

**MEETING OF THE BOARD OF COMMISSIONERS
TOWN OF MINT HILL, NORTH CAROLINA
MINT HILL TOWN HALL
4430 MINT HILL VILLAGE LANE
NOVEMBER 12, 2015
7:00 P.M.**

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. ADDITION, DELETION OR ARRANGEMENT OF AGENDA ITEMS
4. APPROVE MINUTES OF OCTOBER 8, 2015 REGULAR MEETING
5. CONSENT AGENDA: (A) ACCEPT GROVE HALL AVENUE (GROVE HALL SUBDIVISION) FOR MAINTENANCE; (B) ACCEPT SEPTEMBER TREASURER'S REPORT AND FINANCIALS; (C) ACCEPT SEPTEMBER TAX COLLECTOR'S REPORT; (D) APPROVE ARCHITECTURAL CONTRACT FOR THE BRIEF ROAD ATHLETIC FACILITY, AND AUTHORIZE MANAGER TO EXECUTE CONTRACT; (E) APPROVE DESIGN CONTRACT FOR THE BEAVER DAM CULVERT PROJECT, AND AUTHORIZE MANAGER TO EXECUTE CONTRACT; AND, (F) ACCEPT OCTOBER TAX COLLECTOR'S REPORT
6. PUBLIC COMMENTS**
7. WORLD PANCREATIC CANCER DAY PROCLAMATION
8. DISCUSSION AND DECISION ON #ZC15-7, FILED BY KEITH PARIS, REQUESTING CONDITIONAL ZONING APPROVAL TO ALLOW A PRIVATE STREET WITH ENTRY GATE ON VOLTE DRIVE IN THE CHEVAL SUBDIVISION
9. DISCUSSION AND DECISION ON #ZC15-8, FILED BY THE TOWN OF MINT HILL, REQUESTING A TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO COMPLY WITH THE S.L. 2015-86 REGARDING RESIDENTIAL DESIGN STANDARDS
10. APPOINTMENT OF THREE DIRECTORS TO THE ALLIANCE OF SOUTH CHARLOTTE COMMUNITIES BOARD OF DIRECTORS
11. OTHER BUSINESS/COUNCIL MATTERS
12. ADJOURNMENT

** IN ACCORDANCE WITH NORTH CAROLINA GENERAL STATUTES AND/OR LOCAL ORDINANCES, A PUBLIC HEARING IS REQUIRED/SCHEDULED ON THIS AGENDA ITEM. PUBLIC COMMENTS RELATED TO THIS ITEM HAVE BEEN OR WILL BE HEARD DURING THE SCHEDULED PUBLIC HEARING. TIME ALLOTTED EACH SPEAKER MAY BE LIMITED DUE TO LENGTH OF AGENDA. **UP TO ONE HOUR HAS BEEN RESERVED FOR COMMENTS FROM THE PUBLIC ON MATTERS OF GENERAL INTEREST, OR AGENDA ITEMS OTHER THAN THOSE FOR WHICH A PUBLIC HEARING IS REQUIRED AS NOTED ABOVE. INDIVIDUALS WISHING TO SPEAK UNDER "PUBLIC COMMENTS" MUST SIGN UP (ON THE SHEET PROVIDED IN THE LOBBY) PRIOR TO THE MEETING BEING CALLED TO ORDER. SPEAKERS WILL BE LIMITED TO TWO MINUTES PER PERSON, AND RECOGNIZED IN THE ORDER IN WHICH THEY SIGN UP.*

**MINUTES OF THE MEETING OF
THE BOARD OF COMMISSIONERS
TOWN OF MINT HILL, NORTH CAROLINA
OCTOBER 8, 2015**

The Board of Commissioners of the Town of Mint Hill met in regular session on Thursday, October 8, 2015 at 7:00 p.m. in the Mint Hill Town Hall.

ATTENDANCE

Mayor: Ted H. Biggers, Jr.
Commissioners: Lloyd Austin, Carl M. Ellington, Richard Newton and Katrina (Tina) W. Ross
Town Manager: Brian L. Welch
Deputy Town Manager: Lee Bailey
Planning Director: John Hoard
Fire Chief: David Leath
Police Chief: Tim Ledford
Town Clerk: Michelle Wells

CALL TO ORDER, INVOCATION AND PLEDGE

Mayor Biggers called the meeting to order, ruled a quorum present and the meeting duly constituted to carry on business. Following the invocation offered by Commissioner Austin, Mayor Biggers led the Pledge of Allegiance to the Flag of the United States of America.

ORDER OF BUSINESS

Addition, Deletion or Arrangement of Agenda Items: A *Resolution to Purchase Vehicles* was added to the Consent Agenda. *Bells Across America Proclamation* was added after the Life Saving Award Presentations.

Approval of Minutes from the September 10, 2015 Regular Meeting: Upon the motion of Commissioner Austin, seconded by Commissioner Ellington, the Board unanimously approved the minutes of September 10, 2015 Regular Meeting.

Consent Agenda: (A) Accept August Tax Collector's Report; (B) Accept August Treasurer's Report and Financials; (C) Accept Revision of November and December Meeting Schedule; and (D) Resolution to Purchase Vehicles: Commissioner Ross asked to pull the August Treasurer's Report and Financials.

Upon the motion of Commissioner Austin, seconded by Commissioner Ellington, the Board unanimously accepted the August Tax Collector's Report, the Revision of the November and December Meeting Schedule and the Resolution to Purchase Vehicles.

Commissioner Ross asked to discuss the August Treasurer's Report and Financials. She asked which group had already received a \$10,000 donation. Manager Welch said he believed it was

Pottery 51. She asked when the Town could begin distributing the donations. Manager Welch stated the groups could submit an invoice to Town Hall.

Upon the motion of Commissioner Ross, seconded by Commissioner Newton, the Board unanimously accepted the August Treasurer's Report and Financials.

Mayor Biggers welcomed Boy Scout Rylan Tepedino in attendance from Troop 144 of Blair Road United Methodist Church. Mr. Tepedino was working on his Citizenship Badge. He planned to obtain his Eagle Scout rank and pursue a career in radiology.

Public Hearing on #ZC15-7, Filed by Keith Paris, Requesting Conditional Zoning Approval to Allow a Private Street with Entry Gate on Volte Drive in the Cheval Subdivision: Planning Director Hoard noted the following in his memo to the Board:

The applicant is requesting Conditional District approval to allow a private street with entry gate on Volte Dr.

According to Section 6.1.2 Lot Design Standards public street frontage is required for each lot.

Conditional District rezoning is a legislative procedure under which the Board of Commissioners has the authority to increase, tighten, add, vary, modify or waive specific conditions or standards. In approving a petition for the rezoning of property to a Conditional District the Board of Commissioners may request reasonable and appropriate conditions.

Commissioner Ross asked about the median at the gate entrance. Mr. Keith Paris, applicant, stated the gate wouldn't be installed into after 50% of the houses on the street were built. Commissioner Newton asked if the gate would have a guard shack in the median. Mr. Paris said no, the median would be approximately one foot wide.

Chief Ledford and Fire Chief Leath had reviewed the revisions; they agreed the changes would work for Public Safety.

Commissioner Ross stated she was looking forward to the project as the development was beautiful.

There being no public comments, Mayor Biggers declared the public hearing on Petition #ZC15-7 closed.

Public Hearing on #ZC15-8, Filed by the Town Of Mint Hill, Requesting a Text Amendment to the Unified Development Ordinance to Comply with the S.L. 2015-86 Regarding Residential Design Standards: Planning Director Hoard noted the following in his memo to the Board:

Staff is requesting consideration of the attached text amendment.

The purpose of the amendment is to comply with the New Legislation (SL2015-86) by providing that the Existing Design-Dependent Provisions shall no longer be applied to any residential development in Mint Hill without the voluntary consent of the owner(s). The Permitted Residential Standards remain unchanged by the New Legislation and residential development is permitted pursuant to and in accordance with the Permitted Residential Standards.

Voluntary Residential Development - Conditional District.

Background; Statement of Purpose.

Senate Bill 2015- 86 (the “New Legislation”) amends N.C.G.S. 160-381 and provides that “Any zoning and development regulation ordinance relating to building design elements...may not be applied to [residential] structures subject to regulation under the North Carolina Residential Code for One and Two family dwellings.” The New Legislation expressly states that it “clarifies and restates the intent of existing law and applies to ordinances adopted before, on, and after the effective date.” The New Legislation does create some exceptions to the general prohibition of design regulation of residential structures including when the design standards are voluntarily consented to by the owners of the property.

The Town’s Unified Development Ordinance (UDO) includes several sections that include regulation of building design elements of residential structures as an integral and essential part thereof. These ordinances that include regulation of building design elements of residential structures as an integral and essential part thereof are:

- Section 7.12 Special Requirements for One-Family Dwellings with Zero Lot Line*
- Section 7.3.3. Special Requirements for Conservation Subdivisions.*
- Section 7.4 DO-A and DO-B Overlay Districts (Downtown Overlay Code)*
- [Insert conditional zoning approvals]*

(collectively the “Existing Design-Dependent Provisions”; each an “Existing Design-Dependent Provision”).

All of the Existing Design-Dependent Provisions were initially adopted and approved by the Town Board based on the understanding that it was legally permissible to regulate building design elements of residential structures. Moreover, those sections of the Existing Design-Dependent Provisions regulating building design elements are of such import that implementing the other sections of the Existing Design- Dependent Provisions without the building design elements would cause results not contemplated or desired by the Town when such ordinances were adopted and are not contemplated or desired by the Town now.

There are existing sections of the UDO that permit residential development that do not include regulation of building design elements of residential structures as an integral and essential part thereof (i.e. are not the Existing Design Dependent Provisions) and which accordingly are not affected by the New Legislation (the “Permitted Residential Standards”).

The purpose of this ordinance is to comply with the New Legislation by providing that the Existing Design-Dependent Provisions shall no longer be applied to any residential development in Mint Hill without the voluntary consent of the owner(s). The Permitted Residential Standards remain unchanged by the New Legislation and residential development is permitted pursuant to and in accordance with the Permitted Residential Standards.

A. Existing Design-Dependent Provisions No Longer Applicable to Residential Development Unless Voluntarily Consented to by the Owners; Permitted Residential Standards Remain Applicable. *All Existing Design-Dependent Provisions shall no longer be applied to any residential development without the voluntary consent of the owner(s). Owners that desire to voluntarily comply with Existing Design-Dependent Provisions and develop pursuant to and in accordance with the Existing Design-Development Provisions may do so as set forth herein. The Permitted Residential Standards remain applicable and Owners that do not desire to voluntarily comply with Existing Design-Dependent Provisions may develop pursuant to and in accordance with the Permitted Residential Standards.*

B. Development Previously Approved Pursuant to Existing Design-Dependent Provisions; Previous Voluntary Compliance; Vested to Continue in Accordance with the Applicable Existing Design-Dependent Provision.

i. Any completed residential structures developed pursuant to any of the Existing Design-Dependent Provisions shall be considered to be structures for which owners have voluntarily complied with the Existing Design-Dependent Provisions and accordingly shall be vested and allowed to continue in accordance with the applicable Existing Design-Dependent Provisions.

ii. Residential structures under construction in developments approved pursuant to an Existing Design-Dependent Provision shall also be considered to be structures for which owners have voluntarily complied with the Existing Design-Dependent Provisions and accordingly shall be vested and allowed to continue in accordance with the applicable Existing Design-Dependent Provisions.

iii. Proposed residential development for which there has been a Site Plan approval pursuant to an Existing Design-Dependent Provision shall also be considered to be development for which owners have voluntarily complied with the Existing Design-Dependent Provisions and accordingly shall be vested and allowed to continue in accordance with the applicable Existing Design-Dependent Provisions.

C. New Development; Simple Process to Confirm Voluntary Compliance. *For any new development, an owner may elect to voluntarily comply with an Existing Design-Dependent Provision. Any owner that desires to develop in accordance with an Existing*

Design-Dependent Provision and accordingly desires to voluntarily comply therewith, shall provide written statement to that effect to the Administrator confirming and then shall be permitted to develop pursuant to and in accordance with the applicable Existing Design Dependent Provisions. Any approved Site Plans shall include written confirmation of the same. Additionally, the conditional district zoning process remains available for owners that desire to voluntarily propose residential development plans not contemplated by the Permitted Residential Standards.

Attorney Bringewatt stated Session Law 2015-86 was approved and modifications to the Ordinance would be implemented by the text amendment.

Commissioner Ross expressed her disappointment with the newly approved Session Law 2015-86 as the design standards adopted by the Town of Mint Hill were good for the community.

There being no public comments, Mayor Biggers declared the public hearing on Petition #ZC15-8 closed.

Life Saving Award Presentations: Chief Ledford praised Corporal Michael Maness for his quick response to a cardiac arrest patient on Shea Lane. Upon arrival, Corporal Maness found Mr. Eric Bailey administering chest compressions to the victim. Corporal Maness retrieved the Automated External Defibrillator (AED) and took over chest compressions. Chief Ledford thanked Corporal Maness and Mr. Bailey for the quick response and providing medical treatment.

Chief Ledford praised Sergeant Billy Gilman and Officer Jacob Smith for removing an individual from a burning vehicle. Chief Ledford stated Sergeant Gilman and Officer Smith were dedicated to duty, self sacrifice and committed to “Protect and Serve.”

Chief Ledford praised Corporal Michael Maness and Officer Stephen Lang for the quick response to an infant suffering with a cardiac arrest. Chief Ledford stated the infant was found unresponsive and not breathing. The officers cleared an obstructed airway and began chest compressions to revive the baby. Chief Ledford thanked Corporal Maness and Officer Lang for their efforts that led to the survival of the baby.

Chief Ledford thanked the Mayor, Board of Commissioner and Manager Welch for their support of the Mint Hill Police Department. He appreciated the opportunity to recognize the officers.

Mayor Biggers thanked Chief Ledford and the officers. He stated he was very proud of the Mint Hill Police Department.

Bells Across America Proclamation: Upon the request of Mayor Biggers, Commissioner Ross read the following proclamation:

Whereas, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to

honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and,

Whereas, an average of 100 firefighters courageously make the ultimate sacrifice in the line of duty each year; and,

Whereas, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and,

Whereas, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community; and,

Whereas, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and,

Whereas, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

Therefore, I, Ted H. Biggers, Jr., Mayor of the Town of Mint Hill now call upon all citizens of Mint Hill and upon all patriotic, civic, and educational organizations to observe the day of October 4, 2015, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. I encourage appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens. I further call upon citizens of Mint Hill to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

Fire Chief David Leath and Mint Hill Volunteer Fire Department (MHVFD) Chairman Jerry Mullis thanked Mayor Biggers for reading the Proclamation on October 4th at the Fire Department Ceremony and placing it on the Board of Commissioners' agenda.

Chief Leath stated the Fire Department employees do a great job for the Town of Mint Hill and he was very proud of them.

Mayor Biggers presented the proclamation to Mint Hill Volunteer Fire Department Chairman Jerry Mullis.

Public Comments: Chairman Mullis, 7330 Happy Hollow Drive, Mint Hill, thanked the Mayor and Board for the support the Town provided. He stated the Emergency Medical Services began in 1975. Currently, the MHVFD provided service for over 30 square miles and 40,000 individuals. He expressed gratitude for the hiring of firefighters and EMS personnel. He

thanked Town Liaison, Tina Ross, for her support. He said the Town and the Fire Department made a good match.

Mayor Biggers expressed appreciation to Chairman Mullis and the MHVFD.

Discussion and Decision on #ZC15-4, Filed by Carillon Requesting a Conditional Zoning to Allow an Assisted Living Facility for Property Located at 5635 Margaret-Wallace Road, Tax Parcel Number 135-417-42: Planning Director Hoard noted the following in his memo to the Board:

The applicant is requesting Conditional District Zoning to allow an Assisted Living Facility. Please note the applicant indicated a reduced setback. The front portion of building is 13' from the r/w and the back corner of the building is 52' from the side property line. The supplementary use regulations call for a 100 ft. setback.

The Zoning Plan also indicates a left turn lane and sidewalk improvement.

Conditional District decisions shall be made in consideration of identified relevant adopted land use plan. Conditional District rezoning is a legislative procedure under which the Board of Commissioners has the authority to increase, tighten, add, vary, modify or waive specific conditions or standards. In approving a petition for the rezoning of property to a Conditional District the Board of Commissioners may request reasonable and appropriate conditions.

7.2.8 Supplementary Use Regulations for Nursing Homes, Rest Homes and Homes for the Aging.

A. The minimum site area for a facility having fifty (50) beds or less shall be three (3) acres. For each additional fifty (50) beds or fraction thereof, the minimum acreage requirement shall be increased by one acre.

B. The minimum building setback from any street shall be one hundred (100) feet. The area between the street property line, or the equivalent thereto, as provided in Section 6.1.4 (Measurement of Building and Setback Lines), and the building setback line shall be landscaped. Off-street parking and loading shall be prohibited in this area.

C. The minimum side yard shall be fifty (50) feet.

D. The minimum rear yard shall be fifty (50) feet.

E. Whenever such land abuts property used for residential or institutional uses not in the same ownership or a part of the subject site, the minimum side and rear yards shall be one hundred (100) feet.

F. The heights of any building shall be limited to the height permitted in the respective districts.

G. Off-street parking and loading shall be provided as required by this Ordinance in [Article 6, Section 6.3](#)

(Off-Street Parking and Loading). Screening shall be provided for parking and loading areas as required by this Ordinance in Section 6.4.2 (Screening and Landscaping).

H. Outdoor recreation areas shall be provided for the use of the residents of the facility, equal in amount to not less than twenty (20) percent of the total site area. No portion of the

off-street parking or loading areas or no portion of the front yard area shall qualify as part of the recreation area

The Planning Board had given a favorable recommendation on September 21, 2015.

Commissioner Ross asked about the side set back and distance from the right-of-way. Mr. Hoard stated the front portion would be 13' from the right-of-way and the back corner would be 52' from the side property line.

Upon the motion of Commissioner Ellington, seconded by Commissioner Ross, the Board unanimously approved #ZC15-4.

Discussion and Decision on #ZC15-5, Filed by Mecklenburg County Requesting Conditional Zoning to Allow a Nature Center/ Education Building for Property Located on Thompson Road, Tax Parcel Numbers 195-141-02, 195-141-01, 195-231-06, 195-231-07, 195-241-01, 195-171-56: Planning Director Hoard noted the following in his memo to the Board:

Mecklenburg County was requesting Conditional District Rezoning to allow development of the nature preserve and associated support services and accessory use.

The Zoning Plan included a 12,000 square foot nature center, a maintenance building and an area identified as future expansion. According to the Conditional Notes and Development Standards, the proposed uses allowed on the subject property will be limited to those associated with a nature preserve which may include uses such as hiking trails, pedestrian bridge over Steven's Creek, picnic areas, outdoor learning stations and low impact outdoor recreation.

Conditional District decisions shall be made in consideration of identified relevant adopted land use plan. Conditional District rezoning was a legislative procedure under which the Board of Commissioners has the authority to increase, tighten, add, vary, modify or waive specific conditions or standards. In approving a petition for the rezoning of property to a Conditional District the Board of Commissioners may request reasonable and appropriate conditions.

The proposed development is inconsistent with the Small Area Plan with respect to the planned connection from Country Woods to Thompson Road. The nature preserve expansion was not contemplated during the Small Area Plan process. Staff and the Planning Board offered a favorable recommendation.

Commissioner Ross asked what the "disconnection from Lawyers Road" meant in regard to the Small Area Plan. Mr. Hoard said Small Area Plan had called for an alternate connection to Countrywood Subdivision from Thompson Road and the subsequent closure of the entrance on Lawyers Road. However, if #ZC15-5 was approved that would be a moot point as there would be no Thompson Road connection for the subdivision.

Upon the motion of Commissioner Ross, seconded by Commissioner Ellington, the Board unanimously approved #ZC15-5.

Discussion and Decision on #ZC15-6, Filed by Joshua Carl to Allow a Text Amendment to Section 5.2 Table of Principal Permitted Uses: Planning Director Hoard noted the following in his memo to the Board:

The purpose of the text amendment is to permit Brewery Tap Room in the B-D district. New construction in the B-D for a Brewery Tap Room would require a CD rezoning.

BREWERY TAP ROOM- A separated area of the brewery maintained predominately for the purpose of tasting, selling and consumption of the alcohol beverages manufactured on the premises or at a production facility of a related entity, including the sale of take home containers such as kegs, growlers, bottles and cans as may be allowed under Federal and State law. May provide entertainment.

