

Order of Business - G. S. 166A-19.24 Remote Meetings

Friday, December 4, 2020

Call to Order

Consent Agenda/ Adjustments (vote)

Regular Agenda:

6.a – Award of Contract (vote)

6.b – Public Hearing: Rezoning N. Church Street

- Mayor opens the public hearing
- Staff presentation, applicant presentation, and questions from Board members
- Receive public comment
- Mayor closes the public hearing, and asks for a motion to postpone consideration of the matter until December 7th

Monday, December 7, 2020

Public Comment

Call to Order

Presentation: Bob Taylor with Potter & Company

Regular Agenda:

6.b – Public Hearing – Rezoning N. Church Street

- Mayor **reopens** the public hearing and considers any comments received within 24 hours after the hearing was closed.
- Deliberation and vote

Manager's Report

Closed Session





Agenda
Town of Mooresville
Board of Commissioners
December 4 & 7, 2020
8:30 AM - Virtual Attendance

1. Public Comment

2. Call to Order

Invocation

Pledge of Allegiance

3. Presentations

3.a Bob Taylor with Potter & Company will present the Audited Financial Report.

4. Adjustments to the Agenda

4.a Closed Session:

(ADD) Acquisition of Property - G.S. 143-318.11(a)(5)

5. Consent Agenda

5.a Consider approving the Minutes and the Closed Session Minutes from the October 5, October 19, November 2, and November 16, 2020 Board of Commissioners meetings, and the Minutes from the November 13, 2020 Board of Commissioners Mid-Year Retreat.

5.b Consider the following adjustments to the Town Tax Scroll for 2020. (pages 4-6)

Releases: \$12,481.16

Additions: \$37,269.97

Vehicles: \$298,29664

[Auto-Color0262.pdf](#)

5.c Consider authorizing the Town Clerk to certify the annexation petition received for 1761 Mecklenburg Highway and 190 Eastport Lane as shown on the attached application received from Kathy L. Holthouser et.al. (pages 7-10)

[1761 Mecklenburg Highway.pdf](#)

[Resolution Directing the Clerk to Investigate - Contiguous\(DEC 2020\)](#)

[HOLTHOUSER ADDITION.pdf](#)

- 5.d Consider the following action as required by General Statutes to voluntarily annex 13 parcels into the corporate limits of the Town of Mooresville:
1. Approve the Certificate of Sufficiency for annexation petitions received for properties listed on the attached to be annexed December 30, 2020.
 2. Consider the adoption of a Resolution calling for a public hearing to be held on December 18, 2020 to adopt annexation ordinances for all petitions received and certified. (pages 11-18)
[Town Board Annexations 12-4-2020 Packet.pdf](#) [Certificate of Sufficiency- December 2020\(contiguous\).pdf](#) [Certificate of Sufficiency- December 2020\(satellite\).pdf](#)
[Annexation Resolution- Fixed Public Hearing- DECEMBER 2020 \(FINAL\).pdf](#)
- 5.e Consider approving a Resolution adopting the Iredell County Hazard Mitigation Plan. A copy of the Hazard Mitigation Plan is available for review at the following link: <https://iredellcounty.sharefile.com/d-s964da4e80b74a158> (pages 19-22)
[FEMA Letter - no signature.pdf](#)
[Hazard_Mitigation_Plan_Adoption.pdf](#)
- 5.f Consider accepting the following streets in Eden Park for maintenance, releasing Performance and Maintenance Bonds, and reducing the posted speed limit to 25 MPH:
- Eden Avenue - 1,477 LF
 - Kennerly Avenue - 533 LF
- All work has been performed and inspected in accordance with Town Land Development Standards and is found to be acceptable.
- 5.g Consider approving the purchase of Cisco Catalyst 9400 series switches to replace the existing switching infrastructure in the Town Hall Data Center from Internetwork Engineering in the amount of \$59,041.90. This purchase will utilize State of NC IT convenience contract 204X - IT Infrastructure Solutions. (pages 23-24) [QT-000025651-1 \(Town Hall - Core Network Switch 2020-11-04\)-C.pdf](#)
- 5.h Consider adopting a resolution authorizing the Town Manager or designee to exempt in writing certain professional design services under \$50,000 from the qualifications based selection process. This will allow the Town Manager or designee to exempt smaller design services projects from qualified based selection to allow the project to move forward in a more efficient manner. (page 25)
[Resolution - Mini Brooks Act.pdf](#)
- 5.i Consider approving a three year contract in the amount of \$155,620 with Swim Club Management Group to provide personnel, maintenance, and off-season service for the War Memorial pool. (pages 26-43)
[War Memorial 2021-2023 Edit.11.16. 20 .pdf](#)

- 5.j Consider accepting with appreciation donations received from various corporate partners for the Officer Jordan H. Sheldon Memorial Dog Park in the total amount of \$30,000 and amending the budget accordingly. (page 44)
[Copy of GF - Rec Admin 12.06.20 donations for Officer Sheldon memorial dog park.xlsx](#)

6. Regular Agenda

- 6.a Consider awarding a Construction Contract for the West Wilson Improvements Project to Mountaineer Contractors Inc. for an amount not to exceed \$4,628,369.97 and approve corresponding 2019 Street Bond Holding, Stormwater and West Wilson Project Ordinance amendments. Approximately 6050 LF of roadway improvements including pavement reconstruction and the addition of curb and gutter, 8'-10' wide multi-use path, and 2 pedestrian bridges along W. Wilson Avenue from US-21 to S. Broad Street. The project will include grading, paving, drainage, structures, curb and gutter, traffic control, pavement markings, and erosion control.

