

Mayor
John Aneralla

Mayor Pro-Tem
Danny Phillips

Commissioners
Melinda Bales
Dan Boone
Mark Gibbons
Charles Guignard
Rob Kidwell

Town Manager
Gregory H. Ferguson



Department Heads
Max Buchanan, Public Works
Bill Coxe, Transportation
Michael Jaycocks, Parks&Rec
Jack Simoneau, Planning
Cleveland Spruill, Police Chief
Janet Stoner, Finance

Assistant Town Manager
Gerry Vincent

Town Clerk
Janet Pierson

Town Attorney
Bob Blythe

AGENDA
Regular Town Board Meeting
January 19, 2016 - 6:30 PM
TOWN HALL (101 Huntersville-Concord Road)

I. Pre-meeting

- A. Mecklenburg County Park & Recreation Master Plan Update. (5:00 p.m.)
- B. Torrence Lytle Discussion. (5:30 p.m.)
- C. Veterans Park Discussion. (5:45 p.m.)

II. Call to Order

III. Invocation - Moment of Silence

IV. Pledge of Allegiance

V. Mayor and Commissioner Reports-Staff Questions

- A. Mayor Aneralla (Metropolitan Transit Commission, Commerce Station Management Team)
- B. Commissioner Bales (Lake Norman EDC, Lake Norman Transportation Commission, Lake Norman Education Collaborative)
- C. Commissioner Boone (Public Safety Liaison)
- D. Commissioner Gibbons (NC 73 Council of Planning, Veterans Liaison)
- E. Commissioner Guignard (Centralina Council of Governments, Planning Coordinating Committee)
- F. Commissioner Kidwell (Charlotte Regional Transportation Planning Organization, Olde Huntersville Historic Society)
- G. Commissioner Phillips (Lake Norman Chamber Board, Visit Lake Norman Board)

VI. Public Comments, Requests, or Presentations

VII. Agenda Changes

- A. Agenda changes, if any.
- B. Adoption of Agenda.

VIII. Public Hearings

- A. Conduct public hearing on the installation of traffic calming devices along a portion of Castledown Drive in the Gilead Ridge subdivision. *(Stephen Trott)*

IX. Other Business

- A. Consider awarding contract for mowing of District 1 parks to Huntersville Rental and Landscaping Services. *(Michael Jaycocks)*
- B. Consider awarding contract for mowing of District 2 parks to LandCare Innovations. *(Michael Jaycocks)*
- C. Consider approving contract with Garner & Brown Architects, PA for architectural and construction administration services for Huntersville Fire Station No. 4. *(Greg Ferguson)*
- D. Consider authorizing the Police Chief to apply for a Governor's Highway Safety Program Grant for four officers and associated vehicles, uniforms and equipment with matching funds over the next four years. *(Chief Spruill)*
- E. Consider appointments to the Parks & Recreation Commission. *(Michael Jaycocks)*
- F. Consider appointments to the Greenway, Trail and Bikeway Commission. *(Michael Jaycocks)*
- G. Consider appointing Commissioner Mark Gibbons to the Land Development Ordinances Advisory Board. *(Mayor Aneralla)*

X. Consent Agenda

- A. Approve minutes of the January 4, 2016 Regular Town Board Meeting. *(Janet Pierson)*
- B. Approve budget amendment recognizing insurance revenue in the amount of \$195.49 and appropriate to the Police Department's insurance account. *(Janet Stoner/Chief Spruill)*
- C. Approve budget amendment recognizing insurance revenue in the amount of \$1,170.90 and appropriate to the Police Department's insurance account. *(Janet Stoner/Chief Spruill)*

XI. Closing Comments

XII. Adjourn

To speak concerning an item on the Agenda, please print your name and address on the sign-up sheet on the table outside the Board Room prior to the meeting. If you wish to speak concerning an item that is added to the Agenda during the meeting, please raise your hand during that item. Each speaker will be limited to no more than 3 minutes. The Mayor, as the presiding officer may, at his discretion, shorten the time limit for speakers when an unusually large number of persons have signed up to speak.

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

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Stephen Trott
Subject: Castledown Drive Traffic Calming

Installation of traffic calming devices along a portion of Castledown Drive in the Gilead Ridge neighborhood as endorsed by the Gilead Ridge HOA.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
☐ Neighborhood Traffic Calming Policy	Exhibit
☐ Castledown Drive Traffic Calming Presentation	Presentation



NEIGHBORHOOD TRAFFIC CALMING POLICY

Traffic Calming is the combination of physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for both motorized and non-motorized street users.

Traffic calming objectives include:

- Achieving speeds for motor vehicles that are reasonable for a neighborhood setting
- Increasing the safety and the perception of safety for non-motorized users of the street(s)
- Reducing collision frequency and severity
- Reducing the need for police enforcement

The Town of Huntersville continually strives to strengthen and protect its neighborhoods by improving the quality of life in residential areas. Traffic conditions on residential streets can greatly affect neighborhood livability. Speeding traffic in neighborhoods can create safety hazards on residential streets. When traffic problems become a daily occurrence, our sense of community and personal well-being are threatened.

The Town of Huntersville's *Neighborhood Traffic Calming Policy* was developed to guide Town Engineering Staff and inform residents about the processes and procedures for implementing traffic calming on residential streets. Under this policy, the Town Engineering and Public Works Department will work with a Neighborhood Representative at their initiation, to identify traffic problems in their neighborhood and engineer appropriate solutions. A neighborhood representative must be a Home Owners Association (HOA) member and endorsed by the HOA by official letter; or in neighborhoods without an HOA, have the support of 3 other households (must provide names, address, and signatures of supporting household representatives).

This *Neighborhood Traffic Calming Policy* incorporates **Education, Enforcement, and Engineering** into resolving traffic issues in neighborhoods. Residents can actively participate through neighborhood committees providing education and awareness of the issues and solutions available. Increased education, enforcement through spot speed checks, and increased police visibility effectively cause self-enforcement of speed regulations. Finally, where increased education and law enforcement have not reduced speeds, engineering measures (speed reduction through physical means) may be explored.

What Streets will be addressed under this Policy?

Two types of streets are addressed under this policy, Residential Local and Residential Collector.

- Residential Local service streets make up the majority of Huntersville's street system. These streets serve local circulation needs for motor vehicle, bicycle, and pedestrian traffic and primarily provide access to residences and on occasion, businesses.
- Residential Collector streets are more difficult to define. Collector streets provide access between local service streets or from local service streets to thoroughfares. To be considered under this Policy, a collector street must have direct access to residences (i.e. driveways).

Neighborhood Awareness Campaign

Many people exceed the posted speed limit in their own neighborhoods. "Speeders" are not always nonresidents – most are neighbors and friends who are committed to safe, peaceful neighborhoods. Nevertheless speeding in residential areas is a bad habit, and it takes a unified effort to help break it. That's why neighborhood activity is so important. Neighbors should remind neighbors to pay attention to their driving habits and of their mutual responsibility to the residents living in the community. HOA's and residents can take it upon themselves to use several creative methods of reducing traffic problems in neighborhoods:

- Hold discussions at scheduled neighborhood meetings
- Write letters to local newspapers or neighborhood/community newsletters letting drivers know the threat posed by speeding on our sense of community and well-being
- Hold a "slow down" block party to get people to think about their driving habits.
- Groups of residents can walk the neighborhood with door hangers and talk to neighbors about neighborhood traffic safety
- Leave the cars at home. Encourage family and friends to ride bicycles, walk or take the bus to destinations. This will reduce the traffic volume and speeding in the neighborhood. In addition, the presence of people (not just people in cars) along the street reminds drivers that they are in a neighborhood, not on an interstate highway.

These are just a few examples of ideas to assist residents in the education and enforcement of neighborhood traffic problems. It is the responsibility of the neighborhood representative to begin this process and to keep the Town Engineering Staff apprised of the methods that are being employed.

Procedure for initiating a neighborhood traffic study:

1. A Neighborhood Representative (as defined above) should contact the Town of Huntersville Engineering and Public Works Department at (704) 766-2220 or submit a request form to request Traffic Calming. The form for such a request is attached or can be downloaded and submitted electronically from the Town of Huntersville website: [CLICK HERE](#). Each request will be electronically filed and the status can be tracked on the Town webpage.
2. Staff will meet with the Neighborhood Representative to discuss the process that will be followed.
3. Staff collects and analyzes data related to the traffic issues identified and presents the findings to the representative. This process is typically completed within 60 days, depending on the traffic calming request backlog. During the data collection and analysis period, it will be the responsibility of the representative to initiate a minimum of three tasks from the Neighborhood Awareness Campaign. This campaign is entirely the responsibility of the HOA or neighborhood; no Town funds will be used.
4. If warrants for traffic calming measures are not met, traffic calming devices will not be considered under this policy. The street will not be eligible for re-evaluation for a period of 1 year. If the criteria for traffic calming measures are met, then *Type 1* options will be initiated. These are as follows:

Type 1 Options

- Request increased police presence
 - Evaluate traffic control signage and regulatory signage to ensure minimum requirements are met
 - Installation of temporary driver feedback signage (Radar)
5. A follow-up data collection survey and analysis will be conducted within 90 days after *Type 1* options are implemented. If *Type 1* options are ineffective at controlling the undesired traffic conditions, then *Type 2* options will be examined. A description of device types can be found in Appendix A.

Type 2 Options

- Center Island Narrowing
- Chicane
- Choker
- Speed Cushion
- Speed Hump/Table
- Traffic Circle
- Pavement Striping for lane narrowing purposes (Center line, Edge line, etc.)
- Multiway STOP (If Warranted)
- Other methods approved by Staff

6. If applicable, Town Staff will engineer a recommended traffic calming plan using ***Type 2*** options. The staff recommended plan will be presented to the Town Board and a public hearing will be advertised and scheduled on the first Town Board meeting of the month to take citizen input. At a subsequent Town Board meeting, the Town Board will vote to approve, deny, or modify the plan.

Traffic Calming Warrants

To qualify for traffic calming in the Town of Huntersville, the following warrants must be met:

- The street must be classified as a Town maintained two-lane Residential Local or Residential Collector street
- The street cannot be designated as a primary emergency response route, transit route, or classified as a Thoroughfare (See Appendix B)
- The street cannot be more than two travel lanes wide and must be less than or equal to 40 feet
- 15 % of the traffic on the street exceeds the posted speed limit by more than 5 mph, as determined by the field analysis
- The street's speed limit must be posted at 25 mph or less
- The Neighborhood Representative must provide proof of participation in the Neighborhood Awareness Campaign (Minimum of three tasks)

Implementation, Evaluation, and Funding

The Town of Huntersville will be solely responsible for engineering and implementing traffic calming devices that are deemed warranted by the field study. Town Staff will present findings to the Town Board and the Neighborhood Representative. All ***Type 1*** non-physical traffic calming recommendations will be implemented by Town Staff. ***Type 2*** option plans will be implemented as funds are made available and require Town Board review and approval. Traffic calming measures are funded through an appropriation determined by the Town Board.

Re-evaluation and Monitoring

Town Staff will review the effectiveness of each measure after implementation. If the measures prove to be ineffective or should traffic conditions change, Town Staff can recommend removal of the devices. The Town Board must approve any recommendation to remove installed devices.

Appendix A: Description of Traffic Calming Devices

(Appendix A information courtesy of Institute of Transportation Engineers)

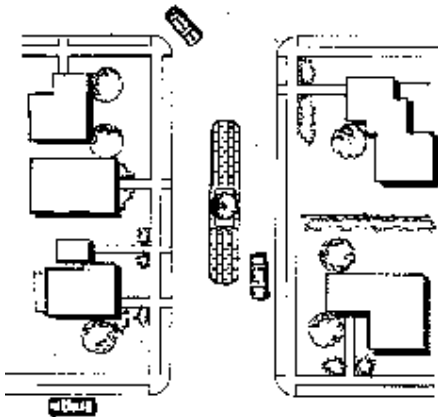
Center Island Narrowing

Description:

- raised islands located along the centerline of a street that narrow the travel lanes at that location
- sometimes called midblock medians, median slow points, or median chokers

Applications:

- are often nicely landscaped to provide visual amenity and neighborhood identity
- can help pedestrianize streets by providing a mid-point refuge for pedestrians crossings
- sometimes used on wide streets to narrow travel lanes
- work well when combined with crosswalks



Potential Impacts:

- may reduce parking and driveway access
- reduces pedestrian crossing width
- may visually enhance the street through landscaping but may also limit visibility of pedestrian crossings
- bicyclists prefer not to have the travel way narrowed into path of motor vehicles
- collision, speed and volume data are not available

Emergency Response Issues:

- preferred by fire department/emergency response agencies to most other traffic calming measures

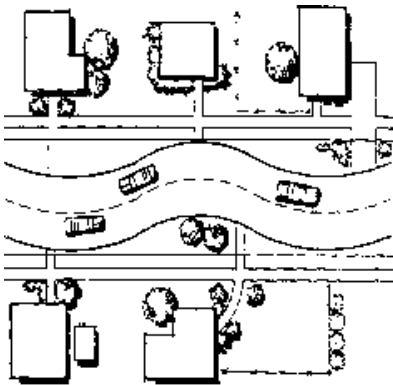
Chicanes

Description:

- a series of narrowings or curb extensions that alternate from one side of the street to the other forming S-shaped curves
- also called deviations, serpentines, reversing curves, twists, and staggerings

Applications:

- appropriate for midblock locations only
- most effective with equivalent volumes on both approaches
- typically, is a series of at least three curb extensions
- can use on-street parking to create chicane



Design/Installation Issues:

- unless well-designed, chicanes may still permit speeding by drivers cutting straight paths across the center line
- European manuals recommend shifts in alignment of at least one lane width, deflection angles of at least 45 degrees, and center islands to prevent drivers from taking a straight "racing line" through the feature

Potential Impacts:

- no effect on access
- limited data available on their effect on speed, volume, and collisions
- street sweeping may need to be done manually
- can impact parking and driveway access
- provides opportunity for landscaping

Emergency Response Issues:

- limited data available on their effect on delay to emergency response
- emergency response typically prefer two-lane chicanes to speed humps

Chokers

Description:

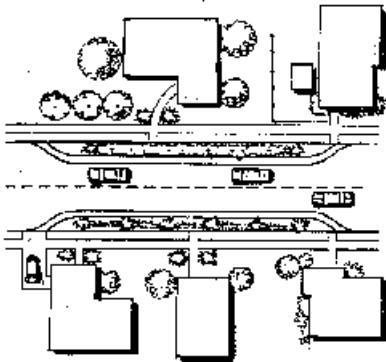
- curb extensions at midblock or intersection corners that narrow a street by extending the sidewalk or widening the planting strip
- can leave the cross section with two narrow lanes or with a single lane
- at midblock, sometimes called parallel chokers, angled chokers, twisted chokers, angle points, pinch points, or midblock narrowings
- at intersections, sometimes called neckdowns, bulbouts, knuckles, or corner bulges
- if marked as a crosswalk, they are also called safe crosses

Applications:

- local and collector streets
- pedestrian crossings
- main roads through small communities
- work well with speed humps, speed tables, raised intersections, textured crosswalks, curb radius reductions, and raised median islands



Design/Installation Issues:



- some applications use an island which allows drainage and bicyclists to continue between the choker and the original curb line
- typically designed to narrow road to 20 feet for two-way traffic; typically avoid the use of widths between 13 and 17 feet
- adequate drainage is a key consideration
- provides opportunity for landscaping
- vertical delineators, bollards or object markers are often used to make visible to snowplow operators

Potential Impacts:

- can impact parking and driveway access
- reduces pedestrian crossing width and increases visibility of pedestrian
- speeds have typically been reduced on average by 4 percent for two-lane chokers and 14 percent for one lane chokers
- minor decrease in traffic for two-lane and 20 percent reduction for one-lane chokers
- collision data not available
- bicyclists prefer not to have the travel way narrowed into path of motor vehicles

Emergency Response Issues:

- preferred by many fire department/emergency response agencies to most other traffic calming measures

Other/Special Considerations:

- one-lane chokers rely on regulatory signs and driver courtesy to work

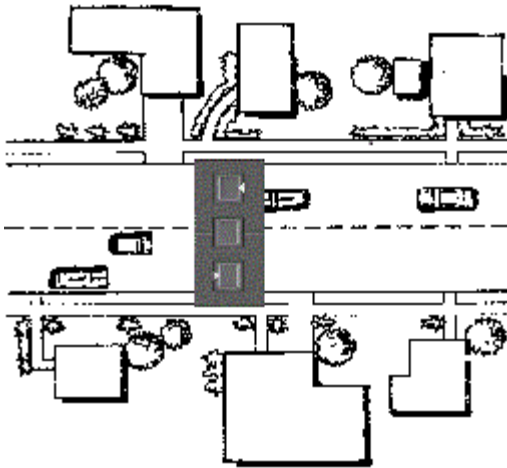
Speed Cushion

Description:

- modular units; either pre-manufactured or constructed with asphalt
- sometimes called speed pods

Applications:

- local and collector streets
- designed to allow wider wheel-based vehicles (emergency vehicles) to straddle and pass with minimal delay



Design/Installation Issues:

- typically 6.5 feet X 6.5 feet in size
- most common height is 3 inches
- pre-manufactured unit shall be installed on roads with adequate pavement structure to allow for anchoring
- number of pods determined by street width

Potential Impacts:

- no effect on access
- traffic volumes have been reduced on average by 15-25 percent depending on alternative routes
- pods require the driver to slow below posted speed to have comfortable ride
- cyclist travel is unimpeded

Emergency Response Issues:

- generally less than 2 seconds of delay per hump for fire trucks

Speed Hump (Tables)

Description:

- long raised speed humps with a flat section in the middle and ramps on the ends; sometimes constructed with brick or other textured materials on the flat section
- sometimes called flat top speed humps, trapezoidal humps, speed platforms, raised crosswalks, or raised crossings

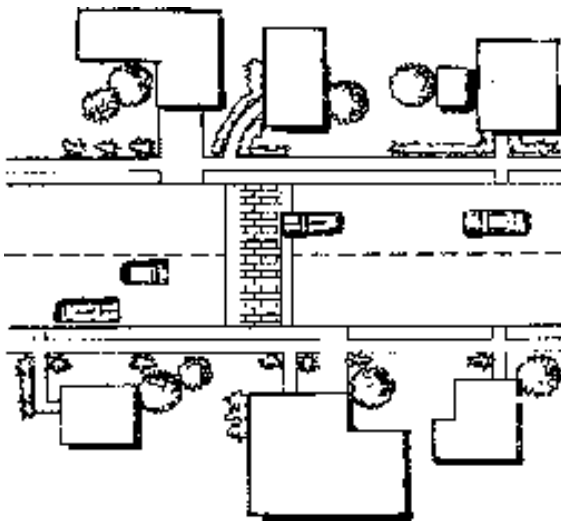
Applications:

- local and collector streets
- main roads through small communities
- typically long enough for the entire wheelbase of a passenger car to rest on top
- work well in combination with textured crosswalks, curb extensions, and curb radius reductions
- can include a crosswalk



Design/Installation Issues:

- typically 22 feet in the direction of travel with 6 foot ramps on each end and a 10 foot flat section in the middle; other lengths (32 and 48 feet) reported in U.S. practice
- most common height is between 3 and 4 inches (and reported as high as 6 inches)
- ramps are typically 6 feet long (reported up to 10 feet long) and are either parabolic or linear
- careful design is needed for drainage



Potential Impacts:

- no effect on access
- speeds are reduced, but usually to a higher crossing speed than at speed bumps (typically between 25 and 27 miles per hour)
- traffic volumes have been reduced on average by 12 percent depending on alternative routes available
- collisions have been reduced on average by 45 percent on treated streets (not adjusted for traffic diversion)
- reported to increase pedestrian visibility and likelihood that driver yields to pedestrian
- adverse impact on transit/service vehicles and cyclists

Emergency Response Issues:

- typically preferred by fire departments over 12 to 14-foot speed humps
- generally less than 3 seconds of delay per hump for fire trucks

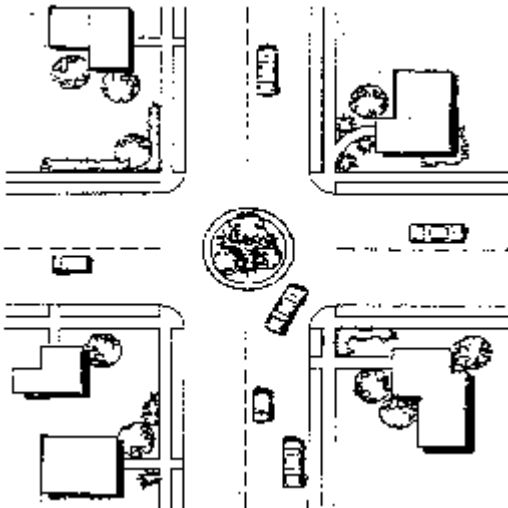
Traffic Circles

Description:

- raised islands, placed in intersections, around which traffic circulates
- motorists yield to motorists already in the intersection
- require drivers to slow to a speed that allows them to comfortably maneuver around them
- sometimes called intersection islands
- different from roundabouts

Applications:

- intersections of local or collector streets
- one lane each direction entering intersection
- not typically used at intersections with high volume of large trucks and buses turning left



Design/Installation Issues:

- typically circular in shape, though not always
- usually landscaped in their center slands
- often controlled by YIELD signs on all approaches
- key design features are the offset distance (distance between projection of street curb and center island), lane width for circling the circle, the circle diameter, and height of mountable outer ring for large vehicles such as school buses and trash trucks

Potential Impacts:

- no effect on access
- reduction in midblock speed of about 10 percent; area of influence tends to be a couple hundred feet upstream and downstream of intersection
- only minimal diversion of traffic

- intersection collisions have been reduced on average by 70 percent and overall collisions by 28 percent
- can result in bicycle/auto conflicts at intersections because of narrowed travel lane

Emergency Response Issues:

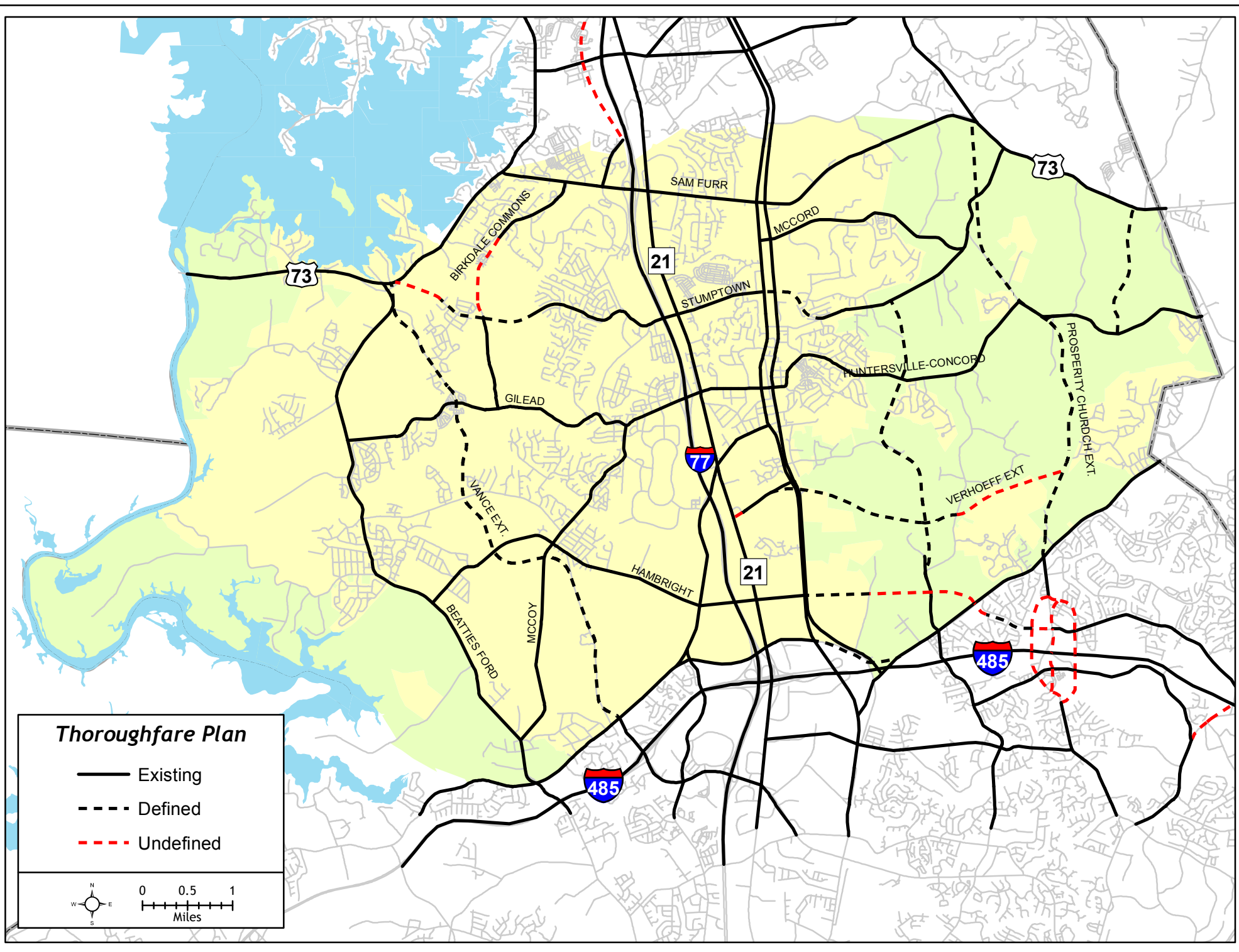
- emergency vehicles typically slow to approximately 13 mph; approximate delay of between 5 and 8 seconds per circle for fire trucks
- fire trucks can maneuver around traffic circles at slow speeds provided vehicles are not parked near the circle

Other/Special Considerations:

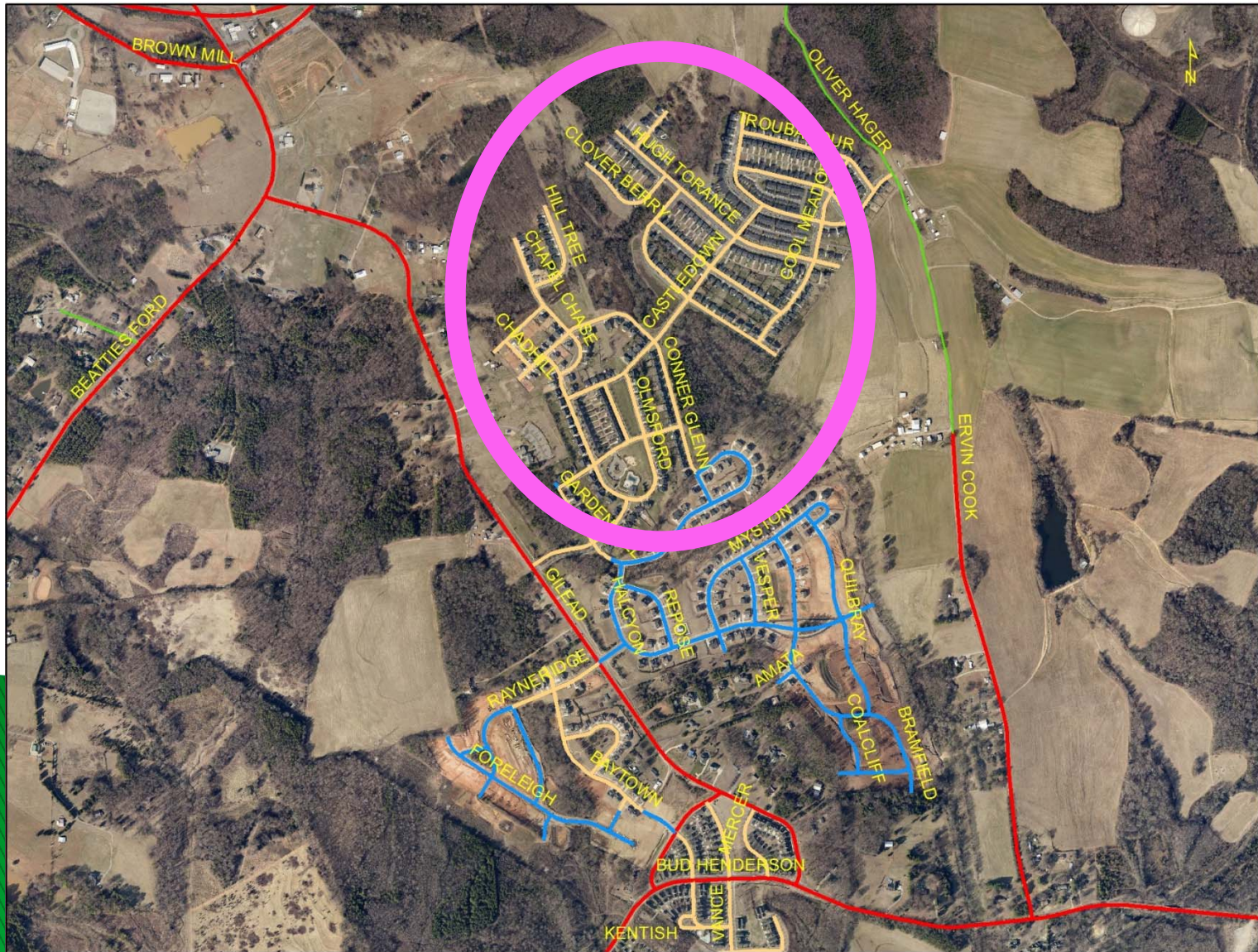
- large vehicles may need to turn left in front of the circle (which could be unsafe at higher volumes); legislation may be required to legally permit this movement
- quality of landscaping and its maintenance are key issues
- landscaping needs to be designed to allow adequate sight distance
- care must be taken to avoid routing vehicles through unmarked crosswalks on side-street approach