TEXT AMENDMENT

Brewery Tap Room (Add CD under Distributive Business District

			R	O-A	B-D	B-G	B-P	I-G	I	DO-A	DO-B
	RETAIL SALES AND SERVICE	Brewery Tap Room			CD			BR			

Commissioner Ross asked what percent, of the total sales, would come from the purchase of their product. The vast majority of the product would be the beer they brewed, according to the applicants Jake Reynolds and Joshua Carl. On occasion, breweries may share beer but predominately the beer sold would be what they brewed. After several questions regarding the text amendment verbiage, Attorney Bringewatt clarified stating the word “predominately” would indicate more than 50%. Commissioner Ross asked if the Town could add a percentage to the definition because she was concerned that product could be made outside of the Town limits and then sold in Mint Hill. Commissioners Newton and Austin agreed that the word “predominately” would indicate more than 50%, therefore no percentage was necessary. The applicants said their business had outgrown the current Mint Hill location and that was why they had chosen another location in Town. Commissioner Ross stated she was concerned because Text Amendments applied to everyone not just one particular business. Additional discussion included the agencies that would potentially monitor the percentages and the effectiveness of using the word “predominately” over a stated percentage.

Upon the motion of Commissioner Austin, seconded by Commissioner Ellington, the Board approved #ZC15-6 by a 4-1 vote. Commissioner Ross voted in opposition.

Other Business/Council Matters: Commissioner Newton attended the Mint Hill Chamber of Commerce meeting at Jimmie’s. He stated Mayor Biggers had done an excellent presentation on the Town. He stated Vinter’s Hill was advertising Food Truck Thursday and they seemed to be doing very well with their new business.

Commissioner Ellington attended the Planning Board meeting, the Mint Hill Animal Hospital Ribbon Cutting to celebrate their expansion and the Vinter's Hill Ribbon Cutting. He also said the Mayor had done a great job speaking at the Chamber of Commerce meeting.

Commissioner Ross stated the Power Point presented by the Mayor at the Chamber meeting was very good. She suggested adding additional business data and placing it under the Economic Development portion of the Town website. She said the Mint Hill Lion's Club – VIP Day was very well planned and organized. She attended the Vinter's Hill and Mint Hill Animal Hospital Ribbon Cuttings. She attended an event at Spotlight Performing Arts in Mint Hill. She encouraged those interested in serving on the Arts and Science advisory board to contact her to receive more information. She enjoyed the Coffee with a Cop at Nova's Bakery; the next Coffee with a Cop would be held on November 3rd at 9 a.m. at McDonalds. The Mint Hill Volunteer Fire Department (MHVFD) had 348 calls for service in August (121 fire calls and 227 EMS calls) and 400 for September (110 Fire calls and 290 EMS calls) with a year-to-date total of 3090 calls for service. The MHVFD had one new application for membership. The "Fill the Boot" campaign would be held October 17th at Lawyers and Matthews-Mint Hill Roads from 9 a.m.-1 p.m. She planned to attend the North Carolina League of Municipalities meeting October 11-14, 2015 in Winston-Salem. She invited everyone to attend the Gala Event at the Cheval Holiday House which would benefit Big Brothers and Big Sisters charity.

Commissioner Austin attended the very successful Mint Hill Lion's Club VIP Day, the Chamber of Commerce meeting, the Alliance of South Charlotte Communities meeting and the Vinter's Hill Ribbon Cutting.

Chief Ledford encouraged participation in the Shred Event on October 10th from 9-12 at Town Hall (there was a 4 box maximum). Chief Ledford stated Matt Godwin had been hired by the Police Department. Officer Godwin was working toward earning his canine certificate. He had a canine that he would lease to the Town for \$1 per year and had solicited free vet care, food along with a K9 kennel and equipment. Mayor Biggers offered to pay the \$1 annual lease for the new Police Department canine. Chief Ledford stated the two current canines were doing an awesome job.

Mayor Biggers stated the October 4th Fallen Firefighters Ceremony had been very moving and he was honored to be a part of it. He asked for prayers for the individuals affected by the flooding in South Carolina. He encouraged residents to donate water and stated if anyone needed help with donations or relief efforts to contact him.

Closed Session for Approval of September 10, 2015 Minutes: Upon the motion of Commissioner Ellington, seconded by Commissioner Ross, the Board unanimously voted to move into Closed Session for approval of Closed Session Minutes from September 10, 2015.

Mayor Biggers stated no announcement was expected after Closed Session.

The Board returned to Open Session at 8:02

Adjournment: Upon the motion of Commissioner Ross, seconded by Commissioner Newton, the Board unanimously agreed that the meeting be adjourned. Mayor Biggers adjourned the meeting at 8:02 p.m.

Michelle Wells, CMC, Town Clerk



MEMO

TO: Board of Commissioners
FROM: Steve Frey
Town Engineer
RE: Acceptance of Streets
DATE: October 5, 2015

Please consider accepting the streets in the Grove Hall Subdivision. These streets have been inspected and meet Town standards.

<u>Street Name</u>
Grove Hall Avenue

It is my recommendation that these streets be taken over by the Town for maintenance.

TOWN OF MINT HILL - TREASURER'S REPORT

GENERAL FUND (10):

	July-15	August-15	September-15
<i>CHECKING ACCOUNT - FIRST CITIZENS</i>			
Balance - Month Beginning	\$852,417.86	\$602,936.93	\$265,868.67
Receipts	\$900,000.00	\$470,916.06	\$600,679.83
Disbursements	\$1,149,480.93	\$807,984.32	\$596,072.04
Balance - Month End	\$602,936.93	\$265,868.67	\$270,476.46
<i>SAVINGS ACCOUNT - BB&T</i>			
Balance - Month Beginning	\$31,280.61	\$51,337.80	\$50,818.69
Receipts	\$25,244.99	\$450.43	\$0.38
Disbursements	\$5,187.80	\$969.54	\$5,444.62
Balance - Month End	\$51,337.80	\$50,818.69	\$45,374.45
<i>CHECKING ACCOUNT - FIRST CITIZENS (Alarm Tracking)</i>			
Balance - Month Beginning	\$44,239.27	\$44,939.27	\$44,939.27
Receipts	\$700.00	\$0.00	\$0.00
Disbursements	\$0.00	\$0.00	\$0.00
Balance - Month End	\$44,939.27	\$44,939.27	\$44,939.27
<i>SAVINGS ACCOUNT - NCCMT</i>			
Balance - Month Beginning	\$276,552.45	\$48,961.73	\$138,036.69
Receipts	\$211,208.11	\$227,650.53	\$923,802.80
Disbursements	\$438,798.83	\$138,575.57	\$38,612.17
Balance - Month End	\$48,961.73	\$138,036.69	\$1,023,227.32
<i>SAVINGS ACCOUNT - YADKIN</i>			
Balance - Month Beginning	\$359,994.95	\$360,025.53	\$160,046.24
Receipts	\$30.58	\$20.71	\$13.16
Disbursements	\$0.00	\$200,000.00	\$0.00
Balance - Month End	\$360,025.53	\$160,046.24	\$160,059.40
<i>CHECKING ACCOUNT - Bank of America (Police Fundraiser)</i>			
Balance - Month Beginning	\$11,420.95	\$11,328.15	\$13,722.40
Receipts	\$335.10	\$3,450.11	\$2,350.10
Disbursements	\$427.90	\$1,055.86	\$4,748.82
Balance - Month End	\$11,328.15	\$13,722.40	\$11,323.68
<i>CHECKING ACCOUNT - FIRST CITIZENS (FSA)</i>			
Balance - Month Beginning	\$34,441.89	\$26,826.20	\$20,375.44
Receipts	\$0.00	\$0.00	\$0.00
Disbursements	\$7,615.69	\$6,450.76	\$2,403.30
Balance - Month End	\$26,826.20	\$20,375.44	\$17,972.14

GENERAL FUND (10), Continued:

	July-15	August-15	September-15
SAVINGS ACCOUNT- FIRST CITIZENS (Money Market)			
Balance - Month Beginning	\$1,899,062.05	\$1,335,311.75	\$1,083,583.85
Receipts	\$23,982.43	\$16,442.44	\$145,374.16
Disbursements	\$587,732.73	\$268,170.34	\$687,368.52
Balance - Month End	\$1,335,311.75	\$1,083,583.85	\$541,589.49
CHEKCKING ACCOUNT- FIRST CITIZENS (Police Seized Funds)			
Balance - Month Beginning	\$14,578.98	\$14,578.98	\$10,668.98
Receipts	\$0.00	\$112.00	\$0.00
Disbursements	\$0.00	\$4,022.00	\$0.00
Balance - Month End	\$14,578.98	\$10,668.98	\$10,668.98
CHECKING ACCOUNT - FIRST CITIZENS (Federal Asset Forfeiture)			
Balance - Month Beginning	\$27,110.78	\$27,110.78	\$36,413.91
Receipts	\$0.00	\$9,303.13	\$6,416.89
Disbursements	\$0.00	\$0.00	\$0.00
Balance - Month End	\$27,110.78	\$36,413.91	\$42,830.80
CHECKING ACCOUNT - FIRST CITIZENS (NC Asset Forfeiture)			
Balance - Month Beginning	\$4,034.24	\$10,122.24	\$10,122.24
Receipts	\$6,088.00	\$0.00	\$250.06
Disbursements	\$0.00	\$0.00	\$0.00
Balance - Month End	\$10,122.24	\$10,122.24	\$10,372.30
PETTY CASH - Balance (on Hand) @ Month-End	\$100.00	\$100.00	\$100.00
TOTAL GENERAL FUND	\$2,533,579.36	\$1,834,696.38	\$2,178,934.29

POWELL BILL FUND (20):

	July-15	August-15	September-15
CHECKING ACCOUNT - FIRST CITIZENS			
Balance - Month Beginning	-\$6,232.63	-\$8,035.12	\$31,693.58
Receipts	\$50,000.00	\$50,000.00	\$0.00
Disbursements	\$51,802.49	\$10,271.30	\$8,802.86
Balance - Month End	-\$8,035.12	\$31,693.58	\$22,890.72
SAVING ACCOUNT - NCCMT			
Balance - Month Beginning	\$128,838.80	\$78,843.60	\$28,846.59
Receipts	\$4.80	\$2.99	\$345,975.48
Disbursements	\$50,000.00	\$50,000.00	\$0.00
Balance - Month End	\$78,843.60	\$28,846.59	\$374,822.07
SAVING ACCOUNT - YADKIN			
Balance - Month Beginning	\$80,768.44	\$80,775.30	\$80,782.16
Receipts	\$6.86	\$6.86	\$6.64
Disbursements	\$0.00	\$0.00	\$0.00
Balance - Month End	\$80,775.30	\$80,782.16	\$80,788.80
PETTY CASH - Balance (on Hand) @ Month-End	\$30.00	\$30.00	\$30.00
TOTAL POWELL BILL FUND	\$151,613.78	\$141,352.33	\$478,531.59

STORM WATER FUND (25):

	July-15	August-15	September-15
CHECKING ACCOUNT - FIRST CITIZENS			
Balance - Month Beginning	-\$2,387.00	\$6,797.00	\$1,412.99
Receipts	\$10,000.00	\$0.00	\$40,000.00
Disbursements	\$816.00	\$5,384.01	\$35,624.33
Balance - Month End	\$6,797.00	\$1,412.99	\$5,788.66
SAVINGS ACCOUNT - NCCMT			
Balance - Month Beginning	\$288,953.37	\$310,784.15	\$335,317.07
Receipts	\$21,830.78	\$24,532.92	\$42,724.09
Disbursements	\$0.00	\$0.00	\$50,000.00
Balance - Month End	\$310,784.15	\$335,317.07	\$328,041.16
SAVINGS ACCOUNT - YADKIN			
Balance - Month Beginning	\$48,370.05	\$38,373.75	\$38,377.01
Receipts	\$3.70	\$3.26	\$50,002.20
Disbursements	\$10,000.00	\$0.00	\$40,000.00
Balance - Month End	\$38,373.75	\$38,377.01	\$48,379.21
TOTAL STORM WATER FUND	\$355,954.90	\$375,107.07	\$382,209.03

INFRASTRUCTURE FUND (50):

	July-15	August-15	September-15
SAVINGS ACCOUNT- FIRST CITIZENS			
Balance - Month Beginning	\$21,491.90	\$21,491.90	\$21,491.90
Receipts	\$0.00	\$0.00	\$0.00
Disbursements	\$0.00	\$0.00	\$0.00
Balance - Month End	\$21,491.90	\$21,491.90	\$21,491.90
TOTAL INFRASTRUCURE FUND	\$21,491.90	\$21,491.90	\$21,491.90

TOURISM FUND (60):

	July-15	August-15	September-15
CHECKING ACCOUNT - FIRST CITIZENS			
Balance - Month Beginning	\$268,459.09	\$270,959.09	\$262,859.09
Receipts	\$2,500.00	\$2,500.00	\$205.00
Disbursements	\$0.00	\$10,600.00	\$7,658.00
Balance - Month End	\$270,959.09	\$262,859.09	\$255,406.09
TOTAL TOURISM FUND	\$270,959.09	\$262,859.09	\$255,406.09

CERTIFICATES OF DEPOSIT (Earning 1.85%):

	July-15	August-15	September-15
CD - GENERAL FUND	\$506,950.44	\$506,950.44	\$506,950.44
CD - STORMWATER FUND	\$506,950.44	\$506,950.44	\$506,950.44
CD - STORMWATER FUND	\$506,950.44	\$506,950.44	\$506,950.44
Balance - Month End	\$1,520,851.32	\$1,520,851.32	\$1,520,851.32

SUMMARY CASH - ALL FUNDS:

	July-15	August-15	September-15
TOTAL GENERAL FUND (w/ Petty Cash)	\$3,040,529.80	\$2,341,646.82	\$2,685,884.73
TOTAL POWELL BILL FUND (w/ Petty Cash)	\$151,613.78	\$141,352.33	\$478,531.59
TOTAL STORM WATER FUND	\$1,369,855.78	\$1,389,007.95	\$1,396,109.91
TOTAL INFRASTRUCTURE FUND	\$21,491.90	\$21,491.90	\$21,491.90
TOTAL TOURISM FUND	\$270,959.09	\$262,859.09	\$255,406.09
TOTAL CASH (ALL FUNDS)	\$4,854,450.35	\$4,156,358.09	\$4,837,424.22

TOWN OF MINT HILL
REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10 GENERAL FUND					
REVENUE:					
1000 ADMINISTRATIVE					
10-1000-3100 AD VALOREM TAXES - LEVY	5,600,000.00	209,369.21	209,369.21	5,390,630.79	4
10-1000-3101 AD VALOREM TAXES - PRIOR YEAR	40,000.00	19,047.81	19,047.81	20,952.19	48
10-1000-3102 AUTO FEE	180,000.00	53,954.47	53,954.47	126,045.53	30
10-1000-3103 AD VALOREM TAXES - INTEREST	25,000.00	2,054.53	2,054.53	22,945.47	8
10-1000-3110 MOTOR VEHICLE TAX	535,000.00	156,817.99	156,817.99	378,182.01	29
10-1000-3220 TAXES - SOLID WASTE DISPOSAL	14,500.00	3,671.13	3,671.13	10,828.87	25
10-1000-3225 VEHICLE RENTAL	4,000.00	2,123.84	2,123.84	1,876.16	53
10-1000-3250 OTHER TAXES - ABC	65,000.00	20,144.00	20,144.00	44,856.00	31
10-1000-3322 BEER & WINE TAX	100,000.00	0.00	0.00	100,000.00	0
10-1000-3324 UTILITY FRANCHISE TAX	980,000.00	478,942.73	478,942.73	501,057.27	49
10-1000-3325 SALES & USE TAX REFUND	1,450,000.00	407,239.50	407,239.50	1,042,760.50	28
10-1000-3800 OTHER FINANCING SOURCES	150,000.00	0.00	0.00	150,000.00	0
10-1000-3830 TRANSFERS FROM OTHER FUNDS	32,533.00	0.00	0.00	32,533.00	0
10-1000-3831 EARNINGS ON INVESTMENTS	5,000.00	124.29	124.29	4,875.71	2
10-1000-3834 ASSEMBLY ROOM DEPOSITS	0.00	290.00	290.00	-290.00	0
10-1000-3838 PARK USER FEES	0.00	8,434.50	8,434.50	-8,434.50	0
10-1000-3839 OTHER MISCELLANEOUS REVENUE	45,000.00	62,421.06	62,421.06	-17,421.06	139
10-1000-3841 ZONING APPLICATION FEES	15,000.00	4,925.00	4,925.00	10,075.00	33
10-1000-3844 SEWER BONDS (CMUD)	376,919.00	0.00	0.00	376,919.00	0
10-1000-3845 WATER BONDS (CMUD)	150,456.00	0.00	0.00	150,456.00	0
10-1000-3850 APPROPRIATED FUND BALANCE	680,106.00	0.00	0.00	680,106.00	0
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1000 ADMINISTRATIVE	10,448,514.00	1,429,560.06	1,429,560.06	9,018,953.94	14
3000 FIRE					
10-3000-3839 OTHER MISCELLANEOUS REVENUE	680,724.00	102,255.20	102,255.20	578,468.80	15
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3000 FIRE	680,724.00	102,255.20	102,255.20	578,468.80	15
5000 POLICE					
10-5000-3825 POLICE SEIZED FUNDS	0.00	-3,910.00	-3,910.00	3,910.00	0
10-5000-3833 FEES, CONTRIBUTIONS & GENERAL	0.00	8,632.66	8,632.66	-8,632.66	0
10-5000-3840 PUBLIC SAFETY - GRANTS	0.00	6,810.10	6,810.10	-6,810.10	0
10-5000-3843 CMS / SRO REVENUE	105,000.00	0.00	0.00	105,000.00	0
10-5000-3846 STATE FORFEITURE REVENUE	0.00	6,088.00	6,088.00	-6,088.00	0
10-5000-3847 FEDERAL FORFEITURE REVENUE	1,000.00	6,416.89	6,416.89	-5,416.89	642
10-5000-3848 FUNDRAISER REVENUE	0.00	-97.58	-97.58	97.58	0
10-5000-3849 POLICE ALARM REVENUE	0.00	1,050.00	1,050.00	-1,050.00	0
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5000 POLICE	106,000.00	24,990.07	24,990.07	81,009.93	24
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TOTAL REVENUE	11,235,238.00	1,556,805.33	1,556,805.33	9,678,432.67	14
EXPENDITURE:					
0100 GOVERNING BODY					
10-0100-4121 SALARIES - FT	30,000.00	8,077.02	8,077.02	21,922.98	27
10-0100-4181 FICA	2,295.00	617.89	617.89	1,677.11	27
10-0100-4313 ALLOWANCES - TECHNOLOGY	6,000.00	1,500.00	1,500.00	4,500.00	25

TOWN OF MINT HILL

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
0100 GOVERNING BODY	38,295.00	10,194.91	10,194.91	28,100.09	27
1000 ADMINISTRATIVE					
10-1000-4121 SALARIES - FT	675,000.00	174,822.49	174,822.49	500,177.51	26
10-1000-4126 SALARIES - PT	18,000.00	4,271.25	4,271.25	13,728.75	24
10-1000-4181 FICA	53,015.00	13,054.77	13,054.77	39,960.23	25
10-1000-4182 NC RETIREMENT	47,723.00	11,758.89	11,758.89	35,964.11	25
10-1000-4183 HOSPITAL INSURANCE	90,000.00	19,490.97	19,490.97	70,509.03	22
10-1000-4189 401(K) CONTRIBUTION	33,750.00	7,370.32	7,370.32	26,379.68	22
10-1000-4265 BANK SVC CHARGE	5,000.00	1,480.21	1,480.21	3,519.79	30
10-1000-4391 ADVERTISING	2,500.00	0.00	0.00	2,500.00	0
10-1000-4399 OTHER SERVICES/STUDIES	10,000.00	0.00	0.00	10,000.00	0
1000 ADMINISTRATIVE	934,988.00	232,248.90	232,248.90	702,739.10	25
1500 ELECTIONS					
10-1500-4170 ELECTIONS	7,500.00	0.00	0.00	7,500.00	0
1500 ELECTIONS	7,500.00	0.00	0.00	7,500.00	0
3000 FIRE					
10-3000-4121 SALARIES - FT	1,075,000.00	263,836.16	263,836.16	811,163.84	25
10-3000-4181 FICA	82,238.00	18,707.57	18,707.57	63,530.43	23
10-3000-4182 NC RETIREMENT	76,003.00	17,737.18	17,737.18	58,265.82	23
10-3000-4183 HOSPITAL INSURANCE	169,920.00	39,787.31	39,787.31	130,132.69	23
10-3000-4189 401(K) CONTRIBUTION	53,750.00	11,028.29	11,028.29	42,721.71	21
10-3000-4212 UNIFORMS	30,000.00	3,230.72	3,230.72	26,769.28	11
10-3000-4300 PUBLIC SAFETY	10,000.00	314.69	314.69	9,685.31	3
10-3000-4311 TRAINING & MILEAGE	3,000.00	120.66	120.66	2,879.34	4
10-3000-4375 DONATION - VFD	523,000.00	210,904.01	210,904.01	312,095.99	40
10-3000-4520 COMPUTERS / TECHNOLOGY	1,000.00	0.00	0.00	1,000.00	0
3000 FIRE	2,023,911.00	565,666.59	565,666.59	1,458,244.41	28
3200 FIRE EMS					
10-3200-4121 SALARIES - FT	270,000.00	61,094.29	61,094.29	208,905.71	23
10-3200-4181 FICA	20,655.00	4,312.48	4,312.48	16,342.52	21
10-3200-4182 NC RETIREMENT	19,089.00	4,110.75	4,110.75	14,978.25	22
10-3200-4183 HOSPITAL INSURANCE	42,480.00	8,789.21	8,789.21	33,690.79	21
10-3200-4189 401(K) CONTRIBUTION	13,500.00	2,469.07	2,469.07	11,030.93	18
3200 FIRE EMS	365,724.00	80,775.80	80,775.80	284,948.20	22
3500 STREETS & HIGHWAYS					
10-3500-4121 SALARIES - FT	291,600.00	82,024.55	82,024.55	209,575.45	28
10-3500-4181 FICA	22,308.00	5,998.64	5,998.64	16,309.36	27
10-3500-4182 NC RETIREMENT	20,617.00	5,518.01	5,518.01	15,098.99	27
10-3500-4183 HOSPITAL INSURANCE	42,480.00	11,257.89	11,257.89	31,222.11	27
10-3500-4189 401(K) CONTRIBUTION	14,580.00	3,510.80	3,510.80	11,069.20	24
10-3500-4212 UNIFORMS	6,000.00	491.95	491.95	5,508.05	8
10-3500-4311 TRAINING & MILEAGE	8,000.00	426.27	426.27	7,573.73	5
10-3500-4332 STREET LIGHTING	105,000.00	10,445.79	10,445.79	94,554.21	10
10-3500-4370 STORMWATER UTILITIES	71,000.00	0.00	0.00	71,000.00	0
10-3500-4513 STREET NAME SIGNS	15,000.00	360.00	360.00	14,640.00	2