[West Wilson.pdf](#)

[W._Wilson_Bid_Tab - no sign.pdf](#)

[2019 Street Bond Holding Amendment 15 12.07.20.docx](#)

[2019 Street Bond Holding Amendment 15 12.07.20.xlsx](#)

[GFCP - W Wilson 12.07.20 transfer from Stormwater for Improvements.xlsx](#)

[SW - Stormwater 12.07.21 W Wilson, Mountaineer Contractors.xlsx](#)

[West Wilson Amendment 9 12.07.20.docx](#)

[West Wilson Amendment Attachment 9 12.07.20.xlsx](#)

- 6.b Consider a REZONING request from MV2 Investments, LLC and Vinny Giglio for properties located between North Church and Clover Streets to go from Neighborhood Mixed Use (NMX) and Town Center (TC) to entirely TC to facilitate the development of a parking lot.

[Town Board ZC-2020-22 Clover St Packet 12-4-2020.pdf](#)

7. Manager's Report

8. Closed Session

- Consult with Attorney- G.S. 143-318.11(a)(3)
- Economic Development- G.S. 143-318.11(a)(4)
- Personnel- G.S. 143-318.11(a)(6)

9. Adjournment

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
10/20/2020	102120	SEPTEMBER 2020 DMV VPT COLLECTIONS SEPTEMBER 2020 DMV VPT COLLECTIONS IN THE AMOUNT OF \$309,676.86 & D/T \$455.31 LESS BILLING COSTS OF \$10,014.01 & D/T \$14.72 PLUS INTEREST OF \$143.34 & D/T \$.21 LESS REFUNDS OF \$1,509.55 = \$298,737.44	\$298,737.44

Vendor No.	Vendor Name	EFT No.	EFT Date	EFT Amount
74800	MOORESVILLE, TOWN OF	90075607	10/22/2020	\$298,737.44

Electronic Fund Transfer (EFT) is now available for payments instead of a check.

Call 704-878-3042 for info.



Iredell County

P.O. Box 788
Statesville, NC 28687

Vendor
Number
74800

EFT
Date
10/22/2020

EFT
Number
90075607

This disbursement has been approved
as required by the Local Government
Budget and Fiscal Control Act.

\$298,737.44

Two Hundred Ninety-eight Thousand Seven Hundred Thirty-seven Dollars and 44 Cents

Pay MOORESVILLE, TOWN OF
To the PO BOX 878
Order Of MOORESVILLE, NC 28115

**EFT COPY
NON-NEGOTIABLE**

COLLECTIONS ACTIVITY FOR OCTOBER 2020.
 IREDELL COUNTY

	ADVL	PEN	SUBTOTAL	CI03 MOORESVILLE RELEASES		ADVT	INT	DMV	PAGE: 1
				DOWNTOWN	PEN				TOTAL
2008									
2009									
2010									
2011									
2012									
2013									
2014									
2015									
2016									
2017									
2018	31.41	3.14	34.55	8.66	0.87				44.08
2019	192.12	13.31	205.43	7.87	0.79				214.09
2020	11,814.72	426.46	12,241.18	8.04	0.80				12,250.02
2021									
TOTALS:	12,038.25	442.91	12,481.16 ●	24.57	2.46				12,508.19

COLLECTIONS ACTIVITY FOR OCTOBER 2020.
IREDELL COUNTY

	ADVL	PEN	SUBTOTAL	CI03 MOORESVILLE ADDITIONS DOWNTOWN	PEN	ADVT	INT	DMV	TOTAL
2008									
2009									
2010									
2011									
2012									
2013									
2014									
2015									
2016									
2017									
2018									
2019									
2020	30,691.30	6,578.67	37,269.97						37,269.97
2021									
TOTALS:	30,691.30	6,578.67	37,269.97						37,269.97



UTILITY EXTENSION/ANNEXATION APPLICATION

SHADED AREAS FOR STAFF USE ONLY

FILING DATE

HEARING DATE

CASE #

FEE: \$200 PER PARCEL

* FEES PER TOWN OF MOORESVILLE BUDGET ORDINANCE

PROPERTY & CONTACT INFORMATION

Property Owner/Applicant Name: Kathy L. Holtbouser (EXC) Linda J. Holtbouser

Property Address: 1761 MECKLENBURG HWY, MOORESVILLE N.C. 28115

Phone Number: 704.402.0186 Total Acreage: 73.06 # of Residents: 1

Reason for Request: Failing Water System (Documentation Required) Expansion of Existing Use
(Check all that apply) New Development/Change of Existing Use Jurisdictional Release from the County
 Other _____

PIN(S): 4655-32-1098 The property is: Contiguous Noncontiguous to town limits
4655-23-1115

Is the Property Currently in the Mooresville Town Limits: Yes No
If not, the applicant must complete a voluntary annexation (below) with the Town of Mooresville. Upon Town Board approval of utility extension, the applicant must petition Iredell County for release of jurisdiction within **60 days** of the date of utility extension approval. The applicant must provide proof of the release of jurisdiction to the Mooresville Planning and Community Development Department before the development review process can continue. **If the release of jurisdiction is not submitted in the allotted time, the utility extension will be rescinded.**

Kathy Lynn Holtbouser (EXC) Kathy Lynn Holtbouser
Property Owner (Print) Signature

Has any vested right under North Carolina General Statutes been established for the property subject to this annexation petition by Iredell County? If so, please explain.

N/A

I give the Town of Mooresville to use drone technology to collect data relevant to this case.

