

**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  
Jackie Huffman, Finance  
Michael Jaycocks, Parks&Rec  
Jack Simoneau, Planning  
Cleveland Spruill, Police Chief

**Assistant Town Manager**  
Gerry Vincent

**Town Clerk**  
Janet Pierson

**Town Attorney**  
Bob Blythe

**AGENDA**  
**Regular Town Board Meeting**  
**November 21, 2016 - 6:30 PM**  
**TOWN HALL (101 Huntersville-Concord Road)**

**I. Pre-meeting**

- A. Discussion on renewal of Barry Park agreement with Carolina Rapids. (6:00 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, North Meck Alliance)
- B. Commissioner Bales (Lake Norman EDC, Lake Norman Education Collaborative)
- C. Commissioner Boone (Public Safety Liaison, Land Development Ordinances Advisory Board)
- 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**

- A. Presentation of FY 2016 Financial Statements.

**VII. Agenda Changes**

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

**VIII. Public Hearings**

**IX. Other Business**

- A. Consider authorizing the Town Manager to execute a contract with JD Goodrum for the construction of Veterans Park at Main and Maxwell in the amount of \$1,560,500. (*Michael Jaycocks*)
- B. Consider adopting revised Capital Project Ordinance for Veterans Park. (*Jackie Huffman/Michael Jaycocks/Greg Ferguson*)

**X. Consent Agenda**

- A. Approve budget amendment recognizing insurance revenue in the amount of \$3,652.15 and appropriate to the Police Department's insurance account. (*Jackie Huffman/Chief Spruill*)
- B. Approve budget amendment recognizing insurance revenue in the amount of \$5,286.02 and appropriate to the Huntersville Family Fitness and Aquatics Center Maintenance to Building account. (*Jackie Huffman/Dee Jetton*)
- C. Cancel the January 2, 2017 Regular Town Board Meeting due to the New Year's holiday. (*Janet Pierson*)
- D. Reschedule the January 16, 2017 Regular Town Board Meeting to Tuesday, January 17, 2017 at 6:30 p.m. due to the Martin Luther King, Jr. holiday. (*Janet Pierson*)

**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**  
**11/21/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Finance Director  
**Subject:** FY 2016 Financial Statements Presentation

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Martin Starnes has completed their annual audit of our financial statements, and the Local Government Commission with the State Treasurer's Office has accepted the report. Matt Braswell, Audit Manager with Martin Starnes, will be available to respond to specific audit process and generally accepted accounting principles questions.

**ACTION RECOMMENDED:**

Receive presentation.

**FINANCIAL IMPLICATIONS:**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
11/21/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Michael Jaycocks  
**Subject:** Veterans Park Construction Contract

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The Veterans Park at Main and Maxwell Project includes the veterans memorial, relocation of the caboose, new stage area, festival lawn, plaza areas, new sidewalks, street trees, landscaping, pedestrian lights, stowmwater improvements, improvements to Main Street, new parking lot and resurfacing the parking lot at the American Legion.

Bids received on November 2 are as follows:

JD Goodrum- Cornelius, NC \$1,560,500.00\*  
Eaglewood Construction- Denver, NC \$1,838,152.95

**ACTION RECOMMENDED:**

Authorize the Town Manager to execute a contract with JD Goodrum (Cornelius, NC) in the amount of \$1,560,500.

**FINANCIAL IMPLICATIONS:**

See Capital Project Ordinance.

**ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
□	Bid Tab	Backup Material
□	Contract	Backup Material

**BID TABULATION - VETERANS PARK AT MAIN AND MAXWELL**  
**BID DATE: November 2, 2016 TIME: 2:00 PM**

**DESIGNER: Stewart, Inc.**  
**OWNER: Town of Huntersville**

<b>CONTRACTOR NAME</b>	J.D. Goodrum Company, Inc.	Eagle Wood, Inc.		
<b>CONTRACTOR ADDRESS</b>	18339-F Old Statesville Rd Cornelius, NC 28031	7680 Townsend Dr Denver, NC 28037		
<b>LICENSE INFORMATION</b>	19284- Valid	12347 - Valid		
<b>ADDENDA CONFIRMATION</b>	Confirmed all	Confirmed 1-4 only		
<b>BID BOND (5%)</b>	Provided	Provided		
<b>M/W/SBE AFFIDAVITS</b>	Provided	Provided		
<b>CERT. OF COMPLIANCE W/ ADA</b>	Provided	Provided		
<b>CERT. OF NON-DISCRIMINATION</b>	Provided	Provided		
<b>AFFIDAVIT OF NC E-VERIFY</b>	Provided	Provided		
<b>TOTAL BID (Base + Contingency)</b>	\$1,538,500.00	\$1,816,152.95		
<b>CONTINGENCY (\$22,000)</b>	\$22,000.00	\$22,000.00		
<b>ALTERNATE 1 Amount</b>	\$244,000.00	\$286,963.73		
<b>ALTERNATE Days Added</b>	55	0		
<b>UNIT PRICE - PLANTING SOIL (CYD)</b>	\$75.00	\$100.00		
<b>UNIT PRICE - ASPHALT PAVING (SY)</b>	\$110.00	\$74.00		
<b>TOTAL (Total Bid + Alternate)</b>	<b>\$1,782,500.00</b>	<b>\$2,103,116.68</b>		

Certified By: Daniel Blackman, RLA, ASLA  
 Date: 11/2/2016





delivery of materials aforesaid within the time herein before stipulated for completion or within such further time as in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the sum of Five Hundred (\$500.00) dollars per day is hereby fixed and determined by the Parties hereto as the liquidated damages, that the Party of the First Part will suffer by reason of such default and not by way of the penalty, and shall include all actual and additional expense of the Town and the Engineer due to the delay.

To prevent all dispute and litigation, it is agreed by and between the Parties of this Contract that the Engineer shall in all cases determine the quantity and quality of the several kinds of work and materials which are to be paid for under this Contract, and he shall determine all questions in relation to lines, elevations, and dimensions of the Work, and as to the Interpretation of the Plans and Specifications.

5. **THE CONTRACT PAYMENTS:** Partial payments will be made once a month, less ten (10%) per cent retainage, provided satisfactory progress is maintained on the project. The Engineer may withhold such monthly estimate when said estimate in his opinion will amount to \$1,000.00 or less. On the Completion of the Work, The Engineer shall proceed with due diligence to measure up the Work and Material and present his Final Estimate to the Town, whereupon the Town shall pay or cause to be paid within thirty (45) days thereafter such amount, less payments previously made, in legal tender of the United States, and such payments of such Final Amount shall release the Town from all claims for Work done or Materials furnished under this Contract.

The Town will require full release of all claims for materials or labor furnished for this Work, and **prior to the Final Payment of the Final Estimate, the Contractor shall furnish the Town with a written statement sworn before a Notary Public to the effect that all payments have been made for labor and materials used in this Construction, and that claims, suits, and proceedings of every name and description against the Town, its officers and agents has been settled.** The Contractor shall furnish the Town, prior to the Final Estimate, written permission from the Town's Bondsman that such Final Estimate is to be paid to the Contractor.

6. **SUBCONTRACTS:** The Contractor shall not execute an agreement with a subcontractor or permit any subcontractor to perform any Work included in this Contract without the prior written approval of the Town Engineer, which approval may be conditioned upon compliance with subcontractor with all the terms of this Contract relating to the Work of such subcontractor.
7. **PERMITS AND CODES:** The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees or charges for all permits required for the performance of the Contract Work.
8. **CARE OF WORK:** The Contractor shall furnish and erect, at his own expense, whatever covers, or other works as may be necessary for the protection of the public and for the safe and proper execution of the Contract Work. The Contractor shall exercise the highest degree of care with regard to the water and sewer lines and other public utility lines so as not to interfere therewith or damage or cause damage there to. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and Final Acceptance, whether or not the same has been covered in whole or in part by payments made by the Town.
9. **INSPECTION AND SUPERVISION:** The Town, acting through the Engineer, reserves the right to place Inspectors on the Work or at the place of Shipment, or Delivery of Materials, or at the factory or Works of the Contractor to observe the quality of the Work done and materials used, and the Contractor agrees to afford said Inspectors all proper facilities for carrying out their duties. It is agreed and understood that the Town, through its Engineer or Inspector, or other agent, has the right to supervise Completion of the Work according to the Plans, Specifications and Contract, and without unnecessary inconvenience to the public but nothing contained in the Contract and