TOWN OF MINT HILL

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-3500-8580 GROUNDS MAINTENANCE	17,000.00	3,359.84	3,359.84	13,640.16	20
10-3500-8598 CAPITAL EXPENDITURES	90,000.00	379.05	379.05	89,620.95	0
10-3500-8599 CAP OUTLAY - SIDEWALKS	60,000.00	0.00	0.00	60,000.00	0
3500 STREETS & HIGHWAYS	763,585.00	123,772.79	123,772.79	639,812.21	16
4000 SOLID WASTE					
10-4000-4394 GARBAGE/RUBBISH - CONT SVC	1,770,000.00	437,614.00	437,614.00	1,332,386.00	25
10-4000-4441 LANDFILL FEES	270,000.00	71,014.42	71,014.42	198,985.58	26
4000 SOLID WASTE	2,040,000.00	508,628.42	508,628.42	1,531,371.58	25
5000 POLICE					
10-5000-4121 SALARIES - FT	1,750,000.00	428,436.22	428,436.22	1,321,563.78	24
10-5000-4126 SALARIES - PT	0.00	1,392.00	1,392.00	-1,392.00	0
10-5000-4131 EMERGENCY SEPARATION/VAC	10,000.00	0.00	0.00	10,000.00	0
10-5000-4181 FICA	133,875.00	32,066.96	32,066.96	101,808.04	24
10-5000-4182 NC RETIREMENT	129,675.00	30,728.93	30,728.93	98,946.07	24
10-5000-4183 HOSPITAL INSURANCE	269,040.00	59,637.65	59,637.65	209,402.35	22
10-5000-4185 ESC - UNEMPLOYMENT	15,000.00	0.00	0.00	15,000.00	0
10-5000-4186 WORKER'S COMPENSATION	50,000.00	71,340.18	71,340.18	-21,340.18	143
10-5000-4189 401(K) CONTRIBUTION	87,500.00	18,353.45	18,353.45	69,146.55	21
10-5000-4192 PROF SVCS - LEGAL	7,500.00	3,750.00	3,750.00	3,750.00	50
10-5000-4196 PROF SVCS - MISCELLANEOUS	3,500.00	299.00	299.00	3,201.00	9
10-5000-4197 PROF SVCS - PHYSICALS/DRUG	3,500.00	98.00	98.00	3,402.00	3
10-5000-4198 PROF SVCS - PSYCTEST	3,500.00	0.00	0.00	3,500.00	0
10-5000-4199 PROF SVCS - DCI	7,000.00	2,604.00	2,604.00	4,396.00	37
10-5000-4200 COMM/RADIO	5,000.00	0.00	0.00	5,000.00	0
10-5000-4212 UNIFORMS	30,000.00	1,423.24	1,423.24	28,576.76	5
10-5000-4213 DUTY SUPPLIES & EQUIPMENT	40,000.00	3,885.50	3,885.50	36,114.50	10
10-5000-4250 INSURANCE & BONDS	32,000.00	24,745.89	24,745.89	7,254.11	77
10-5000-4251 FUEL	125,000.00	12,552.13	12,552.13	112,447.87	10
10-5000-4252 TIRES	9,000.00	2,210.05	2,210.05	6,789.95	25
10-5000-4253 AUTO SUPPLIES	3,500.00	1,104.82	1,104.82	2,395.18	32
10-5000-4260 SUPPLIES & MATERIALS	25,000.00	7,355.68	7,355.68	17,644.32	29
10-5000-4270 GRANT MATCHING FUNDS	5,000.00	0.00	0.00	5,000.00	0
10-5000-4311 TRAINING & MILEAGE	15,000.00	2,161.79	2,161.79	12,838.21	14
10-5000-4321 TELEPHONE	23,000.00	2,483.31	2,483.31	20,516.69	11
10-5000-4325 POSTAGE	5,000.00	1,031.26	1,031.26	3,968.74	21
10-5000-4330 UTILITIES	20,000.00	4,000.49	4,000.49	15,999.51	20
10-5000-4341 PRINTING	5,000.00	184.00	184.00	4,816.00	4
10-5000-4344 CLEANING/HOUSEKEEPING	5,000.00	1,260.00	1,260.00	3,740.00	25
10-5000-4350 REPAIRS& MAINT - CONTRACTUAL	110,000.00	56,031.52	56,031.52	53,968.48	51
10-5000-4352 REPAIRS & MAINT - EQUIPMENT	15,000.00	2,091.44	2,091.44	12,908.56	14
10-5000-4353 REPAIRS & MAINT- AUTO	65,000.00	10,283.01	10,283.01	54,716.99	16
10-5000-4391 ADVERTISING	1,000.00	354.71	354.71	645.29	35
10-5000-4398 DISPATCHING	117,000.00	114,490.00	114,490.00	2,510.00	98
10-5000-4452 AUTO INSURANCE	32,000.00	25,826.27	25,826.27	6,173.73	81
10-5000-4491 DUES & SUBSCRIPTIONS	2,000.00	35.00	35.00	1,965.00	2
10-5000-4520 COMPUTERS / TECHNOLOGY	65,000.00	19,639.00	19,639.00	45,361.00	30

TOWN OF MINT HILL

REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-5000-4540 VEHICLES	150,000.00	0.00	0.00	150,000.00	0
10-5000-4550 K-9 PROGRAM	5,500.00	507.75	507.75	4,992.25	9
10-5000-5030 INVESTIGATIONS	15,000.00	253.91	253.91	14,746.09	2
10-5000-5060 DRUG FORFEITURE USAGE	1,000.00	0.00	0.00	1,000.00	0
10-5000-5070 MHPD - TASER	4,000.00	0.00	0.00	4,000.00	0
10-5000-9830 DEBT RETIREMENT (POLICE)	53,000.00	0.00	0.00	53,000.00	0
5000 POLICE	3,453,090.00	942,617.16	942,617.16	2,510,472.84	27
6000 PARKS					
10-6000-4126 SALARIES - PT	56,000.00	15,731.00	15,731.00	40,269.00	28
10-6000-4181 FICA	4,284.00	1,175.86	1,175.86	3,108.14	27
10-6000-4223 STORMWATER UTILITIES	7,100.00	903.54	903.54	6,196.46	13
10-6000-4240 REPAIRS & MAINT - SUPPLIES	1,600.00	59.99	59.99	1,540.01	4
10-6000-4260 SUPPLIES & MATERIALS	7,000.00	354.90	354.90	6,645.10	5
10-6000-4330 UTILITIES	22,000.00	2,955.22	2,955.22	19,044.78	13
10-6000-4351 REPAIRS & MAINT - BUILDINGS	6,000.00	47.44	47.44	5,952.56	1
10-6000-4352 REPAIRS & MAINT - EQUIPMENT	10,000.00	5,803.65	5,803.65	4,196.35	58
10-6000-4355 REPAIRS & MAINT - GROUNDS	22,000.00	8,747.87	8,747.87	13,252.13	40
10-6000-4359 REPAIRS & MAINT - OTHER	500.00	0.00	0.00	500.00	0
10-6000-4393 MISC CONTRACTUAL SVCS	15,000.00	0.00	0.00	15,000.00	0
10-6000-8520 CAPITAL OUTLAY	55,000.00	0.00	0.00	55,000.00	0
6000 PARKS	206,484.00	35,779.47	35,779.47	170,704.53	17
7000 DEBT SERVICE					
10-7000-4511 DEBT SVC - PRINCIPAL (BACKHOE)	31,805.00	0.00	0.00	31,805.00	0
10-7000-4512 DEBT SVC - PRINCIPAL (FLEET)	32,809.00	32,808.90	32,808.90	0.10	100
10-7000-4515 DEBT SERVICE - PRINCIPAL (FLEET)	33,466.00	0.00	0.00	33,466.00	0
10-7000-4518 DEBT SVC - PRINCIPAL (WATER)	133,000.00	0.00	0.00	133,000.00	0
10-7000-4519 DEBT SVC - PRINCIPAL (SEWER)	292,000.00	0.00	0.00	292,000.00	0
10-7000-4521 DEBT SVC - INTEREST (BACKHOE)	728.00	0.00	0.00	728.00	0
10-7000-4522 DEBT SVC - INTEREST (FLEET)	1,052.00	1,051.62	1,051.62	0.38	100
10-7000-4525 DEBT SERVICE - INTEREST (FLEET)	426.00	0.00	0.00	426.00	0
10-7000-4528 DEBT SVC - INTEREST (WATER)	17,456.00	0.00	0.00	17,456.00	0
10-7000-4529 DEBT SVC - INTEREST (SEWER)	84,919.00	0.00	0.00	84,919.00	0
7000 DEBT SERVICE	627,661.00	33,860.52	33,860.52	593,800.48	5
7500 NON-DEPARTMENTAL					
10-7500-4190 CONTRACTED TAX BILLING SVC	23,000.00	0.00	0.00	23,000.00	0
10-7500-4191 PROFESSIONAL SVCS - ACCOUNTING	22,000.00	0.00	0.00	22,000.00	0
10-7500-4192 PROFESSIONAL SVCS - LEGAL	70,000.00	2,050.00	2,050.00	67,950.00	3
10-7500-4193 PROFESSIONAL SVCS - CODE	6,000.00	0.00	0.00	6,000.00	0
10-7500-4195 PROF SVCS - ANIMAL CONTROL	110,000.00	110,114.40	110,114.40	-114.40	100
10-7500-4223 STORMWATER UTILITIES	5,000.00	2,519.84	2,519.84	2,480.16	50
10-7500-4250 INSURANCE & BONDS	140,000.00	76,046.83	76,046.83	63,953.17	54
10-7500-4251 FUEL	4,000.00	0.00	0.00	4,000.00	0
10-7500-4260 SUPPLIES & MATERIALS	40,000.00	8,744.32	8,744.32	31,255.68	22
10-7500-4311 TRAINING & MILEAGE	32,000.00	2,763.54	2,763.54	29,236.46	9
10-7500-4312 ALLOWANCES - AUTO	6,000.00	1,200.00	1,200.00	4,800.00	20
10-7500-4321 TELEPHONE	24,000.00	5,188.93	5,188.93	18,811.07	22

TOWN OF MINT HILL
REVENUE & EXPENDITURE STATEMENT FOR 10 GENERAL FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10-7500-4325 POSTAGE	8,000.00	1,405.57	1,405.57	6,594.43	18
10-7500-4330 UTILITIES	34,000.00	5,841.93	5,841.93	28,158.07	17
10-7500-4342 NEWSLETTER PUBLICATION	5,000.00	0.00	0.00	5,000.00	0
10-7500-4350 REPAIRS & MAINT - COMPUTER	40,000.00	8,597.00	8,597.00	31,403.00	21
10-7500-4351 REPAIRS & MAINT - BUILDINGS	20,000.00	1,978.34	1,978.34	18,021.66	10
10-7500-4352 REPAIRS & MAINT - EQUIPMENT	3,000.00	24.70	24.70	2,975.30	1
10-7500-4371 DONATION - CHAMBER	8,000.00	0.00	0.00	8,000.00	0
10-7500-4373 DONATION - MHAA	65,000.00	0.00	0.00	65,000.00	0
10-7500-4374 DONATION - LEVINE CENTER	5,000.00	0.00	0.00	5,000.00	0
10-7500-4391 ADVERTISING	2,000.00	437.91	437.91	1,562.09	22
10-7500-4393 MISC CONTRACTUAL SVCS	60,000.00	19,092.09	19,092.09	40,907.91	32
10-7500-4491 DUES & SUBSCRIPTIONS	32,000.00	31,330.00	31,330.00	670.00	98
10-7500-4585 OFFICE EQUIPMENT	10,000.00	4,913.45	4,913.45	5,086.55	49
7500 NON-DEPARTMENTAL	<u>774,000.00</u>	<u>282,248.85</u>	<u>282,248.85</u>	<u>491,751.15</u>	<u>36</u>
TOTAL EXPENDITURE	<u>11,235,238.00</u>	<u>2,815,793.41</u>	<u>2,815,793.41</u>	<u>8,419,444.59</u>	<u>25</u>
DEFICIENCY OF REVENUE					
BEFORE TRANSFERS	<u>0.00</u>	<u>-1,258,988.08</u>	<u>-1,258,988.08</u>		<u>0</u>
DEFICIENCY OF REVENUE					
AFTER TRANSFERS	<u>0.00</u>	<u>-1,258,988.08</u>	<u>-1,258,988.08</u>		<u>0</u>

TOWN OF MINT HILL

REVENUE & EXPENDITURE STATEMENT FOR 20 POWELL BILL FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
20 POWELL BILL FUND					
REVENUE:					
7500 NON-DEPARTMENTAL					
20-7500-3321 ALLOCATION	663,000.00	345,973.34	345,973.34	317,026.66	52
20-7500-3831 EARNINGS ON INVESTMENTS	500.00	30.29	30.29	469.71	6
20-7500-3850 UNDESIGNATED FUND BALANCE	41,000.00	0.00	0.00	41,000.00	0
7500 NON-DEPARTMENTAL	<u>704,500.00</u>	<u>346,003.63</u>	<u>346,003.63</u>	<u>358,496.37</u>	<u>49</u>
TOTAL REVENUE	<u>704,500.00</u>	<u>346,003.63</u>	<u>346,003.63</u>	<u>358,496.37</u>	<u>49</u>
EXPENDITURE:					
2000 PLANNING					
20-2000-4440 ST MAINT - CONTRACTUAL	450,000.00	0.00	0.00	450,000.00	0
2000 PLANNING	<u>450,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>450,000.00</u>	<u>0</u>
7500 NON-DEPARTMENTAL					
20-7500-4241 ST MAINT - GRAVEL	15,000.00	911.26	911.26	14,088.74	6
20-7500-4242 ST MAINT - ASPHALT	10,000.00	2,934.21	2,934.21	7,065.79	29
20-7500-4244 ST MAINT - TRAFFIC SIGNS	6,000.00	220.50	220.50	5,779.50	4
20-7500-4251 ST MAINT - FUEL	34,000.00	4,462.68	4,462.68	29,537.32	13
20-7500-4252 ST MAINT - TIRES & TUBES	5,000.00	1,151.98	1,151.98	3,848.02	23
20-7500-4253 ST MAINT - PARTS	5,000.00	304.98	304.98	4,695.02	6
20-7500-4260 SUPPLIES & MATERIALS	1,000.00	72.69	72.69	927.31	7
20-7500-4352 REPAIRS & MAINT - EQUIPMENT	23,000.00	4,709.21	4,709.21	18,290.79	20
20-7500-4353 REPAIRS & MAINT - AUTO	18,000.00	211.07	211.07	17,788.93	1
20-7500-4354 ST MAINT - RIGHT OF WAY	5,500.00	2,903.85	2,903.85	2,596.15	53
20-7500-4393 MISC CONTRACTUAL SVCS	2,000.00	975.00	975.00	1,025.00	49
20-7500-4442 SIDEWALKS	100,000.00	950.00	950.00	99,050.00	1
7500 NON-DEPARTMENTAL	<u>224,500.00</u>	<u>19,807.43</u>	<u>19,807.43</u>	<u>204,692.57</u>	<u>9</u>
8000 CAPITAL OUTLAY					
20-8000-4555 CAPITAL OUTLAY - 218 IMPROVE	30,000.00	0.00	0.00	30,000.00	0
8000 CAPITAL OUTLAY	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>0</u>
TOTAL EXPENDITURE	<u>704,500.00</u>	<u>19,807.43</u>	<u>19,807.43</u>	<u>684,692.57</u>	<u>3</u>
EXCESS OF REVENUE					
BEFORE TRANSFERS	<u>0.00</u>	<u>326,196.20</u>	<u>326,196.20</u>		<u>0</u>
EXCESS OF REVENUE					
AFTER TRANSFERS	<u>0.00</u>	<u>326,196.20</u>	<u>326,196.20</u>		<u>0</u>

TOWN OF MINT HILL

REVENUE & EXPENDITURE STATEMENT FOR 25 STORM WATER FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
25 STORM WATER FUND					
REVENUE:					
7500 NON-DEPARTMENTAL					
25-7500-3831 EARNINGS ON INVESTMENTS	1,500.00	60.32	60.32	1,439.68	4
25-7500-3842 STORM WATER FEES COLLECTED	300,000.00	89,036.63	89,036.63	210,963.37	30
25-7500-3850 FUND BALANCE - UNRESERVED	157,090.00	0.00	0.00	157,090.00	0
7500 NON-DEPARTMENTAL	<u>458,590.00</u>	<u>89,096.95</u>	<u>89,096.95</u>	<u>369,493.05</u>	<u>19</u>
TOTAL REVENUE	<u>458,590.00</u>	<u>89,096.95</u>	<u>89,096.95</u>	<u>369,493.05</u>	<u>19</u>
EXPENDITURE:					
1000 ADMINISTRATIVE					
25-1000-4121 SALARIES - FT	194,400.00	41,988.92	41,988.92	152,411.08	22
25-1000-4181 FICA	14,872.00	3,120.21	3,120.21	11,751.79	21
25-1000-4182 NC RETIREMENT	13,745.00	2,824.75	2,824.75	10,920.25	21
25-1000-4183 HOSPITAL INSURANCE	28,320.00	6,386.61	6,386.61	21,933.39	23
25-1000-4189 401(K) CONTRIBUTION	9,720.00	1,798.42	1,798.42	7,921.58	19
25-1000-4830 TRANSFERS TO OTHER FUNDS	32,533.00	0.00	0.00	32,533.00	0
1000 ADMINISTRATIVE	<u>293,590.00</u>	<u>56,118.91</u>	<u>56,118.91</u>	<u>237,471.09</u>	<u>19</u>
7500 NON-DEPARTMENTAL					
25-7500-4730 STORM WATER REPAIRS	100,000.00	6,061.28	6,061.28	93,938.72	6
25-7500-4732 SW - PHASE II PROGRAM COSTS	65,000.00	16,013.49	16,013.49	48,986.51	25
7500 NON-DEPARTMENTAL	<u>165,000.00</u>	<u>22,074.77</u>	<u>22,074.77</u>	<u>142,925.23</u>	<u>13</u>
TOTAL EXPENDITURE	<u>458,590.00</u>	<u>78,193.68</u>	<u>78,193.68</u>	<u>380,396.32</u>	<u>17</u>
EXCESS OF REVENUE	<u>0.00</u>	<u>10,903.27</u>	<u>10,903.27</u>		<u>0</u>
BEFORE TRANSFERS					
EXCESS OF REVENUE	<u>0.00</u>	<u>10,903.27</u>	<u>10,903.27</u>		<u>0</u>
AFTER TRANSFERS					

