Agenda
Town of Mooresville
Board of Commissioners
April 15, 2019
6:00 p.m. – Mooresville Town Hall

1. Call to Order
   Invocation
   Pledge of Allegiance

2. Police Department- PAL Presentation

3. Adjustments to the Agenda.

4. Consent Agenda
   a. Consider a request from the Exchange Club/SCAN to place American flags during the month of May in John Franklin Moore Park.
   b. Consider approving the following request from the Fleet Department:
      1. Add a Mechanic Assistant to the Town’s Pay & Classification Plan at Pay Grade 346 ($32,620 to $51,016) (pages 3-5)
      2. Reclassify a vacant Mechanic I (#2271) position at PG 348 ($35,964 to $56,245) to a Mechanic Assistant
   c. Consider awarding a contract in the amount of $92,100 to Gavel & Dorn Engineering, PLLC for a sanitary sewer collection system assessment for the basin served by the Presbyterian Pump Station. This project is part of the ongoing, budgeted Inflow and Infiltration reduction program and will identify necessary projects to reduce the addition of rainwater to our sanitary sewer system. (pages 6-11)
   d. Consider approving a Joint Operations Agreement with Shepherds Fire-Rescue, Inc. whereby the Town agrees to assist with calls for fire suppression and protection services in the Shepherds Response District, among other mutual services provided by the parties. In consideration of this agreement, Shepherds will pay the Town $90,000 per year and provide adequate space and facilities to Town personnel at Shepherds Fire Station 1. (pages 12-19)
   e. Consider a resolution adopting Chapter 26, Small Wireless Facilities to the Mooresville Code of Ordinances to establish reasonable policies and procedures for the review, permitting, and placement of small wireless facilities in Town right-of-way. (pages 20-30)
   f. Consider awarding a contract in the amount of $58,465 to Callaway Industrial Services for painting and repairs at Water Treatment Plant #2. (page 31)
   g. Consider an amendment to accept funds raised at the PAL Golf Tournament, to include $2,100 paid to the Mooresville Golf Club. (page 32)
   h. Consider an amendment to accept with gratitude a donation in the amount of $400 from Friends of the Library to help with the cost of a visiting author. (page 33)
   i. Consider an Interlocal Agreement between the Town of Mooresville, the Town of Troutman, the Town of Davidson, the City of Statesville and the County of Iredell on behalf of the Lake Norman Transportation Commission. (pages 34-39)
j. Consider approving changes to the Town of Mooresville Fee Schedule to provide additional clarification on meter tampering fees and irrigation taps. (pages 40-41)

k. Consider Supplemental Agreement #2 for an amount not to exceed $18,755.00 and Supplemental Agreement #3 for an amount not to exceed $6,298.44 to Blythe Development Co., for additional work on NC 115/NC 150 Intersection Improvement Project C-5200. This agreement will increase the contract amount from $1,089,740.00 to $1,114,793.44. These agreements are for the work required to complete additional undercut and a concrete collar around an existing utility that were not included in the original contract. (pages 42-45)

l. Consider approving the donation levels for the Police Athletics & Activities League (PAL) 2nd Annual Golf Tournament scheduled for June 29, 2019.
   1. **PAL level** – $0.00 to $500.00 (Ex. Hole sponsors, individual players, team sponsors, small donations).
   2. **RED level** – $501.00 to $1000.00 (Ex. Longest drive sponsor, closest to the pin sponsor, medium donations).
   3. **WHITE level** – $1001.00 to $2000.00 (Ex. Goody bag sponsor, lunch sponsor, large donations).
   4. **BLUE level** – $2001.00 to $4999.00 (Ex. Hospitality sponsor, marketing sponsor – hole sponsorship signs).
   5. **GOLD level** – $5000.00 – Full tournament sponsor

m. Consider approving a purchase in the amount of $69,396.85 for BriefCam analytic software from Brady Integrated Security.

n. Consider approving a purchase in the amount of $41,055 for Dell hardware for BriefCam analytic software from the Davenport Group.

o. Consider adopting general written criteria to be used when determining if the design-build construction delivery method is an appropriate method of contracting for a project. The written criteria are consistent with the requirements of G.S. 143-128.1A. (pages 46-47)

p. Consider approval and adoption of written criteria to use the design-build construction delivery method for the design and construction of a new fire station. The written criteria are consistent with the requirements of G.S. 143-128.1A. (pages 48-51)

q. Consider approval and adoption of written criteria to use the design-build construction delivery method for the design and construction of a new police department. The written criteria are consistent with the requirements of G.S. 143-128.1A. (pages 52-55)
MECHANIC ASSISTANT

Position Code:  
WC Code: 8380  
FLSA Status: Non-Exempt  
Pay Grade: 346  
Location: Public Services  
Approval Date: 2019

General Statement of Duties
Assist mechanics in maintaining and repairing all vehicles and equipment at the municipal garage.

Distinguishing Features of the Class
An employee in this class engages in a variety of work associated with the maintenance and repair of a wide variety of Town vehicles and equipment. The employee is subject to working both inside and outside environments and exposure to various hazards including loud noises, vibrations, moving mechanical parts, exposure to chemicals, fumes, odors, poor ventilation, and oils. The employee must exercise judgment and initiative in carrying out assignments. Work is performed under regular supervision and is inspected for compliance and instructions, conformance to established standards, quality and productivity, and adherence to schedules and priorities.

Duties and Responsibilities
Assist mechanics with Services and repairs all town vehicles and equipment.

Maintains and ensures the operation of all vehicles and equipment.

Diagnose electrical, electronic, hydraulic, mechanical, and pneumatic systems on heavy trucks and heavy equipment.

Replaces and mounts tires.

Diagnose and repair H/VAC systems.

Inspects for worn and damaged parts.

Maintains a clean work area.

Adheres to all safety procedures and policies of the department.
Performs other duties as requested such as working overtime and callbacks when needed.

**Recruitment and Selection Guidelines**

**Knowledge, Skills and Abilities**

Ability to learn procedures of all vehicles and equipment maintenance.

Ability to learn procedures and tools used in all types of repairs.

Ability to learn operation of shop equipment, tools, and machines for vehicle and equipment maintenance.

Adhere to all safety procedures and policies of the department.

Ability to learn various test equipment for diagnosing vehicle and equipment problems.

Ability to learn principles of operation and repair of diesel engines.

Ability to learn repair procedures, such as for H/VAC systems and electrical systems.

Ability to learn hydraulic systems and how to service troubleshoot and repair them.

Ability to learn to diagnose problems using scanners and other trouble shooting tools.

Ability to perform diagnostic trouble shooting and repairs on air and hydraulic brake systems.

Ability to understand and follow instructions.

Ability to communicate clearly and concisely orally.

Ability to maintain a clean and organized garage area.

Ability to establish and maintain effective and cooperative working relationships with those contacted in the course of work.

**Physical Requirements**

Must be able to physically perform the basic life operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, feeling, talking, hearing, and repetitive motions.
Must be able to perform very heavy work exerting up to 100 pounds of force occasionally; 50 pounds of force frequently; and 20 pounds constantly.

Must possess the visual acuity to operate automotive equipment in a safe manner, fit parts, read gauges and make written records.

**Minimum Education and Experience**
High School diploma or GED.

**Special Requirements**
Possession of a valid North Carolina Drivers License –(CDL Prefered).
EXHIBIT A  
TOWN OF MOORESVILLE  
SANITARY SEWER REHABILITATION PROGRAM  
SCOPE AND BUDGET (3/29/2019)

The Town of Mooresville (CLIENT) has an ongoing sanitary sewer rehabilitation program. The purpose of this project is to assess the collection system and identify the highest priority system defects to be addressed under this program. Therefore, the major tasks to be undertaken by Gavel & Dorn Engineering, PLLC, (ENGINEER) are the following:

- Task 1 – Project Management and Meetings  
- Task 2 – Flow Metering  
- Task 3 – Smoke Testing  
- Task 4 – Manhole Inspections  
- Task 5 – CCTV Review  
- Task 6 – Report

The proposed area of the system to be studied is shown in Figure 1. Figure 1 also indicates proposed flow meter locations based on a desktop analysis of the collection system. The following presents proposed task descriptions for the completion of the Scope of Work.

Task 1 – Project Management and Meetings

A. Project management tasks include planning, organizing, staffing and coordinating the work efforts for each task. Administrative tasks include preparation of invoices and progress reports. We also anticipate frequent phone and e-mail communication, as needed.

B. ENGINEER will meet with TOWN to discuss and finalize details of the project in a kickoff meeting. It is important that there is mutual understanding between all parties regarding the proposed work and issues to be addressed. This meeting is anticipated to take an entire day and may include limited vehicular reconnaissance of the project area.

C. Meet with TOWN to review each sewer segment evaluated and discuss all defects and priorities. During the meeting a review of some of the SSES information (including videos) may be performed to discuss recommended repairs in more detail. From this meeting, the ENGINEER and TOWN will identify and develop
FIGURE 1
SANITARY SEWER PROJECT AREA

Legend
- Proposed Flow Meters
- PumpStations
- Force Mains
- Gravity Sewer

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

1 inch = 3,000 feet
rehabilitation construction projects. The ENGINEER will summarize resultant plan in the Final Report.

Task 2 – Flow Metering

A. ENGINEER proposes to deploy nine flow meters and three rain gages for a period of 2 months as shown in Figure 1. The purpose of the flow metering is to identify areas of the collection system subject to higher levels of rainfall-induced infiltration and inflow (I/I).

B. Initial flow metering site visit: ENGINEER will visit each agreed upon flow metering location to complete an assessment of the location. This site visit will provide insight to which metering technology will perform best at the given location and allow for alternate locations to be chosen, if needed. Flow meter location evaluation forms will be completed for each location.

C. Flow Meter and Rain Gage Installation: ENGINEER will install flow and rainfall metering equipment. ENGINEER field staff will follow company guidelines for confined space entry (CSE) during all installations. Flow meters will be programmed to gather data in 5-min time steps. ENGINEER shall be responsible for installation and calibration of the flow meters. ENGINEER shall provide meters, batteries for the meters, and miscellaneous hardware, as needed. ENGINEER staff will prepare flow meter installation forms as part of this task which will document the specifics of the installation.

D. Maintenance: ENGINEER staff shall check each of the temporary metering and rain gauge sites on a weekly basis to verify data quality, check for erroneous data, battery level and any warranted maintenance activities. These checks will be performed remotely via wireless metering technologies. Minor field maintenance activities (sensor scrubbing, changing batteries/antenna, etc.) may be warranted based on these weekly checks. A maintenance log will be maintained recording activities performed at each site visit.

E. Monthly Calibration Visit: ENGINEER Staff shall visit the metering sites at the beginning of each month. This visit will be to perform level calibration, change batteries and any other warranted equipment maintenance. All activities completed within the monthly maintenance visit will be recorded in the maintenance log.