Appendix B:

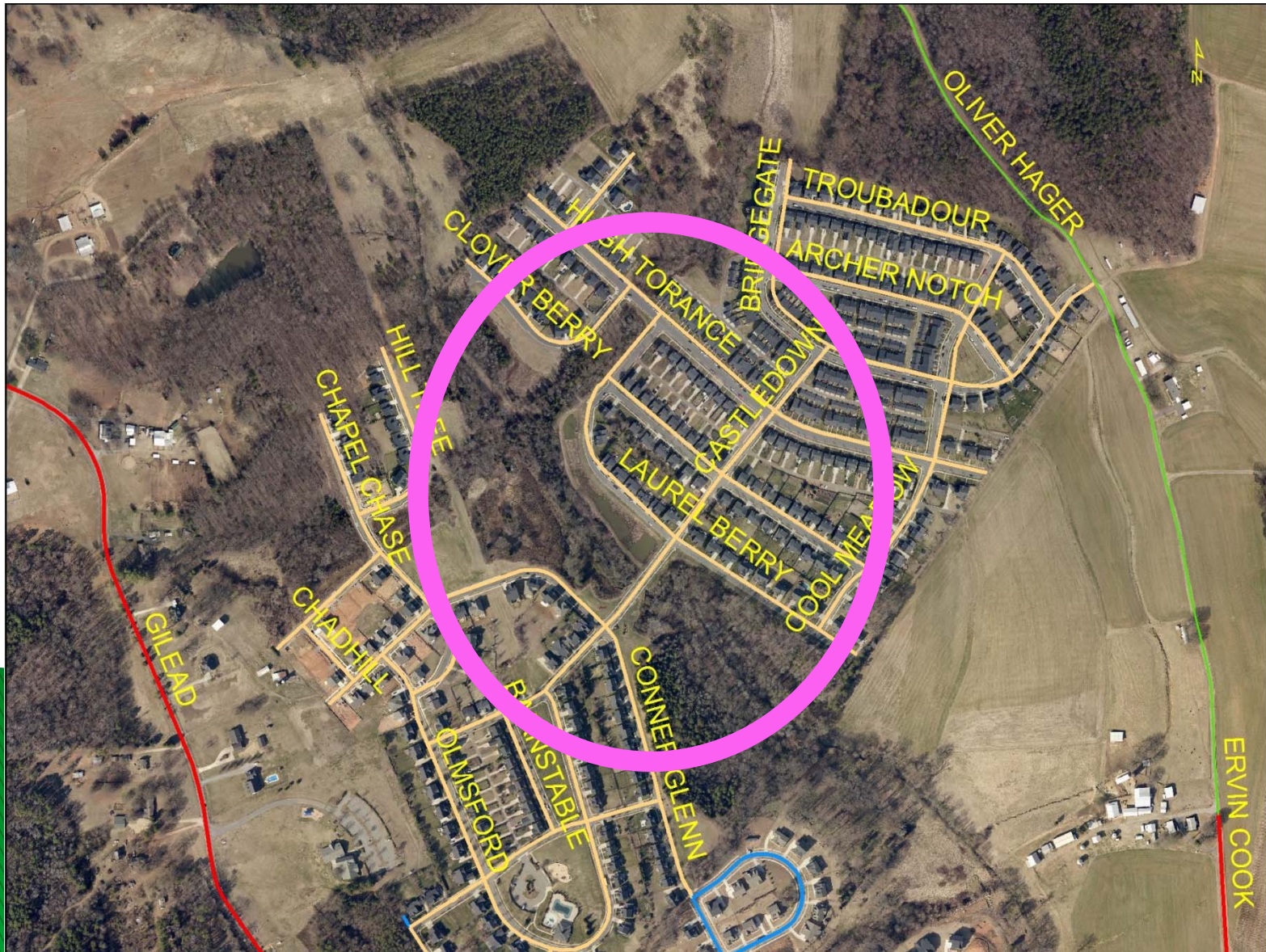
Area Thoroughfare Plan



Castledown Drive Traffic Calming



Castledown Drive Traffic Calming



Castledown Drive Traffic Calming



Google Street View

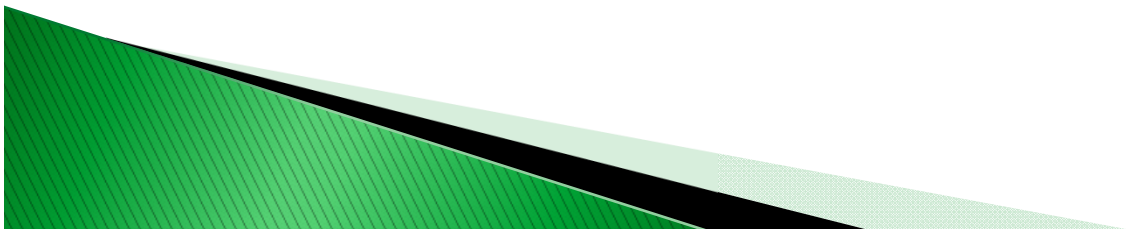
Castledown Drive Traffic Calming

- ▶ Residents Requested Study (HOA supported)
- ▶ Initial Speed Study Results
 - 85th Percentile Speed – 33mph
- ▶ Neighborhood completed Awareness Campaign
- ▶ Type1 Solutions Implemented
 - Requested increased police presence
 - Temporary installation of radar feedback signs



Castledown Drive Traffic Calming

- ▶ Second Speed Study Results
 - 85th Percentile Speed – 31 mph
- ▶ Development of Type 2 Options proposal for traffic calming
- ▶ Proposed Solution is Endorsed by HOA



Castledown Drive Traffic Calming

Install speed
hump

Install speed
hump

Install speed
hump

OLMSFORD

CONNER GLENN

LAUREL BERRY

CHURCH WOOD

CASTLEDOWN

HUGHTORANCE

Estimated Construction Cost: \$10,200

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Michael Jaycocks, Parks & Recreation Director
Subject: Mowing Contract for District 1 Parks

The Huntersville Parks & Recreation Department received eight responses from mowing contractors for the mowing of Town parks. The lowest bid for District 1 parks came from Huntersville Rental and Landscaping Services. This contract is based on a per mow basis.

ACTION RECOMMENDED:

Award Huntersville Rental and Landscaping Services the mowing contract for District 1. This is a three year contract. The contract will begin in March 2016 and end in March 2019.

FINANCIAL IMPLICATIONS:

Based on last year's mowing schedule the overall cost would be \$46,647 per year. This is around a 2% decrease from last year's contract.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Bids	Backup Material
<input type="checkbox"/>	Contract	Backup Material

<u>District TWO</u>												
<u>Barry</u>												
Common areas	\$ 225.00	\$ 600.00	\$ 225.00	\$ 195.00	\$ 394.00	\$ 200.00	\$ 285.00	\$ 100.00				
Soccer fields (6)	\$ 350.00	\$ 720.00	\$ 210.00	\$ 1,020.00	\$ 384.00	\$ 300.00	\$ 420.00	\$ 246.42				
Hills between fields	\$ 150.00	\$ 375.00	\$ 150.00		\$ 244.00	\$ 200.00	\$ 240.00	\$ 240.00				
<u>Bradley Middle School</u>												
Football field (1)	\$ 65.00	\$ 120.00	\$ 35.00	\$ 170.00	\$ 64.00	\$ 40.00	\$ 70.00	\$ 41.07				
Baseball fields (2)	\$ 65.00	\$ 150.00	\$ 60.00	\$ 240.00	\$ 109.00	\$ 60.00	\$ 130.00	\$ 82.14				
<u>HAP</u>												
Common areas-along sidewalk & Verhoeff	\$ 200.00	\$ 230.00	\$ 145.00	\$ 290.00	\$ 194.00	\$ 150.00	\$ 250.00	\$ 105.00				
Baseball (4)	\$ 200.00	\$ 400.00	\$ 120.00	\$ 780.00	\$ 279.00	\$ 200.00	\$ 260.00	\$ 164.28				
Soccer (2)	\$ 150.00	\$ 175.00	\$ 60.00	\$ 340.00	\$ 139.00	\$ 150.00	\$ 140.00	\$ 82.14				
<u>Holbrook Park</u>	\$ 60.00	\$ 75.00	\$ 65.00	\$ 165.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00				
<u>Greenway Park</u>	\$ 50.00	\$ 45.00	\$ 30.00	\$ 90.00	\$ 65.00	\$ 40.00	\$ 45.00	\$ 40.00				
<u>NMP</u>												
Common areas	\$ 400.00	\$ 675.00	\$ 250.00	\$ 265.00	\$ 399.00	\$ 200.00	\$ 450.00	\$ 117.00				
Softball (4)	\$ 300.00	\$ 400.00	\$ 110.00	\$ 480.00	\$ 289.00	\$ 180.00	\$ 260.00	\$ 164.28				
Soccer (2)	\$ 200.00	\$ 175.00	\$ 70.00	\$ 340.00	\$ 139.00	\$ 180.00	\$ 140.00	\$ 82.14				
TOTAL for District TWO per mow	\$ 2,415.00	\$ 4,140.00	\$ 1,530.00	\$ 4,375.00	\$ 2,769.00	\$ 1,970.00	\$ 2,760.00	\$ 1,534.47				



PERFORMANCE CONTRACT

AN AGREEMENT BETWEEN THE TOWN OF HUNTERSVILLE PARKS AND RECREATION DEPARTMENT, HEREIN THE "TOWN" AND _____, THE "CONTRACTOR", FOR THE PROVISION OF ROUTINE MOWING SERVICES IN TOWN PARKS AND PROPERTIES DETAILED HEREIN.

In consideration of the mutual promises and conditions herein, and in recognition of your role as an independent Contractor and not an employee of the TOWN, do with the TOWN agree as follows:

DUTIES OF THE CONTRACTOR:

The Contractor shall:

1. Provide all routine mowing, grass trimming and edging services as defined by the Department beginning March 1, 2016.
2. The Contractor and the firm's staff shall exercise extreme caution when mowing or weed trimming around trees or other landscape material so as to not damage this plant material. Trees up to 3" in caliper that are struck by the Contractors' firm's mowers, resulting in a 50% or greater loss of bark at the tree's base, will be replaced with a similar size and species tree at the Contractor's expense. This would include both tree purchase and installation. Damaged trees having a caliper greater than 3" will be paid for by the Contractor based on standard nursery evaluations. Mulched tree wells must not be struck by the mowing units when mowing. If the mulch ring is struck, it will be re-established by the Contractor. Areas around tree wells should be trimmed with a string trimmer. The Contractor will not damage wooden signposts with mowers or string trimmers. The Contractor will be responsible for replacement of posts, including painting, should damage occur.
3. The Contractor will be responsible for any damages to irrigation system(s) that occur as a result of the Contractor's activities on athletic fields or other irrigated park property. All repairs made to damaged irrigation heads or other irrigation components must meet with the approval of the Town representative. The system must be returned to its original condition by these repairs, using only county approved parts and methods. Additionally, the Contractor will be responsible for any damages to any other park property or fixtures that occur as a result of the Contractor's activities. The Contractor will either repair damaged

4. Property or fixtures to its original condition, or the Contractor will be held financially responsible for the employ of appropriate tradesmen to repair the damage.

The Town will determine whether or not the Contractor is qualified to make the required repairs. This determination will be based upon the nature of the repair and the background of the Contractor (i.e. electrical repairs will have to be done by a licensed electrician).

5. Turf

Common Area Turf- The mowing of common area turf will be done according to departmentally accepted turf grass standards. All glass, paper, limbs, trash or other hazards must be removed prior to mowing. Common Area turf will be mowed to a height of three and one-half (3 ½") inches. The Town reserves the right to determine the interval between mowings. This interval will be based on appropriate turf grass management practices.

Athletic Field Turf- All Athletic Field turf MUST BE cut at (1") one to two (2") inches. The mowing height will be determined by the town. Mowing direction must be alternated between each mow. The Town has the right to change the mowing practices on athletic fields at any time if the Town decides to upgrade the maintenance on these fields. This may involve mowing the fields with a reel mower. If the Contractor is interested in performing this reel mowing, he will have the opportunity to submit a bid on this service. If the Town accepts the Contractors' bid, this new service and the cost will be indicated in a contract amendment and his contract adjusted accordingly. If the Contractor is not selected for this service due to cost, inadequate equipment as determined by the Town, or other reasons, the Contractor's contract will be adjusted to exclude payment for those fields.