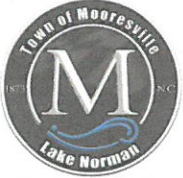
Kathy L. Holtbouser (EXC) 8-6-2020
Signature Date

I certify that all of the information presented by me is accurate to the best of my knowledge, information, and belief.

Kathy L. Holtbouser (EXC) 8-6-2020
Signature Date

NOTE: CURRENT TOWN POLICY DOES NOT ALLOW EXTENSION OF SEWER ALONE

190 Eastport Lane, Mooresville, N.C. 28115



UTILITY EXTENSION/ANNEXATION APPLICATION

Kathy L. Holt-Houser personally appeared before me this day and acknowledged the witness by my hand and official seal this 6th day of August, 2020.

My commission expires 7/18/2024
Lindsay Hatley
Notary Public



IF THE APPLICANT IS NOT THE OWNER OF THE PROPERTY, indicate the owner's name and address, along with a notarized letter signed by the owner signifying approval to request an annexation of his/her property (listing PINs and acreage), and that he/she understands and agrees to the Annexation Policy Statement on the next page.

Property Owner

Complete Address

Phone Number



UTILITY EXTENSION/ANNEXATION APPLICATION

Annexation Policy Statement

By my signature, I acknowledge that:

1. I have petitioned for voluntary annexation into the Town of Mooresville and my petition is subject to final approval of the Town Board of Commissioners.
2. Approval for either water or sewer service is neither a guarantee nor a contract that my request for annexation will be approved.
3. Pursuant to Town policy, the date of annexation of my property into the town can be either June 30th or December 31st of the year of approval.
4. Until the date my property is officially annexed into the town, I will be charged for water and sewer services at twice the existing town rates.
5. Once annexed into the town, I will be subject to the town's annual property tax.
6. If my property is officially annexed on June 30th, I will first owe property taxes to the Town of Mooresville for the entire tax year that begins on July 1st of the calendar year of annexation. I understand that I will be billed for such taxes in August of the calendar year of annexation with payment due on September 1st of that year. I understand that thereafter I will be billed for both county and town property taxes.
7. If my property is officially annexed on December 31st, I will first owe property taxes to the Town of Mooresville for the six-month period from January 1st through June 30th of the immediately following calendar year. I understand that I will be billed for this six-month period in August of the immediately following calendar year and such tax will be due on September 1st of that year. I understand that thereafter I will be billed for both county and town property taxes.

Kathy L. Holtmouser (EXC)
Signature of Property Owner(s)

8-6-2020
Date

Kathy L. Holtmouser (EXC)
Printed Name

1761 MECKLENBURG HWY, MOORESVILLE, N.C. 28115
Property Address

190 EASTPORT RD #9 ANE, MOORESVILLE, N.C. 28115

**Resolution Directing the Clerk to Investigate
the Petitions Received Under G. S. 160A-31**

WHEREAS, the petition requesting annexation of an area described in said petition were received by the Town of Mooresville Board of Commissioners; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of Mooresville deems it advisable to proceed in response to the requests for annexation;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mooresville that:

The Town of Mooresville Clerk is hereby directed to investigate the sufficiency of the petition received for 1761 Mecklenburg Highway and 190 Eastport Lane as submitted by Kathy L. Holthouser et. al. and to certify as soon as possible to the Board of Commissioners the result of her investigation.

This the 4th day of December, 2020.

Miles Atkins, Mayor

Attest: _____

Genevieve Glaser, Town Clerk



Town of Mooresville

Board of Commissioners Staff Report

From: Danny Wilson, Planning and Community Development Director
Date: December 4, 2020
Project: Voluntary Annexation Petitions

Request

Multiple property owners have submitted petitions requesting annexation into the Town of Mooresville. The Town Clerk has certified each of the voluntary annexation petitions.

Project Description

The Town of Mooresville received 9 voluntary annexation petitions for consideration during the December 2020 Town Board of Commissioners meeting. On November 16, 2020, the Town Board of Commissioners authorized the Town Clerk to certify 8 of the petitions. One petition (1761 Mecklenburg Highway) has been added to the list, as staff was working with the applicant to verify property ownership to ensure an annexation petition could be submitted, which has been completed and verified. This new petition has also been added for authorization to certify during the December 4, 2020 meeting. In order to move forward with consideration, the Town Board of Commissioners will need to schedule public hearings for each of the annexation petitions.

The Board of Commissioners has full discretion in expanding the Town's corporate limits. Some of the information that is used to help inform a decision on whether or not to expand the Town's corporate limits is the OneMooresville Plan, adopted Tiered Growth Map, whether Iredell County has released the property into the Town's ETJ, and whether current Town staffing and facilities can serve the property if it were to be annexed.