F. Flow Meter Removal: At the end of the metering period, ENGINEER shall remove the temporary flow meters as part of this task.
G. **Flow Metering/Rainfall Data Analysis and Report:** ENGINEER will compile and analyze the flow monitoring data. ENGINEER will analyze the gathered temporary flow monitoring data to determine, at a minimum, the following parameters: (1) average daily dry weather flow, (2) peak wet weather flow, (3) groundwater infiltration rate (estimate), (4) rainfall-dependent infiltration and inflow (I/I) volume, (5) percent of rain becoming I/I (R-value), and (6) rain totals. The analysis will rely on the US EPA’s SSO Analysis and Planning (SSOAP) Toolbox. Diurnal curves will be developed to be used in the model to simulate future dry weather flow hydrographs. The deliverable flow metering memorandum will include maps, the flow meter installation forms, maintenance logs, flow balance results, average daily dry weather flow (MGD), peak wet weather flows, peaking factors, and R-values. In addition, the report will include any recommendations regarding the findings of priority areas with respect to I/I. ENGINEER will also deliver raw data in tabular format electronically (i.e., Microsoft Excel® format) to the CLIENT. Flow metering report will be delivered electronically.

**Task 3 – Smoke Testing**

A. Based on the results of the temporary flow metering study, ENGINEER will conduct smoke testing in a priority mini-area. ENGINEER assumes that approximately 20,000 LF of gravity main will be smoke tested.

B. ENGINEER will provide all equipment and materials necessary to complete the smoke testing. Defects will be logged with handheld data collectors, complete with GPS coordinates and photographs. ENGINEER will provide the results of the smoke testing electronically including an associated GIS map (background GIS data to be provided by CLIENT). ENGINEER will coordinate with emergency services and the CLIENT prior to commencement and at a time agreeable to CLIENT. Traffic control to access manholes located in busy roads will be provided by the CLIENT.

C. ENGINEER will summarize via maps and tables the observed defects contributing I/I to the system.

D. ENGINEER will prepare a technical memorandum summarizing the results of smoke testing in each basin. The report will include maps, field reports, summary tables, photos and rehabilitation recommendations.

**Task 4 – Manhole Inspections**

A. Based on the results of the temporary flow metering study, ENGINEER will conduct manhole inspections in a priority mini-area. ENGINEER assumes that 125 manholes will be inspected.
B. ENGINEER proposes an above grade inspection. Personnel will not enter the manhole. The purpose of the inspections is to assess the condition of the manholes to identify possible sources of I/I.

C. The use of a pole camera to photo-document pipe connections will be performed for an additional fee as shown in Exhibit B.

D. Traffic control to accommodate lane and/or road closures, if necessary, are presumed to be provided by the CLIENT.

E. Staff shall utilize web-based data collection software (Fulcrum® or Survey123®) so that the manhole inspection reports are completed in real-time in the field with photos. All field staff will be equipped with tablet computers for field use. The inspection survey contains fields to document manhole depth, construction materials, depth of flow, evidence of surcharge, and a method to record visible issues and defects with photo documentation. Observations and defects will be coded in NASSCO MACP format. The inspection reports will then be exported to GIS for use by the CLIENT.

F. The mapped manholes will be imported to GIS for subsequent mapping. ENGINEER will also provide the results of the manhole inspections to the CLIENT in digital format.

G. ENGINEER will summarize on one or more maps the observed defects contributing I/I to the system.

H. A brief technical memorandum will be generated summarizing the results of the manhole inspections in each basin documenting observed defects and associated capacity credits. The report will include a summary map (GIS) and condition assessment Table for all inspected manholes.

Task 5 – CCTV Review

A. The TOWN regularly performs CCTV inspections of its collection system. Under this Task, ENGINEER will review CCTV gathered by the TOWN in one or more priority mini-areas. ENGINEER assumes 50,000 LF of CCTV to be reviewed. The purpose of the review is to identify and rank defects leading to elevated levels of I/I.

B. ENGINEER will identify, summarize and document all sewer deficiencies in a spreadsheet (“Rehabilitation Schedule”) or equivalent electronic format (GIS). ENGINEER will prioritize defects in the system (per sewer line segment) based upon an agreed upon rating system and enter ratings into the Rehabilitation Schedule.
C. ENGINEER will identify rehabilitation (repair) methods for all defects in the system and track the numbers of defects per sewer segment, the number of defects scheduled for repair and summarize data.

D. ENGINEER will identify defects in need of immediate repair by the TOWN.

E. It is the intent of this SCOPE OF WORK that the Rehabilitation Schedules and the design decisions are complete and ready for immediate and efficient completion of the final design (for example, the spreadsheets will only require minor modifications prior to inserting on the design drawings).

F. The rehabilitation plan information will then be used to develop budget costs for each project identified. The ENGINEER will provide a summary spreadsheet including costs by rehabilitation project and assist the TOWN in establishing final budget costs.

Task 6 – Report

A. ENGINEER shall prepare a technical memorandum summarizing the results of the Tasks 1 to 5. The technical memorandum shall include recommendations for rehabilitating or upsizing sewer in the project area. Cost estimates for each will be prepared. Final report will document all assumptions, limitations, and summarize results including maps of proposed improvements. Report will be delivered in electronic format. The project budget includes one set of revisions of the draft report.
THIS AGREEMENT is made and entered into this ___ day of April, 2019, by the Town of Mooresville, a municipal corporation and providing services hereunder through its Fire Department, herein after designated as Town” and the Shepherds Fire-Rescue, Inc., a non-profit corporation with its principal business in Iredell County, North Carolina, hereinafter designated as “Shepherds.” The Town and Shepherds are also hereinafter jointly designated as the “Parties.”

WITNESSETH:

Whereas, the Parties have jurisdictions with contiguous fire protection boundaries; and

Whereas, the Parties each maintain separate fire departments for the purpose of fire suppression, protection, prevention, training, rescue, community service, and emergency medical assistance in their respective boundaries; and

Whereas, the Parties have determined that is to the benefit of the citizens of the Town of Mooresville, the residents of the Shepherds Fire and Rescue District, the public in general, and their mutual advantage and benefit to enter into this Agreement to provide fire suppression, protection, prevention, training, rescue, community service, and emergency medical assistance in their respective boundaries in the event of a fire or other local emergency, and to engage in such activities as joint training exercises; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE 1-REMUNERATION

1.1 Shepherds agrees to pay Town ninety thousand dollars ($90,000.00) per year during the term of this Agreement, such payments to be made as follows: biannual payments of forty-five thousand dollars ($45,000.00) on or before June 30 and December 31 of each calendar year. The first payment due under this agreement shall be made on or before June 30, 2019 in the amount of $71,250.00. (Note: The first payment amount was calculated by prorating the amount owed for January 1, 2019 through April 15, 2019 under the terms of the previous agreement ($180,000 per year), totaling $52,500. The amount owed pursuant to this Agreement for April 15 through June 30, 2019 is $18,750, reflecting a total amount of $71,250 owed as of June 30, 2019.)
1.2 The Town’s annexation of any part of Shepherds’ service district, as well as any compensation representing the actual tax revenues lost, will be handled outside of this agreement and governed by N.C.G.S. §§160A-31.1 and 160A-58.2A as necessary.

ARTICLE 2 — TERM OF AGREEMENT

2.1 Unless terminated for lack of funding as set out in Article 1.1 herein, this Agreement shall be effective April 15, 2019, and shall continue in effect unless (1) termination is agreed upon by both parties; (2) either party gives written notice to the other of its intent to terminate this agreement providing that such notice is given at least six (6) months in advance of its intent to terminate this agreement; or, (3) either party fails comply with any provision of this agreement provided that the party not in default notifies in writing the party in default, giving said party at least thirty (30) days in which to cure such default to the satisfaction of the party not in default.

2.2 The parties intend for this to be a continuous Agreement but agree that the respective parties shall re-evaluate this Agreement annually toward future agreement(s) of the parties that will be in both the Town's and Shepherd's (and citizens of their respective Districts) best interests.

ARTICLE 3— USE OF BUILDING AND FACILITIES

3.1 Shepherds agrees to provide adequate space and facilities to house a minimum of one fire unit provided by Town, such unit to include at a minimum, three firefighting personnel who will reside at and use such facilities, twenty-four hours a day, each day of the year during the term of this agreement.

3.2 Shepherds agrees to provide access to such space and facilities to Town who will determine which members of the Town’s fire department shall have access to such facilities.

3.3 The subject facility under the terms of this Agreement is located at 2014 Charlotte Highway, Mooresville, North Carolina, and is more particularly described as Shepherds Fire Station 1.

3.4 Employees of the Town providing the services as described in this Agreement shall have access to the area in which fire department vehicles are located, housing quarters, bathrooms, office space, and any other areas as agreed to by the fire chiefs of Town and Shepherds.

3.5 Shepherds will provide all utilities reasonably associated with providing reasonable, comfortable, and adequate housing conditions including, but not limited to, air conditioning and heat, hot and cold water, and kitchen facilities. Pursuant to Section 6.1,
the Town agrees to reimburse Shepherds for one-half of all utility costs in a timely fashion upon receipt of the utility costs from Shepherds.

3.6 Shepherds expressly agree that there will be no rental costs associated with the use of the facilities contemplated under the terms of this Agreement.

ARTICLE 4—RESPONSE

4.1 Town agrees to respond to calls for service that occur in the Shepherd's Response District.

4.2 Dispatching of calls for both Town and Shepherds shall be by the Iredell County Emergency Communications Center.

4.3 All operations at any incident within the jurisdiction of the Town shall be directed and controlled by the incident Commander of the Town Fire Department at the scene of such incident. In the event there is no Incident Commander present from Town, the Shepherds Incident Commander shall direct and control personnel until the arrival of the Town Incident Commander. All operations at any incident within the jurisdiction of the Town in which Shepherds responds shall be directed in accordance with this Section.

4.4 All operations at any incident within the jurisdiction of the Shepherds area but not within the territorial jurisdiction of the Town in which the Town responds shall be directed and controlled by the incident Commander of Shepherds at the scene of such incident. In the event there is no Incident Commander present from Shepherds, the Town Incident Commander shall direct and control personnel until the arrival of the Shepherds Incident Commander. All operations at any incident within the jurisdiction of the Town in which Shepherds responds shall be directed in accordance with Section 4.3 herein.

4.5 Fire Protection and other services to be provided by Town and Shepherds under this Agreement shall be at least equal to the standards of fire protection and other emergency services being provided by the Town and Shepherds within their respective boundaries as of the effective date of this agreement.

4.6 This Agreement shall be supplemented with additional Standard Operating Guidelines developed and mutually agreed to by Town and Shepherds. These guidelines will be updated as operations may change and will explain the responsibilities of both Shepherd and Town personnel.