The Park Maintenance Superintendent shall act as the Town representative, under the direction of the Assistant Director, and be the individual responsible for making this determination. No mowing will occur if the Park Maintenance Superintendent or his designee does not approve mowing. At no time will the turf be mowed when the soil base is excessively wet and thus results in rutting. If the grass becomes excessively long and windrowing or clumping of cut grass occurs, this excess grass will be removed immediately. Scalping of turf will not be tolerated. If excessive scalping occurs the Contractor will be responsible for reestablishing the turf. Mowing should occur with well-maintained equipment. Blades will always be kept sharp to prevent tearing or uneven cut.

Any clippings that are blown into paved areas, warning tracks, and infield areas during mowing will be removed on the same day as mowed. Clippings must not be blown into landscape beds and baseball clay infield areas. If this occurs, they must be removed. The Contractor should make every effort to complete a site in one days' time. If this is not possible, the site must be completed the next day. All areas around beds, trees, curbing, buildings or other areas not accessible to mowers will be trimmed with string trimmers after each mowing.

6. Storm water Ponds

All storm water ponds on all properties shall be considered as part of the common area turf. Inlets and outlets must be kept clear from overgrown vegetation. Dry pond turf must be kept below 10 inches at all times.

7. Safety

Mowing operations are not permitted on weekends or holidays in the parks, or the day directly preceding the holiday. If the Contractor encounters high visitor use during mowing on a weekday, mowing of that site must be stopped and accomplished when the visitors leave.

Equipment must be maintained in a safe condition at all times. Blades should be kept sharp, and blades showing excessive wear or damage must not be used. All brakes on the mowing equipment must be properly maintained and operative. All mowing equipment must be equipped with safety guards to prevent the mowers from throwing rocks or debris. Guards must be in place and in a down position while mowing is occurring. The Contractor will be expected to immediately correct any safety concerns that are communicated in writing by the Park Maintenance Superintendent or his designee.

The Contractor's employees will wear approved safety glasses, hearing protection, etc.

The Contractor's personnel working in the parks shall be clean and neat and wear appropriate clothing. Shirts will be worn at all times. The Contractor's dress code policy will, at a minimum, ensure identifiable uniforms, vehicles and heavy equipment with the Contractor's name and logo.

The Contractor's work will be subject to inspection by the Park Maintenance Superintendent or his designee. The inspector, using the department's standardized mowing inspection form, will produce a final score, which will affect the Contractor's overall rating and payment. See inspection scoring sheet on the last page.

Ratings will be as follows:

150-130: Above Expected
120-100: Expected
99-70: Below Expected (80% of payment)
69-40: Unacceptable (50% of payment)
39-0: No Payment.

Full payment will be made to Contractors rated above expected or expected. Contractors rated below expected will receive 80% of their contracted payment. Contractors rated unacceptable will receive 50% of their contracted payment. Contractors rated below "unacceptable" will receive no payment as the Town will consider that no mowing service was provided. Contractors rated "below expected" or less will be expected to immediately return to the mowing site to correct deficiencies noted in the report. When these deficiencies are corrected and the mowing job is rated "Expected" or higher, full payment will be made. Three (3) ratings of "Below Expected" or lower during a fiscal year will constitute grounds for contract termination.

The Contractor shall be required to meet monthly with the Park Maintenance Superintendent to discuss mowing inspections, requirements, and to submit invoices for the previous month's mowing.

8. The Contractor shall maintain an adequate and proper staff. If it is Determined that staffing levels are not adequate to perform the required work, this may constitute grounds for contract termination.
9. The Contractor agrees to perform mowing services at the following charges. Charges listed are on a **PER MOW BASIS**:

District One

<u>Abernathy Park</u>	\$
<u>Bradford Park</u>	
Common Areas	\$
Softball Fields (5) only	\$
Soccer Fields (3) only	\$
Disc Golf Course only	\$
<u>Dellwood Center</u>	\$
<u>Waymer Park</u>	
Common Areas	\$
Athletic Fields (1-softball & 1 soccer) only	\$
<u>Veterans Park</u>	\$
<u>Huntersville Arts and Cultural Center</u>	\$
<u>Old Jail</u>	\$
<u>TOTAL FOR DISTRICT ONE PARKS</u>	\$

District Two

<u>Barry Park</u>	
Common Areas	\$
Soccer Fields (6) only	\$
Barry Park Hills (3) between soccer fields	\$
<u>Bradley Middle School</u>	
Football Field (1) only	\$
Baseball Fields (2) only	\$
<u>Huntersville Athletic Park</u>	
Common Areas	\$
Baseball Fields (4) only	\$
Soccer Fields (2) only	\$

<u>Holbrook Park</u>	\$
<u>Greenway Park</u>	\$
<u>North Mecklenburg Park</u>	
Common Areas	\$
Softball Fields (4) only	\$
Soccer Fields (2) only	\$
<u>TOTAL FOR DISTRICT TWO PARKS</u>	\$

10. The Contractor understands that during the life of this contract minor changes may occur in the mowing areas of each park due to either areas being taken out of mowing or areas being added to mowing. If this area of change would ever exceed 10% of the total mowing area, either as an increase or decrease, the Town will alter the Contractor's payment by an amount proportional to the area increased or decreased. If this change is less than 10% of the total area, no change in the payment will occur.

DUTIES OF THE TOWN

The TOWN shall:

1. Provide for all turf improvements including overseeding, fertilizing, aerifying, verticutting, or other activities. The TOWN will notify the Contractor of these activities in advance so that work schedules will be compatible.
2. Perform all major landscape bed maintenance such as mulching, plant replacement, insect control, weed control, etc.
3. Inspect all Contractor's work promptly.

DURATION OF THE CONTRACT:

This contract shall be in force from March 1, 2016 until March 1, 2019 for all contracted locations. The contract will be in place during these periods providing the Contractor abides by the terms of this contract AND that the appropriate contract monies are approved by the Huntersville Town Board. At that time the TOWN, at its sole discretion, reserves the right to renew any contract for one additional year, or to terminate any contract in place and re-bid only those affected mowing sites.

Minority and Women's Business Enterprises Provision

It is the policy of Huntersville Parks and Recreation Department to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and /or lease agreements, consistent with the laws of the State of North Carolina. It is further the policy of Huntersville Parks and Recreation Department to prohibit discrimination against any person or business in

pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran's status. It is further the policy of Huntersville Parks and Recreation Department to conduct its contracting and procurement programs so as to prevent such discrimination.

The Americans with Disabilities Act of 1990 makes it unlawful to discriminate against individuals with a disability in State and local government services and public accommodations. Both parties certify that it and its agents will comply with regulations in A D A Title I (Employment~), Title II (Public Services), and Title III (Public Accommodations in fulfilling the obligations under this agreement.

Indemnity and Insurance

The Contractor shall indemnify and save harmless the TOWN, its agents and employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products, or services rendered under this contract.

The Contractor further agrees to purchase and maintain during the life of the contract with an insurance company acceptable to the TOWN, authorized to do business in the State of North Carolina, the following insurance: Comprehensive General Liability—Bodily Injury and Property Damage Liability Insurance as shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operation be performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and \$1,000,000 property damage liability each occurrence/aggregate. This insurance shall include coverage for products/completed operations, contractual liability assumed under the indemnity provisions of this contract and broad form property damage.

Vehicle Insurance

Bodily injury and property damage liability covering all owned, non-owned, and hired vehicles for limits of not less than \$1,000,000 each person, \$1,000,000 each occurrence bodily injury liability and \$1,000,000 each occurrence property damage liability.

Workers' Compensation and Occupational Disease Insurance

The Contractor shall meet the statutory requirements of the State of North Carolina.

Certificates of such insurance will be furnished to the TOWN and shall contain the provision that the TOWN be given thirty (30) days written notice of any intent to amend or terminate either the Contractor or the issuing company.

Cancellations, Options for Termination

Upon the occurrence of any one or more events that violate the provisions of this contract, this mowing contract may be subject to cancellation. As a condition precedent, the Operations Supervisor shall give the Contractor ten (10) days notice by registered or

certified mail of the date set for cancellation, the grounds of cancellation, and shall provide the Contractor with an opportunity to be heard by date of cancellation, and shall provide the Contractor, with an opportunity to be heard by the Park Maintenance Superintendent with respect to the proposed cancellations, on or before the effective date of cancellation if a timely request is made by the Contractor.

Either party has the right to terminate this agreement by providing thirty (30) days written notice, by registered or certified mail, to the other party.

As stated in the contract, the Contractor is required to have sufficient equipment and personnel to perform the work. The Contractor is also responsible to ensure that the dollar amount bid is sufficient to allow him to do the work in accordance with the specifications outlined in the contract. If a Contractor is awarded and accepts a contract that he/she cannot fulfill due to inadequate equipment and/or personnel, or because the Contractor underbid, or the Contractor cancels the contract without proper notice as dictated in the contract, this Contractor shall indemnify the TOWN against any losses suffered by the TOWN due to the Contractors' inability to fulfill the obligations of the contract. This will include, but not be limited to, providing compensation to the TOWN at an hourly rate equivalent to the staff's salary for the staff time involved in the preparation and administration of the RFP and any other costs associated with the RFP and the bidding process. The TOWN shall be entitled to take any steps it believes appropriate to lessen its actual or threatened loss, which steps may include termination of the contract or withholding payment sufficient to cover the loss.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

Method of Payment

The Contractor shall submit a written invoice to the Park Maintenance Superintendent at the regularly scheduled monthly mowing meeting. This invoice will individually list each mowing performed by site, the date it was performed and the charge for each individual service. The Contractor should allow two (2) weeks for processing between invoicing and payments. The TOWN will not be responsible for delays in issuing checks due to the Contractor's failure to meet invoice submission deadlines.

Date: _____

In WITNESS THEREOF, the parties have executed this Contract as of the date first above written.

CONTRACTOR:

Contractor

By

Address

City, State, Zip

Business Phone

TOWN OF HUNTERSVILLE:

Director, Parks and Recreation

Mowing Inspection Score Sheet

Scoring

130 – 150: Grass is mowed at the correct height with no scalping and with no clippings left on grass. Mowing direction on athletic fields were changed. All fence lines, poles, sidewalks, mulch beds & etc. are edged and trimmed. All Clippings are blown off of sidewalks, streets, parking lots, and other areas. No clippings in warning tracks, clay areas and mulch beds.

100 – 120: Grass is mowed at the correct height with no scalping and with little clippings left on grass. Mowing direction on athletic fields were changed. All fence lines, poles, sidewalks, mulch beds & etc. are edged and trimmed with just a few low visible areas not edged or trimmed. All Clippings are blown off of sidewalks, streets, parking lots, and other areas. Very little amounts of clippings in warning tracks, clay areas and mulch beds.

70 - 99: Grass is not mowed at the correct height with scalping being very visible and with large amounts clippings left on grass. Mowing direction was not changed. Some fence lines, poles, sidewalks, mulch beds & etc. are not edged and trimmed. Some Clippings are left on sidewalks, streets, parking lots, and other areas. Some clippings are blow into warning tracks, clay areas and mulch beds.

40 – 69: Grass is not mowed at the correct height with scalping in many areas and with large amounts clippings left on grass. Mowing direction was not changed. Fence lines, poles, sidewalks, mulch beds & etc. are not edged and trimmed in many areas. Some Clippings are left on sidewalks, streets, parking lots, and other areas. Many clippings are blow into warning tracks, clay areas and mulch beds.

0 – 39: Grass is not mowed at the correct height with scalping in the majority of the areas mowed and with large amounts clippings left on grass. Mowing direction was not changed. Fence lines, poles, sidewalks, mulch beds & etc. are not edged and trimmed in the majority of areas. Lots of clippings are left on sidewalks, streets, parking lots, and other areas. Large amounts of clippings are blow into warning tracks, clay areas and mulch beds.

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Michael Jaycocks, Parks & Recreation Director
Subject: Mowing Contract for District 2 Parks

The Huntersville Parks & Recreation Department received eight responses from mowing contractors for the mowing of Town parks. The lowest bid for District 2 parks came from LandCare Innovations. This contract is based on a per mow basis.

ACTION RECOMMENDED:

Award LandCare Innovations the mowing contract for District 2. This is a three year contract. The contract will begin in March 2016 and end in March 2019.

FINANCIAL IMPLICATIONS:

Based on last year's mowing schedule the overall cost would be \$64,675 per year. This is around a 3% decrease from last year's contract.

ATTACHMENTS:

	Description	Type
☐	Bids	Backup Material
☐	Contract	Backup Material

[illegible]



PERFORMANCE CONTRACT

AN AGREEMENT BETWEEN THE TOWN OF HUNTERSVILLE PARKS AND RECREATION DEPARTMENT, HEREIN THE "TOWN" AND _____, THE "CONTRACTOR", FOR THE PROVISION OF ROUTINE MOWING SERVICES IN TOWN PARKS AND PROPERTIES DETAILED HEREIN.

In consideration of the mutual promises and conditions herein, and in recognition of your role as an independent Contractor and not an employee of the TOWN, do with the TOWN agree as follows:

DUTIES OF THE CONTRACTOR:

The Contractor shall:

1. Provide all routine mowing, grass trimming and edging services as defined by the Department beginning March 1, 2016.
2. The Contractor and the firm's staff shall exercise extreme caution when mowing or weed trimming around trees or other landscape material so as to not damage this plant material. Trees up to 3" in caliper that are struck by the Contractors' firm's mowers, resulting in a 50% or greater loss of bark at the tree's base, will be replaced with a similar size and species tree at the Contractor's expense. This would include both tree purchase and installation. Damaged trees having a caliper greater than 3" will be paid for by the Contractor based on standard nursery evaluations. Mulched tree wells must not be struck by the mowing units when mowing. If the mulch ring is struck, it will be re-established by the Contractor. Areas around tree wells should be trimmed with a string trimmer. The Contractor will not damage wooden signposts with mowers or string trimmers. The Contractor will be responsible for replacement of posts, including painting, should damage occur.
3. The Contractor will be responsible for any damages to irrigation system(s) that occur as a result of the Contractor's activities on athletic fields or other irrigated park property. All repairs made to damaged irrigation heads or other irrigation components must meet with the approval of the Town representative. The system must be returned to its original condition by these repairs, using only county approved parts and methods. Additionally, the Contractor will be responsible for any damages to any other park property or fixtures that occur as a result of the Contractor's activities. The Contractor will either repair damaged

4. Property or fixtures to its original condition, or the Contractor will be held financially responsible for the employ of appropriate tradesmen to repair the damage.

