy of each pet's Rabies Vaccination Certificate, Bordetella, and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza) records provided by the pet's animal clinic, which must be attached to application form (include given and expiration dates for all vaccines); **and**
- Proof of Identity: A valid Driver's License/ID card with current address.

Submit all paperwork to: Town of Indian Trail (TOIT) Parks & Recreation Department at the Cultural Arts Center.

TOIT Dog Park Passes will be given out after an application has been approved. Users are required to have this pass at all times during visits to the Dog Park.

This is an annual pass. Please see below annual pass rates:

Type	Resident	Non-Resident
Single Dog	FREE	\$50
Multi-Dog	FREE	\$50 + \$25/additional dog

An annual registration fee is required. For each application, a single pass will be issued which will require renewal annually. ****Additional or reprinted passes will cost \$10.00****

Town of Indian Trail Dog Park Pass Application

Owner's First Name: _____ Owner's Last Name: _____

Owner's Date of Birth: _____ Check one: Registration Renewal

Are you an Indian Trail Resident? Yes No

Street Address: _____ City: _____ Zip: _____

Phone: (H) _____ (C) _____ Email: _____

Dog 1:

Name: _____ Breed: _____

Gender: Male Female Age: _____

Rabies Expiration Date: ____ / ____ / ____ Rabies ID#: _____

Proof of vaccinations provided by an animal clinic receipt or note (Rabies, Bordetella and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza))

Dog 2:

Name: _____ Breed: _____

Gender: Male Female Age: _____

Rabies Expiration Date: ____ / ____ / ____ Rabies ID#: _____

Proof of vaccinations provided by veterinarian receipt or note (Rabies, Bordetella and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza))

Dog 3:

Name: _____ Breed: _____

Gender: Male Female Age: _____

Rabies Expiration Date: ____ / ____ / ____ Rabies ID#: _____

Proof of vaccinations provided by veterinarian receipt or note (Rabies, Bordetella and an official updated list of DHLPP (Distemper/Hepatitis/Leptospirosis/Parvo/Parainfluenza))

Disclaimer: The Town of Indian Trail will be adding these email addresses to the Town's email blasts used for Town communications.

The Town of Indian Trail made clear that to use the Dog Park area, owners must complete an application for Dog Park privileges, present vaccination records and pay the appropriate fee. I understand that the Town of Indian Trail has no knowledge about the behavior or temperament of animals using the area; therefore, the Town of Indian Trail cannot be held liable for any altercations that happen in or around the Dog Park area.

In consideration of receiving Dog Park privileges for myself and the dog(s) identified in this application, I hereby represent and warrant as follows: my dog(s) _____ / _____ / _____ has/have received a rabies vaccination and that all vaccinations are up to date, that the veterinary records attached are the true and accurate records for the dog(s) identified in this application, and that all information provided is accurate and truthful. I realize that providing false information may result in revocation of Dog Park privileges. I further understand and accept that despite the efforts of the Town of

Indian Trail to see that Dog Park users comply with licensing and vaccination requirements, there is a risk that not all dogs present in the Dog Park are licensed and vaccinated.

I hereby release the Town of Indian Trail, its officers, employees and agents from any and all responsibility or liability for injuries or damages to myself or my dog due to my use of, or participation in activities, at the Dog Park. I also agree to indemnify and save harmless the Town of Indian Trail, its officers, employees and agents from and against all loss, cost, damages, expense and liability including death, personal injury or disease and damage to real or personal property resulting from (1) my negligent acts; (2) the acts or behavior of my dog, and (3) injury that may occur to me or my dog or my property as a result of the acts, conduct or behavior of other users of the park, including other dogs.

I have carefully read this Acknowledgement of Risk and Release and understand and accept its terms and conditions. I have also received a copy of the rules for Dog Park usage and agree to abide by these rules. I realize non-compliance of Dog Park rules may result in revocation of Dog Park use privileges.