4.7 The respective fire companies of Town and Shepherds shall participate in joint training exercises to promote basic standardization of operations and philosophy as determined jointly by the fire chiefs of Town and Shepherds.
4.8 Shepherds personnel may respond to calls occurring within the Town limits. These areas will be defined between the chief of both departments and coordination through the Iredell County Communication Center. This section is subject to any Standard Operating Guidelines as set out in Section 4.6 herein. Shepherds will follow the current response modes and procedures as set by the Town while responding in the Town.

ARTICLE 5—PERSONNEL

5.1 The Town will provide personnel under the terms of this Agreement as follows: a minimum of one (1) Officer, one (1) Driver, and one (1) Firefighter.

5.2 All personnel of Town and Shepherds shall have a minimum of North Carolina Level II Firefighter Certification and shall have certification as a certified medical responder in order to respond to calls within the Town of Mooresville.

5.3 Shepherds acknowledge receipt of a copy of the Town of Mooresville's Drug Free Workplace Policy, and agree to its terms. Specifically, Shepherds acknowledges and agrees that its employees and any volunteer are safety-sensitive employees for purposes of said policy, and are subject to testing as described therein.

5.4 Day-to-day management of activities taking place under the authority of this agreement shall be managed by the Fire Chiefs of Town and Shepherds.

5.5 Work and response assignments for Town personnel assigned to Station 1 of Shepherds Fire and Rescue shall be developed in written form and prominently posted at Shepherds Fire and Rescue Station 1. The assignment shall be those mutually agreed upon by the fire chiefs of Town and Shepherds. Further, the fire chiefs of Town and Shepherds agree to develop an orientation manual for the personnel who have not previously been assigned to Station 1, which manual will include work and response assignments and such other topics as the fire chiefs for Town and Shepherds agree upon.

5.6 Personnel employed by or acting as a volunteer for Shepherds who are acting in their capacity as an employee or volunteer for Shepherds and who are employees of Town may respond to calls for service in the Mooresville Town limits in their capacity as Shepherds personnel.

5.7 Upon invitation from volunteer personnel to attend official meetings of volunteer personnel, the Town may furnish a representative who is authorized to act with regard to operational matters when attending such meetings.

5.8 It is expressly agreed and understood that employees or volunteers of Shepherds are not employees of the Town of Mooresville while acting on behalf of Shepherds. The
respective employers shall provide workers compensation insurance for their respective employees.

5.9 Shepherds requests that their district be split to allow the Town to send the closest emergency apparatus to the incident. The chiefs of both departments should decide how this will be handled and the Town may choose to use town resources other than Engine 4 to assist with calls in the Shepherds area.

5.10 Town employees will follow all Town and Mooresville Fire - Rescue policies and guidelines while in the Shepherds district answering calls.

ARTICLE 6 — EXPENSES

6.1 Town agrees to reimburse Shepherds for one-half of all utility costs (natural gas, electricity, water and sewer) and Town agrees to provide for all supplies necessary for any personnel provided by Town on a monthly basis. Any variance from the aforesaid equal responsibility shall be as determined jointly by the fire chief of Town and the Board of Directors for Shepherds taking into consideration the equities of any particular situation.

ARTICLE 7 — INSURANCE

7.1 Town and Shepherds shall maintain its current comprehensive general liability insurance coverage for the activities or services arising out of this Agreement in an amount of not less than $500,000 per occurrence. Town and Shepherds shall each also maintain automobile liability insurance for respective vehicles in the amount of $100,000 for each person, $300,000 for each incident of bodily injury and $50,000 for each incident of property damage. Town and Shepherds shall each further provide their respective replacement cost insurance for their respective apparatus.

7.2 Any damage or other compensation which is required to be paid to any employee or volunteer, by reason of his or her injury occurring while services are being utilized pursuant to this Agreement, shall be the sole liability and responsibility of such employee or volunteers' respective employer.

ARTICLE 8— TRAINING

8.1 All Town personnel assigned to Shepherds Station 1 must maintain current minimum NCOEMS continuing education requirement for EMT or NC Medical Responder.

8.2 All Town personnel assigned to Shepherds Station 1 shall participate in the training and drills conducted by Town and Shepherds as determined jointly by the fire chiefs of Town and Shepherds.
ARTICLE 9— COMPENSATION

9.1 Town and Shepherds shall be responsible for paying the salary and benefits of their respective employees.

9.2 Except for shared operational costs as set out in Article 6 herein and for the remuneration under Article 1 herein, neither party to this Agreement will be required to compensate the other party for services rendered pursuant to this Agreement.

ARTICLE 10— ACCOUNTABILITY

10.1 The Officer in Charge of his or her respective department will be responsible for completing the appropriate report for each activity and for all responses that are the subject of this Agreement. Completed reports shall be submitted to both Town and Shepherds.

10.2 The Town and Shepherds agree to immediately report any of the following occurrences to the other party:

a. Cancellation, changes or lapse of general or professional liability or worker's compensation insurance coverage.

b. Any conduct of personnel that are detrimental to the quality and integrity of the fire protection services being provided. It is understood that the employer of the offending employee or member will have the responsibility to take appropriate corrective action.

c. Inability to provide staffing at the required level.

ARTICLE 11 — COMMUNICATION EQUIPMENT

11.1 Town and Shepherds shall share responsibility for the provisions of communications equipment sufficient to communicate with the Iredell County Emergency Communications Centers. Each party shall maintain equipment capable of communication with the communication center and individual fire response apparatus.

ARTICLE 12— DAMAGE TO PROPERTY

12.1 Each party to this Agreement shall be solely responsible for its own property and any damages occurring to such property.
ARTICLE 13— INJURIES TO PERSONNEL

13.1 Any damages or other compensation required to be paid to any employee, by reason of injury while working to provide the services provided for herein, shall be the responsibility of the party regularly employing that employee. It is understood and agreed that Town does not have any liability or responsibility for injuries occurring to any paid or volunteer acting for or on behalf of Shepherds.

ARTICLE 14— SPECIAL PROVISIONS

14.1 Except as provided in Article 4.6 hereof, this Agreement shall constitute the entire Agreement between the Parties and no modifications thereof shall be binding unless evidenced by a subsequent signed, written agreement.

14.2 In the event, any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby, and shall continue in full force and effect.

14.3 For the purpose of liaison and administration, the Chief of the Town Fire Department or his designee and the designee of Shepherds Fire and Rescue shall be jointly responsible to carry out the force and intent of this Agreement.

14.4 This Agreement shall be governed in all respects as to its validity, the construction thereof, the capacity of those who have executed the same, or as to other matters, by the laws of the State of North Carolina.

14.5 The Parties both represent and warrant that they have full power and authority to enter into and perform this Agreement and do not know of any contract, Agreement(s), promise(s), or undertaking(s) that would prevent the full execution and performance of this Agreement.

14.6 All notices and other communications required by this Agreement must be in writing and delivered personally, U.S. Mail, or overnight courier to the address of the party to whom notice is being given and shall be deemed to be given when delivered. The address of each party for notice under this Agreement is as set forth below that party’s signature at the end of this Agreement. Any party hereto may, from time to time, by written notice to the other party, designate a different address or facsimile machine phone number, which shall be substituted for the one specified above for such party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.
THE TOWN OF MOORESVILLE

By: ______________________________
    Miles Atkins, Mayor

Attest: ____________________________
       Genevieve Miller, Town Clerk

SHEPHERDS FIRE-RESCUE, INC.

By: ______________________________
    _______________________________, President

Attest: ____________________________

For Notice:

THE TOWN OF MOORESVILLE
c/o Curt Deaton
c/o Ted F. Mitchell, Esq.
413 N. Main Street
The McIntosh Law Firm, P.A.
Mooresville, NC 28115
P.O. Box 2270
209 Delburg Street, Suite 203
Davidson, North Carolina 28036
Telephone: 704-892-1699

With a copy to:
Sharon Crawford
P.O. Box 878
Mooresville, NC 28115
A RESOLUTION ADOPTING CHAPTER 26, SMALL WIRELESS FACILITIES, TO THE MOORESVILLE TOWN CODE

Be it ordained by the Board of Commissioners for the Town of Mooresville:

Section 1. Chapter 26, Small Wireless Facilities, is added to the Mooresville Town Code.

ARTICLE I. IN GENERAL

Sec. 1. Purpose

The purpose of this chapter is to promote the health, safety, and general welfare of the citizens of the Town of Mooresville by establishing policies and procedures for the review, permitting, and placement of small wireless facilities in the public right of way in accordance with all applicable state and federal laws.

Sec. 2. Definitions

When used in this chapter, the following words and terms shall have the meaning set forth in this section, unless other provisions of this chapter specifically indicate otherwise:

Administrative Review means review of an application by the Engineering Services Department relating to the review and issuance of a permit to determine whether the issuance of a permit is in conformity with the applicable provisions of this chapter.

Antenna means communications equipment that transmits, receives, or transmits and receives electromagnetic radio signals used in the provision of all types of wireless communications services.

Applicable Codes means the North Carolina State Building Code and any other uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization together with State or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.

Applicant means any person who submits an application under this chapter.

Application means a written request that is submitted by an applicant to the Town for a permit to collocate wireless facilities or to approve the installation, modification, or replacement of a utility pole, Town utility pole, or wireless support structure.

Base Station means a station at a specific site authorized to communicate with mobile stations, generally consisting of radio receivers, antennas, coaxial cables, power supplies, and other associated electronics.

Building Permit means an official administrative authorization issued by the Town prior to beginning construction consistent with the provisions of G.S. 160A-417.
Collocate or Collocation means the placement, installation, maintenance, modification, operation, or replacement of wireless facilities on, under, within, or on the surface of the earth adjacent to existing structures, including utility poles, town utility poles, water towers, buildings, and other structures capable of structurally supporting the attachment of wireless facilities in compliance with applicable codes. The term “collocate” or “collocation” does not include the installation of new utility poles, town utility poles, or wireless support structures.

Communications Facility means the set of equipment and network components, including wires and cables and associated facilities used by a communications service provider to provide communications service.

Communications Service means cable service as defined in 47 U.S.C. § 522(6), information service as defined in 47 U.S.C. § 153(24), telecommunications service as defined in 47 U.S.C. § 153(53), or wireless services.

Communications Service Provider means a cable operator as defined in 47 U.S.C. § 522(5); a provider of information service, as defined in 47 U.S.C. §153(24); a telecommunications carrier, as defined in 47 U.S.C. § 153(51); or a wireless provider.

Eligible Facilities Request means a request for modification of an existing wireless tower or base station that involves collocation of new transmission equipment or replacement of transmission equipment but does not include a substantial modification.

Equipment Compound means an area surrounding or near the base of a wireless support structure within which a wireless facility is located.

Fall Zone means the area in which a wireless support structure may be expected to fall in the event of a structural failure, as measured by engineering standards.

Law means local, state, or federal law, statute, common law, code, rule, regulation, order, or ordinance.