The Town will determine whether or not the Contractor is qualified to make the required repairs. This determination will be based upon the nature of the repair and the background of the Contractor (i.e. electrical repairs will have to be done by a licensed electrician).

5. Turf

Common Area Turf- The mowing of common area turf will be done according to departmentally accepted turf grass standards. All glass, paper, limbs, trash or other hazards must be removed prior to mowing. Common Area turf will be mowed to a height of three and one-half (3 ½") inches. The Town reserves the right to determine the interval between mowings. This interval will be based on appropriate turf grass management practices.

Athletic Field Turf- All Athletic Field turf MUST BE cut at (1") one to two (2") inches. The mowing height will be determined by the town. Mowing direction must be alternated between each mow. The Town has the right to change the mowing practices on athletic fields at any time if the Town decides to upgrade the maintenance on these fields. This may involve mowing the fields with a reel mower. If the Contractor is interested in performing this reel mowing, he will have the opportunity to submit a bid on this service. If the Town accepts the Contractors' bid, this new service and the cost will be indicated in a contract amendment and his contract adjusted accordingly. If the Contractor is not selected for this service due to cost, inadequate equipment as determined by the Town, or other reasons, the Contractor's contract will be adjusted to exclude payment for those fields.

The Park Maintenance Superintendent shall act as the Town representative, under the direction of the Assistant Director, and be the individual responsible for making this determination. No mowing will occur if the Park Maintenance Superintendent or his designee does not approve mowing. At no time will the turf be mowed when the soil base is excessively wet and thus results in rutting. If the grass becomes excessively long and windrowing or clumping of cut grass occurs, this excess grass will be removed immediately. Scalping of turf will not be tolerated. If excessive scalping occurs the Contractor will be responsible for reestablishing the turf. Mowing should occur with well-maintained equipment. Blades will always be kept sharp to prevent tearing or uneven cut.

Any clippings that are blown into paved areas, warning tracks, and infield areas during mowing will be removed on the same day as mowed. Clippings must not be blown into landscape beds and baseball clay infield areas. If this occurs, they must be removed. The Contractor should make every effort to complete a site in one days' time. If this is not possible, the site must be completed the next day. All areas around beds, trees, curbing, buildings or other areas not accessible to mowers will be trimmed with string trimmers after each mowing.

6. Storm water Ponds

All storm water ponds on all properties shall be considered as part of the common area turf. Inlets and outlets must be kept clear from overgrown vegetation. Dry pond turf must be kept below 10 inches at all times.

7. Safety

Mowing operations are not permitted on weekends or holidays in the parks, or the day directly preceding the holiday. If the Contractor encounters high visitor use during mowing on a weekday, mowing of that site must be stopped and accomplished when the visitors leave.

Equipment must be maintained in a safe condition at all times. Blades should be kept sharp, and blades showing excessive wear or damage must not be used. All brakes on the mowing equipment must be properly maintained and operative. All mowing equipment must be equipped with safety guards to prevent the mowers from throwing rocks or debris. Guards must be in place and in a down position while mowing is occurring. The Contractor will be expected to immediately correct any safety concerns that are communicated in writing by the Park Maintenance Superintendent or his designee.

The Contractor's employees will wear approved safety glasses, hearing protection, etc.

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150-130: Above Expected
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Full payment will be made to Contractors rated above expected or expected. Contractors rated below expected will receive 80% of their contracted payment. Contractors rated unacceptable will receive 50% of their contracted payment. Contractors rated below "unacceptable" will receive no payment as the Town will consider that no mowing service was provided. Contractors rated "below expected" or less will be expected to immediately return to the mowing site to correct deficiencies noted in the report. When these deficiencies are corrected and the mowing job is rated "Expected" or higher, full payment will be made. Three (3) ratings of "Below Expected" or lower during a fiscal year will constitute grounds for contract termination.

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9. The Contractor agrees to perform mowing services at the following charges. Charges listed are on a **PER MOW BASIS**:

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<u>Bradford Park</u>	
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<u>Huntersville Arts and Cultural Center</u>	\$
<u>Old Jail</u>	\$
<u>TOTAL FOR DISTRICT ONE PARKS</u>	\$

District Two

<u>Barry Park</u>	
Common Areas	\$
Soccer Fields (6) only	\$
Barry Park Hills (3) between soccer fields	\$
<u>Bradley Middle School</u>	
Football Field (1) only	\$
Baseball Fields (2) only	\$
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Common Areas	\$
Softball Fields (4) only	\$
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<u>TOTAL FOR DISTRICT TWO PARKS</u>	\$

10. The Contractor understands that during the life of this contract minor changes may occur in the mowing areas of each park due to either areas being taken out of mowing or areas being added to mowing. If this area of change would ever exceed 10% of the total mowing area, either as an increase or decrease, the Town will alter the Contractor's payment by an amount proportional to the area increased or decreased. If this change is less than 10% of the total area, no change in the payment will occur.

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The TOWN shall:

1. Provide for all turf improvements including overseeding, fertilizing, aerifying, verticutting, or other activities. The TOWN will notify the Contractor of these activities in advance so that work schedules will be compatible.
2. Perform all major landscape bed maintenance such as mulching, plant replacement, insect control, weed control, etc.
3. Inspect all Contractor's work promptly.

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The Contractor further agrees to purchase and maintain during the life of the contract with an insurance company acceptable to the TOWN, authorized to do business in the State of North Carolina, the following insurance: Comprehensive General Liability—Bodily Injury and Property Damage Liability Insurance as shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury or property damage which arise from operations of this contract whether such operation be performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and \$1,000,000 property damage liability each occurrence/aggregate. This insurance shall include coverage for products/completed operations, contractual liability assumed under the indemnity provisions of this contract and broad form property damage.

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Bodily injury and property damage liability covering all owned, non-owned, and hired vehicles for limits of not less than \$1,000,000 each person, \$1,000,000 each occurrence bodily injury liability and \$1,000,000 each occurrence property damage liability.

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The Contractor shall meet the statutory requirements of the State of North Carolina.

Certificates of such insurance will be furnished to the TOWN and shall contain the provision that the TOWN be given thirty (30) days written notice of any intent to amend or terminate either the Contractor or the issuing company.

Cancellations, Options for Termination

Upon the occurrence of any one or more events that violate the provisions of this contract, this mowing contract may be subject to cancellation. As a condition precedent, the Operations Supervisor shall give the Contractor ten (10) days notice by registered or

certified mail of the date set for cancellation, the grounds of cancellation, and shall provide the Contractor with an opportunity to be heard by date of cancellation, and shall provide the Contractor, with an opportunity to be heard by the Park Maintenance Superintendent with respect to the proposed cancellations, on or before the effective date of cancellation if a timely request is made by the Contractor.

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As stated in the contract, the Contractor is required to have sufficient equipment and personnel to perform the work. The Contractor is also responsible to ensure that the dollar amount bid is sufficient to allow him to do the work in accordance with the specifications outlined in the contract. If a Contractor is awarded and accepts a contract that he/she cannot fulfill due to inadequate equipment and/or personnel, or because the Contractor underbid, or the Contractor cancels the contract without proper notice as dictated in the contract, this Contractor shall indemnify the TOWN against any losses suffered by the TOWN due to the Contractors' inability to fulfill the obligations of the contract. This will include, but not be limited to, providing compensation to the TOWN at an hourly rate equivalent to the staff's salary for the staff time involved in the preparation and administration of the RFP and any other costs associated with the RFP and the bidding process. The TOWN shall be entitled to take any steps it believes appropriate to lessen its actual or threatened loss, which steps may include termination of the contract or withholding payment sufficient to cover the loss.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

Method of Payment

The Contractor shall submit a written invoice to the Park Maintenance Superintendent at the regularly scheduled monthly mowing meeting. This invoice will individually list each mowing performed by site, the date it was performed and the charge for each individual service. The Contractor should allow two (2) weeks for processing between invoicing and payments. The TOWN will not be responsible for delays in issuing checks due to the Contractor's failure to meet invoice submission deadlines.

Date: _____

In WITNESS THEREOF, the parties have executed this Contract as of the date first above written.

CONTRACTOR:

Contractor

By

Address

City, State, Zip

Business Phone

TOWN OF HUNTERSVILLE:

Director, Parks and Recreation

Mowing Inspection Score Sheet

Scoring

130 – 150: Grass is mowed at the correct height with no scalping and with no clippings left on grass. Mowing direction on athletic fields were changed. All fence lines, poles, sidewalks, mulch beds & etc. are edged and trimmed. All Clippings are blown off of sidewalks, streets, parking lots, and other areas. No clippings in warning tracks, clay areas and mulch beds.

100 – 120: Grass is mowed at the correct height with no scalping and with little clippings left on grass. Mowing direction on athletic fields were changed. All fence lines, poles, sidewalks, mulch beds & etc. are edged and trimmed with just a few low visible areas not edged or trimmed. All Clippings are blown off of sidewalks, streets, parking lots, and other areas. Very little amounts of clippings in warning tracks, clay areas and mulch beds.

70 - 99: Grass is not mowed at the correct height with scalping being very visible and with large amounts clippings left on grass. Mowing direction was not changed. Some fence lines, poles, sidewalks, mulch beds & etc. are not edged and trimmed. Some Clippings are left on sidewalks, streets, parking lots, and other areas. Some clippings are blow into warning tracks, clay areas and mulch beds.

40 – 69: Grass is not mowed at the correct height with scalping in many areas and with large amounts clippings left on grass. Mowing direction was not changed. Fence lines, poles, sidewalks, mulch beds & etc. are not edged and trimmed in many areas. Some Clippings are left on sidewalks, streets, parking lots, and other areas. Many clippings are blow into warning tracks, clay areas and mulch beds.

0 – 39: Grass is not mowed at the correct height with scalping in the majority of the areas mowed and with large amounts clippings left on grass. Mowing direction was not changed. Fence lines, poles, sidewalks, mulch beds & etc. are not edged and trimmed in the majority of areas. Lots of clippings are left on sidewalks, streets, parking lots, and other areas. Large amounts of clippings are blow into warning tracks, clay areas and mulch beds.

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Greg Ferguson, Town Manager
Subject: Contract for Fire Station No. 4

Consider approving contract with Garner & Brown Architects, PA for architectural and construction administration services for Huntersville Fire Station No. 4.

ACTION RECOMMENDED:

Approve Contract

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
□ Contract	Backup Material



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Huntersville
101 Huntersville Concord Road
PO Box 664
Huntersville, NC 28070

and the Architect:
(Name, legal status, address and other information)

Garner & Brown Architects, PA
1718 East Boulevard
Charlotte, NC 28203

for the following Project:
(Name, location and detailed description)

Huntersville Fire Station 4
8824 McIlwaine Road
Huntersville, NC 28078

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Architectural services for a two bay fire station, approximately 10-12,000 SF. Building Program to be developed by Owner's Fire Station Design Committee and the Architect. Station to be located on a 10.12 acre city owned site at 8824 McIlwaine Rd Huntersville, NC 28078.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 per claim/\$2,000,000 aggregate

.2 Automobile Liability

\$1,000,000 (no company owned automobiles)

.3 Workers' Compensation

\$1,000,000 /\$1,000,000 /\$1,000,000

.4 Professional Liability

\$1,000,000 per claim/ \$2,000,000 annual aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming (B202™–2009)	Owner/Architect	Basic Service
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering	Architect	Additional Service
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)	Architect	Additional Service (If required)
§ 4.1.23	Extensive environmentally responsible design	Architect	Additional Service (If required)
§ 4.1.24	LEED® Certification (B214™–2012)	Architect	Additional Service (If required)
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Civil Engineering to include site design, grading, stormwater & erosion control.
LEED Design as determined with Owner's Fire Station Design Committee.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 50 (fifty) visits to the site by the Architect over the duration of the Project during construction
- .3 2 (two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 2 (two) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (twenty four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be 8% of the construction cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering shall be \$21,875.00.

LEED design or LEED standard shall add 0.5% to compensation as in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Additional Services shall be at standard office rates in section 11.7.

Additional Services shall be approved by Owner in advance.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty five percent (25 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	fifteen	percent (15	%)
Construction Documents Phase	forty five	percent (45	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category		Rate
Architectural	Architect (Principal)	\$150.00/hr
	Architect	\$125.00/hr
	Designer	\$95.00/hr
	Administrative Assistant	\$45.00/hr
Civil/Landscape	Civil Engineer	\$140.00/hr
	Civil Project Manager	\$125.00/hr
	Landscape Architect	\$125.00/hr
	Designer	\$85.00/hr
	Administrative Assistant	\$35.00/hr
Structural	Engineer (Principal)	\$150.00/hr
	Engineer	\$100.00/hr
	CAD Technician	\$70.00/hr
	Administrative Assistant	\$45.00/hr
Mechanical/Electrical	Engineer (Principal)	\$175.00/hr
	Engineer (Project Manager)	\$150.00/hr
	Designer	\$110.00/hr
	Administrative Assistant	\$65.00/hr

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

1. Pursuant to Sec. 8.2.2, Owner and Architect agree that any mediation shall be mediated by a mediator qualified to mediate disputes in the Superior Court Division of the General Court of Justice for Mecklenburg County, North Carolina. If parties cannot mutually agree upon such mediator, they shall request that one be appointed by the appropriate court.
2. This Agreement shall be interpreted and governed by the laws of the State of North Carolina. The sole venue for any dispute resolution shall be a state or federal court sitting in Mecklenburg County, North Carolina.
3. E-VERIFY. ARCHITECT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if ARCHITECT utilizes a subcontractor, ARCHITECT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)

Init.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Greg Ferguson Town Manager

(Printed name and title)

ARCHITECT

(Signature)

Scott Garner President

(Printed name and title)

Init.