Owner Name (Print): _____

Owner Signature: _____

Date: _____

Town of Indian Trail Dog Park Rules & Etiquette

- A Town of Indian Trail Dog Park Pass is required to enter the park. Users without passes will not have access to the Dog Park. If a user gains access without a pass or does not have a pass at the time of admittance into the park, the user will be asked to leave the park area. *Do NOT put Dog Park privileges or pets at risk by allowing entrance to unauthorized persons and pets. If users are caught doing this, passes will be revoked.*
- Park & Recreation Staff have the authority to close the site for maintenance, weather related problems, rentals, special events or other reasons.
- Dog owners must be years 18 or older to acquire a Dog Park Pass. Children accompanying dog owners must be strictly supervised at all times and at least 12 years old to be allowed inside the Dog Park. Spectators should remain outside the fence area.
- No animals other than dogs may be brought into the fenced area.
- In accordance with the Town of Indian Trail's Animal Control Ordinance, all dogs are required to wear identification in the form of current rabies immunization tag, pet registration service tag or a commercially available tag with owners current contact information on it.
- North Carolina State Law requires that any owner of a dog shall have their pet vaccinated by 4 months of age and are responsible for keeping their pets' vaccinations up to date.
- Aggressive and female dogs in heat are not allowed inside the park. **Owners must immediately leash and remove dogs from the park at the first sign of aggressive, hostile or combative behavior.** Any dog found to have bitten another dog/person will lose all park privileges. The Town of Indian Trail has the right to prohibit any dogs and/or type/breed of dog from entering the Dog Park.
- Owners of a dog are responsible for the conduct of their pet(s) at all times while on park property. Park users and dog owners assume all risks related to use of the Dog Park. The Town of Indian Trail and its Park & Recreation Department are not responsible for individual's pets or any injuries that may occur while using this facility. Enter at own risk. N.C. State Law requires all dog bites of humans to be reported to the Union County Communications Center at 704-289-1591 or call 911 and a Deputy will be dispatched.
- All dog owners must be in the park and within view and voice control of their dog(s) at all times.
- All dogs must be leashed until safely inside the Dog Park and returned to a leash prior to exiting.
- No more than three dogs per owner in the Dog Park at one time.
- Any person in charge of a dog to must remove feces deposited by the dog on publicly-owned property.
- Choke, prong, pinch and spike collars are prohibited; therefore, the user must remove said items prior to entering the Dog Park.
- Separate areas for Small and Large Dogs are provided. The Small Dog area is designated for dogs 25 pounds or less. Owners must use the appropriate area for their dog.
- Dogs must be at least six months old to enter the Dog Park.
- Sick or injured animals are not permitted in the Dog Park.
- It is recommended that owners only bring dogs that have been spayed or neutered.
- Owners must stop their dogs from digging and must fill any hole created by their dog.
- No dog food, bones or dog chews are permitted in the Dog Park. Bite-sized training treats are permitted as long as they are administered by the dog owner.
- Professional dog trainers are not permitted to use the facility to conduct business unless prior approval is granted by the Town of Indian Trail Parks & Recreation Department.
- No food allowed inside the Dog Park.
- Strollers, bicycles and skateboards are not allowed inside the Dog Park.
- When leaving the Dog Park, please remove all tennis balls, toys or other personal items or they will be discarded. The Town of Indian Trail is not responsible for any and all personal belongings.

I have read the above rules and understand that violating any of these rules will result in Dog Park privileges being terminated without refund.

Signed _____

Date: _____



TO: Mayor and Town Council

FROM: Rox Burhans, Planning Director

DATE: September 2, 2015

SUBJECT: Digital Permitting System

In the 2015-16 budget, the Town Council approved the acquisition of a digital permitting system to help streamline and better manage the review and issuance of land development permits. Town staff has undertaken a selection process to review the available technologies and identify the system best suited for the Indian Trail. Staff is still awaiting the final details for the agreement with the technology vendor and will discuss it at the September 8th Council meeting.

9d

Infovision Hosting, Support and Maintenance Agreement



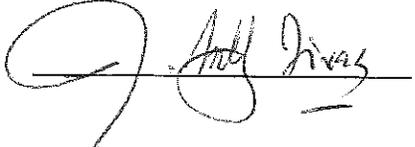
Infovision Software, Inc.
P.O. Box 234, Carlsbad, CA 92108-0234
Phone: 800-849-1655 Fax: 815-642-8541
Web: www.infovisionsoftware.com

Attention: Mr. Rox Burhans
Customer: Town of Indian Trail (CLIENT)

Contract No: 8387

We agree to the Infovision Hosting, Support and Maintenance Agreement as outlined below and accept the proposed charges, support options, and product listing in accordance with the Infovision Hosting, Support and Maintenance Terms & Conditions.

Accepted by Client

Name Joseph A. Fivas Signature 
Title Town Manager Date Sept 15, 15

Accepted by Infovision Software, Inc.