Micro wireless facility means a small wireless facility that is no larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

Search Ring means the area within which a wireless support facility or wireless facility must be located in order to meet service objectives of the wireless service provider using the wireless facility or wireless support structure.

Shroud means a box or other container that contains, and is designed to camouflage or conceal the presence of, a communications facility, antenna, or accessory equipment.
Small Wireless Facility means a wireless facility that meets both of the following qualifications:

(a) Each antenna is located inside an enclosure of no more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements, if enclosed, could fit within an enclosure of no more than six cubic feet; and

(b) All other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet. For purposes of this subdivision, the following types of ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power and other services, or other support structures.

Stealth means any communications facility, wireless support structure, or antenna that is integrated as an architectural feature of a structure or that is designed in a manner to camouflage or conceal the presence of the communications facility, wireless support structure, or antenna so that the purpose of the facility or structure is not readily apparent to the casual observer.

Substantial Modification means the mounting of a proposed wireless facility on a wireless support structure that substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the criteria listed below. The burden is on the local government to demonstrate that a mounting that does not meet the listed criteria constitutes a substantial change to the physical dimensions of the wireless support structure.

(a) Increasing the existing vertical height of the structure by the greater of (i) more than ten percent (10%) or (ii) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet.

(b) Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance.

(c) Increasing the square footage of the existing equipment compound by more than 2,500 square feet.

Town right-of-way means right-of-way owned, leased, or operated by the town, including any public street or alley that is not part of the State highway system.
Town Utility Pole means a pole owned by the Town in the Town right-of-way that provides lighting, traffic control, or a similar function.

Utility Pole means a structure that is designed for and used to carry lines, cables, wires, lighting facilities, or small wireless facilities for telephone, cable television, electricity, lighting, or wireless services.

Wireless Facility means the equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (i) equipment associated with wireless communications and (ii) radio transceivers, antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term shall not include any of the following: (a) The structure or improvements on, under, within, or adjacent to which the equipment is collocated, (b) Wireline backhaul facilities, (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or town utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless Infrastructure Provider means any person with a certificate to provide telecommunications service in the State who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures for small wireless facilities but that does not provide wireless services.

Wireless Provider means a wireless infrastructure provider or a wireless services provider.

Wireless Services means any services, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using wireless facilities.

Wireless Services Provider means a Person who provides Wireless Services.

Wireless Support Structure means a new or existing structure, such as a monopole, lattice tower, or guyed tower that is designed to support or capable of supporting wireless facilities. A utility pole or a town utility pole is not a wireless support structure.

Sec. 3. Applicability; Compliance with Law

a. This Chapter shall apply to small wireless facilities in the Town right-of-way. Nothing in this Chapter shall be interpreted to excuse compliance with, or to be in lieu of, any other requirement of state or local law, except as specifically provided herein. Without limitation, the provisions of this Chapter do not permit placement of small wireless facilities on privately-owned utility poles or wireless support structures, or on private property, without the consent of the property owner or any person who has an interest in the property.
b. Unless expressly set forth herein, the following categories of small wireless facilities are exempt from the requirements of this Chapter:

i. Routine maintenance of small wireless facilities; the replacement of small wireless facilities with small wireless facilities that are the same size or smaller; or installation, placement, maintenance or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles or town utility poles in compliance with applicable codes by or for a communications service provider authorized to occupy the town rights-of-way and who is remitting taxes under G.S. 105-164.4(a)(4c) or G.S. 105-164.4(a)(6).

ii. A temporary small wireless facility, upon the declaration of a state of emergency by federal, state, or local government; and a written determination of public necessity by the Town; except that such facility must comply with all federal and state requirements and must be removed at the conclusion of the emergency.

Sec. 4. Application Requirements and Permitting Process

a. Right-of-way Encroachment Agreement. Prior to installing any small wireless facility, a utility pole associated with a small wireless facility, or wireless support structure in, on, under, or above any Town right-of-way, a person shall enter into a right-of-way encroachment agreement with the Town, consistent with the provisions contained in this Chapter.

b. Permitting and Applications. Prior to installing any small wireless facility, a utility pole associated with a small wireless facility, or wireless support structure in, on, under or above any Town right-of-way, a person shall submit an application for a permit as specified in form and content by the Town. An application shall also be submitted for any eligible facilities request.

c. Application Requirements. An application shall be made by the wireless provider or its duly authorized representative and shall contain the following:

i. The Applicant’s name, address, telephone number, and e-mail address, including emergency contact information for the applicant.

ii. The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application.

iii. A detailed drawing of the type of wireless facility proposed, including proposed height, the location of any ground mounted equipment, necessary screening, and the color and design of all antenna.

iv. A site plan, with sufficient detail to show the proposed location of items the applicant seeks to install in the right-of-way.
v. An application must include an attestation that any small wireless facilities will be collocated on a utility pole, Town utility pole, or wireless support structure and that the small wireless facilities will be activated for use by a wireless services provider to provide service no later than one year from the permit issuance date, unless the Town and the wireless provider agree to extend this period or a delay is caused by a lack of commercial power at the site. In instances where an applicant seeks to construct a new utility pole, the applicant shall include a statement regarding the infeasibility of collocation on existing structures.

vi. If applicable, a statement of authorization from the owner of any privately-owned utility poles or wireless support structures in which the small wireless facility will be placed or attached.

vii. A structural engineering report prepared by an engineer licensed in the State of North Carolina certifying that the host structure is structurally and mechanically capable of supporting the proposed additional antenna, configuration of antennae and other equipment, extensions, and appurtenances associated with the installation.

viii. A statement from the applicant that to the best of the applicant’s knowledge, the statements contained in the application are true.

d. Proprietary Information in Application. Applications are public records that may be made publicly available. Notwithstanding the foregoing, an applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “trade secret” by clearly marking each page of such materials accordingly. Trade secret information shall be filed as a separate addendum to the application.

e. Review and Approval. All applications received by the Town shall be reviewed by the Engineering Services Department pursuant to the following:

i. Completeness Review. Within ten (10) days of receiving an application, the Town will review the application for completeness. An application will be deemed complete unless the Town issues a notice of incompleteness to the applicant identifying the deficiencies of the application. If an application is deemed incomplete, the applicant must cure the deficiencies within ten (10) days of the date of the notice of incompleteness. Any resubmittal received by the Town more than ten (10) days after the date of the notice of incompleteness will be treated as a new application. The deadlines in this subsection may be extended by mutual agreement of the applicant and the Town.

ii. Application Review. The Town shall review an application within forty-five (45) days from the time the application is deemed complete. An application will be deemed approved if the Town fails to approve or deny the application within this time, unless the applicant and the Town have mutually agreed to extend this time frame.

iii. Denial. The Town may deny an application on the basis that it does not meet any of the requirements below:
a. The Town’s applicable codes;

b. Local code provisions or regulations that concern public safety, objective design standards for decorative utility poles, town utility poles, or reasonable and nondiscriminatory concealment requirements, including screening and landscaping for ground mounted equipment;

c. Public safety and reasonable spacing requirements concerning the location of ground-mounted equipment in a right-of-way; or

d. Historic preservation requirements

If the Town denies an application, then the Town must:

a. Document the basis for a denial, including the specific code provisions on which the denial was based;

b. Send the documentation to the applicant on or before the day the Town denies the application.

The applicant may cure the deficiencies identified by the Town and resubmit the application within thirty (30) days of the denial without paying any additional application fee. The Town shall approve or deny the revised application within thirty (30) days of the date on which the application was resubmitted. Any subsequent review shall be limited to the deficiencies cited in the prior denial.

f. Consolidated Application. An applicant seeking to collocate small wireless facilities at multiple locations within the Town shall be allowed to file a consolidated application for no more than twenty-five (25) separate facilities and receive a permit for the collocation of all the small wireless facilities meeting the requirements of this Chapter. The Town may remove small wireless facility collocations from a consolidated application and treat separately small wireless facility collocations (i) for which incomplete information has been provided or (ii) that are denied. The Town may issue a separate permit for each collocation that is approved.

g. Fees. The Town reserves the right to impose any fees permitted by state and federal law.

h. Effect of Permit. A permit from the Town authorizes an applicant to undertake only certain activities in accordance with this Chapter and as specified in the permit. A permit does not create a property right or grant authority to the applicant to impinge or encroach upon the rights of others who may already have an interest in the right-of-way.

i. Compliance with Permit. All construction practices and activities shall be in accordance with the approved permit. The Town shall be provided access to the work
site and such further information as they may require to ensure compliance with such requirements. All work that does not comply with the permit, the approved plans and specifications for the work, or the requirements of this section, shall be removed at the sole expense of the applicant. The Town may stop work in order to assure compliance with the provision of this Section.

j. **Duration.** Collocation of a small wireless facility shall begin within six (6) months of approval and shall be activated no later than one (1) year from the permit issuance date, unless a delay is caused by a lack of commercial power at the site. Failure to begin collocation within six (6) months will void the permit. A small wireless facility not activated within one (1) year of permit issuance will be considered abandoned and shall be removed from the right-of-way at the wireless provider’s expense.

k. **Post Construction.** The applicant shall provide to the Town as-built drawings in an acceptable format as designated by the Town upon completion of the installation.