Specifications shall be taken or understood to authorize such control of the Work or Delivery of Materials as to relieve the Contractor of its obligations, or as to make the Contractor an agent of the Town. The Contractor is warned that the Engineer or any of his assistants or any Inspector has no power to vary his Contract, and that any variation from this Contract or Specifications shall be at the Contractor's own risk. The Contract is an agreement between the Town of Huntersville and the Contractor, and its acceptance by the Governing Body of the Town is a matter of record in the Minutes of the Town Clerk, and no person or persons is or are authorized to relax from its provisions unless such proposed substitution or variation is brought before the Town Commissioner at a regular meeting open to the public and acted upon favorably by resolution of the Commissioners and the same is spread upon the Minute Book of the Town Clerk.

- 10. COMPLETION BY TOWN UPON WORK ABANDONMENT OR TERMINATION FOR CAUSE:** The Contractor further agrees that if the Work to be done under this Contract shall be abandoned, or if the Contract shall be assigned by said Contractor otherwise than herein provided, or if at any time the Engineer shall be of the opinion and shall so certify in writing to said Town that the Work is unnecessarily or unreasonably delayed, or that said Contractor is willfully violating any terms or conditions of this Contract or is not making such progress in the execution of said Work as to indicate its completion within the time specified, the Town shall have the right to notify the Contractor to discontinue said Work or such part or parts thereof as said Town may designate; and said Town shall thereupon have the power and the right to employ by contract or otherwise, and in such manner at such prices as it may determine any persons, and obtain any materials, equipment, and other means of construction which it may deem necessary to complete the Work herein described, or such part or parts of it as said Town may have designated; also power to use equipment and material and means of construction of every description as may be found upon the line of said Work, both to enter into to complete Work and to procure other materials for the completion of said Work and for carrying out the terms of this Contract; also to charge the expense of all said superintendents, labor, material, equipment, and other means of construction to the Contractor; and the expense so charged shall be deducted and paid for by the Town out of the monies as may be due or become due at any time thereafter to the Contractor under this Contract, or any part thereof. In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by said Contractor, it is agreed that said Contractor shall be entitled to receive the difference; and in such case such expense shall exceed the sum which would have been payable under this Contract, if the same had been completed by said Contractor, then said Contractor shall pay the amount of such excess to said Town after notice of the excess is due.
- 11. TERMINATION FOR BREACH:** In the event that any of the provisions of the preceding paragraphs of this Contract are violated by the Contractor or any subcontractor on the Work, the Town may terminate the Contract by serving written notice upon the Contractor of its intention to terminate said Contract, and unless, within ten (10) days after the serving of such notice, violating shall cease, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Town may take over the Work and prosecute the same to completion or otherwise for the account and at the expense of the Contractor and/or such subcontractor, and the Contractor and his sureties shall be liable to the Town for any excess cost occasioned to the Town in the event of such termination, and the Town may take possession of and utilize in completing of the Work such material, appliance, and plans as may be on the site of the Work and necessary therefore. This clause shall not be constructed to prevent the termination for other causes provided in the Construction Contract.
- 12. PATENTS:** The Contractor shall be responsible for all fees or claims for patented invention used by him, and shall defend any suit that may be brought against the Town, and shall hold said Town harmless for use or infringement of any patented thing or method, used in connection with the Work herein specified.
- 13. CONTRACT READ: COPIES: BOND AND INSURANCE:** It is agreed and understood that the Notice to Bidders, the Instructions to Bidders, the General Conditions, the Material Specifications,



and the Detail Specifications, the enumerated addenda and drawings are part and parcel of this Contract, to the same extent as if incorporated herein in full.