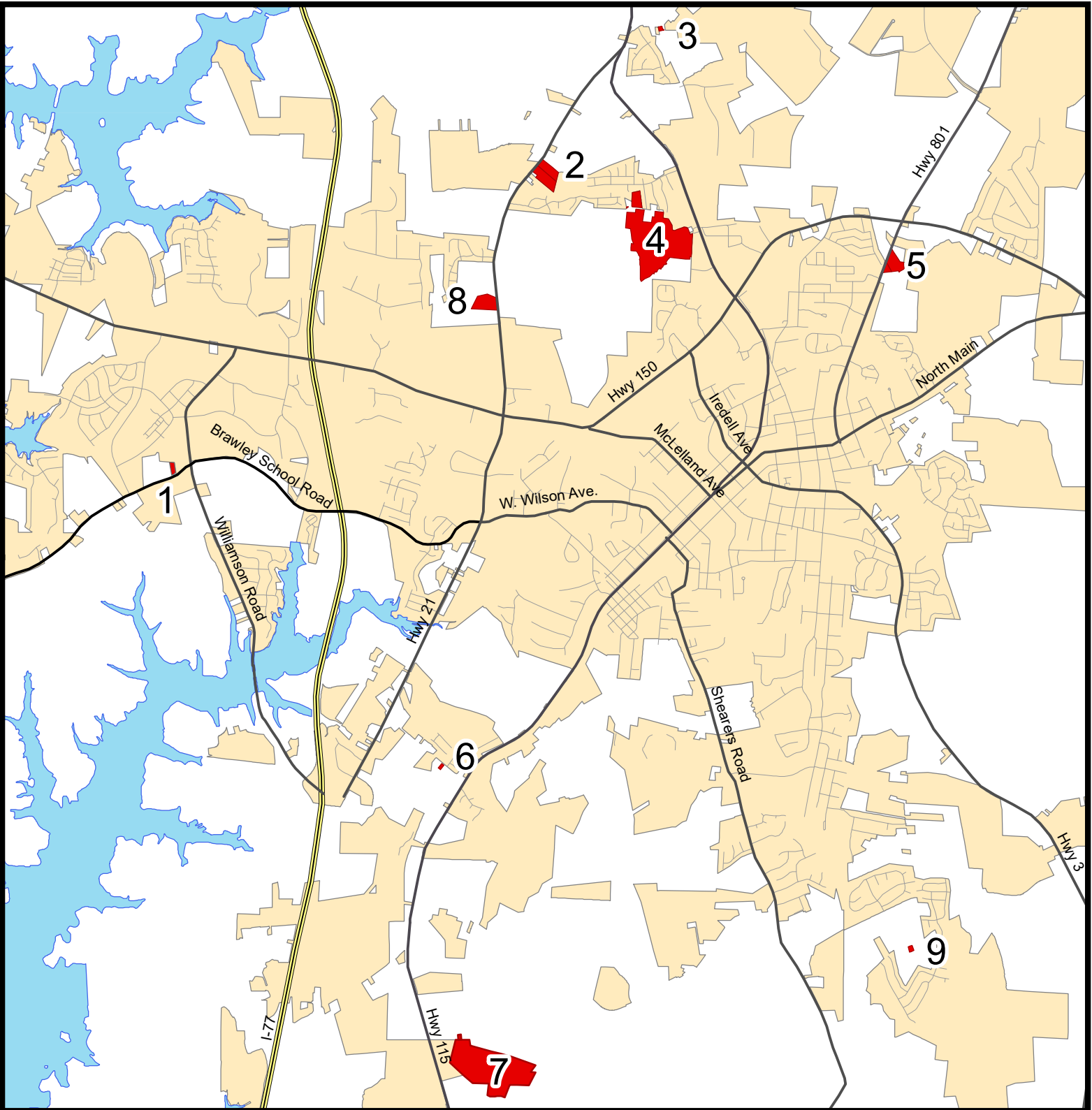
Pursuant to North Carolina General Statutes §160A-31, the Town of Mooresville Board of Commissioners may annex by ordinance any area contiguous to its boundaries if a petition signed by the owners of the real property request annexation.

In addition, pursuant to North Carolina General Statutes §160A-58.1, the Town of Mooresville Board of Commissioners may annex by ordinance any area that is noncontiguous if a petition signed by owners of the real property request annexation, the property is within three miles of the primary corporate limits, the same services provided to the primary corporate limits can be provided, all property within satellite corporate limits do not total more than 10% of the primary corporate limits, and no portion of the proposed satellite corporate limits may be closer to the primary corporate limits of another town/city (unless an annexation agreement is in place with the other town/city).

All properties submitted for consideration meet the standards identified in the North Carolina General Statutes for annexation into the Town. There are 13 parcels for consideration that total 182.02 acres. Additional information about these properties will be presented during the public hearings.

Attachment





1. Requested Annexation Map



Contiguous

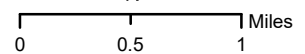
-  1. 630 Brawley School Road
-  2. 2221 Charlotte Highway
-  3. 148 Shinnville Road
-  4. Rinehardt Road
-  5. 842 Mt. Ulla Highway
-  6. 220 East Waterlynn Road
-  7. 1716 Mecklenburg Highway

Non-Contiguous

-  8. 2456 Charlotte Highway
-  9. 288 Rocky River Road
-  Town Limits
-  Lake Norman



**Town of Mooresville
Requested Annexations**



Disclaimer: Data sourced from public information and may not be accurate. The Town of Mooresville assumes no legal responsibility for any information contained in this map. Users are advised that the use of any of this information is at their own risk. For informational use only. Map produced by Mooresville Planning Department.

Certificate of Sufficiency

To the Board of Commissioners of the Town of Mooresville, North Carolina:

I, Genevieve Glaser, Town Clerk, do hereby certify that I have investigated the attached list of petitions and hereby make the following findings:

- 1. The petitions contain an adequate property description of the areas proposed for annexation.**
- 2. The area described in the petitions are contiguous to the Town of Mooresville's primary corporate limits, as defined by G.S. 160A-31.**
- 3. The petition is signed and includes addresses of all owners of real property lying in the areas described therein.**

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Mooresville, this 4th day of December, 2020.