**Sec. 5. Small Wireless Facilities in Town Right-of-Way**

a. **Standards.** Small wireless facilities, wireless support structures, and utility poles installed to support small wireless facilities in the right-of-way shall comply with the following requirements:

i. Each new small wireless facility in the right-of-way shall not extend more than ten (10) feet above the existing utility pole, town utility pole, or wireless support structure on which it is collocated.

ii. Each new utility pole and each modified or replacement utility pole or Town utility pole installed in the right-of-way shall not exceed fifty (50) feet above ground level.

iii. In areas zoned single-family residential where utilities are underground, each new utility pole, and each modified or replacement utility pole, town utility pole, or wireless support structure installed in the public right-of-way shall not exceed forty (40) feet above ground level;

iv. Collocations of small wireless facilities are preferred on existing poles where feasible.

v. Small wireless facilities, wireless support structure, and utility poles associated with small wireless facilities shall be blended with the natural and built surroundings as much as possible. Colors and materials shall be used that are compatible with the surrounding area, except when otherwise required by applicable federal or state regulations.
vi. All small wireless facilities, antenna, and accessory equipment must be shrouded or otherwise concealed to the extent practicable and shall blend with and match the color of the pole or structure to which they attach.

vii. Wireless support structures shall be of a unipole type; lattice and/or guyed towers are not permitted.

viii. All ground mounted equipment must be properly screened with vegetation or other acceptable alternative as approved by the Engineering Services Director.

ix. The wireless facility shall comply with all Historic District requirements, if the wireless facility is located within a Historic District;

b. Public Safety. No portion of a small wireless facility, wireless support structure, or a utility pole associated with a small wireless facility may be placed in the public right-of-way in a manner that:

i. Obstructs pedestrian, vehicular, or bicycle access; obstructs sight lines or visibility for traffic, traffic signage, or signals; or interferes with access by persons with disabilities. An applicant may be required to place equipment in vaults to avoid obstructions or interference; or

ii. Interferes with public infrastructure and/or health or safety facilities, including but not limited to power lines, fire hydrants, water valves, gas valves, underground utility vaults, valve housing structure, or any other public health or safety facility. New facilities shall not be installed directly over any water, sewer, gas or water main or service line; or

ii. Involves placement of pole-mounted equipment (other than cabling) whose lowest point is lower than eight (8) feet above ground level.

c. Removal, Relocation or Modification of Small Wireless Facilities.

i. Within ninety (90) days following written notice from the Town, wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the right-of-way whenever the Town has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any Town improvement in or upon, or the operations of the Town in or upon, the rights-of-way.

ii. The Town may require a wireless services provider to remove an abandoned wireless facility within one hundred and eighty (180) days of abandonment. Should the wireless services provider fail to timely remove the abandoned wireless facility, the Town may cause such wireless facility to be removed and may recover the actual cost of such removal, including legal fees, if any, from the wireless services provider. A
wireless facility shall be deemed abandoned at the earlier of the date that the wireless services provider indicates in any way that it is abandoning such facility or the date that is one hundred and eighty (180) days after the date that such wireless facility ceases to transmit a signal, unless the wireless services provider gives the Town reasonable evidence that it is diligently working to place such wireless facility back in service.

d. **General Work Requirements.** The applicant shall employ due care while performing any installation, maintenance, or other work in the right-of-way, and shall comply with all safety and public right-of-way protection requirements of applicable laws, applicable codes, standards, and guidelines. If traffic control is required as part of the installation or maintenance of any device, the applicant shall submit a traffic control plan to the Town and comply with all Town policies and requirements for traffic control.

e. **Utility coordination.** The Wireless Provider shall follow all “call 811 before you dig” utility coordination guidelines.

### Sec. 6 General Conditions

**a. Other approvals.** It is the responsibility of the applicant to obtain all other required permits, authorizations, approvals, agreements, and declarations that may be required for installation, modification, and/or operation of the proposed facility under federal, state, or local law, rules, or regulations, including but not limited to encroachment agreements and FCC approvals. An approval issued under this Chapter is not in lieu of any other permit required by the Town Code or the Zoning Ordinance, nor is it a franchise, license, or other authorization to occupy the public right-of-way, or a license, lease or agreement authorizing occupancy of any other public or private property. It does not create a vested right in occupying any particular location, and an applicant may be required to move or remove facilities at its expense consistent with other provisions of applicable law. An approval issued in error, based on incomplete or false information submitted by an applicant, or an application that conflicts with other requirements of the Town, is not valid. No person may maintain a small wireless facility in place unless required by State or Federal authorization.

**b. Operation and Maintenance.** All wireless support structures, small wireless facilities, and related equipment, including but not limited to fences, cabinets, poles, and landscaping, shall be maintained in good working condition over the life of the use. This shall include keeping the structures maintained to the visual standards established at the time of approval. The small wireless facility shall remain free from trash, debris, litter, graffiti, and other forms of vandalism. Any damage shall be repaired as soon as practicable, and in no instance more than thirty (30) calendar days from the date of notification by the Town.

**c. Repair of Damage.** A wireless provider shall repair all damage to a Town right-of-way directly caused by the activities of the wireless provider, while occupying,
installing, repairing, or maintaining wireless facilities, wireless support structures, town utility poles, or utility poles and to return the right-of-way to its functional equivalence before the damage. If the wireless provider fails to make the repairs required by the town within thirty (30) days after written notice, the town may undertake those repairs and charge the applicable party the reasonable and documented cost of the repairs.

d. Hold Harmless. Applicant shall defend, indemnify, and hold harmless the Town, its Commissioners, officials, officers, and employees from and against any and all loss, damage, liability, claims, suits, costs and expenses, including reasonable attorney’s fees, resulting from the alleged acts or omissions of the applicant, its officers, agents, or employees in connection with the permitted work.

Section 2. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or of the State of North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 3. The aesthetic standards contained herein were published in advance and made available by the Town. This ordinance shall become effective upon adoption.

This the 15th day of April, 2019.

_________________________________
Miles Atkins, Mayor

Attest:

_____________________
Genevieve Miller, Town Clerk

Approved as to form:

_____________________
Stephen P. Gambill, Town Attorney


**PROPOSAL**

Date: March 21, 2019

Callaway Industrial Services  
118 Overhill Dr., Suite 105  
Mooresville, NC 28117  
704-664-7022  
Fax 704-664-7028  
E-mail: daniel@callawayindustrial.com

Company Name: Town of Mooresville  
Contact: Mike Fulbright  
Street Address: 2528 Charlotte Hwy  
City, State, Zip: Mooresville, NC 28117  
Phone: 704.662.3186  
Email: mfulbright@mooresvillenc.gov

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| 1.00 | Provide all labor, materials and equipment for the following scope of work:  
Callaway Industrial proposes to prep and paint the gray piping in the lower levels of the “new” water treatment plant. We will clean the pipe to remove any surface contaminants followed by abrading the surface to receive a prime coat Sherwin Williams Preprime. Any existing corrosion is to be prepped per SSPC-SP2 & 3 hand or power tool cleaning to bare metal. These areas are to be spot primed with Sherwin Williams Macropoxy 564 epoxy. A finish coat of High Solids Urethane is to be applied in the gray color “Veil”.  
Dried waste is to be disposed of on site. Product data sheets and SDS are attached. | $58,465.00 | $58,465.00 |

Quotation prepared by: Daniel Smith

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

The prices, specifications and conditions stated above and on page 2 of this quotation are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

To accept this quotation, sign here and return: ___________________________
Town of Mooresville  
Budget Amendment

Date: April 15, 2019  
Department: Police  
Purpose: Consider an amendment to accept funds raised at the PAL Golf Tournament, to include $2,100 paid to the Mooresville Golf Club.

### Revenue:

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Date approved by Board of Commissioners:

Date posted
### Town of Mooresville

**Budget Amendment**

**Date:** April 15, 2019  
**Department:** Library

**Purpose:** Consider an amendment to accept with gratitude a donation of $400 from Friends of the Library to help with the cost of an author visit.

#### Revenue:

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#### Expense:

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Date approved by Board of Commissioners:

Date posted

This Interlocal Agreement is entered into the date and year of its last execution by and between the Town of Mooresville (hereinafter "Mooresville"), the Town of Davidson (hereinafter "Davidson"), the Town of Troutman (hereinafter "Troutman"), the City of Statesville (hereinafter "Statesville"), and the County of Iredell (hereinafter "County"), individually a Party or collectively referred to herein as the "Parties," all of which are municipal corporations or a body politic organized under the laws of the State of North Carolina.

WITNESSETH

Article 1. Authority

a. North Carolina General Statute § 160A-461 permits one or more units of local government to enter into contracts or agreements with each other in order to execute any undertaking. To this end, North Carolina General Statute § 160A-462 authorizes such units of local government to establish a joint agency charged with any or all of the responsibility for the undertaking.

b. Mooresville, Davidson, Troutman, and Statesville are each municipal corporations organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on towns in North Carolina. The County of Iredell is a body politic organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on counties in North Carolina.

Article 2. Purpose

a. The purpose of this Agreement is to establish an interlocal agreement for the purposes as set forth herein.

Article 3. Name

a. The name of the agency created under this Agreement shall be the "Lake Norman Regional Transportation Commission" (hereinafter "Commission").

Article 4. Objectives

a. The objective of the Commission is to study, investigate, initiate, develop, and advocate transportation improvements in and around the area of Iredell County and North Mecklenburg County.

Article 5. Governance
a. The Commission shall consist of two members from each Party to this Agreement for a total of ten (10) members. If other Parties are added to this Agreement, such Party shall have two members thereby increasing the membership of the Commission accordingly. Members will represent their town, city, or county, which is a party in Commission matters. Any actions required herein by the Parties shall be taken by the governing board of each Party.

i. Such members shall consist of one member of each Town’s, City’s, or County’s Governing Board and the Town, City, or County Manager of each Party to this Agreement (or Manager’s designee). Such Boards may appoint alternate members to attend Commission meetings and conduct Commission business in the event of the absence of a regular member.

b. Meetings shall be held on the second Wednesday of each month, with a quorum of such members needed to hold a meeting of the Commission, a quorum consisting of at least six (6) members of the Commission. Such quorum shall be changed to reflect any additional members added pursuant to this Article, provided that a quorum is defined as one-half of the membership plus one.

c. The Commission shall elect one of its members as chairperson of the Commission to serve on an annual basis, provided that only one member of each Party will serve as chairperson every five years.

Article 6. Voting

a. The Commission shall operate by majority vote of those members present and constituting a quorum as defined in Article 5 herein. In the case of a vote that results in a tie, the item shall be considered again at the next regularly scheduled meeting.

b. Any recommendations made by the Commission to the Parties hereto shall only become effective if a majority of the Parties to this agreement vote in favor of such recommendations.

c. Each jurisdiction that is a Party to this Agreement reserves the right to specifically not authorize the Commission to represent its interests before any legislative body, board, administrative hearing, or such other occasion in which the Commission is asked, invited, or required to attend or on any particular matter. Each jurisdiction also reserves the right to dissent or abstain from any positions or decisions made by the Commission.

Article 7. Staffing

a. The Commission shall contract for an executive director upon such terms and conditions as agreed to by the Commission. Such contract must contain specific objectives of the Commission including the specific priorities of each of the member Parties.

Article 8. Funding
a. Funding for the Commission shall come from the Parties to this Agreement in the amount of $55,000.

b. Funding for administration of the Commission shall be initially apportioned among the Parties for such Term as set out in Article 13 herein as follows:

<table>
<thead>
<tr>
<th>Party</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Iredell</td>
<td>$15,750.00</td>
</tr>
<tr>
<td>Town of Mooresville</td>
<td>$13,750.00</td>
</tr>
<tr>
<td>City of Statesville</td>
<td>$10,750.00</td>
</tr>
<tr>
<td>Town of Davidson</td>
<td>$ 9,750.00</td>
</tr>
<tr>
<td>Town of Troutman</td>
<td>$ 5,000.00</td>
</tr>
</tbody>
</table>

c. All funds due and payable pursuant to this Article shall be delivered to the Town of Mooresville as further set out in Article 10 herein within ten business days from execution by such Party contributing the funds.

Article 9. Social Media

a. The Town of Mooresville shall serve as the administrator of any websites or other social media approved by the Commission and any charges associated with such administration shall be an expense of the Commission.