The Contractor hereby agrees that he has read each and every clause of this Contract and fully understands the meaning of the same, and that he will comply with all its terms. This agreement is to be executed in five (5) copies, one (1) copy to be delivered to the Contractor and four (4) to be retained by the Town. Each agreement is to contain a copy of the Performance Bond, Payment and Materials Bond, and Certificate of Insurance. Each agreement shall have an original signature.

**IN WITNESS THEREOF**, the parties have duly executed this contract as of the date first above written.

ATTEST:

By \_\_\_\_\_  
Town Manager  
Town of Huntersville, NC

\_\_\_\_\_  
Clerk to the Town Board

ATTEST:

By \_\_\_\_\_  
Firm

\_\_\_\_\_

\_\_\_\_\_  
SSN# or Fed ID #

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Finance Director

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

By: \_\_\_\_\_  
Director, Park & Recreation

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Account Number

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**11/21/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Michael Jaycocks / Greg Ferguson  
**Subject:** Veteran's Park Capital Project Ordinance

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The Town Board revised the Veteran's Park Capital Project Ordinance most recently on March 21, 2016. General Contractor bids for the project were opened on November 2, and a proposal to award the low bid contract appears on tonight's agenda. The available budget is \$421,032 less than will be required to pay the General Contractor's base bid; therefore, this item appropriates \$421,032 from General Fund balance to complete Veteran's Park construction.

**ACTION RECOMMENDED:**

Approve Revised Capital Project Ordinance

**FINANCIAL IMPLICATIONS:**

Use of General Fund Balance of \$421,032

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
<input type="checkbox"/> Veteran's Park Capital Project Ordinance	Cover Memo

**TOWN OF HUNTERSVILLE  
CONSTRUCTION OF VETERANS PARK  
REVISED CAPITAL PROJECT ORDINANCE**

**BE IT ORDAINED** by the Board of Commissioners of the Town of Huntersville, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**SECTION 1.** The project will include improvements to streetscape, park amenities, paving of parking lot and purchase of land.

**SECTION 2.** The officers of the unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

**SECTION 3.** The following amounts are appropriated for the project:

Streetscape, park amenities, purchase of land, etc.	\$2,079,096.95
<b>TOTAL PROJECT COSTS</b>	<b><u>\$2,079,096.95</u></b>

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

2012 Authorized GO Bonds	\$ 400,000.00
2012 Premium on GO Bonds	44,595.35
2004 GO Bonds Interest	315,999.60
Capital Reserve Fund-Parks	207,200.00
Storm Water Fund Balance	300,000.00
2008 GO Bonds Interest	34,770.00
General Fund Balance	<u>776,532.00</u>

**TOTAL PROJECT REVENUE** **\$2,079,096.95**

**SECTION 5.** The Finance Director is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as financing is arranged, at which time repayment will be made and the Finance Director is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**11/21/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman/Chief Spruill  
**Subject:** Budget Amendment

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Recognize insurance revenue (103820.9999) in the amount of \$3,652.15 and appropriate to the Police Department's insurance account (105100.0452).

**ACTION RECOMMENDED:**

Approve Budget Amendment.

**FINANCIAL IMPLICATIONS:**

Additional revenue in the amount of \$3,652.15.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**11/21/2016**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman/Dee Jetton  
**Subject:** Budget Amendment

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Recognize insurance revenue (753812.9999) in the amount of \$5,286.02 and appropriate to the Huntersville Family Fitness and Aquatics Center (HFFA) Maintenance to Building account (756400.0351).

**ACTION RECOMMENDED:**

Approve Budget Amendment.

**FINANCIAL IMPLICATIONS:**

Additional revenue in the amount of \$5,286.02.