(seal)

Genevieve Glaser, Town Clerk

**ANNEXATIONS December 2020
(CONTIGUOUS)**

	Name	Address	PIN(s)	Acreage
1.	Prestige Development	2221 Charlotte Hwy.	4658-52-0560 & 4658-52-1880	11.01
2.	Keeny Builders, LLC	148 Shinnville Rd.	4658-97-0601	0.56
3.	Lily Homes, LLC	220 East Waterlynn Ave.	4656-12-4490	0.4
4.	Board of Graded Schools Trustees of Mooresville	Rinehardt Rd.	4658-81-1776 & 4658-80-8373	78.8
5.	South Iredell Lions Club	630 Brawley School Rd.	4647-22-3610	1.8
6.	John R McCormick, LLC	842 Mt. Ulla Hwy.	4667-69-9597 4667-69-7325	7.05
7.	Kathy L. Holthouser- et.al.	1761 Mecklenburg Hwy. & 190 Eastport Ln.	4655-32-1098 & 4655-23-1115	73.06

Certificate of Sufficiency

To the Board of Commissioners of the Town of Mooresville, North Carolina:

I, Genevieve Glaser, Town Clerk, do hereby certify that I have investigated the attached list of petitions for noncontiguous properties and hereby make the following findings:

I further find that the areas meet the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- 1. The petitions include a map(s) of the areas proposed for annexation.**
- 2. The petitions include the names and addresses of all owners of real property lying in the areas described therein.**
- 3. The petitions include the signatures of all owners of real property lying in the areas described therein, except those not required to sign by G.S. 160A-58.1(a).**
- 4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town of Mooresville;**
- 5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town of Mooresville;**
- 6. The satellite areas are so situated that the Town of Mooresville will be able to provide the same services as are provided within its primary corporate limits;**
- 7. To the extent that the proposed satellite areas contain any portion of a subdivision, the entire subdivision is included;**
- 8. The areas within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town.**

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Mooresville, this 4th day of December, 2020.

(seal)

Genevieve Glaser, Town Clerk

ANNEXATIONS DECEMBER 2020
(NONCONTIGUOUS)

	Name	Address	PIN	Acreage
1.	William Joel Henley	288 Rocky River Rd.	4665-76-5147	0.84
2.	C2C Ventures, LLC	2456 Charlotte Hwy.	4657-38-0204	8.5

**Resolution Fixing Date of Public Hearing on Question
of Annexation Pursuant to G.S. 160A-31.1 & G.S. 160A-58.2**

WHEREAS, petitions requesting annexation of properties described herein have been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petitions; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petitions have been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mooresville, North Carolina that:

Section 1. A public hearing on the question of annexation of the contiguous and non-contiguous areas described herein will be held virtually on Friday, December 18, 2020 at 8:30 a.m.

Section 2. The areas proposed for annexation are listed on the attached Exhibit A.

Section 3. Notice of the public hearing shall be published once in a newspaper having general circulation in the Town of Mooresville, at least ten (10) days prior to the date of the public hearing.

This the 4th day of December 2020.

Miles Atkins, Mayor

Attest: _____
Genevieve Glaser, Town Clerk

EXHIBIT A

December 2020 Annexations

<u>Name</u>	<u>Address</u>	<u>PIN(s)</u>	<u>Acreage</u>
<u>Prestige Development</u>	<u>2221 Charlotte Highway</u>	<u>4658-52-0560 & 4658-52-1880</u>	<u>11.01</u>
<u>John R McCormick, LLC</u>	<u>842 Mt. Ulla Highway</u>	<u>4667-69-9597 & 4667-69-7325</u>	<u>7.05</u>
<u>C2C Ventures, LLC</u>	<u>2456 Charlotte Highway</u>	<u>4657-38-0204</u>	<u>8.5</u>
<u>Keeny Builders, LLC</u>	<u>148 Shinnville Road</u>	<u>4658-97-0601</u>	<u>0.6</u>
<u>Lily Homes, LLC</u>	<u>220 East Waterlynn</u>	<u>4656-12-4490</u>	<u>0.4</u>
<u>Board of Graded Schools Trustees of Mooresville</u>	<u>Rinehardt Road</u>	<u>4658-81-1776 & 4658-80-8373</u>	<u>78.8</u>
<u>South Iredell Lions Club</u>	<u>630 Brawley School Road</u>	<u>4647-22-3610</u>	<u>1.8</u>
<u>William Joel Henley</u>	<u>288 Rocky River Road</u>	<u>4665-76-5147</u>	<u>0.8</u>
<u>Kathy L. Holthouser et. al</u>	<u>1761 Mecklenburg Highway & 190 Eastport Lane</u>	<u>4655-32-1098 & 4655-23-1115</u>	<u>73.06</u>



FEMA

July 24, 2020

Mr. Steve McGugan
State Hazard Mitigation Officer
Assistant Director / Mitigation Section Chief
Division of Emergency Management
NC Department of Public Safety
200 Park Offices Drive
Durham, NC 27713

Reference: Multi-Jurisdictional Hazard Mitigation Plan: Iredell Rowan Regional

Dear Mr. McGugan:

We are pleased to inform you that the Iredell Rowan Regional Multi-Jurisdictional Hazard Mitigation Plan Update is in compliance with the Federal hazard mitigation planning requirements resulting from the Disaster Mitigation Act of 2000, as contained in 44 CFR 201.6. The plan is approved for a period of five (5) years effective July 24, 2020 to July 23, 2025.

This plan approval extends to the following participating jurisdictions that provided a copy of their resolutions adopting the plan:

- Iredell County, Unincorporated
- Rowan County, Unincorporated

The approved participating jurisdictions are hereby eligible applicants through the State for the following mitigation grant programs administered by the Federal Emergency Management Agency (FEMA):

- Hazard Mitigation Grant Program (HMGP)
- Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)

National Flood Insurance Program (NFIP) participation is required for some programs.