Article 10. Fiscal Agent

a. The Town of Mooresville shall serve as fiscal agent for the Commission for administrative and staffing purposes. Mooresville will collect and disperse all funds of the Commission; serve as the employer of record for all Commission employees, contractors, or subcontractors; arrange for office space for the staff as needed; report to the Parties on relevant financial matters involving the Commission; and conduct audits regarding such funds. The Commission shall reimburse the Town of Mooresville for performing these duties. The other Parties agree to indemnify and hold harmless the Town of Mooresville for any claims or damages arising from performance of its duties as fiscal agent for the Commission except where the claim or damage is a result of the gross negligent or willful acts of Mooresville, its officers, employees and agents. At the time a project is preparing to commence, the Commission shall determine which party is the most appropriate to act as fiscal agent for that specific project. A project fiscal agent is responsible for all duties stated above for that specific project.

b. Any funds shall be delivered to the Town of Mooresville addressed as follows:

Ms. Deborah Hockett  
Finance Director  
Town of Mooresville  
PO Box 878  
413 N Main St  
Mooresville NC 28115

Article 11. New Members
a. Additional parties may be added to the Commission based on their request and the approval of the Commission and approval by a unanimous vote of all the Parties. If a new member is added, this Agreement will be amended to reflect such new member and that member shall become a Party.

**Article 12. Advisory Committees**

a. The Commission shall have the authority to form such committees with such members as it deems necessary to offer advice and provide recommendations to the Commission.

**Article 13. Term**

a. This Commission shall terminate on June 30, 2021, unless the then current Parties shall by majority vote agree to extend its term.

**Article 13. Nonbinding Effect**

a. Decisions made by the Commission are not intended to bind, be meant to bind, nor to be interpreted to bind the Parties, to this Agreement. It is understood that any actions taken by the Commission are recommendations only unless or until such recommended action is ratified by the Parties to this Agreement.

[Signature Pages Follow]
Adopted by each Party on the date and year as indicated below, to be effective on the date of its last adoption.

**TOWN OF MOORESVILLE**

By: ____________________________
    Miles Atkins, Mayor

Date Adopted: ________________

Attest: _________________________
    Genevieve Miller, Town Clerk

[Town Seal]

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

_________________________________
(Signature of finance officer)

**TOWN OF DAVIDSON**

By: ____________________________
    Rusty Knox, Mayor

Date Adopted: ________________

Attest: _________________________
    Betsy Shores, Town Clerk

[Town Seal]

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

_________________________________
(Signature of finance officer)

**TOWN OF TROUTMAN**

By: ____________________________
    Teross W. Young, Jr., Mayor

Date Adopted: ________________

Attest: _________________________
    Kimberly H. Davis, Town Clerk

[Town Seal]

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

_________________________________
(Signature of finance officer)

**CITY OF STATESVILLE**

By: ____________________________
    Costi Kutteh, Mayor

Date Adopted: ________________

Attest: _________________________
    Brenda Fugett, Town Clerk

[City Seal]

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

_________________________________
(Signature of finance officer)
COUNTY OF IREDELL

By: ______________________________

James B. Mallory III, Chairman

Date Adopted: ___________________

Attest: __________________________

Amy Anderson, Clerk to the Board

[County Seal]

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

___________________________
(Signature of finance officer)
# WATER AND WASTEWATER PRICING SCHEDULE

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Equivalent Residential Units</th>
<th>System Development Fees/Capacity Fees *</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Water</td>
<td>Wastewater</td>
</tr>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>1.0</td>
<td>$2,660</td>
</tr>
<tr>
<td>1&quot;</td>
<td>2.5</td>
<td>$6,650</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>5.0</td>
<td>$13,300</td>
</tr>
<tr>
<td>2&quot;</td>
<td>8.0</td>
<td>$21,280</td>
</tr>
<tr>
<td>4&quot;</td>
<td>25.0</td>
<td>$66,500</td>
</tr>
<tr>
<td>6&quot;</td>
<td>50.0</td>
<td>$133,000</td>
</tr>
<tr>
<td>8&quot;</td>
<td>80.0</td>
<td>$212,800</td>
</tr>
<tr>
<td>10&quot;</td>
<td>115.0</td>
<td>$305,900</td>
</tr>
</tbody>
</table>

* System Development Fees - Properties within Town Limits
  Capacity Fees - Properties outside Town Limits

## TOWN INSTALLED WATER TAPS

Minimum installation cost of $1,000.00. Additional fees may apply based on actual cost to install tap based on depth of existing line or increased traffic control to make connection. Water taps over 2" are not eligible for Town installation.

Residential irrigation split tap – Town installation cost of $550.00 eligible on a 5/8" or 3/4" meter only. Taps must have 60 psi at the service to be eligible for a split tap otherwise **standard Town installed water tap fees will apply**. Developer-owned and Builder-owned lots in subdivisions are not eligible for Town-installed irrigation taps.

## TOWN INSTALLED SEWER LATERALS

4" Sewer Lateral (connection to existing active public gravity sewer only): minimum installation cost of $900.00. Additional fees may apply based on actual cost to install lateral based on depth of existing line or increased traffic control to make connection.

Over 4" Sewer Lateral: Not eligible for Town installation.
TOWN OF MOORESVILLE
FEE SCHEDULE
EFFECTIVE JULY 1, 2018

WATER DEPARTMENT FEES

Water/Sewer Deposit  ($0, $100, $:
Delinquent/Late water bill payments  5% of current bill amount
Reconnection during normal business hours  $ 50.00
Resetting meter (after meter has been pulled)  $ 50.00
Absent meter/meter tampering
  1st offense  $ 200.00
  subsequent offenses  $ 200.00
  * fee plus cost of tap and meter
Special meter test fee (first test is free)  $ 50.00
Call back meter setting fee **  $ 50.00
Illegal water connection  See Back Flow Prevention Ordinance

* Deposit fee for New Accounts ($0 Low Risk, $100, Medium Risk, $200 High Risk)
** If meter setting work order cannot be filled due to condition of box or service
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION

SUPPLEMENTAL AGREEMENT NO: 2 FORCE ACCOUNT DOCUMENTATION NO: 

PROJECT NO: C-5200 NC 115 & NC 150 Intersection FEDERAL AID NO: 

COUNTY: Iredell CONTRACT NO: 

CONTRACTOR: Blythe Development Co.

1. Description, location, and justification for change:

Shallow Undercut – This Supplemental Agreement is written in accordance with Article 104-7 of the NCDOT 2012 Standard Specifications and involves payment for shallow undercut to be performed in the fill section at -L- Sta. 18+00 LT to -L- Sta. 21+00 LT.

The existing conditions in this area have exposed poor soil conditions that are inadequate to construct the planned embankment and pavement structure on. With the work being performed under lane closures and each night’s work area needing to be backfilled prior to the shift ending, the Town and Department have considered allowing 12 inches of shallow undercut in this area in lieu of undercut, in an effort to increase production and avoid excessively deep undercut areas.

All work shall be completed in accordance with Section 505 of the 2012 Standard Specifications, as well as any other applicable specifications or contract provisions. The unit prices listed herein shall be full compensation for shallow undercut.

2. Estimation of quantities of work resulting from change and the basis of payment:

<table>
<thead>
<tr>
<th>Line Code No.</th>
<th>Description</th>
<th>Unit</th>
<th>Negotiated or Contract Price</th>
<th>Field Change</th>
<th>Original Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>91 (SA #2)</td>
<td>Shallow Undercut</td>
<td>CY</td>
<td>$35.00</td>
<td>133</td>
<td>$4,655.00</td>
</tr>
<tr>
<td>92 (SA #2)</td>
<td>Class IV Subgrade Stabilization</td>
<td>TON</td>
<td>$45.00</td>
<td>260</td>
<td>$11,700.00</td>
</tr>
<tr>
<td>93 (SA #2)</td>
<td>Geotextile for Soil Stabilization</td>
<td>SY</td>
<td>$6.00</td>
<td>400</td>
<td>$2,400.00</td>
</tr>
</tbody>
</table>

Total Field Change Amount: $18,755.00 Total Original Plan Amount: $0.00

Supplemental Agreement Net Underrun: $0.00

3. Extension of contract time (if applicable):

No additional contract time beyond that allowed for overruns in accordance with Article 108-10(B)1 of the Standard Specifications will be allowed for performing the affected work.

Continued on back
BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.

2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.

3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.

4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duty authorized representatives.

<table>
<thead>
<tr>
<th>APPROVAL RECOMMENDED:</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>LOCAL GOVERNMENT AGENCY OFFICIAL</td>
<td>AUTHORIZED REPRESENTATIVE</td>
</tr>
<tr>
<td>DATE:</td>
<td>DATE: 3/28/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPROVAL RECOMMENDED:</th>
<th>APPROVAL GRANTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>PROJECT CONSULTING ENGINEER</td>
<td>NCDOT ENGINEER</td>
</tr>
<tr>
<td>DATE: 3/11/2019</td>
<td>DATE:</td>
</tr>
</tbody>
</table>

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

<table>
<thead>
<tr>
<th>APPROVAL GRANTED:</th>
<th>APPROVAL GRANTED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>RESIDENT ENGINEER</td>
<td>DIVISION ENGINEER</td>
</tr>
<tr>
<td>DATE:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ is ☒ is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION REVIEWED: CONSTRUCTION UNIT
BY:                                              BY:
DATE:                                            DATE:

COMMENTS

Attachments (list documents supporting change): Plan sheets detailing scope of work, email chain discussing work.
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION

SUPPLEMENTAL AGREEMENT NO: 3  
FORCE ACCOUNT DOCUMENTATION NO: ______________________

PROJECT NO: C-5200 NC 115 & NC 150 Intersection  
FEDERAL AID NO: ______________________

COUNTY: Iredell  
CONTRACT NO: ______________________

CONTRACTOR: Blythe Development Co.

1. Description, location, and justification for change:

Concrete Cradle – This Supplemental Agreement is written in accordance with Article 104-7 of the NCDOT 2012 Standard Specifications and involves payment for a concrete cradle to be poured around the waterline located just beneath the 15' RCP from Structure 402 to Structure 403.

It was determined that there is only approximately 1 inch of clearance between the waterline and the 15' RCP running from Structure 402 to Structure 403. Rather than having the waterline relocated to alleviate the conflict, the Town and the Department have elected to pour a concrete “cradle” underneath and around the waterline to support it under the storm drain. This cradle will need to be poured 6 inches below and around the waterline, for 3 feet in either direction of the 15' RCP. Bag mixed concrete may be used in lieu of ready-mixed concrete, provided it is an NCDOT approved product.

All work shall be completed in accordance with the 2012 Standard Specifications, as well as any applicable contract provisions. The unit prices listed herein shall be full compensation for “Concrete Cradle.”