TOWN OF MINT HILL
REVENUE & EXPENDITURE STATEMENT FOR 50 INFRASTRUCTURE FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
50 INFRASTRUCTURE FUND					
REVENUE:					
7500 NON-DEPARTMENTAL					
50-7500-3831 EARNINGS ON INVESTMENTS	50.00	0.00	0.00	50.00	0
7500 NON-DEPARTMENTAL	50.00	0.00	0.00	50.00	0
TOTAL REVENUE	50.00	0.00	0.00	50.00	0
EXPENDITURE:					
9000 CONTINGENCY					
50-9000-9999 CONTINGENCY	50.00	0.00	0.00	50.00	0
9000 CONTINGENCY	50.00	0.00	0.00	50.00	0
TOTAL EXPENDITURE	50.00	0.00	0.00	50.00	0
DEFICIENCY OF REVENUE BEFORE TRANSFERS	0.00	0.00	0.00		0
DEFICIENCY OF REVENUE AFTER TRANSFERS	0.00	0.00	0.00		0

TOWN OF MINT HILL
REVENUE & EXPENDITURE STATEMENT FOR 60 TOURISM FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
60 TOURISM FUND					
REVENUE:					
7500 NON-DEPARTMENTAL					
60-7500-3270 TOURISM TAX REVENUE	175,350.00	0.00	0.00	175,350.00	0
60-7500-3831 EARNINGS ON INVESTMENTS	150.00	0.00	0.00	150.00	0
60-7500-3840 REVENUE - GRANTS	5,000.00	5,000.00	5,000.00	0.00	100
7500 NON-DEPARTMENTAL	<u>180,500.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>175,500.00</u>	<u>3</u>
TOTAL REVENUE	<u>180,500.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>175,500.00</u>	<u>3</u>
EXPENDITURE:					
7500 NON-DEPARTMENTAL					
60-7500-4220 CULTURAL EVENTS	15,000.00	1,480.93	1,480.93	13,519.07	10
60-7500-4225 ARTS & SCIENCE COORDINATOR	10,000.00	0.00	0.00	10,000.00	0
60-7500-4373 MINT HILL MADNESS	15,000.00	0.00	0.00	15,000.00	0
60-7500-4376 DONATIONS	85,500.00	12,000.00	12,000.00	73,500.00	14
60-7500-8510 CAPITAL OUTLAY	50,000.00	0.00	0.00	50,000.00	0
7500 NON-DEPARTMENTAL	<u>175,500.00</u>	<u>13,480.93</u>	<u>13,480.93</u>	<u>162,019.07</u>	<u>8</u>
9000 CONTINGENCY					
60-9000-9999 CONTINGENCY	5,000.00	0.00	0.00	5,000.00	0
9000 CONTINGENCY	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0</u>
TOTAL EXPENDITURE	<u>180,500.00</u>	<u>13,480.93</u>	<u>13,480.93</u>	<u>167,019.07</u>	<u>7</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>0.00</u>	<u>-8,480.93</u>	<u>-8,480.93</u>		<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>0.00</u>	<u>-8,480.93</u>	<u>-8,480.93</u>		<u>0</u>

TOWN OF MINT HILL
 REVENUE & EXPENDITURE STATEMENT FOR 60 TOURISM FUND

FY 2015-2016

07/01/2015 TO 09/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
GRAND TOTAL	0.00	-930,369.54	-930,369.54	930,369.54	0

TAX COLLECTOR'S REPORT FOR SEPTEMBER 2015

Please see attached reports from County regarding taxes collected on behalf of the Town of Mint Hill. The following is a summary of the collections during the month of September 2015:

Current/Prior Year Real Estate/Personal Property**:	\$250,001.69
Interest Collected on All Taxes:	\$ 1,220.26
Registered Motor Vehicle Tax (less 1.5%***):	\$ 188.85
Registered Motor Vehicle Fee (less 1.5%***):	\$ 44.60
 Total Collected During September 2015	 \$251,455.40

** Personal Property other than registered motor vehicles.

***In accordance with State Statutes, County receives 1.5% for billing/collecting vehicle tax/fee.

Report Parameters:

Date Sent to Finance Start: **9/1/2015**

Date Sent to Finance End: **9/30/2015**

Abstract Type: **BUS,IND,PUB,REI**

Tax District: **MINT HILL**

Tax Year: **ALL**

Year For: **2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991**

Collapse

Districts: **N**

Default Sort-By: **Tax Year**

Grouping: **Tax District,Levy Type**

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	Total Collect. (\$)	% Coll.	% Un-coll.
			Assessor Refunds (\$)	Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)	Net Collect. (\$)	Unpaid Balance (\$)		
TAX DISTRICT: MINT HILL LEVY TYPE: LATE LIST PENALTY											
2015	1,717.66	14.91	0.00	1,986.10	3,650.60	0.00	3,703.76	0.00	145.46	12.92 %	87.08 %
			0.00	0.00		0.00	0.00	145.46	3,179.05		
2014	2,112.76	0.00	0.00	618.04	2,229.57	0.00	2,742.95	0.07	0.99	80.86 %	19.14 %
			0.00	12.15		0.00	0.00	0.99	426.79		
2013	1,746.82	0.00	0.00	737.20	2,423.25	0.00	2,487.29	0.00	0.00	81.78 %	18.22 %
			0.00	3.27		0.00	0.00	0.00	441.55		
2012	1,697.77	0.00	0.00	768.08	2,393.09	0.00	2,469.01	0.00	0.00	86.78 %	13.22 %
			0.00	3.16		0.00	0.00	0.00	316.33		
2011	2,129.19	0.00	0.00	3,171.44	3,895.98	0.00	5,301.44	0.00	0.00	91.85 %	8.15 %
			0.00	0.81		0.00	0.00	0.00	317.52		
2010	3,083.01	0.00	0.00	4,286.80	7,889.36	0.00	9,144.88	0.00	0.00	59.64 %	40.36 %
			0.00	1,775.07		0.00	0.00	0.00	3,183.91		
2009	2,072.67	0.00	0.00	209.41	1,753.13	0.00	2,291.43	0.00	0.00	84.81 %	15.19 %
			0.00	9.35		0.00	0.00	0.00	266.25		
2008	1,537.94	0.00	0.00	2,217.57	3,553.85	0.00	3,755.51	0.00	0.00	91.62 %	8.38 %

			0.00	0.00		0.00	0.00	0.00	297.95		
2007	1,562.60	0.00	0.00	554.83	1,883.60	0.00	2,117.43	0.00	0.00	91.59 %	8.41 %
			0.00	0.00		0.00	0.00	0.00	158.47		
2006	1,859.22	0.00	0.00	7,511.65	9,045.91	0.00	9,370.87	0.00	0.00	97.61 %	2.39 %
			0.00	0.00		0.00	0.00	0.00	215.85		
2005	1,220.48	0.00	0.00	395.41	1,583.99	0.00	1,615.89	0.00	0.00	89.57 %	10.43 %
			0.00	0.00		0.00	0.00	0.00	165.22		
2004	1,167.95	0.00	0.00	132.15	1,293.46	0.00	1,300.10	0.00	0.00	91.68 %	8.32 %
			0.00	0.00		0.00	0.00	0.00	107.65		
2003	909.62	0.00	0.00	509.91	1,334.00	0.00	1,419.53	0.00	0.00	91.27 %	8.73 %
			0.00	0.00		0.00	0.00	0.00	116.47		
2002	135.80	0.00	0.00	137.86	244.85	0.00	273.66	0.00	0.00	69.90 %	30.10 %
			0.00	0.00		0.00	0.00	0.00	73.69		
2001	131.41	0.00	0.00	4.13	114.50	0.00	135.54	0.00	0.00	5.87 %	94.13 %
			0.00	0.00		0.00	0.00	0.00	107.78		
2000	119.41	0.00	0.00	5.72	106.84	0.00	125.13	0.00	0.00	17.18 %	82.82 %
			0.00	0.00		0.00	0.00	0.00	88.48		
Subtot.	23,204.31	14.91	0.00	23,246.30	43,395.98	0.00	48,254.42	0.07	146.45	78.19 %	21.81 %
			0	1,803.81		0.00	0.00	146.45	9,462.96		

TAX DISTRICT: MINT HILL LEVY TYPE: TAX

2015	6,084,205.91	3,576.99	3,302.18	65,427.74	5,731,065.13	6,320,614.36	0.00	0.00	246,309.20	8.16 %	91.84 %
			0.00	170,980.71		0.00	0.00	246,309.20	5,263,635.49		
2014	5,791,215.02	3,211.92	0.00	12,837.46	5,611,738.48	5,812,976.97	0.00	31.97	-2,559.83	99.30 %	0.70 %
			3,229.49	8,924.49		0.00	0.00	669.66	39,369.18		
2013	5,718,131.77	3,394.17	0.00	5,867.71	5,507,162.07	5,726,697.56	0.00	90.23	-2,577.31	99.52 %	0.48 %
			3,425.78	2,698.08		0.00	0.00	848.47	26,319.70		
2012	5,662,797.95	3,734.37	0.00	16,553.46	5,466,179.69	5,765,060.73	0.00	100.51	-3,079.62	99.55 %	0.45 %
			3,735.06	85,709.32		0.00	0.00	655.44	24,684.92		
2011	5,673,909.72	5,157.54	0.00	9,241.61	5,386,824.05	5,700,662.42	0.00	-15.39	-5,160.19	99.63 %	0.37 %
			5,161.27	17,511.09		0.00	0.00	1.08	19,887.95		

2010	5,118,690.81	0.00	0.00	17,717.18	5,127,938.83	5,165,668.74	0.00	260.53	781.33	99.50 %	0.50 %
			0.00	29,260.75		0.00	0.00	781.33	25,682.86		
2009	5,012,669.43	0.00	0.00	1,119.79	5,005,982.23	5,021,015.15	0.00	83.40	262.75	99.76 %	0.24 %
			0.00	7,225.93		0.00	0.00	262.75	12,121.02		
2008	4,804,965.61	0.00	0.00	17,907.96	4,816,204.02	4,824,762.21	0.00	334.69	881.12	99.77 %	0.23 %
			0.00	1,888.64		0.00	0.00	881.12	10,867.73		
2007	4,503,833.29	0.00	0.00	4,529.97	4,462,509.20	4,508,363.26	0.00	175.71	425.83	99.81 %	0.19 %
			0.00	0.00		0.00	0.00	425.83	8,389.66		
2006	4,144,511.82	0.00	0.00	34,034.25	4,161,985.14	4,178,546.07	0.00	61.56	143.64	99.80 %	0.20 %
			0.00	0.00		0.00	0.00	143.64	8,505.23		
2005	3,895,131.33	0.00	0.00	15,803.93	3,903,099.02	3,910,935.26	0.00	0.00	0.00	99.80 %	0.20 %
			0.00	0.00		0.00	0.00	0.00	7,948.49		
2004	3,631,356.78	0.00	0.00	28,923.83	3,651,252.24	3,660,280.61	0.00	0.00	0.00	99.84 %	0.16 %
			0.00	0.00		0.00	0.00	0.00	5,947.58		
2003	3,533,766.80	0.00	0.00	12,524.77	3,531,443.74	3,546,291.57	0.00	0.00	0.00	99.84 %	0.16 %
			0.00	0.00		0.00	0.00	0.00	5,811.08		
2002	77,647.79	0.00	0.00	516.10	77,620.98	78,163.89	0.00	0.00	0.00	96.22 %	3.78 %
			0.00	0.00		0.00	0.00	0.00	2,935.13		
2001	23,357.80	0.00	0.00	16.11	23,073.62	23,373.91	0.00	0.00	0.00	89.32 %	10.68 %
			0.00	0.00		0.00	0.00	0.00	2,465.03		
2000	29,281.21	0.00	0.00	70.94	29,169.23	29,352.15	0.00	0.00	0.00	89.24 %	10.76 %
			0.00	0.00		0.00	0.00	0.00	3,138.08		
Subtot.	63,705,473.04	19,074.99	3,302.18	243,092.81	62,493,247.67	64,272,764.86	0.00	1,123.21	235,426.92	91.25 %	8.75 %
			15551.6	324,199.01		0.00	0.00	250,978.52	5,467,709.13		

TAX DISTRICT: MINT HILL LEVY TYPE: VEHICLE FEE

2015	90.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00	0.00	0 %	100 %
			0.00	0.00		90.00	0.00	0.00	90.00		
2014	100.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		100.00	0.00	0.00	0.00		
2013	70.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	0.00	100 %	0 %

			0.00	0.00		70.00	0.00	0.00	0.00		
2011	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		10.00	0.00	0.00	0.00		
2010	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		10.00	0.00	0.00	0.00		
2006	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		10.00	0.00	0.00	0.00		
2005	60.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		60.00	0.00	0.00	0.00		
Subtot.	350.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	0.00	74.29 %	25.71 %
			0	0.00		350.00	0.00	0.00	90.00		
Total	63,729,027.35	19,089.90	3,302.18	266,339.11	62,536,993.65	64,272,764.86	48,254.42	1,123.28	235,573.37	91.24 %	8.76 %
			15,551.60	326,002.82		350.00	0.00	251,124.97	5,477,262.09		

Signature (Tax Collector) _____

Report Parameters:

Date Sent to Finance Start: 9/1/2015

Date Sent to Finance End: 9/30/2015

Abstract Type: RMV

Tax District: MINT HILL

Tax Year: ALL

Year For: 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991

Collapse Districts: N

Default Sort-By: Tax Year

Grouping: Tax District, Levy Type

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	1.5% Admin	Net Amt Due	Total Collect. (\$)	% Coll.	% Un-coll.
			Assessor Refunds (\$)	Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)	Net Collect. (\$)			Unpaid Balance (\$)		
TAX DISTRICT: MINT HILL LEVY TYPE: TAX													
2014	3,294.04	0.00	0.00	0.00	2,938.96	3,320.91	0.00	0.00			0.00	96.41 %	3.59 %
				0.00	26.87	0.00	0.00	0.00			105.38		
2013	322,077.93	0.00	0.00	0.00	317,114.93	322,077.93	0.00	14.29			76.82	97.72 %	2.28 %
				0.00	0.00	0.00	0.00	76.82			7,232.12		
2012	550,264.19	0.00	0.00	0.00	542,323.54	550,419.11	0.00	5.47			25.49	98.44 %	1.56 %
				0.00	154.92	0.00	0.00	25.49			8,471.12		
2011	513,213.51	0.00	0.00	0.00	506,501.35	513,307.88	0.00	14.88			54.03	98.83 %	1.17 %
				0.00	94.37	0.00	0.00	54.03			5,901.71		
2010	488,951.08	0.00	0.00	0.00	481,869.52	489,518.80	0.00	0.00			0.00	98.46 %	1.54 %
				0.00	567.72	0.00	0.00	0.00			7,411.19		
2009	501,368.74	0.00	0.00	0.00	494,162.07	502,170.92	0.00	0.00			0.00	98.58 %	1.42 %
				0.00	802.18	0.00	0.00	0.00			7,003.78		
2008	542,235.83	0.00	0.00	0.00	534,007.05	542,859.70	0.00	44.46			114.48	98.73 %	1.27 %
				0.00	623.87	0.00	0.00	114.48			6,767.60		
2007	570,743.61	0.00	0.00	0.00	555,961.15	573,148.45	0.00	0.00			0.00	97.92 %	2.08 %
				0.00	2,404.84	0.00	0.00	0.00			11,585.04		
2006	545,204.67	0.00	0.00	0.00	538,006.19	549,611.45	0.00	0.00			0.00	98.18 %	1.82 %
				0.00	4,406.78	0.00	0.00	0.00			9,782.54		

2005	228,095.33	0.00	0.00	0.00	223,747.26	229,740.47	0.00	0.00			0.00	97.77 %	2.23 %
			0.00	1,645.14		0.00	0.00	0.00			4,988.84		
Subtot.	4,265,448.93	0.00	0.00	0.00	4,196,632.02	4,276,175.62	0.00	79.10	1.19	77.91	270.82	98.35 %	1.65 %
			0	10,726.69		0.00	0.00	270.82	4.06	266.76	69,249.32		
TAX DISTRICT: MINT HILL LEVY TYPE: VEHICLE FEE													
2014	690.00	0.00	0.00	0.00	689.12	0.00	0.00	0.00			0.00	92.74 %	7.26 %
			0.00	10.00		700.00	0.00	0.00			50.00		
2013	111,822.63	0.00	0.00	0.00	110,798.20	0.00	0.00	3.63			13.63	96.60 %	3.40 %
			0.00	0.00		111,822.63	0.00	13.63			3,762.64		
2012	197,645.01	0.00	0.00	0.00	195,899.90	0.00	0.00	5.58			20.86	97.27 %	2.73 %
			0.00	30.00		197,675.01	0.00	20.86			5,346.33		
2011	193,644.99	0.00	0.00	0.00	192,190.64	0.00	0.00	3.80			13.80	97.85 %	2.15 %
			0.00	10.00		193,654.99	0.00	13.80			4,132.82		
2010	189,020.83	0.00	0.00	0.00	187,610.80	0.00	0.00	0.00			0.00	97.33 %	2.67 %
			0.00	80.00		189,100.83	0.00	0.00			5,006.13		
2009	189,032.51	0.00	0.00	0.00	187,555.64	0.00	0.00	0.00			0.00	97.47 %	2.53 %
			0.00	180.00		189,212.51	0.00	0.00			4,745.06		
2008	192,005.00	0.00	0.00	0.00	190,299.40	0.00	0.00	6.35			16.35	97.78 %	2.22 %
			0.00	170.00		192,175.00	0.00	16.35			4,231.20		
2007	192,756.67	0.00	0.00	0.00	190,799.54	0.00	0.00	0.00			0.00	96.77 %	3.23 %
			0.00	810.00		193,566.67	0.00	0.00			6,154.17		
2006	186,370.85	0.00	0.00	0.00	184,544.72	0.00	0.00	0.00			0.00	96.79 %	3.21 %
			0.00	708.33		187,079.18	0.00	0.00			5,923.20		
2005	74,844.73	0.00	0.00	0.00	73,872.50	0.00	0.00	0.00			0.00	96.26 %	3.74 %
			0.00	277.52		75,122.25	0.00	0.00			2,761.69		
Subtot.	1,527,833.22	0.00	0.00	0.00	1,514,260.46	0.00	0.00	19.36	0.29	19.07	64.64	97.22 %	2.78 %
			0	2,275.85		1,530,109.07	0.00	64.64	0.97	63.67	42,113.24		
Total	5,793,282.15	0.00	0.00	0.00	5,710,892.48	4,276,175.62	0.00	98.46	1.48	96.98	335.46	98.05 %	1.95 %
			0.00	13,002.54		1,530,109.07	0.00	335.46	5.03	330.43	111,362.56		

Signature (Tax Collector) _____

EXHIBIT 1

November 5, 2015 (Revised)

Mr. Brian Welch, Town Manager
Town of Mint Hill
4430 Mint Hill Village Lane
Mint Hill, NC 28227

Re: Mint Hill Athletic Park – Master Planning and Construction Documentation
Professional Services Proposal

Dear Mr. Welch,

On behalf of Wirth & Associates, I want to thank you of this opportunity to provide the Town of Mint Hill with professional landscape architectural services. Based upon our discussions and the completed phase one development, we propose the following Scope of Services for the construction documentation and construction services for Mint Hill Athletic Park development:

PROJECT DESCRIPTION

The Town of Mint Hill (Town) wishes to employ Wirth & Associates (W&A) to provide professional services for the master planning and design of the Mint Hill Athletic Park development. The project site is located on Brief Road in Mint Hill, NC, and consists of approximately 27 acres.

In association with the Scope of Services below, W&A shall provide master planning, design development, construction documentation, permitting of the project, Construction Manager at Risk (CMR) coordination and support services, and construction observation/administration services. The Town's construction cost estimate/budget for this project is \$ 4,000,000.00.

A survey of the existing conditions at the site will be provided by W&A and is included as an allowance to the proposal. Architecture and utility hook-ups for all structures is included in this proposal.

A traffic impact study (TIA) is not included in this proposal and if deemed necessary will be provided by the Town under a separate contract. Turn lanes and off-site road improvements to Brief Road are included in this proposal.

SCOPE OF SERVICES

Task One: Familiarization & Site Inventory

Task 1A - Base Data Assembly

W&A will assemble information completed to date and all available base data relating to the proposed site and its environs and prepare a base map for the subject property. Such data may include, but not be limited to:

1. Boundary Survey/Tax Maps
2. Site Topography/Floodway Maps/NWI Wetland Maps
3. Site Aerial Photography
4. US Soil Conservation Services Maps

Wetlands will be investigated to determine the extent and location of jurisdictional areas.

The consultant team will prepare all necessary composite base maps for adequate preparation of the required studies and plans for the proposed Master Plan.