Name Bruce Elliott Signature 
Title President Date (Effective Date) 9/15/2015

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

Mawla S. Sattor 9/15/15

Infovision Hosting, Support and Maintenance Terms & Conditions

1. SCOPE OF AGREEMENT

Infovision Software will provide CLIENT with the standard software hosting, support and maintenance services at stated rates as from the date of installation, and renewal each year thereafter.

2. DURATION OF AGREEMENT

This agreement commences on the effective date and will continue until terminated by CLIENT. CLIENT cannot terminate this contract while there is any amount owing to Infovision Software. When and if Client terminates this Agreement, Infovision will be required to return all of Client's data stored on the Company's servers hosted in-house or in Infovision's data center or any other locations. Furthermore, upon termination Infovision agrees to assist the Client in transitioning to another provider without business interruption.

3. SOFTWARE HOSTING, SUPPORT AND MAINTENANCE

Items included as part of this Software Hosting, Support and Maintenance agreement include:

- (a) Access to CLIENT's data using the Evolve Planning modules listed in Appendix A
- (b) Backup of Client's data nightly and a weekly offsite backup
- (c) Management of Client's database to ensure efficient operation
- (d) Security of the hosting environment and Client's data

SQL Server

1. Database runs on Infovision servers.
2. Nightly database backup stored on AIS cloud drives.
3. AIS replicates cloud drives in San Diego and Phoenix hosting centers.
4. Infovision transfers backups to off-site Infovision server ftp site.
5. Indian Trail would have ftp login to pull nightly backup.
6. Infovision keeps 5 nightly backups of data on AIS cloud drive.

Uploaded Documents

1. Documents stored on AIS cloud drive.
2. Infovision does monthly off-site backup to Infovision ftp server.
3. Indian Trail would have ftp login to pull documents.

Security

1. Infovision manages hosting environment via vpn.

2. All websites are ssl (https)
3. FTP transfer is ssl (sftp)
4. Data center pdfs are attached.
5. AIS provides encryption and security on cloud storage.

(e) Annual updates of the licensed software for the applications purchased will be provided to the CLIENT and installed and configured by Infovision without further charge.

(f) Telephone and Email support to assist with queries and problem resolutions

(g) Infovision shall ensure the software functions in its intended manner without disruption. In the event access to the Infovision Software is disrupted for any reason not attributed to the Client, the disruption shall not exceed 48-hours.

(h) Access to Infovision Internet Home Page, including access to latest software downloads.

Infovision Software will answer telephone and email inquiries made by the CLIENT during the period from 8 am to 7 pm CST/CDT Monday to Friday excluding Public Holidays and directly related to the operation of the Infovision Software and Brava Reader programs. Additionally, Infovision Software will carry out any necessary technical investigation and correction of any errors reported to it in writing during the term of this agreement. In the event of an emergency, Infovision will provide support to CLIENT outside of the above noted days of the week and hours of the day at a billable rate of \$1,200 per-day subject to submittal of suitable billing documentation and pre-approval by Client. CLIENT will be able to contact Infovision during afterhours using the provided emergency contact information.

(i) Access to all data stored by Infovision on behalf of the Client will be provided to Client by a direct FTP log in system that is accessible to the Client at any time. All data (with exception of documents and other attachments) will be maintained in a Structured Query Language (SQL) format and Infovision shall provide all the necessary information or data for Client to recreate the Infovision database. All non-SQL data files (i.e. documents, permits, construction plans, images files, etc) shall be coded in a manner where Client will be able to directly connect them to the corresponding SQL data.

(j) Infovision will treat all financial, statistical, personnel and other data related to the business of the Client with care and discretion in order to maintain its absolute confidentiality. Under no circumstances shall the Infovision disclose any financial, statistical and/or personnel data related to the Client without the express permission of the Client.

4. SERVICES

Infovision will perform all services in a manner and according to the standards observed by a competent practitioner of the profession in which Infovision is engaged. All deliverables will be prepared in a manner that conforms to the standards of quality normally observed by a person in Infovision's profession.

5. CHARGES AND PAYMENT

All prices quoted are firm, provided always that:

(a) CLIENT does not pay excise, sales and use taxes of any kind.

(b) All fees shall be paid within thirty (30) days of invoice date. In addition to the fees listed herein, CLIENT shall reimburse Infovision Software for all reasonable travel and living expenses incurred by Infovision Software in rendering all services subject to submittal of suitable documentation of expenses to Client. Expenses in excess of \$500 in any calendar month must be preapproved by Client.