2. Estimation of quantities of work resulting from change and the basis of payment:

<table>
<thead>
<tr>
<th>Line Code No.</th>
<th>Description</th>
<th>Unit</th>
<th>Negotiated or Contract Price</th>
<th>Field Change</th>
<th>Original Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Quantity</td>
<td>Amount</td>
</tr>
<tr>
<td>94 (SA #3)</td>
<td>Concrete Cradle</td>
<td>LS</td>
<td>$6,298.44</td>
<td>1.0</td>
<td>$6,298.44</td>
</tr>
</tbody>
</table>

Total Field Change Amount: $6,298.44  
Supplemental Agreement Net Underrun: $0.00  
Total Original Plan Amount: $0.00  
Supplemental Agreement Net Overrun: $6,298.44

3. Extension of contract time (if applicable):

Upon consideration of the affected extra work, the completion date will be extended by 2 calendar days.

Continued on back
BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.

2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.

3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.

4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duty authorized representatives.

APPROVAL RECOMMENDED:

BY: __________________________
    LOCAL GOVERNMENT AGENCY OFFICIAL

DATE: _______________________

APPROVAL RECOMMENDED:

BY: __________________________
    PROJECT CONSULTING ENGINEER

DATE: 3/11/2019

APPROVAL RECOMMENDED:

BY: __________________________

DATE: 3/26/19

CONTRACTOR:

BY: __________________________
    AUTHORIZED REPRESENTATIVE

DATE: 3/26/19

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and federally-funded projects.

APPROVAL GRANTED:

BY: __________________________
    RESIDENT ENGINEER

DATE: _______________________

APPROVAL GRANTED:

BY: __________________________
    DIVISION ENGINEER

DATE: _______________________

FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration ☐ is ☒ is not requested.

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

BY: __________________________

DATE: _______________________

REVIEWED: CONSTRUCTION UNIT

BY: __________________________

DATE: _______________________

COMMENTS

Attachments (list documents supporting change): Plan sheets detailing scope of work, email chain discussing work.
Criteria for Selection of Design-Build Project Delivery

To enter into a design-build contract, the Town of Mooresville must follow specific procurement procedures set out in G.S. 143-128.1A. These procedures are outlined below.

To initiate the contracting process, the Town must establish written criteria for determining when design-build is appropriate for a project. The statute requires the Town to adopt the criteria for each project. The criteria must address at least the following six factors:

- The Town’s ability to adequately and thoroughly define the project requirements in the Request for Qualifications (RFQ);
  
  a. The design-build method may be used if it is determined that the project has professional personnel who are qualified to oversee the project and can thoroughly define the project requirements prior to the issuance of the RFQ for a design-builder. Qualifications for this must be met by the affected departments, facilities and construction management, and contracts and purchasing when creating the RFQ.

- The time constraints for project delivery;

  a. The design-build method may be used if a desired date is set for the project to begin and the complexity or scope of work lends itself to the method.

- The Town’s ability to ensure that a quality project can be delivered;

  a. The design-build method may be used if the Town has professional and experienced personnel to select the builder and oversee the project. This may be met through the
availability of personnel in the affected department, public works, and project management departments.

- The availability of qualified staff or outside consultants experienced in design-build to manage and oversee the project;

  a. The design-build method may be used if the Town has professional and experienced personnel who have researched, interviewed, or used the method extensively. This may be met through the availability of personnel in the affected department, public works, and project management, as well as outside consultants available to be retained to perform construction management should the need arise.

- Good faith efforts to comply with historically underutilized business participation requirements (G.S. 143-128.2 and G.S. 143-128.4) and to recruit and select small business entities;

  a. The design-build method may be used if the Town is able to impose the same methods of contractual language put into formal bidding of contracts in the design-builder contract

- The criteria used by the Town, including a cost-benefit analysis of using design-build in lieu of traditional construction bidding methods.

  a. The design-build method may be used, considering the following criteria:
     1. Is the project well defined with quantitative and qualitative attributes making design-build more appropriate?
     2. Is the project timeline well defined with a completion date affecting personnel and assets directly?
     3. Is project funding and/or construction phasing beneficial to the project?
     4. Is there a maximum budget that must be adhered to in order to make design and negotiations more flexible on scope as the project progresses?
     5. Does the project have an ultimate operational goal that is more appropriate for the design-build method than design-bid-build?
Criteria for Selection of Design Build of Fire Station #6

Facilities and Construction Management

To enter into a design-build contract, the Town of Mooresville must follow specific procurement procedures set out in G.S. 143-128.1A. These procedures are outlined below.

To initiate the contracting process, the Town must establish written criteria for determining when design-build is appropriate for a project. The statute requires a municipality to adopt the criteria for each project. The criteria must address at least the following six factors:

1. The municipality’s ability to adequately and thoroughly define the project requirements in the Request for Qualifications (RFQ);

   a. The design-build method may be used if it is determined that the project has professional personnel who are qualified to oversee the project and to thoroughly define the project requirements prior to the issuance of the RFQ for a design-builder. Qualifications for this must be met by the affected departments, facilities and construction management, and contracts and purchasing when creating the RFQ.

   The Town hired an outside consultant to complete schematic designs for the project that resulted in a conceptual site plan, and potential floor plan with input by staff. These documents will be a basis for further design by the chosen firm. This project has been clearly defined in the RFQ and the Town has designated experienced staff to thoroughly define the project requirements and outline the project appropriately prior to the issuance of the RFQ. The budget, anticipated schedule, site location, scope of work, expectations, and submission guidelines are all present in the document, and collaboration by all involved departments’ staff was a part of the preliminary design process.
2. The time constraints for project delivery;
   a. The design-build method may be used if a firm date is set for the project to begin and the complexity or scope of work lends itself to the method.

The project has a start date of 7/1/2019 and has a target completion date of 12/21/2020. It is within the best interest of the Town, Fire Department, and its citizens to complete the project as quickly and efficiently as possible. The Fire Department needs an additional location in order to continue to provide equitable services to the citizens of our rapidly growing Town. Furthermore, the building of public safety facilities is a highly specific market and the best results are achieved when builder, owner, and design team are all involved in the process.

3. The municipality’s ability to ensure that a quality project can be delivered;
   a. The design-build method may be used if the Town has professional and experienced personnel to select the builder and oversee the project. This may be met through the availability of personnel in the affected department, public services, and project management departments.

The project will rely on the availability of the Construction Project Manager, the Operations Manager and Chief of the Fire department, and the use of Public Services staff in the selection of the builder and monitoring of the project to ensure that the project remains within the constraints provided by the Board of Commissioners. Furthermore, key personnel from the mentioned departments will be on-site during construction and design to ensure the project meets the goals set forth in the RFQ.

4. The availability of qualified staff or outside consultants experienced in design-build to manage and oversee the project;
   a. The design-build method may be used if the Town has professional and experienced personnel who have researched, interviewed, or used the method exclusively. This may be met through the availability of personnel in the affected department, public services, and project management, as well as outside professional consultants available to be retained to perform construction management if needed.

Within staff there exists multiple members knowledgeable of the design-build process. In the Facilities, Fire, Purchasing, and Public Services Departments, there are multiple members of staff familiar with design, construction, and construction administration tasks to ensure that the Town’s interests are met during the project. If it becomes necessary, there are also professional consultants in Mooresville and the surrounding areas available to lead contractual and construction inquiries.
5. Good faith efforts to comply with historically underutilized business participation requirements (G.S. 143-128.2 and G.S. 143-128.4) and to recruit and select small business entities;

   a. The design-build method may be used if the Town is able to impose the same methods of contractual language put into formal building contracts in the design-builder contract.

   The project will have the same contractual language and M/WBE packet attached to the RFQ and selection documents that are required in any project over $300,000.00 which is a best-practice established by the Town of Mooresville

6. The criteria used by the municipality, including a cost-benefit analysis of using design-build in lieu of traditional construction bidding methods.

   a. The design-build method may be used, considering the following criteria:

      1. Is the project well defined with quantitative and qualitative attributes making design-build more appropriate?
         As stated in the above Criteria 1, the project is well defined through a schematic design, floor plan, and site plan already being complete.

      2. Is the project timeline well defined with an expected completion date affecting personnel and assets directly?
         As stated in the above Criteria 2, it is in the Fire Department’s and citizens best interest to complete the project as soon as possible in order to continue to best provide equitable services to the citizens of the Town.

      3. Is project funding and/or construction phasing beneficial to the project?
         Due to the nature of funding this project, it would be beneficial to phase the funding by beginning the contract for an initial pre-construction amount and then amending it when construction phases are possible.

      4. Is there a maximum budget that must be adhered to in order to make design and negotiations more flexible on scope as the project progresses?
         An appropriate budget and estimate have already been delivered by a 3rd party consultant to the Town. Through the design-build process, a maximum budget will be determined before design is complete and construction begins. It is in the best interest of the Town to operate on a budget instead of relying on potential “low” bids so that the entire project can be constrained by the budget provided by the Board of Commissioners.
5. Does the project have an ultimate operational goal that is more appropriate for the design-build method than design-bid-build?

*Public safety facilities are a niche market that experience the best possible operational results through specific design and construction. This method of project delivery provides the best possible opportunity for the Town to achieve an operationally sound facility.*
Criteria for Selection of Design-Build of Police Department

Facilities and Construction Management

To enter into a design-build contract, the Town of Mooresville must follow specific procurement procedures set out in G.S. 143-128.1A. These procedures are outlined below.

To initiate the contracting process, the Town must establish written criteria for determining when design-build is appropriate for a project. The Statute requires a municipality to adopt the criteria for each project. The criteria must address at least the following six factors:

1. The municipality’s ability to adequately and thoroughly define the project requirements in the Request for Qualifications (RFQ);

   a. The design-build method may be used if it is determined that the project has professional personnel who are qualified to oversee the project and to thoroughly define the project requirements prior to the issuance of the RFQ for a design-builder. Qualifications for this must be met by the affected departments, facilities and construction management, and contracts and purchasing when creating the RFQ.

The Town hired an architectural consultant to perform a space needs evaluation for the Mooresville Police Department for the next 20 years. This study was supplemented with input from Facilities Management and end-users to create conceptual plans for this project. The evaluation and conceptual plans will serve as the basis for the prospective firms to design and build the Town’s proposed project. The Town has designated experienced staff to thoroughly define the project requirements and outline the project appropriately prior to the issuance of the RFQ and to assist during the execution of this project.
2. The time constraints for project delivery;

a. The design-build method may be used if a desired date is set for the project to begin and the complexity or scope of work lends itself to the method.

*The Project has a target completion date of 6/1/2021. It is in the best interest of the Town, Police Department, and its citizens, to complete the project as quickly and efficiently as possible. The existing Police facilities are undersized for even existing staff and located in a non-central location which is a detriment for call-response. Following design-build project delivery allows for the best possible project delivery time. Furthermore, Police departments require a great deal of integrated technology and specific design and building practices. The design-build method is ideal for achieving the best possible outcomes regarding these needs.*

3. The municipality’s ability to ensure that a quality project can be delivered;

a. The design-build method may be used if the Town has professional and experienced personnel to select the builder and oversee the project. This may be met through the availability of personnel in the affected department, public services, and project management departments.