Task 1B - Site Reconnaissance and Inventory

The consultant team will conduct an in-depth on-site reconnaissance of the entire site and its environs. The team will investigate both the natural and manmade influences and will, at a minimum, study the following:

Natural Influences:

1. Topography/Slopes
2. Drainage/Floodplain
3. Soils/Geology
4. Vegetation
5. Other

Manmade Influences:

1. Zoning/Permitting
2. Utilities/Infrastructure
3. Vehicular Circulation/Access
4. Adjacent Land Use
5. Visual Impact

Task One Deliverables:

- A brief existing conditions report/memo highlighting any concerns, discoveries, or other items worth noting that are learned during the existing conditions investigation.
- Physical and topographic survey of the site

Task Two: Master Planning

Task 2A-Master Planning

Utilizing the findings from the previous tasks, W&A will provide a Master Site Plan that is deemed most supportive of the development program, incorporates and/or addresses public input, is compatible with the site and is economically feasible. These plans will be reviewed with the Town and others as deemed necessary to solicit comments and direction.

Public Input Meeting:

- W&A will provide maps, displays, or other presentation devices as determined by the project team
- W&A will attend one public meeting and document public input (i.e. meeting minutes)
- W&A will review public input and make recommendations on the feasibility of incorporating requested elements or not

The team will produce a study for the site that will depict those reasonable variations in configuration and arrangement that meet the program and design criteria and are integrated with the site suitability study. These plans will illustrate, but not be limited to:

1. Vehicular Circulation

- a. access
- b. internal roadways
- c. parking areas
- d. service roads
- e. security/emergency routes
- f. Traffic interaction with adjacent Mint Hill Athletic Association facility

2. Recreation Areas

- a. concession facilities and/or rest rooms
- b. active recreation areas
 - baseball fields
 - multi-use rectangular (soccer, lacrosse, football, etc.) fields
- c. passive recreation facilities:
 - walks, paths, nature trails
 - wildlife and environmental areas
 - other
- d. playground areas
- e. picnic areas/shelter
- f. utility areas
- g. maintenance/storage areas
- h. other

3. Natural Areas

4. Buffers and Easements

5. Other Facilities

The work products from this task will be reviewed with Town officials for approval.

Task 2B – Utilities Investigation

W&A, with its civil consultant, will provide an analysis of costs and routing for getting nearby utilities to the site. This analysis includes water, sewer, cable and electrical utilities. An analysis of providing a well system for irrigation purposes is also included. Options for septic systems will also be included.

Note that final design and permitting of providing off-site utilities to serve the site is not included in this proposal and will be considered an additional service to this proposal.

Task 2C- Preliminary Cost Estimate

The consultant team will prepare a preliminary cost estimate for the master plan in cooperation/conjunction with the Town's CMR. This estimate will include all proposed development, structures and other improvements. Preliminary grading plans and cut & fill calculations will be performed to ensure accuracy of the estimate. W&A will provide documents in an agreeable format to CM for budgeting purposes.

Task 2D-Phasing Analysis

W&A will review the need for phasing the construction of the ultimate build-out of the Park based on construction estimates and the Town's financial constraints.

Task 2E: Final Master Plan

Upon review and approval of the alternative Master Site Plan, and with input from the Town, the Final Illustrative Master Plan will be prepared to sufficient detail to illustrate the special characteristics of the proposed project and will delineate the

desired land uses and amenities. The master plan will include detailed design plans of selected areas within the park along with sections and/or elevation studies that express the design intent. A Phasing Plan, maintenance requirements and a detailed cost estimate reflecting the Town's approved development phases shall be provided. The Final Master Plan will be presented to the Town for adoption.

Task 2 Deliverables:

- Graphics/images/renderings of the final master plan
- Brief master planning report to document decisions and reasons for the path forward.
- Bi-weekly meetings with Town and CM throughout the Design Phase

Task Three: PARTF Grant Preparation

W&A shall complete and submit an application for a PARTF Grant. This application will be prepared in accordance with the PARTF Application Manual as issued by NCDENR. W&A will coordinate with the Town approvals by the Town Council and the Town's PARTF grant state representative. Grant preparation services include:

- 1) Plan of architectural improvements
- 2) Plan of site plan improvements
- 3) Conduct public meetings for public input
- 4) Make recommendation for Town Council approval
- 5) Presentation to Town Council
- 6) Final preparation of Grant Application including:
 - a) PARTF Site Plan
 - b) PARTF Cost Estimate
 - c) Documentation of Public Meetings and Board Approvals
 - d) Other PARTF Requirements

Task Four: Construction Documentation

Task 4A - Design Development

W&A will prepare a complete design development package for all aspects of the park's design to be built in the first phase of construction. This level of design constitutes refined site specific solutions and includes all design disciplines:

1. Site Planning
2. Civil Engineering
3. Landscape Architecture
4. Architecture

This level of design includes the detailed measured drawings, preliminary materials selection, grading, outline technical specifications, etc. necessary to make all

elements clearly defined and understandable by review personnel. The estimate of probable cost will be revised at the completion of this phase, based upon a higher level of detail and refinement of the design. W&A will provide documents in an agreeable format to CM for budgeting purposes.

W&A will present design concepts in association with the CMR to potential Pre-Qualified Bidders at a Public Outreach and Information Session.

Task 4B - Construction Permitting

W&A will assist in the preparation and submission of application for the various permits that may be required for the continuing development of the park. Wetland permits are not included and are not anticipated as a permit requirement for Phase II. Other permits that will be required are anticipated to include:

1. Soil Erosion and Sedimentation Control
2. Storm Water Management
3. Building Permits
4. US COE Wetlands Permitting

Task 4C - Construction Documentation

W&A will prepare a complete set of construction documents for the elements to be constructed. This package will include all drawings and specifications necessary to obtain bids from qualified contractors for the construction of the park. At a minimum, these documents will include:

1. Site Clearing, Demolition, and Preservation
2. Layout Plans
3. Grading Plans
4. Drainage Plans/BMP (Water Quality) Areas
5. Erosion/Sedimentation Control Plans
6. Architecture for Proposed Buildings
7. Lighting Plans, Electrical Engineering and Details
8. Landscape Plans
9. Water & Sewer Utility Plans (*on-site only*)
10. Irrigation Plans
11. Technical Specifications and Bid Documents
12. Offsite roadway improvements to Brief Road

W&A shall submit the contract documents to the Town for review at 50%, 75% completion and 100% completion. W&A will incorporate the necessary revisions prior to re-submission to the Town. Coordination with the Town's CMR is included. Fees for permitting will be invoiced as a reimbursable expense.

Task Five: Bidding Phase

W&A shall support the Town's CMR during the bid process including attendance at any Pre-Bid Meetings, prepare any necessary addenda, review the bids for 'equivalency' and approve any contractor requests for substitutions of materials.

Task Six: Services during Construction

W&A will provide a minimum of bi-monthly site visits as required during construction to observe site work installation as well as observe the progress and quality of the construction work. W&A will provide:

- 1) Interpretation of Drawings;
- 2) Review of Shop Drawings;
- 3) Attendance and Documentation of Construction Meetings;
- 4) Review of Schedule of Values and Contractor Payment Requests;
- 5) Perform Punch List Inspections and Project Close-Out Documents.

ADDITIONAL SERVICES

Additional services not included in this proposal but available to the Town at a negotiable fee include, but are not limited to the following:

1. Off-site water & sewer utility design and permitting.
2. Traffic Impact Analysis
3. Sewer pump stations
4. Floodway Studies/General Floodplain Development Permits (FDP)

COMPENSATION

Based upon the services described above, W&A proposes to provide the described services for the fees noted below. All fees shall be paid on a Lump Sum basis unless otherwise noted.

Task One:	Site Familiarization & Site Inventory.....	\$ 8,200.00
Task Two:	Master Planning.....	\$ 30,200.00
Task Three:	PARTF Grant Preparation.....	\$ 8,750.00
Task Four:	Design Development.....	\$ 74,500.00
	Construction Documents.....	\$ 149,300.00
Task Five:	Bidding Phase.....	\$ 9,300.00
Task Six:	Services during Construction.....	\$ 39,750.00
	TOTAL NOT TO EXCEED DESIGN FEE:.....	\$ 320,000.00

ALLOWANCES

The following maximum allowances are included in the project's scope:

Surveying	\$ 17,250.00
Geotechnical Investigation	\$ 8,250.00
Turn Lane Design for Brief Road.....	\$ 7,250.00
Reimbursable Expenses/Permitting Allowance.....	\$ 22,500.00
TOTAL ALLOWANCES:.....	\$ 55,250.00

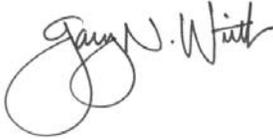
TOTAL CONTRACT FEE (DESIGN FEE + ALLOWANCES):..... \$ 375,250.00

W&A will bill all normal reimbursable expenses including expenses for long distance calls and fax, expense of reproductions, postage and handling of drawings and specifications, and special photographs. Additional reimbursable expenses, when authorized by the Town, will include additional renderings, models, photographs, and special consultants.

The attached rate schedule are also agreed to as part of this proposal. Billings will be made monthly based upon the percentage of completion for each task during the previous thirty days.

If this proposal meets with your understanding and approval, please sign two copies and return one for our files. A signed copy of this proposal will serve as our authorization to proceed.

Respectfully submitted,



Gary N. Wirth, RLA, ASLA
Principal

APPROVED BY:

TOWN OF MINT HILL

Date

WIRTH & ASSOCIATES, INC.

RATE SCHEDULE

PRINCIPAL	\$120.00 per hour
SENIOR ASSOCIATE	110.00 per hour
ASSOCIATE	100.00 per hour
DESIGN STAFF	80.00-90.00 per hour
DRAFTSMAN	65.00 per hour
CLERICAL	50.00 per hour
PRINCIPAL ARCHITECT	125.00 per hour
PRINCIPAL ENGINEER	125.00 per hour

STANDARD SERVICES CONTRACT FORM

Town of Mint Hill
4430 Mint Hill Village Lane
Mint Hill, NC 28227
Phone: (704) 545-9726 Fax: (704) 545-0802

CONTRACT FOR MASTER PLANNING, DESIGN, & CONSTRUCTION DOCUMENT SERVICES

This Contract for professional services (this "Contract") is entered into this ____ day of _____, 2015 by and between the Town of Mint Hill, a municipal corporation of the State of North Carolina, (the "Town") and Wirth & Associates (the "Designer").

Agreement.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- 1. Designer Obligations. Designer shall furnish all necessary or required professional architectural, engineering, technical and/or administrative services, labor, materials and supplies ("Services" or "Design Services") to fully, timely, and properly complete the design and related services for the **Mint Hill Athletic Park** (the "Project") as more particularly described in the proposal dated **October 29, 2015** attached hereto and incorporated herein by reference as Exhibit 1 (the "Proposal").

Unless otherwise terminated as set forth herein, the term of this Contract shall be **[Term of Contract]**.

The Designer agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Designer represents and warrants that (i) it is duly qualified to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, and (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations.

PLANNING and DESIGN SCHEDULE. Designer shall commence with the provision of Services promptly upon receipt of written notice to proceed from the Town and shall complete the Services in accordance with the Planning & Design Schedule set forth herein (such period of time is herein referred to as the "Contract Time"). Time is of the essence with respect to the Contract, and each of the planning and design phase durations as designated below. Designer shall complete the Services according to the Contract Time to enable the overall Services and the Project to proceed in a coordinated and timely manner.

The Designer agrees to complete its Services in order to meet the following Planning and Design Schedule:

Milestone	Duration in Weeks	Date of Start	Date of Finish
Task 1: Familiarization & Site Inventory	3 Weeks	November 15, 2015	December 6, 2015
Master Planning	8 Weeks	December 7, 2015	February 6, 2016

Task 3: PARTF Grant Preparation	8 Weeks	February 15, 2016	April 15, 2016
Task 3: Construction Documentation	16 Weeks	March 1, 2016	August 1, 2016
Task 4: Bidding Phase	4 Weeks	August 1, 2016	September 1, 2016
Task 5: Construction Phase Assistance	50 Weeks	September 1, 2016	September 1, 2017
Post Construction and Contract Closeout	4 Weeks	September 2, 2017	October 2, 2017

Designer acknowledges that the Contract Time under which Services to be provided include Town and other governing agencies review time, must be strictly adhered to by Designer, and that each milestone phase must be met by Designer, as well as the final completion date.

Designer shall file all applicable permits, plans, specifications and other documents required and coordinate with all local, state or federal agencies having jurisdiction over any part of the project. The Designer shall submit bid documents to local permitting authorities in advance of construction contract award and arrange for the building permit review and approval subject only to adding the contractor's names, license number, and Contract amounts once the bids are received and an award recommendation made.

It is the responsibility of the Designer to maintain the Planning and Design Schedule. No deviation from the Schedule shall be allowed without written approval for a change in the Schedule. If for any reason it appears any phase of the Project will be delayed, the Designer agrees to immediately notify the Town, in writing, and provide an explanation of the delay and a plan to bring the design services into line with the Design Schedule. Should Town determine that the Designer is behind schedule, the Designer shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Town. In the event Designer is delayed in the progress of providing the Services, through no fault of Designer, then Designer may be entitled to an extension of the Contract Time. If a delay in the Planning and Design Schedule is approved by the Town, the Schedule will be amended and the Designer will complete the work within the amended schedule at no additional cost to the Town.

INSURANCE & INDEMNIFICATION. The Designer certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina:

Automobile - Designer shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Commercial General Liability - Designer shall maintain commercial general liability insurance that shall protect Designer from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$2,000,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to Designer, Designer shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

Professional Liability Insurance – Designer shall maintain professional liability insurance. The policy limits of such insurance shall not be less than \$2,000,000 combined single limit each occurrence/annual aggregate.

Designer shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Designer's failure to comply with any applicable law, code, ordinance, regulation, or industry standard, (b) arising as a result of negligence and/or intentional acts by Designer, its employees, agents, subcontractors and/or lower-tier subcontractors, or (c) arising directly or indirectly out of Designer's breach of its obligations pursuant to this Contract.

PROFESSIONAL CONSULTANTS. The Designer agrees that the names of persons or entities with which the Designer intends to contract for the performance of specialized portions of the services described in this Contract are set forth below. If the Designer desires to change such persons or entities during the term of this Contract, the Designer shall notify the Town in writing of any proposed changes, and the Town shall promptly inform the Designer whether there are reasonable objections to such change. If there is no prompt objection to the change, then this Contract shall be modified to reflect such change.

Architect: Architecture Unlimited, PLLC

Civil Engineer/Surveying: Lucas-Forman Inc.

Mechanical/Electrical/Plumbing Engineer: ME&P Engineering

Structural Engineer: Rettew Engineering

Field Lighting/Site Electrical Engineerin: KM Armstrong Associates

Irrigation Design: Irrigation Innovations LLC

Geotechnical Investigaton: PSI, Inc.

FINAL CERTIFICATION. Upon completion of the provision of Services, Designer agrees to certify to the Town and to any governmental entity or subdivision, partner designated by the Town, that to the Designer's best knowledge, information and belief, the Services have been provided and the content of the design is in compliance with all Laws, including but not limited to all local, state and federal laws, rules, ordinances and regulations and all environmental laws and regulations imposed by any governmental agency having jurisdiction over the Project. The Designer certification shall contain a statement that no products originally specified or subsequently substituted with the approval of the Designer contain asbestos.

OWNERSHIP OF DOCUMENTS. All documents including calculations, computer files, drawings, and specifications prepared by W&A pursuant to this Agreement are instruments of professional service intended for use by the Town for the limited purposes of constructing, using, repairing and maintaining the specific project that is the subject of this agreement and also as reasonably needed for reference in the event of any subsequent improvements to the specific project. Such documents are and shall remain the property of W&A subject to the Town's rights stated herein. Any other reuse without written approval or adaptation by W&A is prohibited. The Client owns the documents as relates to public record law and access to those documents for permitted purposes stated above.

2. Obligations of Town. Town agrees to pay Designer in accordance with the lump sum fees set forth in the Proposal, with a total fee not to exceed **Three Hundred and Seventy Five Thousand Two Hundred Fifty Dollars (\$375,250.00)**. Any additional services to be agreed upon in writing in advance at hourly rates set forth in the Proposal.
3. Project Manager. **Steve Frey** is designated as the Project Manager for Town. The Project Manager shall be Town's representative in connection with the Designer's performance under this Contract. Town has complete discretion in replacing the Project Manager with another person of its choosing.
4. Designer Supervisor. **Gary Wirth** is designated as the Designer Supervisor for the Designer. The Designer Supervisor is fully authorized to act on behalf of the Designer in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30 day basis. The Town will not pay for services or materials in advance without the prior approval of the Town Manager. Designer to submit invoices on the following schedule: **monthly**.
6. Contract Transfer. The Designer shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
7. Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Designer. If the Contract is terminated by the Town in accordance with this paragraph, the Designer will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Designer for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
8. Termination for Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Designer. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Designer shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
9. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Designer. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
10. Relationship of Parties. The Designer is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Designer. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Designer and the Town. Employees of the Designer shall remain subject to the exclusive control and supervision of the Designer, which is solely responsible for their compensation.
11. No Third Party Benefits. The Contract shall not be considered by the Designer to create any benefits on behalf of any third party. The Designer shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
12. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.

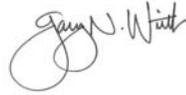
13. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract without regard to its choice of law provisions.

14. Counterpart Execution. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Mint Hill, North Carolina, this day of _____, 20__

Town of Mint Hill

Designer: Wirth & Associates



Town Manager

By: _____
(Signature)
Title: President

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

Finance Director

STANDARD SERVICES CONTRACT FORM

Town of Mint Hill
4430 Mint Hill Village Lane
Mint Hill, NC 28227
Phone: (704) 545-9726 Fax: (704) 545-0802

CONTRACT FOR ANALYSIS, DESIGN, & CONSTRUCTION DOCUMENT PROFESSIONAL SERVICES

This Contract for professional services (this "Contract") is entered into this ____ day of _____, 2015 by and between the Town of Mint Hill, a municipal corporation of the State of North Carolina, (the "Town") and Merrick & Company (the "Designer").

Agreement.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- 1. Designer Obligations. Designer shall furnish all necessary or required professional engineering, technical and/or administrative services, personnel ("Services" or "Design Services") to fully, timely, and properly complete the design and related services for the **Beaver Dam Lane Culvert Replacement** (the "Project") as more particularly described in the scope of services dated _____ attached hereto and incorporated herein by reference as Exhibit 1 (the "Scope").

Unless otherwise terminated as set forth herein, the term of this Contract shall be **2 years**.

The Designer agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Designer represents that (i) it is duly qualified to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by the Town, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, and (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations. The Designer makes no warranties or guaranties, express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. The Designer expressly disclaims all such warranties or guaranties. The foregoing paragraph is collectively referred to as the "Standard of Care".

PROJECT SCHEDULE. Designer shall commence with the provision of Services promptly upon receipt of written notice to proceed from the Town and shall complete the Services in accordance with the mutually agreed to Project Schedule set forth herein (such period of time is herein referred to as the "Contract Time"). Designer shall complete the Services according to the Contract Time to enable the overall Services and the Project to proceed in a coordinated and timely manner.

The Designer agrees to complete its Services in order to meet the following Project Schedule:

Milestone	Duration in Weeks	Date of Start	Date of Finish
Task 1: Notice to Proceed, Predesign Efforts & Coordination, Survey	2	11/16/2015	11/27/2015

Task 2: Alternatives Analysis and Preliminary Study, Geotech & Wetlands	3	11/30/2015	12/18/2015
Task 3: Design Development & Permitting	4	12/21/2015	1/15/2016
Task 4: Bidding & Contractor Selection	4	1/18/2016	2/12/2015
Task 5: Construction Observation	8 (+ at least 3 weeks from Contractor NTP to mobilization)	3/7/2015	4/29/2015
Task 6: LOMR	6 months	5/2016	11/2016

Designer acknowledges that the Contract Time under which Services to be provided include Town and other governing agencies review time, must be strictly adhered to by Designer, and that each milestone phase must be met by Designer, as well as the final completion date, unless the parties agree in writing to deviate from the Project Schedule.

Designer shall file all applicable permits, plans, specifications and other documents required and coordinate with all local, state or federal agencies having jurisdiction over any part of the project. The Designer shall submit bid documents to local permitting authorities in advance of construction contract award and arrange for the building permit review and approval subject only to adding the contractor's names, license number, and Contract amounts once the bids are received and an award recommendation made.