(c) After notice, past due amounts owing from CLIENT shall bear interest at the rate of one (1%) per month. If delinquent payments should occur for a period exceeding six months, CLIENT shall reimburse Infovision Software for all reasonable costs incurred (including actual attorneys' fees not to exceed 15%) in collecting past due amounts owed by CLIENT. Alternatively, Infovision Software may, at its sole option, suspend CLIENT's service if CLIENT is more than 120 days past due in the payment of amounts owed pursuant to this Agreement.

(d) All payments shall be in U.S. Dollars.

(e) Annual software hosting, support and maintenance costs will be measured from the Go Live date of each module.

(f) Costs for the first year are at the annual contract price for in APPENDIX A. Annually thereafter, such costs may be adjusted upward of the previous year's cost by up to 3% subject to submittal of suitable justification documentation. Infovision shall give Client written notice of possible increases before April 1st to enable increases to be incorporated into Client budget.

(g) Any additional fees shall be subject to written approval by Client prior to additional services being performed or charges incurred.

6. CLIENT'S RESPONSIBILITIES

CLIENT is responsible for maintaining adequate internet connectivity to their site(s). After the initial implementation CLIENT is responsible for ensuring that each person, working on behalf of CLIENT and who is using the Licensed Program, is adequately trained in all aspects of the Licensed Software utilized by that person. For any users requiring the Brava viewer technology, a Windows based PC with Internet Explorer browser is required.

7. INSTALLATION OF NEW RELEASES

New releases (updates) of the Licensed Software supplied by Infovision Software should be installed within 6 months from date of availability. Infovision will not support releases in excess of one year from published date. Infovision will provide release notes, a test environment, and will install the release at a mutually agreed upon date.

8. WARRANTY

Any warranty is in lieu of all other conditions or warranties in respect of the software, express or {00329577.DOCX V. T082.016091;}

implied, statutory or otherwise. Infovision warrants that its products will conform to its documentation and meet generally acceptable commercial standards.

9. INDEMNIFICATION

Infovision warrants it is the developer and owner of the Evolve software technology. Infovision shall indemnify, defend, release and hold CLIENT harmless from any third party suit or third party claim (including all attorney fees) arising from Client's use of the software.

10. FORCE MAJEURE

Neither party will be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing party's reasonable control, including, without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, catastrophe, fire, flood, accidents, strikes, shortages of transportation, fuel, energy, labor or material acts of a public enemy.

11. LIMITATION OF LIABILITY

With respect to claims between Infovision Software and Client, Infovision Software's total liability for any software or service provided pursuant to or arising out of this Agreement, including but not limited to liability arising out of, resulting from or in any way related to contract, tort, breach of warranty, intellectual property infringement or otherwise, shall not in any event exceed the total fees paid by CLIENT with respect to this Agreement. Neither Infovision Software nor its licensors shall be liable for loss of profits, indirect, special, incidental, or consequential damages. This provision shall survive the termination of this Agreement or any amendment thereto.

12. ASSIGNMENT

Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.

13. SEVERABILITY

Any provision of this Agreement, which is prohibited by law or is unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

14. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assignees.

15. MODIFICATION

This Agreement may not be modified except in writing by an authorized signatory of each party.

16. NOTIFICATION

All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.

17. GOVERNING LAW

This Agreement, its execution, interpretation and performance, shall be governed by and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or in any way related to this Agreement or the relationship established by it, or the alleged breach thereof, whether at common law, in contract, in tort, or under statute, shall be governed by the laws of the State of North Carolina. Legal proceedings involving any such controversy or claim may be instituted only in the General Courts of Justice in Union County, North Carolina, and the Parties hereby irrevocably consent to the jurisdiction of such court over their persons and waive any defense based on improper or inconvenient venue or lack of personal jurisdiction.

18. ENTIRE AGREEMENT

These terms and conditions and any attachments constitute the entire understanding between the parties relating to Infovision Software's provision of Support. CLIENT's acceptance of these terms and conditions is deemed to occur upon CLIENT's signature, payment or upon Infovision Software's provision of Support.

19. Authority

Each party represents that they have taken all necessary action to authorize the execution, delivery, and performance of this Agreement and have the authority to execute, deliver and perform this Agreement and all the transactions contemplated hereby.