*The Town has staff experienced in design, construction, and facility operation. Specific staff members from Police, Public Services, and Facilities and Project Management will be closely involved with design as well as maintaining a presence on-site during construction of the project.*

4. The availability of qualified staff or outside consultants experienced in design-build to manage and oversee the project;

a. The design-build method may be used if the Town has professional and experienced personnel who have researched, interviewed, or used the method extensively. This may be met through the availability of personnel in the affected department, public services, and project management, as well as outside consultants available to be retained to perform construction management should the need arise.

*In the Facilities, Police, Purchasing, and Public Services Departments, there are multiple members of staff familiar with design, construction, and construction administration to ensure that the Town’s interests are met in the project. These staff members will participate in the evaluation, selection, and management processes. If it becomes necessary, there are professional consultants in Mooresville and surrounding areas available to lead contractual and construction inquiries.*
5. Good faith efforts to comply with historically underutilized business participation requirements (G.S. 143-128.2 and G.S. 143-128.4) and to recruit and select small business entities;

   a. The design-build method may be used if the Town is able to impose the same methods of contractual language put into formal bidding of contracts in the design-builder contract. The project will have the same contractual language and M/WBE packet attached to the RFQ and selection documents that are required in any project over $300,000.00, which is a best-practice established by the Town of Mooresville.

6. The criteria used by the municipality, including a cost-benefit analysis of using design-build in lieu of traditional construction bidding methods.

   a. The design-build method may be used with considering the following criteria:

      1. Is the project well defined with quantitative and qualitative attributes making design-build more appropriate?  
         As defined in Criteria 1, the project is well defined by a space needs evaluation, conceptual drawings, and potential site plans.

      2. Is the project timeline well defined with a completion date affecting personnel and assets directly?  
         As defined in Criteria 2, the project anticipated timeline is defined and directly affects the level of service that the Police Department can deliver to all Mooresville citizens.

      3. Is project funding and/or construction phasing beneficial to the project?  
         Due to the large expenditure of this project, it is ideal to phase this project as funds become available and to begin construction appropriately.

      4. Is there a maximum budget that must be adhered to in order to make design and negotiations more flexible on scope as the project progresses?  
         An appropriate budget and estimate were delivered by an architectural consultant in the space needs evaluation. Through the design-build process, a maximum budget will be determined before design is complete and construction begins. It is in the best interest of the Town to operate on a budget instead of relying on potential “low” bids so that the entire project can be constrained by the budget provided by the Board of Commissioners, and the desired timely completion of the project can be accomplished.
5. Does the project have an ultimate operational goal that is more appropriate for the design-build method than design-bid-build?

The design and building of Police facilities is a highly specified field that integrates technology, communication, security, and access in a way that it is beneficial for the Town to pursue one entity to take the project from start to completion. This method of project delivery allows for an operational facility that is based on very detail-specific users’ needs.
To: The Honorable Mayor and Board of Commissioners  
From: Chris Younger, Mooresville- South Iredell Economic Development Corporation  
Subject: PUBLIC HEARING to consider an Economic Incentive Agreement for Project Spool.

Public Hearing to consider an Economic Incentive Agreement with Project Spool. The incentive agreement is based on an investment of $4,100,000 with an economic incentive of an estimated amount of $17,000 per year for 5 years for a total incentive of $85,000.

ACTION RECOMMENDED: Hold the Public Hearing  
Consider an Economic Incentive with Project Spool based on a minimum investment of $4,100,000 estimated to be in the amount of $17,500 per year for five (5) years for a maximum incentive not to exceed $85,000. The incentive grant will be prorated based on the actual amount invested.

ATTACHMENTS: None.

5 min – Staff Presentation  
3 min - Each Speaker
To: The Honorable Mayor and Board of Commissioners  
From: Rawls Howard, Director of Planning & Community Development  
Subject: PUBLIC HEARING to consider a CONDITIONAL USE PERMIT from Planning and Community Development on behalf of Brad Howard and JDHQ Land Holdings, LLC.

Public Hearing to consider a request for a CONDITIONAL USE PERMIT. The properties located on Alcove Road are further referenced by Iredell County Tax Map PIN #'s 4645-65-0419 and 4645-55-9147. The request is for a Conditional Use Permit to allow for additional stories in height. The applicant requested that the Board suspend the Rules of Procedure and act on the Public Hearing on April 15, 2019.

ACTION RECOMMENDED:  
Hold the Public Hearing  
Consider the Conditional Use Permit

ATTACHMENTS:  
Staff Report  
Finding of Facts  
CU Application  
Request from Applicant  
Map  
Land Use Map  
Site Plan

5 min – Staff Presentation  
3 min - Each Speaker
STAFF REPORT

Case#: CU-2019-01

Hearing Type:
☐ Zoning Establishment  ☐ Conventional Rezoning  ☐ Conditional Rezoning
☐ Text Amendment  ☐ Variance  ☒ CUP

Consideration Dates:

Public Hearing: April 1, 2019
Consideration of Approval: April 1, 2019

Notifications:

5 Notices Mailed to Adjacent Owners for Town Board*: March 18, 2019
Ad Publication Dates (for Public Hearing Only): March 20 & 27, 2019

*See attached mailing list. Per NC General Statutes, notifications are mailed only to adjacent property owners

Applicant(s): Brad Howard

Owner(s): JDHQ Land Holdings, LLC

GENERAL INFORMATION

Request: Conditional Use Permit request for additional height hotel allowance to 10 stories.

Conditions (if applicable): Existing zoning conditions from 2010 rezoning.

Location: Alcove Road

Parcel Number(s): 4645-65-0419 and 4645-55-9147

Tract Size: Approximately 8 acres

SITE DATA

☐ Not Applicable

Existing Use: Vacant land
### Adjacent Zoning

<table>
<thead>
<tr>
<th>North</th>
<th>RA</th>
<th>Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>East</td>
<td>PC-C</td>
<td>Corporate campus (across interstate)</td>
</tr>
<tr>
<td>West</td>
<td>YC</td>
<td>Multifamily project under construction</td>
</tr>
<tr>
<td>South</td>
<td>VC</td>
<td>Undeveloped Land</td>
</tr>
</tbody>
</table>

### Applicable Small Area Plan
- **Yes**
- **No**

Applicable Plan(s): Alcove Road Small Area Plan

### Applicable Overlay Zones
- **Yes**
- **No**

Applicable Overlay(s): Alcove Road Overlay

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### Zoning District Standards

<table>
<thead>
<tr>
<th>District Summary *</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Zoning District</strong> Designation:</td>
</tr>
<tr>
<td>Max. Density:</td>
</tr>
<tr>
<td><strong>Typical Uses</strong></td>
</tr>
</tbody>
</table>

*These regulations may not reflect all requirements for all situations; see the Town of Mooresville Zoning Ordinance for all applicable regulations for site requirements for this zoning district.*

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### Infrastructure and Service Impacts

- **Not Applicable**

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### Roadway Impacts:

#### Transportation Impact Analysis:
- **NOT REQUIRED PER POLICY**
- **COMPLETED**
- **MAY BE REQUIRED UPON PLAN SUBMISSION**

#### Summary of Mitigation Requirements (if applicable):
UTILITIES: CURRENT WATER AND SEWER AVAILABILITY

☐ The site is currently connected to and utilizing the water and sewer system.

WATER:  ☒ Not Available  ☑ Available

PROVIDER:
☒ Town Utilities
☐ Private
☐ Other

SIZE OF WATER LINE: 16 inch
LOCATION: Alcove Road

SEWER:  ☐ Not Available  ☑ Available

PROVIDER:
☒ Town Utilities
☐ Private
☐ Other

SIZE OF SEWER LINE:
LOCATION: Pump to existing line

Comments: N/A

ENVIRONMENTAL CONSIDERATIONS

☐ Presence of a FEMA Flood Hazard Zone
   Designated Flood Zone(s): N/A

☒ Located within a Watershed Area:
   ☑ W-II-BW  ☒ WS-IV-CA  ☐ WS-IV-PA

   Maximum Stream/Lake Buffer Required: 50 feet-Low impervious, 100 feet-high impervious
   Maximum Impervious Coverage: 50%

OTHER SITE CONSIDERATIONS

☒ None

☐ Will correct a split zoning on a parcel(s).
☐ Potentially could create a spot zoning.
☐ Located in a designated historic district.
Lot contains a historic structure or site

Classified as a Bona Fide Farm.

Cemetery known to be located on the parcel

**STAFF SUMMARY**

This property is approximately 8 acres and was part of a rezoning request for a project known as Langtree at the Lake. This project’s zoning was originally approved in December of 2006. The project consisted of locations in the northeast, northwest, and southwest quadrants of Exit 31. Among the conditions of that approval were:

- A 12 story, 250 room hotel was approved for the site in question in the northwest quadrant of Exit 31, also known as Tract A.
- A 5 story, 125 room hotel in the southwest quadrant of Exit 31, also known as Tract B.

The request was amended in 2008 to address mitigations and roadway improvements.

The request was further amended in February of 2010 to the conditions that are in place today.

Among the revised conditions that are applicable to the CU Request are:

- The 12-story hotel was moved from Tract A (northwest quadrant) to Tract B (southwest quadrant)
- The 5-story hotel was moved from Tract B (southwest quadrant) to Tract A (northwest quadrant)

The Conditional Use Permit that is being requested is to increase the height of the entitled 5 story, 125 room from 5 stories to 10 stories.

Case facts include:

- The request is not asking permission to build the hotel. The hotel use is entitled from the previous zoning action of the Town.
- The applicant is not asking for any additional rooms.
- The request is only for additional height from five to 10 stories.
- The property is in the Critical Area of the WS-IV Catawba-Lake Norman Watershed.
- The maximum impervious allowed is 50%.
- The property is along Alcove Road.
- There is an adjacent residential use and an apartment project that is currently under construction.
Employment Center Office – The Employment Center-Office is a regional employment center primarily for office uses. This area accommodates large corporate campuses, clusters of office condominiums or mid-size corporate offices with supporting commercial services. Hotels, conference centers, restaurants and long-term stay hotels could be located on the edges of the planning area. Multi-family residential uses may be located at the perimeter.
7. Financial Update.


9. Closed Session – G.S. 143-318.11
   
   A. Economic Development – G.S. 143-318.11(a)(4)
   
   B. Consult with Attorney – G.S. 143-318.11(a)(3)
   
   C. Personnel- G.S. 143-318.11(a)(6)

The Town of Mooresville wishes to make certain that all citizens have the opportunity to actively participate in their local government. If you have a disability and require accommodations to participate in a Board meeting, please contact the Town Clerk so that reasonable accommodations can be made.