We commend the participants in the Iredell Rowan Regional Multi-Jurisdictional Hazard Mitigation Plan for development of a solid, workable plan that will guide hazard mitigation activities over the coming years. Please note, all requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted. For example, a specific mitigation activity or project identified in the plan may not meet the eligibility requirements for FEMA funding, and even eligible mitigation activities are not automatically approved for FEMA funding under any of the aforementioned programs.

We strongly encourage each community to perform an annual review and assessment of the effectiveness of their hazard mitigation plan; however, a formal plan update is required at least every five (5) years. We also encourage each community to conduct a plan update process within one (1) year of being

included within a Presidential Disaster Declaration or of the adoption of major modifications to their local Comprehensive Land Use Plan or other plans that affect hazard mitigation or land use and development. When you prepare a comprehensive plan update, it must be resubmitted through the State as a “plan update” and is subject to a formal review and approval process by our office. If the plan is not updated prior to the required five (5) year update, please ensure that the Draft update is submitted at least six (6) months prior to expiration of this plan approval.

The State and the participants in the Iredell Rowan Regional Multi-Jurisdictional Hazard Mitigation Plan should be commended for their close coordination and communications with our office in the review and subsequent approval of the plan. If you or the participants in the Iredell Rowan Regional Multi-Jurisdictional Hazard Mitigation Plan have any questions or need any additional information please do not hesitate to contact Jean Neptune, of the Hazard Mitigation Assistance Branch, at (770) 220-5474 or Edwardine S. Marrone, of my staff, at (404) 433-3968.

Sincerely,

Kristen M. Martinenza, P.E., CFM
Branch Chief
Risk Analysis
FEMA Region IV

RESOLUTION OF ADOPTION

IREDELL-ROWAN REGIONAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

WHEREAS, the citizens and property within the Town of Mooresville, Iredell County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to flooding, severe weather, fire, hazardous materials, etc.; and

WHEREAS, the Town desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes and Chapter 160D, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, **WHEREAS**, the Legislature of the State of North Carolina has in NCGS § 166A-19.41(b)(2)(a)(3) stated “For a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act”; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the Town has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of the Town of Mooresville to fulfill this obligation in order that the Town will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Town of Mooresville;

NOW, therefore, be it resolved that the Town of Mooresville Board of Commissioners hereby:

1. Adopts the Iredell-Rowan Regional Multi-Jurisdictional Hazard Mitigation Plan Update; and

2. Vests the Town Manger or his or her designee with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints the Town Manager or his or her designee to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town of Mooresville Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

PASSED AND APPROVED by the Town of Mooresville Board of Commissioners this _____ day of _____, 2020.

Miles Atkins, Mayor

ATTEST:

Genevieve Glaser, Town Clerk



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**INTERNETWORK
 ENGINEERING**

since 1996

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277
 IP Phone: 704.540.5800 | Fax: 704.541.0059 | http://www.ineteng.com

November 04, 2020

Customer's Address:

Town of Mooresville
 413 N Main Street
 Mooresville, NC 28115
 Attn: Jeff Martin
 Phone: (704) 929-4099

jmartin@ci.mooresville.nc.us

QUOTATION#QT-000025651-1

Please reference quote number on PO:
 Please make purchase order to:

Internetwork Engineering
 13777 Ballantyne Corp. Place
 Suite 305
 Charlotte, NC 28277

If you have any questions concerning this quote please contact
 Client Services Account Manager
 Jeremy Jackson Ryan Adams
 704-943-5600 704-943-9832
clientservices@ineteng.com radams@ineteng.com

SUBJECT: Town Hall - Core Network Switch

ITEM #	PART #	DESCRIPTION	TERM	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE
Hardware & Services:							
Option 1 - Chassis							
1	C9407R-96U-BNDL-A	Catalyst 9400 Series 7 slot, Sup, 2xC9400-LC-48U, DNA-A LIC		1	\$18,464.40	\$9,232.20	\$9,232.20
2	CON-SNT-C9407R9A	SNTC-8X5XNBD Catalyst 9400 Series 7 slot, Sup, 2xC940		1	\$5,905.00	\$5,314.50	\$5,314.50
3	C9400-PWR-BLANK	Cisco Catalyst 9400 Series Power Supply Blank Cover		6	\$0.00	\$0.00	\$0.00
4	C9400-S-BLANK	Cisco Catalyst 9400 Series Slot Blank Cover		1	\$0.00	\$0.00	\$0.00
5	C9400-NW-A	Cisco Catalyst 9400 Network Advantage License		2	\$0.00	\$0.00	\$0.00
6	S9400UK9-1612	Cisco Catalyst 9400 XE 16.12 UNIVERSAL		1	\$0.00	\$0.00	\$0.00
7	C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply		2	\$2,047.14	\$1,023.57	\$2,047.14
8	CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US		2	\$0.00	\$0.00	\$0.00
9	C9400-DNA-A	Cisco Catalyst 9400 DNA Advantage Term License		1	\$0.00	\$0.00	\$0.00
10	C9400-DNA-A-5Y	Cisco Catalyst 9400 DNA Advantage - 5 Year License		1	\$21,494.97	\$10,747.49	\$10,747.49
11	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic		2	\$0.00	\$0.00	\$0.00
12	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y		2	\$0.00	\$0.00	\$0.00
13	C9400-SUP-1XL-B	Cisco Catalyst 9400 Series Sup-1XL Bundle Select Option		1	\$5,117.85	\$2,558.93	\$2,558.93
14	C9400-SUP-1XL	Cisco Catalyst 9400 Series Supervisor 1XL Module		1	\$0.00	\$0.00	\$0.00
15	C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)		1	\$2,047.14	\$1,023.57	\$1,023.57
16	C9400-LC-48H-B	Catalyst 9400 Series 2xC9400-LC-48H for Bundle Select		1	\$3,010.50	\$1,505.25	\$1,505.25
17	C9400-LC-48H	Cisco Catalyst 9400 Series 48-Port UPOE+ 10/100/1000 (RJ-45)		1	\$0.00	\$0.00	\$0.00
18	C9400-LC-48H	Cisco Catalyst 9400 Series 48-Port UPOE+ 10/100/1000 (RJ-45)		1	\$0.00	\$0.00	\$0.00
19	C9400-SUP-1XL/2	Cisco Catalyst 9400 Series Redundant Supervisor 1XL Module		1	\$19,447.83	\$9,723.92	\$9,723.92
20	C9400-SSD-240GB	Cisco Catalyst 9400 Series 240GB M2 SATA memory (Supervisor)		1	\$2,047.14	\$1,023.57	\$1,023.57
21	C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)		1	\$24,565.68	\$12,282.84	\$12,282.84
22	C9400-LC-48T	Cisco Catalyst 9400 Series 48-Port 10/100/1000 (RJ-45)		1	\$7,164.99	\$3,582.49	\$3,582.49
23	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		1	\$0.00	\$0.00	\$0.00
Sub-Total							\$59,041.90