APPENDIX A

Infovision Services Cost Schedule

PRODUCT/SERVICE DESCRIPTION	COMMENTS	PRICE
Annual Software Hosting, Support and Maintenance:		
Plan Tracking and Development Management		\$4,800
Permitting		3,000
Code Enforcement and Complaint Tracking		2,200
Brava Viewer		210
Total Software Hosting, Support and Maintenance Fee		\$10,210
Provides 500GB of data storage		

Infovision Software License Agreement



Infovision Software, Inc.
P.O. Box 234, Carlsbad, CA 92108-0234
Phone: 800-849-1655 Fax: 815-642-8541
Web: www.infovisionsoftware.com

Attention: Mr. Rox Burhans

Customer: Town of Indian Trail (CLIENT)

Contract No: 5385

We agree to the Infovision License Agreement as outlined below and accept the proposed charges and product listing in accordance with the Infovision Software License Terms & Conditions.

Accepted by Client

Name Joseph A. Fivas

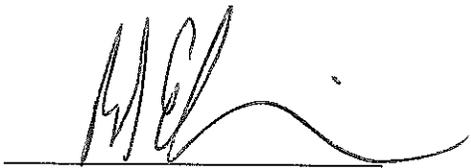
Signature 

Title Town Manager

Date Sept 15, 15

Accepted by Infovision Software, Inc.

Name Bruce Elliott

Signature 

Title President

Date (Effective Date) 9/15/2015

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



9/15/15

Infovision Software License Terms & Conditions

1. SCOPE OF AGREEMENT

Infovision Software grants to CLIENT a non-exclusive site license to use the Infovision software for its purposes throughout its organization and for its citizens and contract service providers. Infovision provides its documentation as a description of the software and its functionality to serve as a reference point for this agreement. This is included as Appendix B.

There is no individual user fee, except for the third party Brava viewer technology. Use is limited to the Client Organization. The software can be used for all staff of the Town and all clients such as developers, contractors, builders, tradesmen and citizens under the terms of the site license.

2. DURATION OF AGREEMENT

This agreement commences on the effective date and will continue until terminated by CLIENT or notice that CLIENT no longer uses the software. CLIENT cannot terminate this contract while there is any amount owing to Infovision Software. When and if Client terminates this Agreement, Infovision will be required to return all of Client's data stored on the Company's servers hosted in-house or in Infovision's data center or any other locations to the Client. Furthermore, Infovision agrees to assist the Client to make the transition without business interruption.

3. CHARGES AND PAYMENT

There are no licensing costs as these are included in the SAAS pricing in Appendix A of the Hosting, Support and Maintenance Agreement with the exception of the Brava Viewer licenses, as referenced in Appendix A.

4. CLIENT'S RESPONSIBILITIES

CLIENT is responsible for maintaining adequate internet connectivity to their site(s). After the initial implementation CLIENT is responsible for ensuring that each person, working on behalf of CLIENT and who is using the Licensed Program, is adequately trained in all aspects of the Licensed Software utilized by that person. For any users requiring the Brava viewer technology, a Windows based PC with Internet Explorer browser is required.

5. SOFTWARE LICENSE

Infovision Software strictly reserves copyright and confidentiality over its licensed software. CLIENT shall not make the Software programs available to others, other than their customers for access to the Public Web Portal. CLIENT may not transfer any rights under this agreement without the written permission of Infovision Software.

6. WARRANTY

Any warranty is in lieu of all other conditions or warranties in respect of the software, express or implied, statutory or otherwise. Infovision warrants that its products will conform to its documentation and meet generally acceptable commercial standards.

7. INDEMNIFICATION

Infovision warrants it is the developer and owner of the Evolve software technology. Infovision shall indemnify, defend, release and hold CLIENT harmless from any third party suit or third party claim (including all attorney fees) arising from Client's use of the software.

8. FORCE MAJEURE

Neither party will be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing party's reasonable control, including, without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, catastrophe, fire, flood, accidents, strikes, shortages of transportation, fuel, energy, labor or material acts of a public enemy.

9. LIMITATION OF LIABILITY

With respect to claims between Infovision and Client, Infovision Software's total liability for any software or service provided pursuant to or arising out of this Agreement, including but not limited to liability arising out of, resulting from or in any way related to contract, tort, breach of warranty, intellectual property infringement or otherwise, shall not in any event exceed the total fees paid by CLIENT with respect to this Agreement. Neither Infovision Software nor its licensors shall be liable for loss of profits, indirect, special, incidental, or consequential damages. This provision shall survive the termination of this Agreement or any amendment thereto.