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Police Chief Cleveland L. Spruill
Subject: Police Crime Analysis Contract Services

The Police Department is seeking funding through a Governor's Highway Safety Program (GHSP) grant to hire four (4) officers to increase the size of the Traffic Section. The GHSP grant, which covers the cost of salaries for the officers as well as the associated vehicles, uniforms and equipment, requires matching funds from Huntersville over the four-year life of the grant.

ACTION RECOMMENDED:

Authorize the Police Chief to apply for a Governor's Highway Safety Program Grant for four officers and associated vehicles, uniforms and equipment with matching funds over the next 4 years.

FINANCIAL IMPLICATIONS:

The breakdown of matching percentage obligation over the life of the grant is as follows.

Year 1 – 85% GHSP - 15% Huntersville
Year 2 – 70% GHSP - 30% Huntersville
Year 3 – 50% GHSP - 50% Huntersville
Year 4 – 0% GHSP - 100% Huntersville

The grant costs are as follows:

Budget Year	Total Cost	GHSP Grant	Huntersville Match
FY-2017 *	\$430,446	\$386,879	\$64,567
FY-2018 **	\$212,019	\$148,413	\$63,606
FY-2019	\$212,019	\$106,009	\$106,009
FY-2020	\$212,019	\$0	\$212,019

*includes cost of 4 officers plus uniforms and equipment

** Includes only cost of 4 officers

ATTACHMENTS:

Description	Type
□ GHSP Grant Memo	Cover Memo
□ GHSP Grant Proposal PowerPoint	Presentation



Cleveland L. Spruill
Chief of Police

HUNTERSVILLE POLICE DEPARTMENT

9630 Julian Clark Avenue P.O. Box 664 Huntersville, N.C. 28070
(704) 464-5400 Fax (704) 947-9200

MEMORANDUM

DATE January 12, 2016

TO: Greg Ferguson, Town Manager

FROM: Cleveland L. Spruill, Chief of Police

SUBJECT: Justification for Increase in Traffic Unit Staffing

The purpose of this memorandum is to document the need to increase staffing in the Huntersville Police Department's Traffic Safety Section and to request your approval to apply for a Governor's Highway Safety Program Grant for four (4) officers and associated uniforms and equipment.

According to a National Highway Traffic Administration report (attachment 1) each year, more than 41,000 people are killed and more than 3 million individuals are injured on our Nation's roadways. The economic impact on our country as a result of these deaths and injuries exceeds \$150 billion annually. The significant and well documented increase in traffic in the Town of Huntersville is illustrated in the attached Traffic for Major Roadways Graph which shows some roadways experiencing an increase of 327% since 2002 (Attachment #2). With the increase in traffic, we have also seen increased instances of traffic congestion, pedestrian safety issues, aggressive driving, speeding and other traffic violations.

An analysis of traffic crashes in Huntersville reveals that automobile accidents have also steadily increased over the past several years. Automobile accidents increased by 8.5% from 1,848 in calendar year 2014 to 1,998 in calendar year 2015. This significant increase is also remarkable when you consider that Police traffic enforcement efforts increased during this same timeframe with the number of traffic summonses issued by our officers increasing from 4,646 in 2014 to 5,009 in 2015. In addition there was an increase in traffic accident fatalities from one (1) in calendar year 2014 to three (3) in calendar year 2015.

*** Honor * Professionalism * Dedication to Duty ***

Current traffic challenges, a number of planned construction project on the Town's major roadways and the anticipated population growth in Huntersville over the next four (4) years (estimated population as high as 73,000 by year 2020) forces us to keep a focus on traffic issues and to ensure adequate staffing to address traffic safety needs.

With your approval, I intend to apply for a Governor's Highway Safety Program grant for four traffic officers. This grant provides the Town of Huntersville with a unique opportunity to increase the staffing in our Traffic Safety Section and defer much of the salary, uniform and equipment costs on a graduating scale over the next four (4) years. The breakdown of matching percentage obligation over the life of the grant is as follows:

Year 1 – 85% GHSP - 15% Huntersville

Year 2 – 70% GHSP - 30% Huntersville

Year 3 – 50% GHSP - 50% Huntersville

Year 4 – 0% GHSP - 100% Huntersville

Fiscal Impact

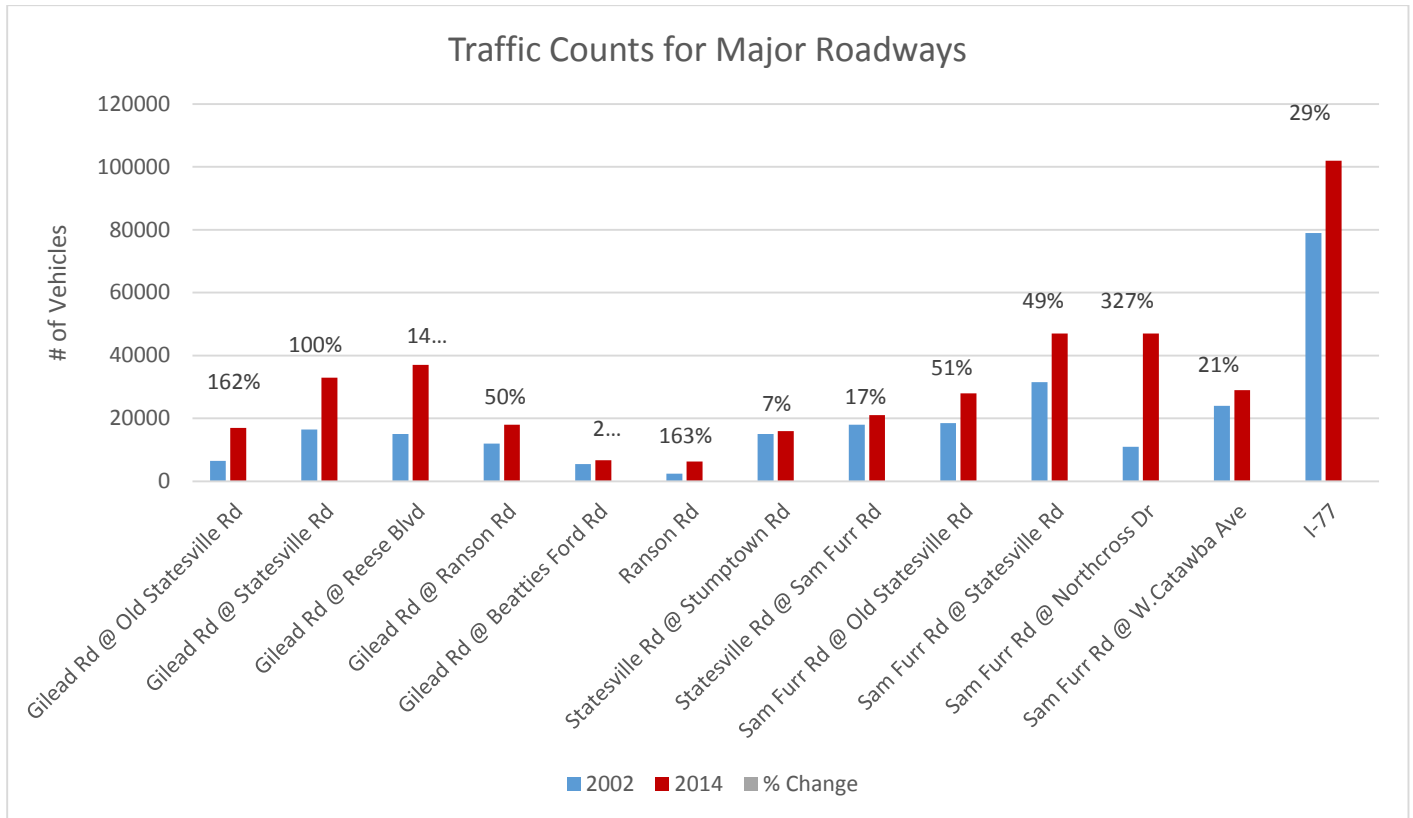
The cost associated with the grant and the matching funds that the Town of Huntersville would be required to pay are as follows:

Budget Year	Total Cost	GHSP Grant	Huntersville Match
FY-2017 *	\$430,446	\$386,879	\$64,567
FY-2018 **	\$212,019	\$148,413	\$63,606
FY-2019	\$212,019	\$106,009	\$106,009
FY-2020	\$212,019	\$0	\$212,019

*includes cost of 4 officers plus uniforms and equipment

** Includes only cost of 4 officers

*** Honor * Professionalism * Dedication to Duty ***



Roadway	2002	2014	% Increase
Gilead Rd @ Old Statesville Rd	6,500	17,000	162%
Gilead Rd @ Statesville Rd	16,500	33,000	100%
Gilead Rd @ Reese Blvd	15,000	37,000	147%
Gilead Rd @ Ranson Rd	12,000	18,000	50%
Gilead Rd @ Beatties Ford Rd	5,500	6,700	22%
Ranson Rd	2,400	6,300	163%
Statesville Rd @ Stumptown Rd	15,000	16,000	7%
Statesville Rd @ Sam Furr Rd	18,000	21,000	17%
Sam Furr Rd @ Old Statesville Rd	18,500	28,000	51%
Sam Furr Rd @ Statesville Rd	31,500	47,000	49%
Sam Furr Rd @ Northcross Dr	11,000	47,000	327%
Sam Furr Rd @ W.Catawba Ave	24,000	29,000	21%
I-77	79,000	102,000	29%

*Above data obtained from NCDOT

* **H**onor * **P**rofessionalism * **D**edication to **D**uty *

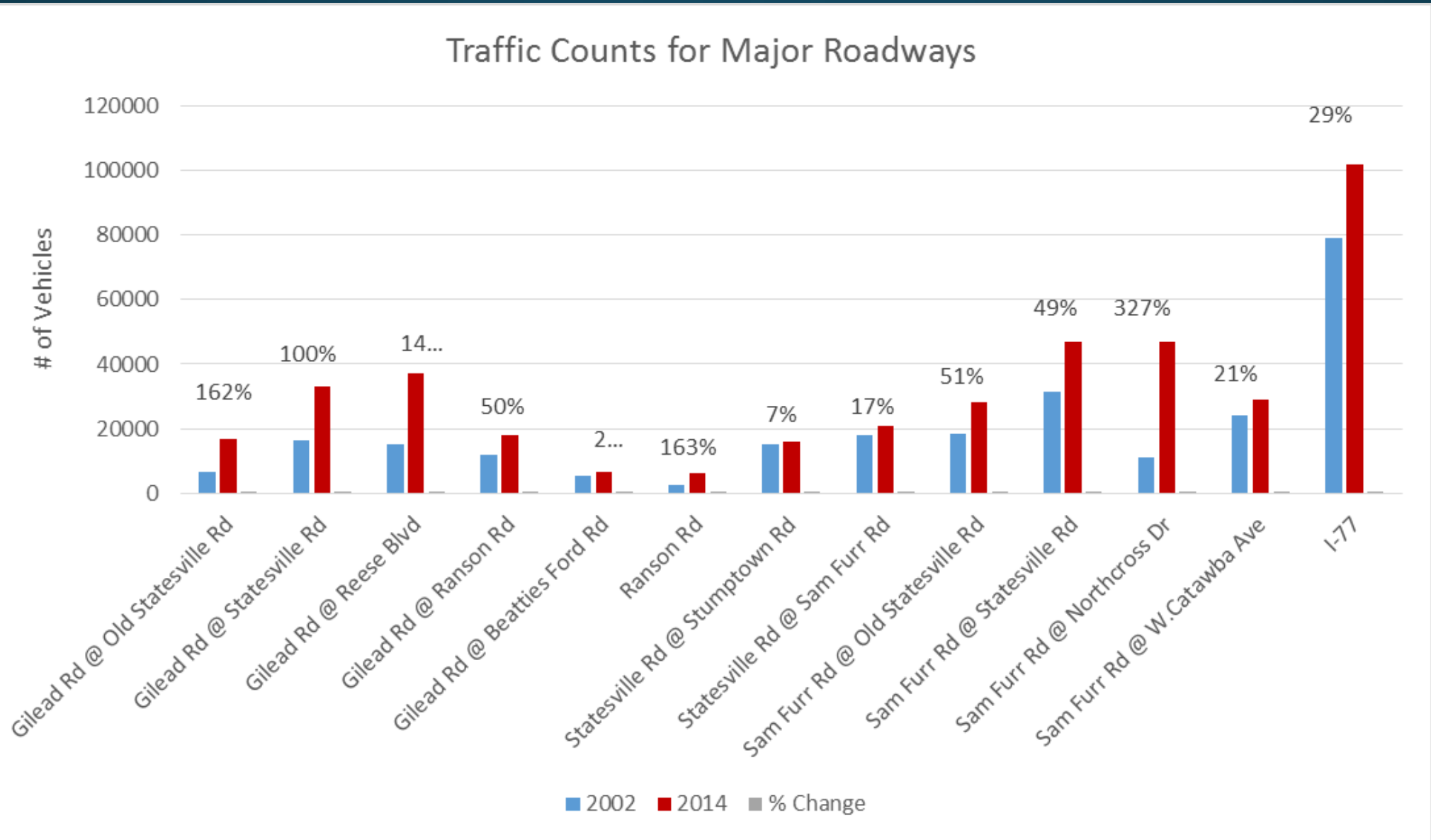
Huntersville Traffic Safety Plan

(Governor's Highway Safety Program Grant)



Chief Cleveland Spruill

Traffic Increases in Huntersville



Population Effects on Traffic

- 76% population increase between 2002-2014 (30,578-54,000)
- 74% increase in traffic volume on major roadways
- Estimated 73,000 population by 2020
- Traffic increase commensurate with population
- Estimated 30% - 40% more traffic by 2020
- Major road construction projects (I77, Gilead, Sam Fur, etc.)
- Need increased focus on traffic safety and enforcement

Traffic Section Staffing

- 2002 – 5 person unit (Lt., Sgt., & 3 Officers)
- 2007 – 6 person unit (1 Sgt. & 5 Officers)
- 2013 – 5 person unit (1 Sgt. & 4 Officers)

HPD Motorcycle Program (Tactics not Staffing)



Today's 5 person unit

- Equal to staffing levels of 2001 -2006 (5)
- Decrease from 6 person unit 2007-2012
- Operating with unit built to serve 30,578 population
- Currently serving 54,000 population (23,000+ increase)
- Traffic unit staffing increase prudent & necessary
- GHSP Grant defers costs on graduating scale over 4 years

Grant Specifications

(\$460,000 Four Officers + Vehicles & Equipment)

Year 1 (2017)

- \$430,446 Total
- 85% to 15% split
- \$386,879 GHSP Grant
- \$64,567 Huntersville

Year 2 (2018)

- \$212,019 Total
- 70% to 30% split
- \$148,413 GHSP Grant
- \$63,606 Huntersville

Year 3 (2019)

- \$212,019 Total
- 50% to 50% split
- \$106,009 GHSP Grant
- \$106,009 Huntersville

Year 4 (2020)

- \$212,019 Total
- 0% to 100%
- \$0 GHSP Grant
- \$212,019 Huntersville



Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Michael Jaycocks, Parks & Recreation Director
Subject: Appointments to the Parks and Recreation Committee

Fill the two expired terms on the Parks & Recreation Commission. We have received eight applications. Henry Stiene and Michelle Lee have both reapplied for the expired terms.