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November 04, 2020

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QUOTATION#QT-000025651-1

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If you have any questions concerning this quote please contact
Client Services Account Manager
Jeremy Jackson Ryan Adams
704-943-5600 704-943-9832
clientservices@ineteng.com radams@ineteng.com

SUBJECT: Town Hall - Core Network Switch

SFP's

59	SFP-10G-SR=	10GBASE-SR SFP Module	8	\$1,035.48	\$517.74	\$4,141.92
Sub-Total						\$4,141.92

Note: By request, this quote does not include IE Professional Services.
If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Plus Tax and/or Shipping

DELIVERY: FOB: Shipping Point
TERMS: NET 30
QUOTATION FIRM FOR: 30 DAYS

CUSTOMER'S SIGNATURE

Please Print Name & Title Below

A RESOLUTION DELEGATING THE AUTHORITY TO EXEMPT IN WRITING, PROJECTS UNDER \$50,000 FROM THE STATUTORY PROCUREMENT PROCESS (G.S. 143-64.31 – i.e. Mini-Brooks Act), TO THE TOWN MANAGER OR DESIGNEE

WHEREAS, NCGS § 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively “design services”) to be based on qualifications and without regard to fee; and

WHEREAS, NCGS § 143-64.31 allows for units of local government to exempt, in writing, particular projects from the provisions of Article 3D of Chapter 143, where an estimated professional fee is an amount less than \$50,000; and

WHEREAS, for certain design services projects under \$50,000, it is cost effective and more efficient to exempt, in writing, particular projects from the provisions of Article 3D of Chapter 143.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Mooresville that the Town Manager or designee is hereby delegated the authority to exempt, in writing, particular projects under \$50,000 in accordance with section G.S. 143-64.32 of Article 3D of Chapter 143 of the North Carolina General Statutes.

Adopted this ____ day of December, 2020.

Miles Atkins, Mayor

Attest:

Genevieve Glaser, Town Clerk



SCMG

The War Memorial Center

Management Contract Agreement
November 16, 2020



Swim Club Management Group
9800 W. Kincey Ave. | Ste. 135
Huntersville, NC 28078
swimclubcharlotte.com



SWIM CLUB MANAGEMENT AGREEMENT

This management agreement, between **Swim Club Management Group of Charlotte, Inc.** (the "Company"), a North Carolina Corporation, and **Town of Mooresville** (the "Customer"), a North Carolina Corporation, is to provide for the operation and management by the Company of the Customer's swimming pool/Swim Club located in **Mooresville, North Carolina** in accordance with the specifications, conditions, and terms set forth herein.

- 1. Effective Date.** This agreement, when executed by both parties hereto, shall become effective immediately for the **2021, 2022, and 2023** swim season(s), as detailed in this agreement, and shall expire on December 31, 2023.
- 2. Proposal Expiration Option.** This agreement is voidable at the Company's option if not executed by the Customer and returned to the Company within thirty (30) days.
- 3. Access and Utilities.** The Customer will permit and maintain free access to the pool site to the Company and upon signing this agreement the Customer will provide four (4) sets of keys to the Company to open any and all locks requires to operate the pool. The Customer agrees to reimburse the Company for expenses associated with making these four (4) sets for keys. The Company shall keep and safeguard keys and only release keys to authorized personnel. Keys shall be returned to Customer in the event of termination of this agreement.