10. ASSIGNMENT

Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.

11. SEVERABILITY

Any provision of this Agreement, which is prohibited by law or is unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

12. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assignees.

13. MODIFICATION

This Agreement may not be modified except in writing by an authorized signatory of each party.

14. NOTIFICATION

All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.

15. GOVERNING LAW

This Agreement, its execution, interpretation and performance, shall be governed by and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or in any way related to this Agreement or the relationship established by it, or the alleged breach thereof, whether at common law, in contract, in tort, or under statute, shall be governed by the laws of the State of North Carolina. Legal proceedings involving any such controversy or claim may be instituted only in the General Courts of Justice in Union County, North Carolina, and the Parties hereby irrevocably consent to the jurisdiction of such court over their persons and waive any defense based on improper or inconvenient venue or lack of personal jurisdiction.

16. ENTIRE AGREEMENT

These terms and conditions and any attachments constitute the entire understanding between the parties relating to Infovision Software's provision of Support. CLIENT's acceptance of these terms and conditions is deemed to occur upon CLIENT's signature, payment or upon Infovision Software's provision of Support.

17. AUTHORITY

Each party represents that they have taken all necessary action to authorize the execution, delivery, and performance of this Agreement and have the authority to execute, deliver and perform this Agreement and all the transactions contemplated hereby.

APPENDIX A

Infovision Software License Cost Schedule

DESCRIPTION	COMMENTS
Software:	
Code Enforcement and Complaint Tracking	Included in Hosting
Project Management and Review	Included in Hosting
Permitting and Licensing	Included in Hosting
Inspections	Included in Hosting
Public Web Portal	Included in Hosting
Brava Viewer (7 Seats)	\$1,015 (one time fee)

Infovision Software Services Agreement



Infovision Software, Inc.
P.O. Box 234, Carlsbad, CA 92108-0234
Phone: 800-849-1655 Fax: 815-642-8541
Web: www.infovisionsoftware.com

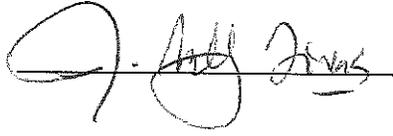
Attention: Mr. Rox Burhans

Customer: Town of Indian Trail (CLIENT)

Contract No: 8386

We agree to the Infovision Services Agreement as outlined below and accept the charges in accordance with the Infovision Services Terms & Conditions.

Accepted by Client

Name Joseph A. Fivas Signature 
Title Town Manager Date Sept 15, 15

Accepted by Infovision Software, Inc.

Name Bruce Elliott Signature 
Title President Date (Effective Date) 9/15/2015

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

Maria D. Sutton 9/15/15

Infovision Services Terms & Conditions

1. SCOPE OF AGREEMENT

Infovision Software will provide the listed services in a professional manner. Infovision Software will provide its services within the scope of the Statement of Work included in this agreement as Appendix B.

Infovision provides its documentation as a description of the software and its functionality to serve as a reference point for this agreement. This is included as Appendix B.

2. DURATION OF AGREEMENT

This agreement commences on the effective date and will continue until the Statement of Work is completed.

3. SERVICES:

Infovision will perform all services in a manner and according to the standards observed by a competent practitioner of the profession in which Infovision is engaged. All deliverables will be prepared in a manner that conforms to the standards of quality normally observed by a person in Infovision's profession.

It is the responsibility of the CLIENT to select suitable staff to provide detailed requirements and be trained. For any training held at the CLIENT premises, the CLIENT will permit Infovision staff to use its equipment for the training of the CLIENT staff.

4. CHARGES AND PAYMENT

All prices quoted are firm, provided always that:

(a) CLIENT does not pay excise, sales and use taxes of any kind; or

Excepting invoices that are due upon execution of this Agreement, all fees shall be paid within thirty (30) days of invoice date.

(b) After notice, past due amounts owing from CLIENT shall bear interest at the rate of one (1%) per month. If delinquent payments should occur for a period exceeding six months, CLIENT shall reimburse Infovision Software for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by CLIENT. Alternatively, Infovision Software may, at its sole option, suspend CLIENT's service if CLIENT is more than 120 days past due in the payment of amounts owed pursuant to this Agreement.

(c) All payments shall be in U.S. Dollars.