It is the responsibility of the Designer to maintain the Project Schedule. No deviation from the Schedule shall be allowed without written approval by the parties for a change in the Schedule. If for any reason it appears any phase of the Project will be delayed, the Designer agrees to immediately notify the Town, in writing, and provide an explanation of the delay and a plan to bring the design services into line with the Project Schedule. Should the Town determine that the Designer is behind schedule, the Designer shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Town. In the event Designer is delayed in the progress of providing the Services, through no fault of Designer, then Designer may be entitled to an extension of the Contract Time. If a delay in the Project Schedule is approved by the Town, the Schedule will be amended and the Designer will complete the work within the amended schedule at no additional cost to the Town.

INSURANCE & INDEMNIFICATION. The Designer certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to the Town and authorized to do business in the State of North Carolina:

Automobile - Designer shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall be \$1,000,000 combined single limit each person/each occurrence.

Commercial General Liability - Designer shall maintain commercial general liability insurance that shall protect Designer from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall be \$2,000,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to Designer, Designer shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

Professional Liability Insurance – Designer shall maintain professional liability insurance. The policy limits of such insurance shall be \$2,000,000 per claim/annual aggregate.

Designer shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) caused by Designer's failure to comply with any applicable law, code, ordinance, regulation, or industry standard, (b) caused by negligence and/or intentional acts by Designer, its employees, agents, anyone it is legally liable, or (c) caused by Designer's breach of its obligations pursuant to this Contract.

PROFESSIONAL CONSULTANTS. The Designer agrees that the names of persons or entities with which the Designer intends to contract for the performance of specialized portions of the services described in this Contract are set forth below. If the Designer desires to change such persons or entities during the term of this Contract, the Designer shall notify the Town in writing of any proposed changes, and the Town shall promptly inform the Designer whether there are reasonable objections to such change. If there is no prompt objection to the change, then this Contract shall be modified to reflect such change.

- Boyle Consulting Engineers, PLLC – Geotechnical Services
- Carolina Wetland Services, Inc. – Wetland Delineation and Permitting Services
- Barry Lambert Engineering, PC – Structural Engineering Services

FINAL CERTIFICATION. Upon completion of the provision of Services, Designer agrees to certify to the Town and to any governmental entity or subdivision, partner designated by the Town, that to the Designer's best of its knowledge, information and belief, the Services have been provided and the content of the design is in compliance with all Laws, including but not limited to all local, state and federal laws, rules, ordinances and regulations and all environmental laws and regulations imposed by any governmental agency having jurisdiction over the Project. The Designer certification shall contain a statement that no products originally specified or subsequently substituted with the approval of the Designer contain asbestos.

OWNERSHIP OF DOCUMENTS. All documents created pursuant to the Contract shall be owned by the Town. Unless the Scope expressly provides otherwise, the Designer shall be entitled to rely upon documents and information furnished by the Town as accurate and correct without investigation.

2. Obligations of Town. Town agrees to pay Designer in accordance with the lump sum fees set forth in the Proposal, with a total fee not to exceed **\$64,630.00**, per the following fee schedule. Any additional services to be agreed upon in writing in advance at hourly rates set forth in the Proposal.

Merrick Project Fees:	
Administration and Project Management	\$ 1,872.00
Predesign & Coordination	\$ 3,560.00
Alternatives Analysis & Preliminary Study	\$ 4,010.00
Design Development & Permitting/Approvals	\$ 14,334.00
FEMA Letter of Map Revision (LOMR)	\$ 9,930.00
Bidding and Contractor Selection	\$ 3,870.00
Construction Observation	\$ 3,274.00
Expenses - Included in the Contract	\$ 2,000.00
Merrick Subtotal	\$ 42,850.00
Sub Consultant Fees:	

Boyle Consulting Engineers - Geotech	\$ 8,140.00
Carolina Wetland Services - Wetlands	\$ 5,445.00
Barry Lambert Engineering - Structural	\$ 8,195.00
Sub Consultant Subtotal	\$ 21,780.00
Project Total Fee	\$ 64,630.00

3. Project Manager. **Steve Frey** is designated as the Project Manager for Town. The Project Manager shall be Town's representative in connection with the Designer's performance under this Contract. Town has complete discretion in replacing the Project Manager with another person of its choosing.
4. Designer Supervisor. **Joel Madden** is designated as the Designer Supervisor for the Designer. The Designer Supervisor is fully authorized to act on behalf of the Designer in connection with this Contract.
5. Terms and Methods of Payment. The Town will make payment after invoices are approved on a net 30 day basis. Town shall notify the Designer within fourteen (14) days of receipt of an invoice if any portion of the invoice is in dispute. The Town will not pay for services or materials in advance without the prior approval of the Town Manager. Designer to submit invoices on the following schedule: **monthly**.
6. Contract Transfer. The Designer shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
7. Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Designer. If the Contract is terminated by the Town in accordance with this paragraph, the Designer will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Designer for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
8. Termination for Default. The Town may terminate the Contract, in whole or in part, upon breach of the Contract by the Designer, provided, however, that the Designer shall be provided seven (7) days' written notice, or such longer time as the parties may agree, in which to cure or begin to cure any breach of the Contract. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Designer shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
9. Termination by Designer. Timely payment by the Town to the Designer is a material part of the consideration of this Contract. If timely payment is not made, and the Town has not paid after seven (7) days' written notice of such nonpayment, the Designer may suspend services or terminate this Contract without an obligation to perform the terms and conditions of this Contract and without incurring liability to the Town or others for damages, including special or consequential damages.
10. Contract Modifications. The Contract may be amended only by written amendment duly executed by both the Town and the Designer. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
11. Relationship of Parties. The Designer is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Designer. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between

the Designer and the Town. Employees of the Designer shall remain subject to the exclusive control and supervision of the Designer, which is solely responsible for their compensation.

- 12. No Third Party Benefits. The Contract shall not be considered by the Designer to create any benefits on behalf of any third party. The Designer shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
- 13. General Provisions. The Town’s remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If any part of this Contract is held to be invalid or unenforceable by an authority with competent jurisdiction, the remainder of this Contract shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
- 14. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract without regard to its choice of law provisions.
- 15. Counterpart Execution. This Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Agreement transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

Consequential Damages. The parties waive claims against each other for incidental, special, indirect, punitive, or consequential damages arising out of or relating to this Contract.

- 16. Force Majeure. Neither party shall be in default of its obligations if performance is prevented or delayed by an existing or future force majeure condition or any other cause beyond the reasonable control of a party to this Contract, including, without limitation, act of government, act of God, meteorological phenomenon, power failures or blackouts, strike, shortage of labor or materials, insurrection, embargo, fire, flood, earthquake, electromagnetic interference, explosion, riot, wars or armed conflicts, rebellion, civil disobedience, sabotage, epidemic, emergencies, or natural disasters. The affected party shall be entitled to an equitable adjustment in schedule and/or fees for such delay.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Mint Hill, North Carolina, this day of _____, 20__

Town of Mint Hill

Designer: Merrick & Company

Town Manager

By: Joel L. Madden
(Signature)
Title: Civil Engineering Department Manager

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

Finance Director

Exhibit 1 - Project Scope

Predesign Efforts & Coordination

- Coordinate with Town's on-call consultant for scoping of survey needs and subsurface utility locates. Merrick will receive and review all survey and utility location data for completeness and adequacy.
- Coordinate with Geotechnical sub consultant for geotechnical investigation (see attached scope from Boyle Consulting Engineers, PLLC). We will review results and utilize recommendations for construction documents and specifications.
- Coordinate with Wetland permitting sub consultant for wetland assessment and impact permitting (see attached scope from Carolina Wetland Services, Inc.). Merrick will assist with permitting exhibits as necessary. This scope assumes that a "Nationwide 3" permit will be utilized and that permitting notification submittals will be necessary.
- Coordinate with Structural Engineering sub consultant for potential structural shoring of the existing headwall, and for potential design of replacement headwalls (see attached scope from Barry Lambert Engineering, PC). NOTE: One or both of these structural engineering services may not be needed, depending on timing, and the selected conduit and headwall solution. If these services are not required, they will not be rendered or billed.
- Coordinate with Mecklenburg County Floodplain Administrator, and North Carolina Floodplain Mapping program staff to determine all process and permitting requirements for this project. It is our hope that this project will be allowed to omit, or at least, simplify and shorten the typical Conditional Letter of Map Revision (CLOMR) process that would typically be required.

Note: All sub consultant scope and fees associated with this project are included with a markup of 10%. Should any of their services be found unnecessary to the successful completion of the project prior to being rendered, they will be eliminated and the client will not be charged.

Alternatives Analysis & Preliminary Study

- The effective FEMA hydraulic models (HEC-RAS) for Irvins Creek and its tributaries will be used as the basis for the study of this existing culvert, and basis of design for its replacement. Merrick will provide a basic review of these models, but our work will be founded on the presumed adequacy and accuracy of the existing models. We will only modify the effective model in the immediate vicinity of the Beaver Dam culverts (utilizing survey data as provided by Mint Hill & visual observations by Merrick staff); all other portions of the model will be presumed accurate and adequate.
- Our study will use the flow values as found in the existing hydraulic models, and we will not be undertaking any additional hydrologic studies or calculations as a part of this scope.
- Merrick will use the existing models to examine two alternatives to replace the existing culverts and will include a metal arch solution (bottomless) and concrete boxes. Each will be examined for hydraulic performance, relative cost effectiveness, durability, and speed of construction. We will coordinate with Town staff during this process, and will ultimately provide an executive summary memo with our findings and recommendations.
- Our design alternatives will seek to prevent road overtopping in the 25-year storm event.

- Our alternatives analysis will assume that no alterations will be made to the vertical profile of Beaver Dam Road, and that it will be replaced to “as-is” configuration at the end of construction. The examined alternatives will also seek to prevent any significant relocation/redesign of the water and sewer utilities in the vicinity of the project.
- We will meet with the Town staff to review our findings and recommendations and assist in selection of the desired solution.

Design Development

- Merrick will finalize the modeling for the selected solution and begin development of the project construction documents. The project plans will include:
 - Site plan designs for placement and grading of the proposed solution;
 - Water and sanitary sewer plans as necessary to construct the new culvert (Note: This scope assumes that no significant redesign of water lines or sewer lines will be necessary. If water/sewer redesign is required, these services may be provided by Merrick under a project change order);
 - Required dry utility relocations (cable, power, gas, etc.) will be identified, but will be noted as the contractors responsibility to coordinate and accommodate;
 - Sedimentation and erosion control plans, including a coffer dam and pump-around design;
 - Standard site details including roadway section and pavement section;
 - Structural culvert and headwall drawings as necessary; (see attached scope from Barry Lambert Engineering, PC). NOTE: These structural engineering services may not be needed, depending on timing, and the selected conduit and headwall solution. If these services are not required, they will not be rendered or billed.
 -
 - Standard notes and specifications to guide the bidding and construction of the project.
 - All designs and details shall be in accordance with the details and specifications of the Town of Mint Hill. Any details and specifications not provided by the Town of Mint Hill shall be pulled from North Carolina Department of Transportation details and specifications.
- An informal submittal and associated meeting with the Town staff will occur during preliminary design at the point of 30% completion. Any feedback from the Town will be incorporated into the ongoing design of the project.
- The final design will be submitted to the Town for a construction review; Merrick will incorporate all comments from this review and will submit final 100% plans to the Town for bidding and construction.
- Merrick will also provide all final calculations including HEC-RAS models, calculations, and a brief summary of assumptions, variables, etc. that were used for the project. We will also include any other unique or extraordinary facets of the process or design.

Permitting

- This scope assumes that the total disturbance will be less than one acre and submittals to the County or State for Land Disturbance Permitting will not be required. If the disturbance exceeds one acre, additional scope/fee will be required, & any permitting fees would be the responsibility of the Client.

- Our wetlands sub consultant will acquire all necessary State and Federal permits for the required stream disturbance.
- A courtesy copy of the plans will be submitted to Charlotte Water, and the contractor will be responsible for coordinating with them when their lines are to be effected.

CLOMR/LOMR

- Conditional Letter of Map Revision (CLOMR) – Based upon conversations with Mecklenburg County, a CLOMR will not be required if the proposed solution does not increase, or reduces, the base flood elevations of the subject stream reach. This scope assumes that the project modeling will show either a no-rise or a reduction in water surface elevations (WSELs) throughout the project area and a CLOMR will not be required. The County will require a certification from the engineer stating that improvements to the hydraulic function of the Beaver Dam culverts will not adversely impact downstream property owners.
- Letter of Map Revision (LOMR) - Upon completion of all construction activities the Town will be required to complete the Mecklenburg County/FEMA Letter of Map Revision (LOMR) process.
 - An as-built survey will be necessary from the Town’s survey sub consultant.
 - Merrick will incorporate the as-built survey information into the models used for the design of the project, complete the FEMA MT-2 forms and submit to Mecklenburg County for review.
 - We will address any review comments from the County, resubmit for their approval.
 - Upon their approval, the package will be sent to FEMA for approval and acceptance.

Bidding and Contractor Selection

- Merrick will prepare an Opinion of Probable Construction Cost (OPCC) for the project.
- Merrick shall prepare a bid package for the project. A bid tabulation form shall be prepared as part of the package. Payment for work shall be according to either the Town of Mint Hill or the North Carolina Department of Transportation’s *Standard Specifications for Roads and Structures*, unless otherwise noted within specific special provisions prepared for this project. It is assumed that the project cost will be less than \$500K and that this will be an informal bid process.
- Our team will assist the Town in the analysis of the submitted bids, and will, if requested, provide our recommendation on Contractor selection.

Construction Observation

- Merrick will provide periodic inspection, estimated at 4 hours per week for 5 weeks, of the construction, but will not provide daily supervision of the construction process. After each site visit, Merrick will provide the town with a site visit report with observations and comments related to the status of construction and any concerns or questions related to the progress.

Project Expenses

- Typical expenses such as printing, mileage, postage, etc. are included in the lump sum project fees. Any atypical fees incurred by the consultant, such as permit fees, will be billed separately at cost plus 10%

Note: It is assumed that the Town staff will handle all notification of adjacent property owners for general project updates and permissions, and that the Town and/or their surveyor will be responsible

for acquiring any necessary temporary or permanent easements for the project. These services can be provided by Merrick for an additional fee. It is also assumed that the Town will cover all permitting fees associated with the project.

Fee Summary

Merrick Project Fees:	
Administration and Project Management	\$ 1,872.00
Predesign & Coordination	\$ 3,560.00
Alternatives Analysis & Preliminary Study	\$ 4,010.00
Design Development & Permitting/Approvals	\$ 14,334.00
FEMA Letter of Map Revision (LOMR)	\$ 9,930.00
Bidding and Contractor Selection	\$ 3,870.00
Construction Observation	\$ 3,274.00
Expenses - Included in the Contract	\$ 2,000.00
Merrick Subtotal	\$ 42,850.00
Sub Consultant Fees:	
Boyle Consulting Engineers - Geotech	\$ 8,140.00
Carolina Wetland Services - Wetlands	\$ 5,445.00
Barry Lambert Engineering - Structural	\$ 8,195.00
Sub Consultant Subtotal	\$ 21,780.00
Project Total Fee	\$ 64,630.00

Any additional services, requested by the Client, that are not specifically included in the project scope may be provided per the following hourly rate structure. Alternatively, an additional lump sum scope and fee may be requested for those additional services.

- Project Manager \$165/hr
- Project Engineer \$125/hr
- Designer \$90/hr
- Project Administrator \$65/hr

TAX COLLECTOR'S REPORT FOR OCTOBER 2015

Please see attached reports from County regarding taxes collected on behalf of the Town of Mint Hill. The following is a summary of the collections during the month of October 2015:

Current/Prior Year Real Estate/Personal Property**:	\$842,802.50
Interest Collected on All Taxes:	\$ 1,216.16
Registered Motor Vehicle Tax (less 1.5%***):	\$ 279.38
Registered Motor Vehicle Fee (less 1.5%***):	\$ 85.09
 Total Collected During October 2015	 \$844,383.13

** Personal Property other than registered motor vehicles.

***In accordance with State Statutes, County receives 1.5% for billing/collecting vehicle tax/fee.

Report Parameters:

Date Sent to Finance Start: **10/1/2015**

Date Sent to Finance End: **10/31/2015**

Abstract Type: **BUS,IND,PUB,REI**

Tax District: **MINT HILL**

Tax Year: **ALL**

Year For: **2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991**

Collapse

Districts: **N**

Default Sort-By: **Tax Year**

Grouping: **Tax District,Levy Type**

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	Total Collect. (\$)	% Coll.	% Un-coll.
			Assessor Refunds (\$)	Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)	Net Collect. (\$)	Unpaid Balance (\$)		

TAX DISTRICT: MINT HILL LEVY TYPE: LATE LIST PENALTY

2015	1,723.06	2.65	0.00	2,987.13	4,655.38	0.00	4,711.19	0.00	215.58	14.76 %	85.24 %
			0.00	1.00		0.00	0.00	215.58	3,968.25		
2014	2,112.76	0.00	0.00	618.04	2,229.57	0.00	2,742.95	0.61	7.83	81.18 %	18.82 %
			0.00	12.15		0.00	0.00	7.83	419.57		
2013	1,746.82	0.00	0.00	737.20	2,423.25	0.00	2,487.29	0.21	1.38	81.83 %	18.17 %
			0.00	3.27		0.00	0.00	1.38	440.38		
2012	1,697.77	0.00	0.00	768.08	2,393.09	0.00	2,469.01	0.43	2.02	86.85 %	13.15 %
			0.00	3.16		0.00	0.00	2.02	314.74		
2011	2,129.19	0.00	0.00	3,171.44	3,895.98	0.00	5,301.44	0.11	0.43	91.86 %	8.14 %
			0.00	0.81		0.00	0.00	0.43	317.20		
2010	3,083.01	0.00	0.00	4,286.80	7,889.36	0.00	9,144.88	0.00	0.00	59.64 %	40.36 %
			0.00	1,775.07		0.00	0.00	0.00	3,183.91		
2009	2,072.67	0.00	0.00	209.41	1,753.13	0.00	2,291.43	0.00	0.00	84.81 %	15.19 %
			0.00	9.35		0.00	0.00	0.00	266.25		
2008	1,537.94	0.00	0.00	2,217.57	3,553.85	0.00	3,755.51	0.00	0.00	91.62 %	8.38 %

			0.00	0.00		0.00	0.00	0.00	297.95		
2007	1,562.60	0.00	0.00	554.83	1,883.60	0.00	2,117.43	0.00	0.00	91.59 %	8.41 %
			0.00	0.00		0.00	0.00	0.00	158.47		
2006	1,859.22	0.00	0.00	7,511.65	9,045.91	0.00	9,370.87	0.00	0.00	97.61 %	2.39 %
			0.00	0.00		0.00	0.00	0.00	215.85		
2005	1,220.48	0.00	0.00	395.41	1,583.99	0.00	1,615.89	0.00	0.00	89.57 %	10.43 %
			0.00	0.00		0.00	0.00	0.00	165.22		
2004	1,167.95	0.00	0.00	132.15	1,293.46	0.00	1,300.10	0.00	0.00	91.68 %	8.32 %
			0.00	0.00		0.00	0.00	0.00	107.65		
2003	909.62	0.00	0.00	509.91	1,334.00	0.00	1,419.53	0.00	0.00	91.27 %	8.73 %
			0.00	0.00		0.00	0.00	0.00	116.47		
2002	135.80	0.00	0.00	137.86	244.85	0.00	273.66	0.00	0.00	69.90 %	30.10 %
			0.00	0.00		0.00	0.00	0.00	73.69		
2001	131.41	0.00	0.00	4.13	114.50	0.00	135.54	0.00	0.00	5.87 %	94.13 %
			0.00	0.00		0.00	0.00	0.00	107.78		
2000	119.41	0.00	0.00	5.72	106.84	0.00	125.13	0.00	0.00	17.18 %	82.82 %
			0.00	0.00		0.00	0.00	0.00	88.48		
Subtot.	23,209.71	2.65	0.00	24,247.33	44,400.76	0.00	49,261.85	1.36	227.24	76.93 %	23.07 %
			0	1,804.81		0.00	0.00	227.24	10,241.86		

TAX DISTRICT: MINT HILL LEVY TYPE: TAX

2015	6,201,250.01	10,131.71	-0.82	69,726.85	5,851,213.37	6,450,893.49	0.00	0.00	837,823.54	22.31 %	77.69 %
			35.10	179,916.63		0.00	0.00	837,858.64	4,545,960.19		
2014	5,791,215.02	1,752.84	0.11	12,837.46	5,609,985.53	5,812,976.97	0.00	289.91	2,491.80	99.37 %	0.63 %
			1,739.68	8,924.49		0.00	0.00	4,231.48	35,414.34		
2013	5,718,131.77	2,702.16	0.00	5,867.71	5,504,459.91	5,726,697.56	0.00	64.16	-2,050.86	99.53 %	0.47 %
			2,703.82	2,698.08		0.00	0.00	652.96	25,732.56		
2012	5,662,797.95	4,482.00	0.00	16,553.46	5,461,697.69	5,765,060.73	0.00	72.53	-4,289.46	99.55 %	0.45 %
			4,496.97	85,709.32		0.00	0.00	207.51	24,564.91		
2011	5,673,909.72	8,070.30	0.00	9,241.61	5,378,753.75	5,700,662.42	0.00	70.76	-7,673.74	99.64 %	0.36 %
			8,115.00	17,511.09		0.00	0.00	441.26	19,562.15		