ACTION RECOMMENDED:

Appoint two members to the Parks & Recreation Commission.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

Description	Type
□ Applications	Backup Material



Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**

Background Information:

Name Henry J. Stiene Home Phone 704-948-1982

Home Address 6525 Neck Rd. Zip Code 28078-8300

E-Mail Address henrystiene511@hotmail.com

Present Occupation Retired Work Phone _____

Place of Employment _____

Approximate Hours Available Per Month for Serving On Advisory Board 20 hrs.

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Town of Huntersville Park & Rec Expiration Date 1-1-16

Expiration Date _____

Education High school and communication trade schools

Business and Civic Experience Volunteer at Latta Plantation

Areas of Expertise and Interests/Skills Interested in providing the best use of Huntersville park and fields for my grandchildren and all athletes of Huntersville.

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Henry J. Stiene
(Signature of Applicant)

11-16-15
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org



Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**

Background Information:

Name Varona L. Wynn Home Phone 704-948-6869

Home Address PO Box 2692 / 13219 New Haven Drive Zip Code 28070

E-Mail Address WYNNV60@gmail.com

Present Occupation Retired Work Phone NA

Place of Employment None

Approximate Hours Available Per Month for Serving On Advisory Board 10 hrs or more

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

None Expiration Date _____

None Expiration Date _____

Education HS Diploma; BS Degree; MA Degree; MS Degree
North Mecklenburg; NC A & T State U; Clark Atlanta U

Business and Civic Experience 40 yrs teaching math; treasurer of
Torrence-Little Alumni; Treasurer of Huntersville Community
Bible Club; leader of St. Phillip Missionary Society;

Areas of Expertise and Interests/Skills leader of Summer Reading Club (ages 5-15)
Teaching Math

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Varona L. Wynn
(Signature of Applicant)

12-11-2015
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

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Town of Huntersville

NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**

Background Information:

Name John O'Neill Home Phone 704-796-7588

Home Address 13817 Bramborough Rd Zip Code 28078

E-Mail Address oneilljm6@aol.com

Present Occupation General Mgr. Work Phone 704-940-5535

Place of Employment MacLean-Curtis

Approximate Hours Available Per Month for Serving On Advisory Board 4-8

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date _____

N/A Expiration Date _____

Education B.S. Industrial Relations

Business and Civic Experience - coached Rec soccer - 15 years

Gen. Mgr. of factories - > 100 employees; K&C
volunteer; United Way committees, Greenway Committee - Huntersville.

Areas of Expertise and Interests/Skills Fields, courts for youth sports

I, undersigned, understand this application will be kept on the active file for a two (2) year period

(Signature of Applicant)

(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ Park and Recreation Commission
☐ Greenway, Trail and Bikeway Commission

Background Information:

Name Michele Lee Home Phone 704-577-2500
Home Address 13343 Fremington Rd Zip Code 28078
E-Mail Address michelelee63@LNJRTT@gmail.com
Present Occupation USTA Local League Coordinator Work Phone 704-577-2500
Place of Employment USTA / LNNTA
Approximate Hours Available Per Month for Serving On Advisory Board 10 hrs

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Parks + Rec Commission Expiration Date 12/2015
(Huntersville) Expiration Date _____

Education BA Computer Information Systems

Business and Civic Experience Local League Tennis Coordinator
6 years. P&R Commission 2 yrs, USTA Volunteer
8 years, Lake Norman Charter 6 yrs

Areas of Expertise and Interests/Skills Sports Management, main
emphasis on juniors, Grants

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Michele Lee
(Signature of Applicant)

11/30/2015
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**

Background Information:

Name Jason Schuchard Home Phone 704-464-1977
Home Address 12627 Willington Road Zip Code 28078
E-Mail Address Jason.Schuchard@hotmail.com
Present Occupation Banker Work Phone 704-808-5168
Place of Employment Fifth Third Bank Davidson on 73
Approximate Hours Available Per Month for Serving On Advisory Board 5-10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Expiration Date _____

Expiration Date _____

Education B.A. in Communications from Ramapo College of New Jersey

Business and Civic Experience Served as Treasurer on daughter's School Board; Young Bankers Club (5/3 Bank); 5 years at current role as Membership Banking Relationship Manager.

Areas of Expertise and Interests/Skills Public Speaking; Computers; youth athletics; town parks; conservation

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Jason Schuchard 11/15/2015
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

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phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission

Background Information:

Name Richard Skalski Home Phone 646-209-0163
Home Address 17219 Caldwell Track Drive Zip Code 28078
E-Mail Address RichSkalski@hotmail.com
Present Occupation Finance Analyst Work Phone 704-758-5160
Place of Employment Lowes
Approximate Hours Available Per Month for Serving On Advisory Board 10

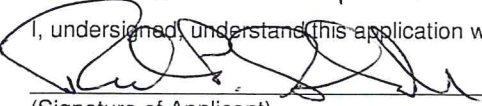
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date N/A
N/A Expiration Date N/A

Education BA Economics Michigan State University
MBA Finance + Marketing Fordham University
Business and Civic Experience 10 years retail store operations
5 years Corporate Finance

Areas of Expertise and Interests/Skills Store operations, Corporate Finance,
Strategic Analysis, Real Estate Analysis, Long Range Planning

I, undersigned, understand this application will be kept on the active file for a two (2) year period


(Signature of Applicant)

12-4-15
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**

Background Information:

Name GEOFF STEELE Home Phone 704 875 8876
Home Address 13510 McCoy Ridge Dr. Zip Code 28078-3665
E-Mail Address gstee1_4him@hotmail.com
Present Occupation RETIRED/CONSULTING Work Phone 704 875 8876
Place of Employment HOME - SELF EMPLOYED (VOLUNTEERISM)
Approximate Hours Available Per Month for Serving On Advisory Board 10-15

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

GREENWAY, TRAIL & BIKEWAY Expiration Date DEC. 31, 2015 (2ND TERM)
CONNECT CONSORTIUM Expiration Date N/A (4 YEARS)

Education B.A., COMMUNICATIONS & INTERNATIONAL RELATIONS;
AMERICAN U. (1966) MS, COMMUNICATIONS; SYRACUSE U. (1967)

Business and Civic Experience 34-year career, Federal govt (3 agencies) IN
WASHINGTON, DC. Free lance photography business, 18 years
IN VIRGINIA. HELPED ESTABLISH AVIATION GROUP STILL ACTIVE

Areas of Expertise and Interests/Skills PHOTOGRAPHY; WRITING FOR AFTER 40 YEARS
PUBLICATION; ORGANIZATIONAL DEVELOPMENT/PLANNING

I, undersigned, understand this application will be kept on the active file for a two (2) year period

[Signature]
(Signature of Applicant)

NOVEMBER 12, 2015
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

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(OVER)

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Michael Jaycocks, Parks & Recreation Director
Subject: Appointments to the Greenway and Bikeway Committee

Fill the three expired terms on the Greenway, Trail and Bikeway Commission. We have received eight applications for this committee. Todd Steiss has reapplied for his expired term.

ACTION RECOMMENDED:

Appoint three members to the Greenway, Trail and Bikeway Commission.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

Description	Type
□ Applications	Backup Material



Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☐ **Park and Recreation Commission**
☒ **Greenway, Trail and Bikeway Commission**

Background Information:

Name Neal Dongre Home Phone 704-659-3879

Home Address 15020 Stonegreen Ln Zip Code 28078

E-Mail Address nealdongre@gmail.com

Present Occupation Lawyer Work Phone 704-987-5390

Place of Employment MSC Industrial Supply Co.

Approximate Hours Available Per Month for Serving On Advisory Board 10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Expiration Date _____


Expiration Date _____

Education B.A. from Duke University (2004), J.D. from the University of Maryland (2007)

Business and Civic Experience I've practiced law for 8 years, mostly as in-house counsel for businesses. Serving on the GTBC would be my first civic experience.

Areas of Expertise and Interests/Skills I'm interested in the smart and sustainable growth of our town and the protection and development of our green spaces.

I, undersigned, understand this application will be kept on the active file for a two (2) year period


(Signature of Applicant)

11/12/15

(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
☒ **Greenway, Trail and Bikeway Commission**

Background Information:

Name Frank Gammon Home Phone 704-408-6502
Home Address 8912 Deerland Court Zip Code 28078
E-Mail Address gammonf@roadrunner.com
Present Occupation Retired Work Phone _____
Place of Employment _____
Approximate Hours Available Per Month for Serving On Advisory Board I'm Retired
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Education UNC - Charlotte, M. Ed., Instructional Technology: Computers, 2001
Middle Tennessee, BS, Geography, 1976
Business and Civic Experience USAF, 1972 to 1975, Intelligence Analysis and Comm-
unications Specialist; U.S. Army, 1976 to 1998, Infantry and Topographic Engineer;
Teacher, Army JROTC, 9-12, Iredell-Statesville Schools, 1998 to 2014
Areas of Expertise and Interests/Skills Leadership, Training, Service

I, undersigned, understand this application will be kept on the active file for a two (2) year period

(Signature of Applicant)

(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☐ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission

Background Information:

Name Bill Hamm Home Phone 704 727 5162
Home Address 12012 New Bold Dr Zip Code 28078
E-Mail Address WCHAMM@COX.NET
Present Occupation REGIONAL SALES MANAGER Work Phone 949 842 3791
Place of Employment PADI AMERICAS; ALTHOUGH WORK FROM HOME
Approximate Hours Available Per Month for Serving On Advisory Board 8-10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Expiration Date _____

Expiration Date _____

Education BACHELOR'S BUSINESS MANAGEMENT

Business and Civic Experience 20+ YEARS WORKING IN MEMBERSHIP
+ SALES

Areas of Expertise and Interests/Skills MOUNTAIN BIKING, SCUBA DIVING
PUBLICITY, PUBLIC SPEAKING, EVENT ORGANIZATION

I, undersigned, understand this application will be kept on the active file for a two (2) year period

[Signature]
(Signature of Applicant)

12/4/15
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☐ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission

Background Information:

Name SKye Jaundoo Home Phone 704.249.0498
Home Address 15446 Stone Hollow Drive Zip Code 28078
E-Mail Address SKye.huntersvillefamilychiro@gmail.com
Present Occupation Director of Operations Work Phone 704.875.9800
Place of Employment Huntersville Family Chiropractic
Approximate Hours Available Per Month for Serving On Advisory Board 20+

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date N/A
N/A Expiration Date N/A

Education B.S. Kinesiology; minor: business admin + psychology
@ Old Dominion University

Business and Civic Experience LKN Chamber Chief Ambassador;
Huntersville 101 completed; Citizens Police Academy
Huntersville completed; Healthy Huntersville completed

Areas of Expertise and Interests/Skills Greenway expansion & Health
programs for community via Greenway 5k's, Festivities, etc
Expertise -> Health & Fitness, marketing, public speaking.

I, undersigned, understand this application will be kept on the active file for a two (2) year period

SKye Jaundoo
(Signature of Applicant)

11.24.15

(Date)

Applications may be mailed to:

Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:

Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

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phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Ref: Rob Kidwell & Geoff Steele



Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☐ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission

Background Information:

Name BOB LEMON Home Phone 704-608 0679

Home Address 12509 OAK PARK DR Zip Code 28078

E-Mail Address LEMONZESTS@YAHOO.COM

Present Occupation MANAGER/ROOTG Work Phone 704-359-3103

Place of Employment AMERICAN AIRLINES

Approximate Hours Available Per Month for Serving On Advisory Board 10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

NONE Expiration Date _____

Expiration Date _____

Education 2 AS DEGREES - MARKETING AND
MANAGEMENT

Business and Civic Experience 1995-2003 HUNTERSVILLE

PLANNING BOARD - 2000-2003 CITIZENS

TRANSIT ADVISORY BOARD - AFFORDABLE HOUSING

Areas of Expertise and Interests/Skills PLANNING - TASK FORCE

CONNECTIVITY - WALKABLE/BIKEABLE COMMUNITIES

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Bob Lemon
(Signature of Applicant)

11-30-15
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
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Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

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Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission

Background Information:

Name Richard Skalski Home Phone 646-209-0163
Home Address 17219 Caldwell Track Drive Zip Code 28078
E-Mail Address RichSkalski@hotmail.com
Present Occupation Finance Analyst Work Phone 704-758-5160
Place of Employment Lowes

Approximate Hours Available Per Month for Serving On Advisory Board 10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date N/A
N/A Expiration Date N/A

Education BA Economics Michigan State University
MBA Finance + Marketing Fordham University

Business and Civic Experience 10 years retail store operations
5 years Corporate Finance

Areas of Expertise and Interests/Skills Store operations, Corporate Finance,
Strategic Analysis, Real Estate Analysis, Long Range Planning

I, undersigned, understand this application will be kept on the active file for a two (2) year period

(Signature of Applicant)

(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks & Recreation

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phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org



Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☐ **Park and Recreation Commission**
☒ **Greenway, Trail and Bikeway Commission**

Background Information:

Name Todd Steiss Home Phone 704-906-7706

Home Address 8932 Deerland Ct Zip Code 28078

E-Mail Address tsteiss@gmail.com

Present Occupation Transportation Planner Work Phone 704-342-5411

Place of Employment WSP/Parsons Brinckerhoff

Approximate Hours Available Per Month for Serving On Advisory Board 16

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Greenway, Trail and Bikeway Commission Expiration Date 12/31/15

Citizens Transit Advisory Group Expiration Date 06/30/17

Education BA: Urban Affairs, Virginia Tech

Masters: Urban Planning, University of Michigan

Business and Civic Experience Greenway, Trail and Bikeway Commission for 9 years.