(d) Specific modules to be implemented and the associated individual payment include those in the table in Appendix A. Charges associated with each module will be invoiced after the Go Live date of each module. Note, the modules may be implemented in an order different than the one shown below, subject to approval by Client. Services will be invoiced as incurred.

(e) CLIENT shall reimburse Infovision Software for all necessary, reasonable travel and living expenses incurred by Infovision Software in rendering all services in connection with this contract subject to submittal of suitable documentation of expenses to Client. Expenses in excess of \$500 in any calendar month must be preapproved by Client.

(f) Any additional fees shall be subject to written approval by Town prior to additional services being performed or charges incurred.

5. INSTALLATION

Infovision will be responsible for the setup of the Client's instance on its hosted server environment. If the Braver viewer technology is licensed, Infovision will install it on the Client's PC's. Infovision will also be responsible for installing all updates, patches, and any other updates to the Infovision and Brava Reader Software.

6. CLIENT'S RESPONSIBILITIES

CLIENT is responsible for completing all the tasks assigned to them in the Appendix B Statement of Work. The tasks are to be performed in a timely manner.

Client will create a "punch list" 30 days after "go-live" of nonconformance issues to be corrected. Final acceptance takes place upon Client acceptance that the "punch list" items have been corrected. The Client agrees to be reasonable in its list.

The 30 Day Punch List will not include any items not specifically mentioned in the Infovision Software description in Section 1 above and agreed upon prior to corrections commencing.

7. FORCE MAJEURE

Neither party will be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing party's reasonable control, including, without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, catastrophe, fire, flood, accidents, strikes, shortages of transportation, fuel, energy, labor or material acts of a public enemy.

8. LIMITATION OF LIABILITY

With respect to claims between Infovision and Client, Infovision Software's total liability for any software or service provided pursuant to or arising out of this Agreement, including but not limited to liability arising out of, resulting from or in any way related to contract, tort, breach of warranty, intellectual property infringement or otherwise, shall not in any event exceed the total fees paid by CLIENT with respect to this Agreement. Neither Infovision Software nor its licensors shall be liable for loss of profits, indirect, special, incidental, or consequential damages. This provision shall survive the termination of this Agreement or any amendment thereto.

9. FACILITIES AND EQUIPMENT

CLIENT will provide Infovision the following documents, access, facilities, services and site information:

- a) Access to files and documents, which are a product of the system to be replaced or generated by the Program(s).
- b) Information relative to CLIENT's access devices and web access on which the Program must run or with which the Program must interact.
- c) Personnel, facilities, equipment and time for training, installation and other services to be performed by Infovision Software.

10. ASSIGNMENT

Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.

11. SEVERABILITY

Any provision of this Agreement, which is prohibited by law or is unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

12. ENUREMENT

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assignees.

13. MODIFICATION

This Agreement may not be modified except in writing by an authorized signatory of each party.

14. NOTIFICATION

All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.

15. GOVERNING LAW

This Agreement, its execution, interpretation and performance, shall be governed by and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or in any way related to this Agreement or the relationship established by it, or the alleged breach thereof, whether at common law, in contract, in tort, or under statute, shall be governed by the laws of the State of North Carolina. Legal proceedings involving any such controversy or claim may be instituted only in the General Courts of Justice in Union County, North Carolina, and the Parties hereby irrevocably consent to the jurisdiction of such court over their persons and waive any defense based on improper or inconvenient venue or lack of personal jurisdiction.

16. ENTIRE AGREEMENT

These terms and conditions and any attachments constitute the entire understanding between the parties relating to Infovision Software's provision of Support. CLIENT's acceptance of these terms and conditions is deemed to occur upon CLIENT's signature, payment or upon Infovision Software's provision of Support.

17. AUTHORITY

Each party represents that they have taken all necessary action to authorize the execution, delivery, and performance of this Agreement and have the authority to execute, deliver and perform this Agreement and all the transactions contemplated hereby.

APPENDIX A

Infovision Services Cost Schedule

PRODUCT/SERVICE	DESCRIPTION	COMMENTS	PRICE
Services:			
	Plan Tracking and Development Management		\$5,600
	Permitting (Existing Basic Permit)		1,600
	Code Enforcement and Complaint Tracking		2,800
	Out of pocket expenses applied locally. Mileage from Charleston and accommodation only. No airfares.		
	Total Services Fee (one time fee):		\$10,000