2010	5,118,690.81	0.00	0.00	17,717.18	5,127,938.83	5,165,668.74	0.00	53.74	119.75	99.50 %	0.50 %
			0.00	29,260.75		0.00	0.00	119.75	25,616.85		
2009	5,012,669.43	0.00	0.00	1,119.79	5,005,982.23	5,021,015.15	0.00	47.98	166.93	99.76 %	0.24 %
			0.00	7,225.93		0.00	0.00	166.93	12,002.07		
2008	4,804,965.61	0.00	0.00	17,907.96	4,816,204.02	4,824,762.21	0.00	0.00	0.00	99.77 %	0.23 %
			0.00	1,888.64		0.00	0.00	0.00	10,867.73		
2007	4,503,833.29	0.00	0.00	4,529.97	4,462,509.20	4,508,363.26	0.00	0.00	0.00	99.81 %	0.19 %
			0.00	0.00		0.00	0.00	0.00	8,389.66		
2006	4,144,511.82	0.00	0.00	34,034.25	4,161,985.14	4,178,546.07	0.00	0.00	0.00	99.80 %	0.20 %
			0.00	0.00		0.00	0.00	0.00	8,505.23		
2005	3,895,131.33	0.00	0.00	15,803.93	3,903,099.02	3,910,935.26	0.00	0.00	0.00	99.80 %	0.20 %
			0.00	0.00		0.00	0.00	0.00	7,948.49		
2004	3,631,356.78	0.00	0.00	28,923.83	3,651,252.24	3,660,280.61	0.00	0.00	0.00	99.84 %	0.16 %
			0.00	0.00		0.00	0.00	0.00	5,947.58		
2003	3,533,766.80	0.00	0.00	12,524.77	3,531,443.74	3,546,291.57	0.00	0.00	0.00	99.84 %	0.16 %
			0.00	0.00		0.00	0.00	0.00	5,811.08		
2002	77,647.79	0.00	0.00	516.10	77,620.98	78,163.89	0.00	0.00	0.00	96.22 %	3.78 %
			0.00	0.00		0.00	0.00	0.00	2,935.13		
2001	23,357.80	0.00	0.00	16.11	23,073.62	23,373.91	0.00	0.00	0.00	89.32 %	10.68 %
			0.00	0.00		0.00	0.00	0.00	2,465.03		
2000	29,281.21	0.00	0.00	70.94	29,169.23	29,352.15	0.00	0.00	0.00	89.24 %	10.76 %
			0.00	0.00		0.00	0.00	0.00	3,138.08		
Subtot.	63,822,517.14	27,139.01	-0.71	247,391.92	62,596,388.50	64,403,043.99	0.00	599.08	826,587.96	92.42 %	7.58 %
			17090.57	333,134.93		0.00	0.00	843,678.53	4,744,861.08		

TAX DISTRICT: MINT HILL LEVY TYPE: VEHICLE FEE

2015	90.00	0.00	0.00	0.00	90.00	0.00	0.00	0.00	20.00	22.22 %	77.78 %
			0.00	0.00		90.00	0.00	20.00	70.00		
2014	100.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		100.00	0.00	0.00	0.00		
2013	70.00	0.00	0.00	0.00	70.00	0.00	0.00	0.00	0.00	100 %	0 %

			0.00	0.00		70.00	0.00	0.00	0.00		
2011	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		10.00	0.00	0.00	0.00		
2010	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		10.00	0.00	0.00	0.00		
2006	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		10.00	0.00	0.00	0.00		
2005	60.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	100 %	0 %
			0.00	0.00		60.00	0.00	0.00	0.00		
Subtot.	350.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	20.00	80.0 %	20.0 %
			0	0.00		350.00	0.00	20.00	70.00		
Total	63,846,076.85	27,141.66	-0.71	271,639.25	62,641,139.26	64,403,043.99	49,261.85	600.44	826,835.20	92.41 %	7.59 %
			17,090.57	334,939.74		350.00	0.00	843,925.77	4,755,172.94		

Signature (Tax Collector) _____

Report Parameters:

Date Sent to Finance Start: 10/1/2015

Date Sent to Finance End: 10/31/2015

Abstract Type: RMV

Tax District: MINT HILL

Tax Year: ALL

Year For: 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991

Collapse Districts: N

Default Sort-By: Tax Year

Grouping: Tax District, Levy Type

Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Property Tax (\$)	Penalties (\$)	Int. Collect. (\$)	1.5% ADMIN	NET AMT DUE	Total Collect. (\$)	% Coll.	% Un-coll.
			Assessor Refunds (\$)	Additional Levy (\$)		Assmt Fees (\$)	Coll. Fees (\$)	Net Collect. (\$)			Unpaid Balance (\$)		

TAX DISTRICT: MINT HILL LEVY TYPE: TAX

2014	3,294.04	0.00	0.00	0.00	2,938.96	3,320.91	0.00	3.13			23.30	97.10 %	2.90 %
			0.00	26.87		0.00	0.00	23.30			85.21		
2013	322,077.93	0.00	0.00	0.00	317,114.93	322,077.93	0.00	48.95			285.44	97.79 %	2.21 %
			0.00	0.00		0.00	0.00	285.44			6,995.63		
2012	550,264.19	0.00	0.00	0.00	542,323.54	550,419.11	0.00	0.00			0.00	98.44 %	1.56 %
			0.00	154.92		0.00	0.00	0.00			8,471.12		
2011	513,213.51	0.00	0.00	0.00	506,501.35	513,307.88	0.00	0.00			0.00	98.83 %	1.17 %
			0.00	94.37		0.00	0.00	0.00			5,901.71		
2010	488,951.08	0.00	0.00	0.00	481,869.52	489,518.80	0.00	0.00			0.00	98.46 %	1.54 %
			0.00	567.72		0.00	0.00	0.00			7,411.19		
2009	501,368.74	0.00	0.00	0.00	494,162.07	502,170.92	0.00	6.72			18.57	98.59 %	1.41 %
			0.00	802.18		0.00	0.00	18.57			6,991.93		
2008	542,235.83	0.00	0.00	0.00	534,007.05	542,859.70	0.00	9.95			25.08	98.74 %	1.26 %
			0.00	623.87		0.00	0.00	25.08			6,752.47		
2007	570,743.61	0.00	0.00	0.00	555,961.15	573,148.45	0.00	0.00			0.00	97.92 %	2.08 %
			0.00	2,404.84		0.00	0.00	0.00			11,585.04		
2006	545,204.67	0.00	0.00	0.00	538,006.19	549,611.45	0.00	0.00			0.00	98.18 %	1.82 %
			0.00	4,406.78		0.00	0.00	0.00			9,782.54		

2005	228,095.33	0.00	0.00	0.00	223,747.26	229,740.47	0.00	0.00			0.00	97.77 %	2.23 %
				0.00	1,645.14	0.00	0.00	0.00			4,988.84		
Subtot.	4,265,448.93	0.00	0.00	0.00	4,196,632.02	4,276,175.62	0.00	68.75	1.03	67.72	352.39	98.36 %	1.64 %
			0	10,726.69		0.00	0.00	352.39	5.29	347.10	68,965.68		
TAX DISTRICT: MINT HILL LEVY TYPE: VEHICLE FEE													
2014	690.00	0.00	0.00	0.00	689.12	0.00	0.00	1.55			11.55	94.20 %	5.80 %
				0.00	10.00	700.00	0.00	11.55			40.00		
2013	111,822.63	0.00	0.00	0.00	110,798.20	0.00	0.00	10.54			60.54	96.65 %	3.35 %
				0.00	0.00	111,822.63	0.00	60.54			3,712.64		
2012	197,645.01	0.00	0.00	0.00	195,899.90	0.00	0.00	0.00			4.72	97.27 %	2.73 %
				0.00	30.00	197,675.01	0.00	4.72			5,341.61		
2011	193,644.99	0.00	0.00	0.00	192,190.64	0.00	0.00	0.00			0.00	97.85 %	2.15 %
				0.00	10.00	193,654.99	0.00	0.00			4,132.82		
2010	189,020.83	0.00	0.00	0.00	187,610.80	0.00	0.00	0.00			0.00	97.33 %	2.67 %
				0.00	80.00	189,100.83	0.00	0.00			5,006.13		
2009	189,032.51	0.00	0.00	0.00	187,555.64	0.00	0.00	5.68			15.68	97.48 %	2.52 %
				0.00	180.00	189,212.51	0.00	15.68			4,735.06		
2008	192,005.00	0.00	0.00	0.00	190,299.40	0.00	0.00	6.58			16.58	97.78 %	2.22 %
				0.00	170.00	192,175.00	0.00	16.58			4,221.20		
2007	192,756.67	0.00	0.00	0.00	190,799.54	0.00	0.00	1.19			2.86	96.78 %	3.22 %
				0.00	810.00	193,566.67	0.00	2.86			6,152.50		
2006	186,370.85	0.00	0.00	0.00	184,544.72	0.00	0.00	0.00			0.00	96.79 %	3.21 %
				0.00	708.33	187,079.18	0.00	0.00			5,923.20		
2005	74,844.73	0.00	0.00	0.00	73,872.50	0.00	0.00	0.00			0.00	96.26 %	3.74 %
				0.00	277.52	75,122.25	0.00	0.00			2,761.69		
Subtot.	1,527,833.22	0.00	0.00	0.00	1,514,260.46	0.00	0.00	25.54	0.38	25.16	111.93	97.22 %	2.78 %
			0	2,275.85		1,530,109.07	0.00	111.93	1.68	110.25	42,026.85		
Total	5,793,282.15	0.00	0.00	0.00	5,710,892.48	4,276,175.62	0.00	94.29	1.41	92.88	464.32	98.06 %	1.94 %
			0.00	13,002.54		1,530,109.07	0.00	464.32	6.96	457.36	110,992.53		

Signature (Tax Collector) _____



WORLD PANCREATIC CANCER DAY

WHEREAS, in 2015, an estimated 48,960 people will be diagnosed with pancreatic cancer in the United States and 40,560 will die from the disease; and,

WHEREAS, pancreatic cancer is one of the deadliest cancers, it is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and,

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just seven percent; and,

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 93 percent of pancreatic cancer patients die within the first five years; and,

WHEREAS, approximately 1,200 deaths will occur in North Carolina in 2015; and,

WHEREAS, pancreatic cancer is the 7th most common cause of cancer-related death in men and women across the world; and,

WHEREAS, there will be an estimated 367,000 new pancreatic cancer cases diagnosed globally in 2015; and,

WHEREAS, the good health and well-being of the residents of Mint Hill are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments;

NOW, THEREFORE, BE IT RESOLVED that I, Ted H. Biggers, Jr. by virtue of the authority vested in me as Mayor of the Town of Mint Hill, do hereby proclaim November 13, 2015 as

WORLD PANCREATIC CANCER DAY

in the Town of Mint Hill, North Carolina and commend its observance to all citizens.

Witness my hand and seal of the Town of Mint Hill on this 15th day of October, 2015.

Ted H. Biggers, Jr., Mayor



Planning Board Transmittal

CASE:	ZC15-7
MEETING DATE:	OCTOBER 19, 2015
MEMBERS PRESENT:	ROY FIELDING TOM GATZ CHIP TODD ROGER HENDRIX
RECOMMENDATION:	FAVORABLE
Mr. Fielding made a favorable motion on #ZC15-7 Filed by Keith Paris, Requesting Conditional Zoning to allow a Private Street with Entry Gate, Property Located at Volte Drive in Cheval, Portions of Parcel #195-051-96 and #195-222-09. Mr. Todd seconded the motion and the Board unanimously agreed.	



STAFF REPORT

CASE:	ZC15-7
EXISTING ZONING	R
REQUEST:	R (CD)
APPLICANT:	KEITH PARIS
PROPERTY OWNER	HUNTER'S JUMP ASSOCIATES LLC AND BAINS FARM INC
LOCATION	VOLTE DR IN CHEVAL (FORMERLY AN EXTENSION OF HOLLOW OAK DR)
TAX MAP NUMBER	PORTIONS OF 195-051-96 & 195-222-09

EXECUTIVE SUMMARY:

The applicant is requesting Conditional District approval to allow a private street with entry gate on Volte Dr.

According to [Section 6.1.2 Lot Design Standards](#) public street frontage is required for each lot.

Conditional District rezoning is a legislative procedure under which the Board of Commissioners has the authority to increase, tighten, add, vary, modify or waive specific conditions or standards. In approving a petition for the rezoning of property to a Conditional District the Board of Commissioners may request reasonable and appropriate conditions.

RECOMMENDATION:

STAFF RECOMMENDS APPROVAL

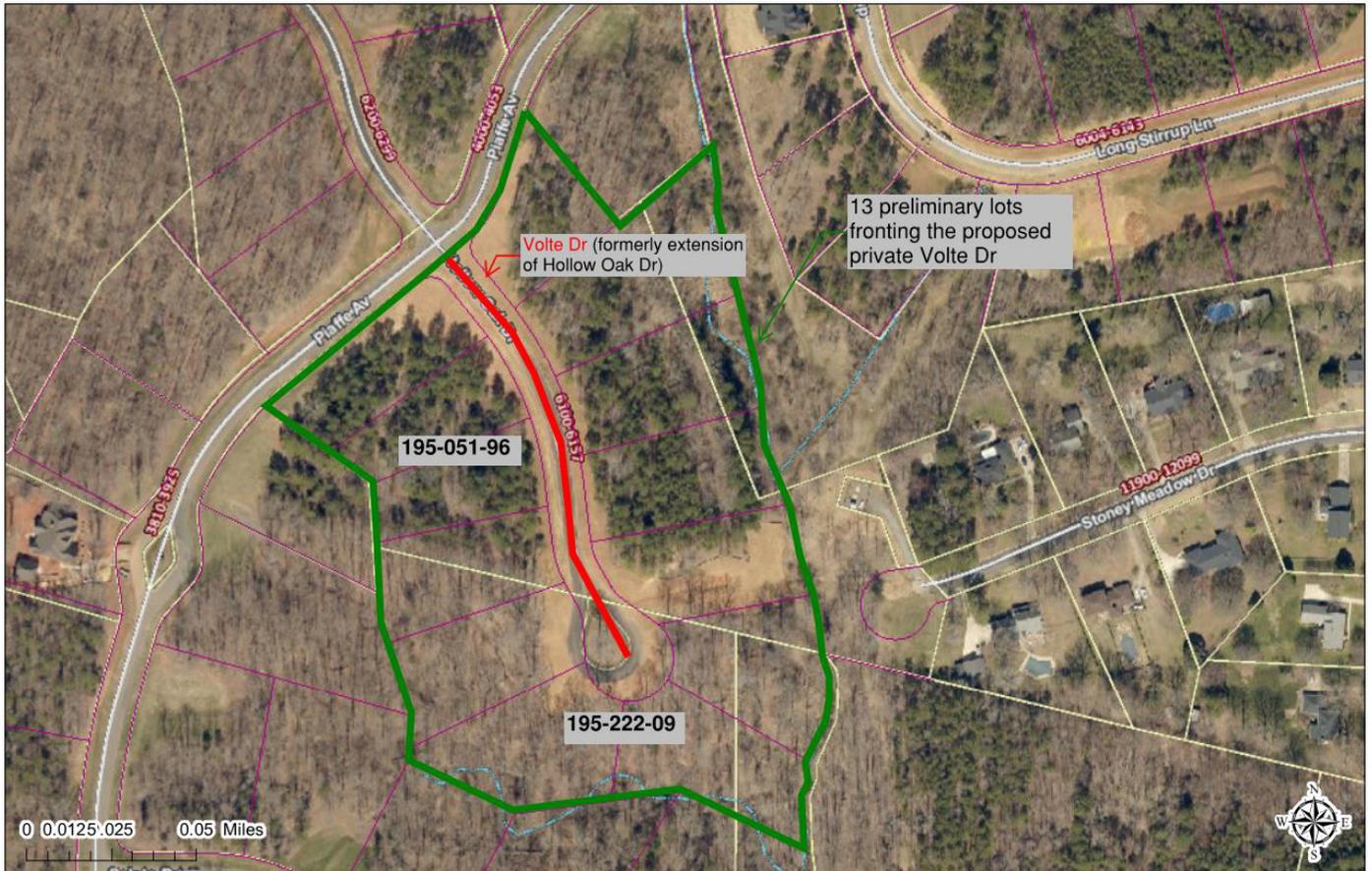
STAFF CONTACT:

Planning Staff
704-545-9726

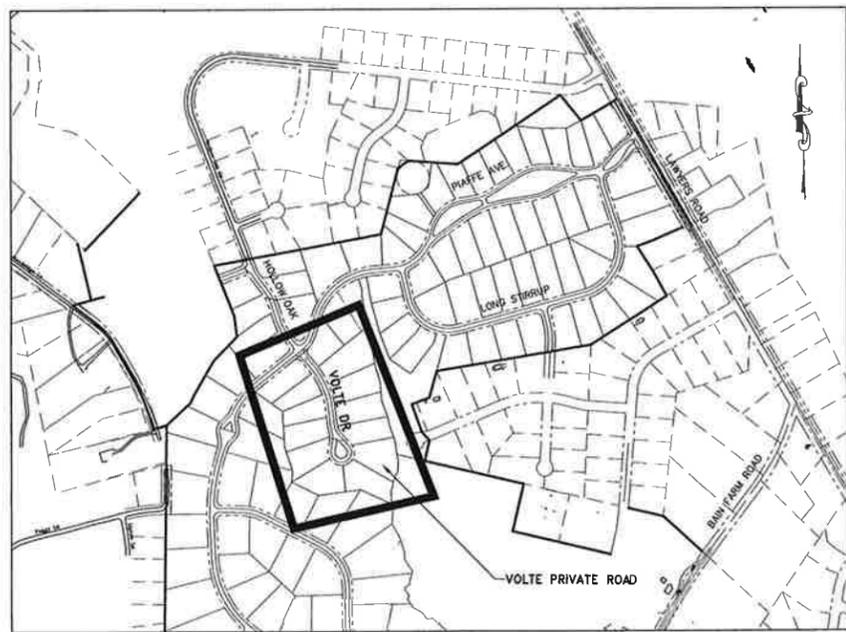
Polaris 3G Map – Mecklenburg County, North Carolina

ZC15-7 Private Street & Gate on Volte Drive

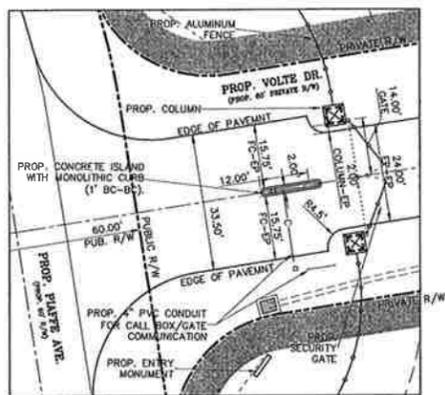
Date Printed: 9/29/2015 12:52:06 PM



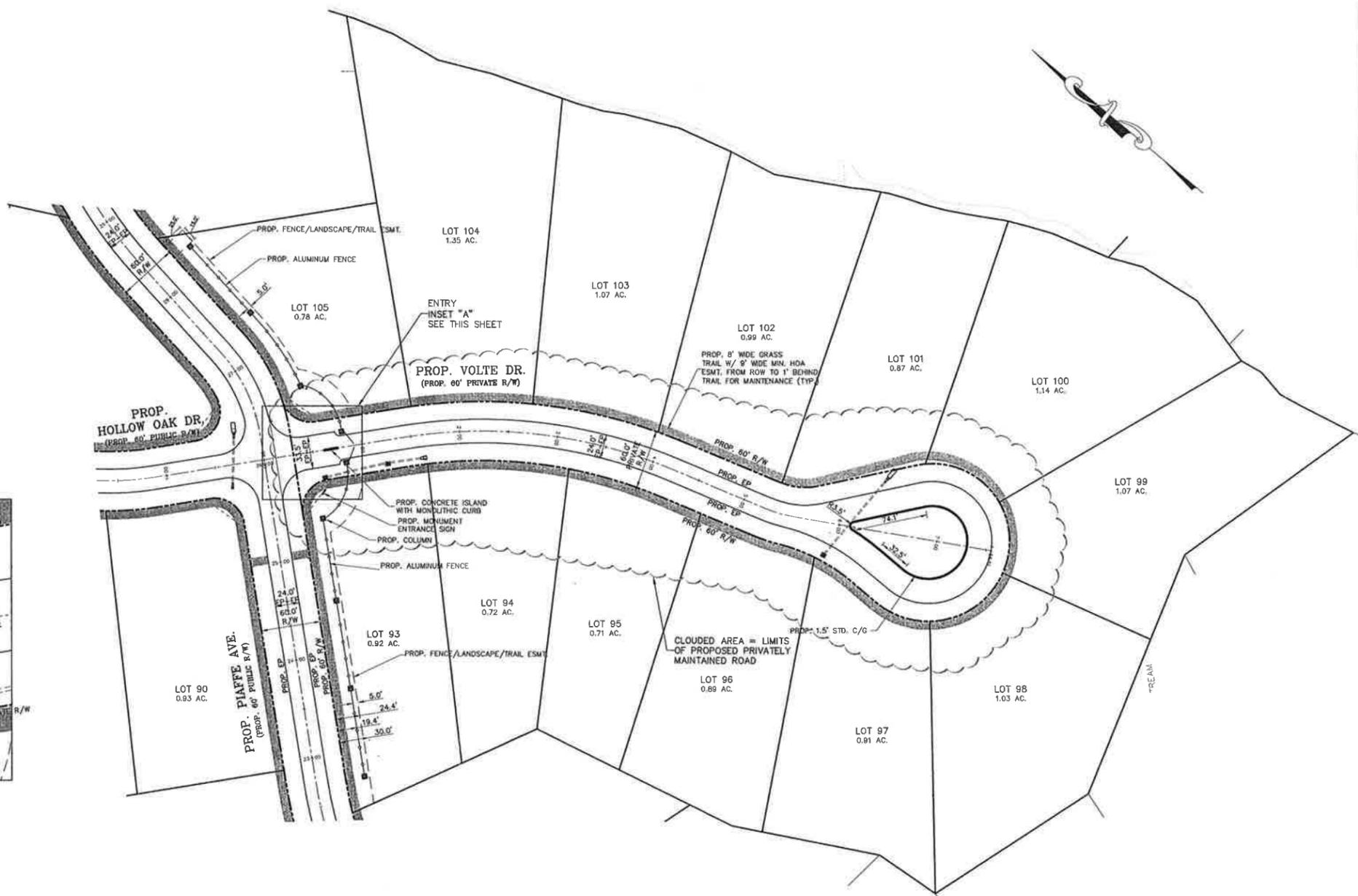
This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.