Over 25 years of transportation planning experience. Professional experience in developing greenway/bikeway/pedestrian master plans.

Areas of Expertise and Interests/Skills Transportation planning, greenway/bikeway planning.

GIS specialist. Project management. Financial planning.

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Todd Steiss
(Signature of Applicant)

12/1/15

(Date)

Applications may be mailed to:

Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:

Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville

NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☐ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission

Background Information:

Name Kip Zent Home Phone 704-439-7894

Home Address 16109 Wynfield Creek Pkwy Zip Code 28078

E-Mail Address Kip7669@aol.com

Present Occupation owner, LKW mini golf Work Phone 704-439-7894

Place of Employment See above

Approximate Hours Available Per Month for Serving On Advisory Board Very flexible schedule
- 2-3 hours a week.

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Expiration Date _____

Expiration Date _____

Education Some college,

Business and Civic Experience 20 years in sales and management
6 years as a small business owner.

Areas of Expertise and Interests/Skills I work well with and get along with a

Variety of people. I am an active Cyclist on both dirt and pavement.
it concerns me greatly that this area is so unsafe and inaccessible to cyclists, pedestrians
I, undersigned, understand this application will be kept on the active file for a two (2) year period
and other outdoor
enthusiasts.

[Signature]
(Signature of Applicant)

11-18-15
(Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

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Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Pierson, Town Clerk
Subject: Approval of Minutes

Consider approving minutes of the January 4, 2016 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Description	Type
□ Draft Minutes	Backup Material

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**January 4, 2016
6:30 p.m. – Town Hall**

PRE-MEETING

The Huntersville Board of Commissioners held a pre-meeting at the Huntersville Town Hall at 5:45 p.m. on January 4, 2016.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Mark Gibbons, Charles Guignard, Rob Kidwell and Danny Phillips.

Meet and Greet. The Board met with applicants for vacancies on the Parks & Recreation Commission and the Greenway, Trail and Bikeway Commission.

There being no further business, the pre-meeting was adjourned.

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 6:30 p.m. on January 4, 2016.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Mark Gibbons, Charles Guignard, Rob Kidwell and Danny Phillips.

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Aneralla

- The next meeting of the Metropolitan Transit Commission is January 27.

Commissioner Bales – No Report.

Commissioner Boone

- The Huntersville Police Department was able to sponsor 26 families for the holidays with the Helping Hands for the Holidays initiative. Reported on recent HPD significant incidents.
- Expressed appreciation to the first responders for their efforts during the recent flooding.

Commissioner Gibbons

- The first quarter meeting of the NC 73 Council of Planning has not been scheduled yet.
- No Veterans Affairs at this time.

Commissioner Guignard

- The next meeting of the Centralina Council of Governments is in two weeks.
- The Planning Coordinating Committee has not met yet.

Commissioner Kidwell

- The next meeting of the Olde Huntersville Historic Society is January 6.
- Reminded everyone of Helping Others Help Themselves (H.O.H.T.), a Lake Norman job resource for men and women seeking employment and employers looking for qualified individuals.

Commissioner Phillips

- Several Lake Norman area restaurants will be participating in Queen's Feast – Charlotte's Restaurant Week, January 22-31.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Dee Jetton, HFFA Director, presented Certificates of Achievement to Carolina Diving Academy and SwimMac athletes.

AGENDA CHANGES

Commissioner Kidwell made a motion to add Item E under Other Business – Public Information Officer Update/Discussion.

Commissioner Phillips seconded motion.

Motion carried unanimously.

Commissioner Guignard made a motion to adopt the agenda, as amended.

Commissioner Phillips seconded motion.

Motion carried unanimously.

PUBLIC HEARINGS

Mayor Aneralla recognized Planning Board members present: Hal Bankirer, Bill Walsh and Janice Lewis.

Street Name Petition. Mayor Aneralla called to order public hearing on Street Name Change Petition for Seigle Drive, a request by the Town of Huntersville to rename all of Seigle Drive to Seagle Street.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Attachment No. 1.*

The Town of Huntersville submitted a petition signed by 75 percent of the property owners abutting the street, however 100 percent of the property owners whose lot is addressed on Seigle Drive and therefore would be directly affected by the name change, signed the petition.

There being no further comment, Mayor Aneralla closed the public hearing

OTHER BUSINESS

Street Name Petition. Street Name Change Petition Seigle Drive is a request by the Town of Huntersville to rename all of Seigle Drive to Seagle Street, a length of 0.28 miles, beginning at Ramah Church Road and ending south of Hord Drive.

Commissioner Guignard made a motion to approve the street name change from Seigle Drive to Seagle Street.

Commissioner Bales seconded motion.

Motion carried unanimously.

Petition #TA15-05. Petition #TA15-05 is a request by Primal Brewery and the Town of Huntersville to amend Articles 3.2.9(a) and 3.2.10(a) of the Zoning Ordinance to allow temporary mobile food sales as a use permitted with conditions in the Corporate Business and Special Purpose zoning districts.

Staff Report attached hereto as Attachment No. 2.

Commissioner Kidwell made a motion in considering the proposed amendment TA15-05 to amend Article 3.2.10(a) (Special Purpose Zoning District) and Article 3.2.9(a) (Corporate Business Zoning District) of the Zoning Ordinance, the Town Board recommends approval based on the amendment being consistent with Policy ED-12 Business Retention and Expansion, of the Huntersville Community Plan and adding temporary mobile food sales would complement the use of the SP and CB zoning districts, therefore it is reasonable and in the public interest to amend the Zoning Ordinance because temporary mobile food sales will also provide added economic activity in the SP and CB zoning districts.

Commissioner Guignard seconded motion.

Motion carried unanimously.

Bryton Single Family Subdivision. Mayor Aneralla pointed out this item is quasi-judicial.

Mayor Aneralla swore in Jack Simoneau, David Peete, Max Buchanan, and Scott Munday.

David Peete, Principal Planner, entered the Staff Report into the record. *Staff Report attached hereto as Attachment No. 3.* This is a 202 lot subdivision proposed in the Bryton development. It's on 85 acres. You can see its location here in the black outline. There is a first phase that is located generally in this area that I'm highlighting that is already approved. In other words, it is being developed under the previous subdivision plan that I'm going to show you in just a second. This new sketch is rolling back into the rest of the changes. There's a bit of a portion of it that's already underway. This would be Phase Two and future phases.

This was the originally approved subdivision sketch from 2006. You can see the lots that are laid out and the middle area along the creek, not a whole lot of development there and then there's a park located here. In essence the changes are very subtle. The general road layout is about the same. All of the off-site connection points.....excuse me not their location but the number are exactly the same as they were in 2006. And so you can see a quick comparison here between it. It's really more of a re-do, if you will, of an old plan.

It is zoned Neighborhood Residential so it's not in the Transit Oriented Development like most of Bryton. It is developing under the NR. There is no rezoning component. This is by the zoning designation. I can zoom in on certain aspects of it if you would like, but you can see in the Staff Report all of the references in our comprehensive plan.

There will not be any specific transportation improvements specific to this revision because of the very large transportation package that was done back when Bryton was first initiated in 2005. The Adequate Public Facilities Ordinance was also taken into account at the very first year that we did that, so all of that has been taken into play. The Planning Board recommended at its December meeting approval as conditioned by the staff. If you look at Part 5 of the Staff Report, in essence the indication here is that the application we find is complete. We find that it is in compliance with the subdivision regulations with a couple of exceptions. The greenway issue, there was a note about the western boundary, meaning there was an offsite improvement that would be done in association with this. And I can elaborate on that if you would like. There's a dedication of the entire Everette Keith Road right-of-way on the extreme eastern edge. That has already been taken care of and the plan has been amended to do that. There is a conditional note about when the permits or the final plat would be issued for this and the applicants have agreed to that as well. Of course there's always some minor comments and such that will be cleared up through Engineering and the Planning Department. With that, we do recommend approval. The applicants are here.

Mayor Aneralla said would either of the applicants like to make any statements at this time.

Scott Munday said I just want to highlight a few key features of our plan relevant to the old plan. There's really kind of three key items, if you will. One is while we do have four more units overall, there's less density per acre because we've added 16 or so acres. Our plan converts a much higher percentage of common open space to urban open space. There's more activity and trails, things of that nature that are beneficial to not only the community but Huntersville as well. Three times the amount of urban open space was the park land. And lastly our plan saves more trees quite frankly. Some three times more specimen tree count. We're proud to present what we believe is a much improved plan.

Commissioner Bales said can you elaborate on the greenway, the open space that you are setting aside.

Mr. Peete said there's two portions to the urban open space to comply with the regulations. Along the creek here this is a very sizable creek, very deep, there's going to be a fully built county-to-county cross section of the greenway located here. You can see it colored in. And then it will cross the road and it will, I believe the updated alignment is it continues north, it does not cross over again. That takes care of the proximity of the majority of the lots being near this important part of our greenway masterplan, but they will also be doing another one that goes underneath this Duke Power easement and originally it was going to be a reservation but now they are actually going to build it so that they can get credit for it. It will go from this road all the way over on the western edge. So between those two pieces being fully built there will be some nice legs to the greenway section.

Commissioner Bales said the second section that you were just referring to, is that a section that's currently on Huntersville's Greenway Masterplan.

Mr. Peete said yes. It is part of the Carolina Thread Trail.

Commissioner Bales said that's what I thought, I just needed confirmation.

Commissioner Guignard said the future Everette Keith, can you tell us what the width of that right-of-way dedication is.

Mr. Peete said I would have to look real quick.....70' Mr. Bill Coxe is indicating to me. That is the extension of Everette Keith that will go north to Verhoeff.

Commissioner Guignard said that helps to complete the connection all the way up to Verhoeff then.

Mr. Peete said it would be their portion of it, yes. There would be a section south of them that is not paved and then of course there's the northern part that would cross the creek that would be some time away.

Commissioner Guignard said so is the petitioner involved in that build-out at some point.

Mr. Peete said by ordinance they are not required to build it. It's not needed to service any of their lots. They are merely dedicating the right-of-way.

Commissioner Kidwell made a motion in considering Bryton Single Family Sketch Plan we the Town Board find the application complete, that it complies with all applicable requirements and is supported by the following findings. It is consistent with the 2030 Huntersville Community Plan and complies with findings of fact outlined in Parts 2 through 4 of this report under the conditions noted in this report. We the Town Board of Huntersville approve the sketch plan for the Bryton development.

Commissioner Bales seconded motion.

Motion carried unanimously.

Land Development Ordinances Advisory Board. Commissioner Guignard made a motion to appoint Commissioner Dan Boone as Chairman of the Land Development Ordinances Advisory Board.

Commissioner Gibbons seconded motion.

Motion carried unanimously.

Commissioner Boone gave brief overview of the new advisory board.

Public Information Officer Update/Discussion. Greg Ferguson, Town Manager, explained that the FY 2016 budget included the addition of a Public Information Officer position effective January 2016. The position was advertised and about 40 applications were received. The top three candidates were interviewed and have been tentatively ranked 1, 2 and 3. Staff is prepared to make an offer depending on the discussion tonight.

Mr. Ferguson reviewed the responsibilities of the position. Currently, the Assistant to the Manager and individual departments are responsible for putting information out. The new PIO position would be responsible for a proactive communications plan that the Town doesn't currently have.

Following discussion concerning whether position is needed, it was the general consensus of the Board not to fill the PIO position at this time.

CONSENT AGENDA

Approval of Minutes. Commissioner Guignard made a motion to approve the minutes of the December 21, 2015 Regular Town Board Meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Property Tax Refunds. Commissioner Guignard made a motion to approve SL362 Property Tax Refund Report No. 51. Commissioner Bales seconded motion. Motion carried unanimously.

Property Tax Refund Report attached hereto as Attachment No. 4.

Budget Amendment. Commissioner Guignard made a motion to approve budget amendment appropriating loan proceeds (refunding of 2004 GO Bonds) in the amount of \$50,807.28 to provide for issuance costs (attorney fees, financial advisors fees, advertising, Local Government Commission costs, etc.). Commissioner Bales seconded motion. Motion carried unanimously.

Call for Public Hearing – Petition #R15-03. Commissioner Guignard made a motion to call a public hearing for Monday, February 1, 2016 at 6:30 p.m. at Huntersville Town Hall on Petition #R15-03, a request by Ethan Wakeman to rezone property located at 16516 and 16508 Old Statesville Road from Corporate Business to Highway Commercial – Conditional District for a pet daycare. Commissioner Bales seconded motion. Motion carried unanimously.

Call for Public Hearing – Petition #TA15-07. Commissioner Guignard made a motion to call a public hearing for Monday, February 1, 2016 at 6:30 p.m. at Huntersville Town Hall on Petition #TA15-07, a request by the Town of Huntersville to update Article 9.37.2, Temporary Mobile Food Sale Condition, to remove the up to a maximum of four (4) days per week and major holiday operating condition for temporary mobile food sales that are permitted as an accessory use on non-residential lots. Commissioner Bales seconded motion. Motion carried unanimously.

CLOSING COMMENTS

None

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2016.

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Chief Spruill
Subject: Budget Amendment

Recognize insurance revenue (103820.9999) in the amount of \$195.49 and appropriate to the Police Department's insurance account (105100.0452).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$195.49.

Town of Huntersville
REQUEST FOR BOARD ACTION
1/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Stoner/Chief Spruill
Subject: Budget Amendment

Recognize insurance revenue (103820.9999) in the amount of \$1,170.90 and appropriate to the Police Department's insurance account (105100.0452).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$1,170.90.