VICINITY MAP
SCALE: 1" = 500'

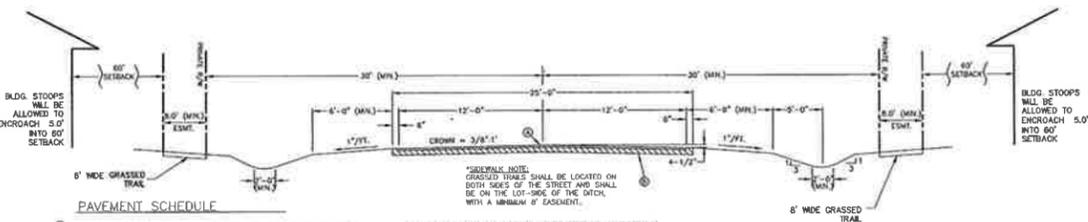


PRIVATE ENTRY
INSET "A"
SCALE: 1"=20'



PRIVATE STREET NOTES

1. PRIVATE STREET SHALL BE CONSTRUCTED TO PUBLIC STREET STANDARDS PER MINT HILL UNIFIED DEVELOPMENT ORDINANCE.
2. THE TOWN OF MINT HILL WILL NOT PLOW/SNOW/ICE FROM PRIVATE STREET.
3. THE TOWN OF MINT HILL WILL NOT MAINTAIN PRIVATE STREET OR STORM DRAINAGE W/IN PRIVATE STREET.
4. DEVELOPER WILL ESTABLISH A HOA FOR THE PRIVATE STREET ALONG WITH A RESERVE ACCOUNT TO FUND ANY REQUIRED MAINTENANCE.
5. THE HOA AND/OR DEVELOPER WILL COORDINATE WITH EMERGENCY RESPONSE DEPARTMENTS AND TRASH COLLECTION AGENCY TO COORDINATE ENTRY THROUGH PRIVATE GATE.
6. THE TOWN OF MINT HILL EMERGENCY RESPONSE DEPARTMENTS WILL NOT BE HELD RESPONSIBLE FOR ANY DELAYS THAT ARE A DIRECT RESULT OF MALFUNCTIONS GATE.
7. DEVELOPER WILL DISCLOSE ALL PRIVATE ROAD RESTRICTIONS TO HOMEBUILDERS. FURTHERMORE, ALL RESTRICTIONS WILL BE SHOWN ON THE RECORDED FINAL PLAN.



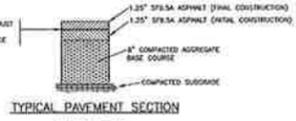
PAVEMENT SCHEDULE

- ① 2 1/2" BITUMINOUS CONCRETE SURFACE COURSE, TYPE SF9.5A TO BE PLACED IN TWO 1.25" LIFTS
- ② 8" COMPACTED AGGREGATE BASE COURSE

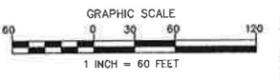
PAVEMENT NOTES:

1. SIGNIFICANT MUST BE TESTED BY AN INDEPENDENT TESTING LAB AND HAVE A DENSITY OF 100% BY ACCORDANCE WITH ASTM-T96 BASE COURSE MUST HAVE A DENSITY OF 100% FOR R.O.C. AND 100% FOR 1.25" IN ACCORDANCE WITH ARCHITECTURE SURFACE COURSE SHALL BE COMPACTED TO A DENSITY OF 98%. ALL TESTS TO BE CONDUCTED BY AN INDEPENDENT TESTING FIRM AT THE DEVELOPER'S EXPENSE, AND THE RESULTS SENT TO WILCOX COUNTY ENGINEERING DEPARTMENT AND TO THE STREET MAINTENANCE DEPARTMENT FOR THE TOWN.
2. FINAL ONE (1) INCH OF ASPHALT TO BE APPLIED WHEN DEVELOPMENT HAS SOLE OCCUPANCY, BUT NO LATER THAN ONE YEAR AFTER FINAL PAVEMENT CONSTRUCTION.
3. PRIVATE ROADS SHALL BE CONSTRUCTED TO PUBLIC ROAD STANDARDS REQUIRED IN CURRENT VERSION OF MINT HILL UNIFIED DEVELOPMENT ORDINANCE.

PRIVATE RESIDENTIAL STREET X-SECTION



TYPICAL PAVEMENT SECTION

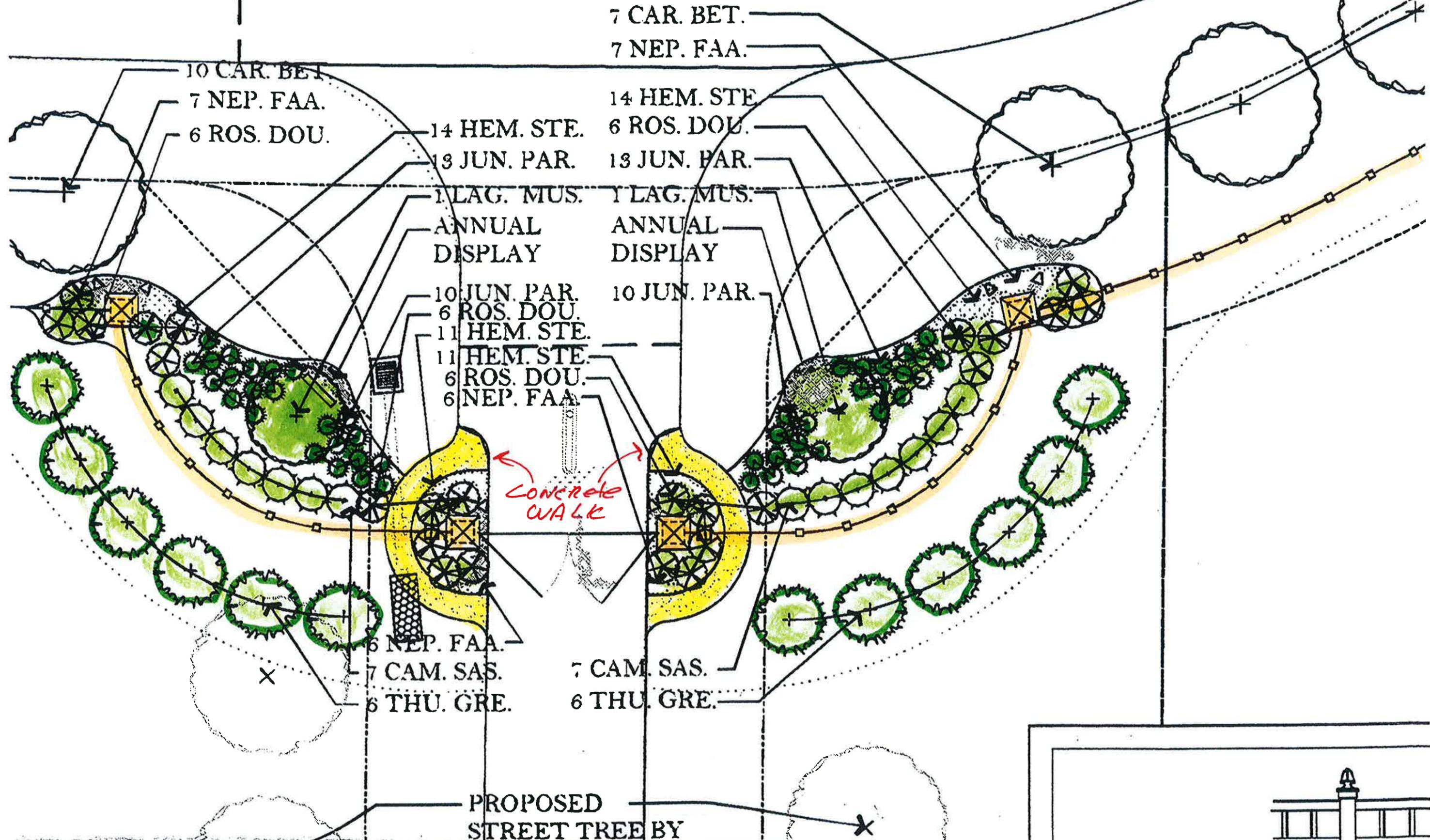


Project: CHEVAL SUBDIVISION PHASE 5 MINT HILL, NORTH CAROLINA			
Title: ZONING PLAN			
File # 05170-S0WC	Date: 09/14/15	Project Egr: ABC	
Design By: ABC		Drawn By: ABC	
Scale: 1" = 60'		RZ1.0	
8720 RED OAK BOULEVARD, SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335			

NO.	BY	DATE	REVISION
1	ABC	09/14/15	CONDITIONAL REZONING FOR PRIVATE VOLTE DR



TREES BY OTHERS (TYP.)



10 CAR. BET.
7 NEP. FAA.
6 ROS. DOU.

14 HEM. STE.
13 JUN. PAR.

7 CAR. BET.
7 NEP. FAA.

14 HEM. STE.
6 ROS. DOU.
13 JUN. PAR.

1 LAG. MUS.
ANNUAL
DISPLAY

1 LAG. MUS.
ANNUAL
DISPLAY

10 JUN. PAR.
6 ROS. DOU.
11 HEM. STE.
11 HEM. STE.
6 ROS. DOU.
6 NEP. FAA.

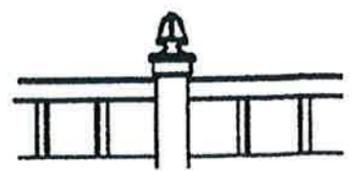
10 JUN. PAR.

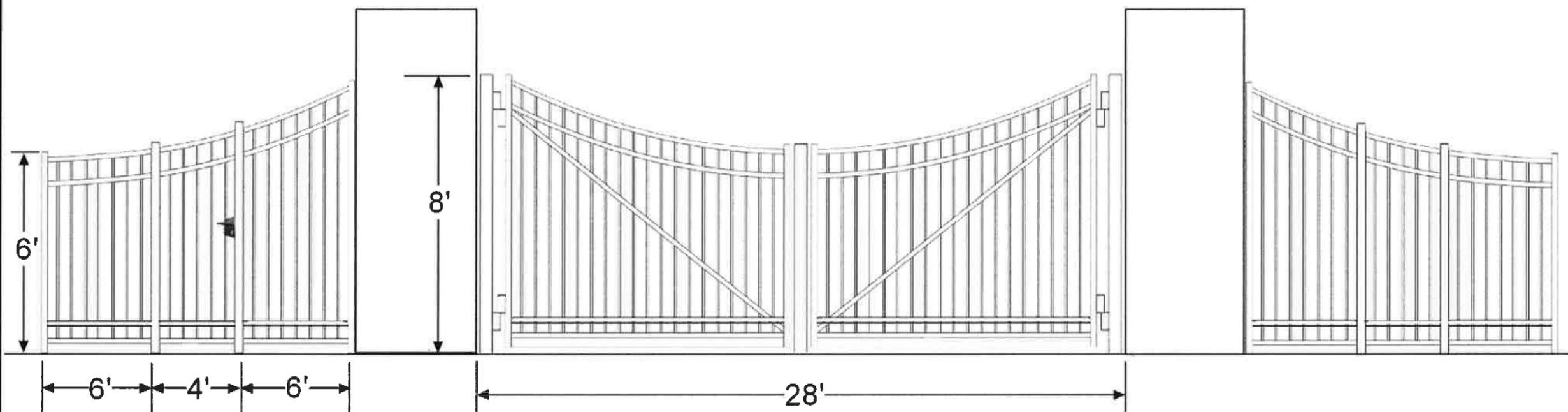
Concrete
WALK

6 NEP. FAA.
7 CAM. SAS.
6 THU. GRE.

7 CAM. SAS.
6 THU. GRE.

PROPOSED
STREET TREE BY





N.T.S.



HARTSELL BROTHERS FENCE CO., INC.
AUTOMATED SECURITY GATE SYSTEMS
WWW.HARTSELL-FENCE.COM

704-399-5012

1-800-914-2404

THE ENCLAVE AT CHEVAL

**4 RAIL DOUBLE GATE AND
 SIDE TRANSITION PIECE DETAIL**

BY: MHK

DATE: 06-15-15

REV: B



Planning Board Transmittal

CASE:	ZC15-8
MEETING DATE:	OCTOBER 19, 2015
MEMBERS PRESENT:	ROY FIELDING TOM GATZ CHIP TODD ROGER HENDRIX
RECOMMENDATION:	FAVORABLE
Mr. Fielding made a favorable motion on #ZC15-8, Filed by Town of Mint Hill, Text Amendment Regarding Design-Dependent Provisions. Mr. Hendrix seconded the motion. Mr. Todd and Mr. Gatz agreed with the favorable motion. Mr. Fielding abstained.	



STAFF REPORT

CASE:	ZC15-8
REQUEST:	TEXT AMENDMENT REGARDING DESIGN-DEPENDENT PROVISIONS
APPLICANT:	TOWN OF MINT HILL

EXECUTIVE SUMMARY:

The purpose of the amendment is to comply with the New Legislation (SL2015-86) by providing that the Existing Design-Dependent Provisions shall no longer be applied to any residential development in Mint Hill without the voluntary consent of the owner(s). The Permitted Residential Standards remain unchanged by the New Legislation and residential development is permitted pursuant to and in accordance with the Permitted Residential Standards.

STAFF CONTACT:

Planning Staff
704-545-9726

DRAFT

Voluntary Residential Development

Section 3.8

Background; Statement of Purpose.

Session Law 2015- 86 (the “New Legislation”) amends N.C.G.S. 160-381 and provides that “Any zoning and development regulation ordinance relating to building design elements...may not be applied to [residential] structures subject to regulation under the North Carolina Residential Code for One and Two family dwellings.” The New Legislation expressly states that it “clarifies and restates the intent of existing law and applies to ordinances adopted before, on, and after the effective date.” The New Legislation does create some exceptions to the general prohibition of design regulation of residential structures including when the design standards are voluntarily consented to by the owners of the property.

The Town’s Unified Development Ordinance (UDO) includes several sections that include regulation of building design elements of residential structures as an integral and essential part thereof. These ordinances that include regulation of building design elements of residential structures as an integral and essential part thereof are:

- Section 7.12 *Special Requirements for One-Family Dwellings with Zero Lot Line*
- Section 7.3.3. *Special Requirements for Conservation Subdivisions.*
- Section 7.4 *DO-A and DO-B Overlay Districts (Downtown Overlay Code)*
- *ZC13-4 Mint Hill Commons*

(collectively the “Existing Design-Dependent Provisions”; each an “Existing Design-Dependent Provision”).

All of the Existing Design-Dependent Provisions were initially adopted and approved by the Town Board based on the understanding that it was legally permissible to regulate building design elements of residential structures. Moreover, those sections of the Existing Design-Dependent Provisions regulating building design elements are of such import that implementing the other sections of the Existing Design-Dependent Provisions without the building design elements would cause results not contemplated or desired by the Town when such ordinances were adopted and are not contemplated or desired by the Town now.

There are existing sections of the UDO that permit residential development that do not include regulation of building design elements of residential structures as an integral and essential part thereof (i.e. are not the Existing Design Dependent Provisions) and which accordingly are not affected by the New Legislation (the “Permitted Residential Standards”).

The purpose of this ordinance is to comply with the New Legislation by providing that the Existing Design-Dependent Provisions shall no longer be applied to any residential development in Mint Hill without the voluntary consent of the owner(s). The Permitted Residential Standards remain unchanged by the New Legislation and residential development is permitted pursuant to and in accordance with the Permitted Residential Standards.

A. Existing Design-Dependent Provisions No Longer Applicable to Residential Development Unless Voluntarily Consented to by the Owners; Permitted Residential Standards Remain Applicable. All Existing Design-Dependent Provisions shall no longer be applied to any residential development without the voluntary consent of the owner(s). Owners that desire to voluntarily comply with Existing Design-Dependent Provisions and develop pursuant to and in accordance with the Existing Design-Development Provisions may do so as set forth herein. The Permitted Residential Standards remain applicable and Owners that do not desire to voluntarily comply with Existing Design-Dependent Provisions may develop pursuant to and in accordance with the Permitted Residential Standards.

B. Development Previously Approved Pursuant to Existing Design-Dependent Provisions; Previous Voluntary Compliance; Vested to Continue in Accordance with the Applicable Existing Design-Dependent Provision.

- i. Any completed residential structures developed pursuant to any of the Existing Design-Dependent Provisions shall be considered to be structures for which owners have voluntarily complied with the Existing Design-Dependent Provisions and accordingly shall be vested and allowed to continue in accordance with the applicable Existing Design-Dependent Provisions.
- ii. Residential structures under construction in developments approved pursuant to an Existing Design-Dependent Provision shall also be considered to be structures for which owners have voluntarily complied with the Existing Design-Dependent Provisions and accordingly shall be vested and allowed to continue in accordance with the applicable Existing Design-Dependent Provisions.
- iii. Proposed residential development for which there has been a Site Plan approval pursuant to an Existing Design-Dependent Provision shall also be considered to be development for which owners have voluntarily complied

with the Existing Design-Dependent Provisions and accordingly shall be vested and allowed to continue in accordance with the applicable Existing Design-Dependent Provisions.

- C. **New Development; Simple Process to Confirm Voluntary Compliance.** For any new development, an owner may elect to voluntarily comply with an Existing Design-Dependent Provision. Any owner that desires to develop in accordance with an Existing Design-Dependent Provision and accordingly desires to voluntarily comply therewith, shall provide written statement to that effect to the Administrator confirming and then shall be permitted to develop pursuant to and in accordance with the applicable Existing Design Dependent Provisions. Any approved Site Plans shall include written confirmation of the same. Additionally, the conditional district zoning process remains available for owners that desire to voluntarily propose residential development plans not contemplated by the Permitted Residential Standards.

DRAFT

AGENDA ITEM #10

APPOINTMENT OF THREE DIRECTORS TO THE ALLIANCE OF SOUTH CHARLOTTE COMMUNITIES BOARD OF DIRECTORS.

The Bylaws state the following:

3.03 Right to Appoint Directors. Each Member's governing body shall annually appoint three directors to the Board of Directors consisting of: one elected official from the Member's governing body, one at-large selection and the Member's chief administrative officer or his designee.

POSITION	CURRENT APPOINTEES	NEW APPOINTEES
Elected Official	Lloyd Austin	
At-Large Business Member	Tony Long	
Town Manager or designee	Lee Bailey	