Customer shall also agree to furnish at the swim club without cost to Company:

1. water.
 2. electricity.
 3. 110 volt electric outlet in pump room.
 4. garbage pick-up service.
 5. lifeguard stands, rescue tubes, spinal backboard, and umbrellas for lifeguard stands.
 6. Landline telephone with capabilities of making local calls operational from April 15 around the start of each season through the end of the pool season.
 7. Equipment to operate pool required by local county health department codes.
 8. Complete written copy of pool rules shall be provided to the Company 30 days prior to Opening Day.
 9. Any other equipment or services necessary to render the pool facility compliant with industry standards according to any regulatory bodies with authority over the pool facility including, but not limited to, OSHA or the local health department.
- 4. Telephone.** The Customer shall be responsible for providing an operational landline telephone from April 15 around the start of each season until the end of the pool season and accessible to Company's staff at pool site. For safety reasons, and in compliance with local and state regulations, the pool will not open without an operational landline telephone. The Company reserves the right to purchase and install a telephone and telephone line if one is not installed by April 15 and Customer agrees to pay the Company \$50 per day until the end of the pool season or until the Customer installs a working telephone.
 - 5. Opening Duties.** The Company agrees to provide the following services no later than April 15 around the start of each season before opening the pool for operation. This work will be subject to review by the Customer's General Manager, Pool Committee head and/or Pool Manager.



- a. remove and clean Customer's pool cover where applicable.
- b. vacuum pool
- c. clean pool enclosure area.
- d. inspect chemical feeders.
- e. inspect all filtration equipment.
- f. inspect flow meters, pressure gauges, and valves.
- g. mount guard chairs, and ladders.
- h. clean bathroom.
- i. inspect underwater lights.
- j. order, store and inject all necessary chemicals to establish proper levels for: free chlorine, total alkalinity, pH, calcium hardness, and cyanuric acid.
- k. set out and clean deck furniture.
- l. start up equipment.
- m. perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- n. If Customer's pool needs to be drained and cleaned prior to opening Company agrees to do so for an amount not to exceed \$2,000.00. The cost of water to refill the pool will be the Customer's responsibility.

Permit: The Company will assist the Customer in obtaining a Swimming Pool Operation Permit from the local health department no later than April 15 around the start of each season.

The Company shall:

1. Clean and chemically balance pool to health department standards.
2. Make necessary repairs and provide parts under the terms of "Repair Work" section of this Agreement.
3. Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
4. Schedule pre-season health department inspection and meet the county health department inspector at Customer's pool to walk through the inspection with the health department inspector, as required.

The Customer agrees to:

1. Reimburse Company for any applicable Permit Fee.

Initial Opening. Company agrees pool will be clean and free of algae no later than one (1) week prior to Opening Day, unless the Customer has contracted differently with the Company.

Preseason Swim Team Practice. If Customer hosts a swim team and if requested by the Customer prior to April 15 around the start of each season the Company shall prepare the pool for swim team practice earlier than the normal opening date at no extra charge to the Customer. Maintenance of the pool during such preseason swim team practice period shall be invoiced to Customer separately. The Company shall stand ready to provide daily maintenance and chemicals during this period at a rate of \$50 per day.

- 6. Pool Operation.** Company agrees to hire and train a Pool Manager, certified lifeguards, and other personnel as required to operate the pool in accordance with **Attachment A** provided herein.



Safety Break Periods. The Company recommends that the pool be cleared once every hour of all children (17 years and younger) for a period of fifteen (15) minutes (ten minutes (10) when two lifeguards are on duty). During this break, Company will keep one (1) guard on the pool deck to monitor the pool and enforce facility rules, but the guard will not be in a surveillance role during this break. The pool will be operated as “Adult Swim Only” during the Safety break and the Company will not be responsible for anyone using the pool. This recommendation shall be mandatory for Customer pools where only one lifeguard is on duty.

Vandalism and Natural Disasters. The Customer shall pay additional charges to the Company for cleanup required as the result of vandalism, natural disasters, or Acts of God. The Company will seek Customer’s approval before starting cleanup procedures.

Post-Closing Day. At the option of the Customer, the Company will staff and maintain the pool and provide all necessary services to allow swimming with a lifeguard on duty after the Closing Day. The Customer will notify Company on or before August 10 concerning post-Closing Day openings. The cost is \$25.00 for each day (including days the pool is closed) from the originally scheduled Closing Day through the final day the pool is open for swimming, plus \$25.00 per lifeguard hour for time worked on or before October 1. The cost for lifeguard hours worked after October 1 is \$30.00 per guard hour. An additional four (4) hours will be added for pre/post operational maintenance hours. Amount shall be paid to the Company on the initial day of post-Closing operation. The cost is to be extra to the contract in addition to the fees as provided hereinafter. This rate will also apply to any pre-Opening Day openings.

Additional Lifeguards. The Company will provide lifeguards for special events and after-hours parties at the request of the Customer subject to the following:

The Customer agrees to a minimum of two (2) lifeguards to be staffed at all special events and after-hours parties, even if the projected number of attendees is less than twenty-five (25).

Lifeguard hours and gate attendant hours provided by the Company other than those specified in this contract shall be billed to the Customer at the Company’s prevailing rate, which is currently \$25.00 per lifeguard hour. No lifeguard shall be provided by Company beyond the hour of 11:00 p.m. ET.

If additional lifeguards are needed for parties, special events, or normal operations the Customer is required to use Company lifeguards. There will be no charge to the Customer for additional lifeguards for parties with 12 or fewer people attending.

If the Customer requires lifeguards for parties or special events the Customer is responsible for giving the Company seven (7) days prior written notice as to:

- a. the time and date of the party
- b. the number of people who are scheduled to attend
- c. the general age group of the people scheduled to attend.
- d. whether alcoholic beverages will be permitted
- e. any special admission instructions
- f. how many lifeguards the Customer is requesting

The Company will mandate the number of lifeguards required for after-hours events/parties based upon industry staffing standards.



At the Company's discretion, one (1) additional lifeguard may be required for any teenage party, college age party, or for any party involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a child or teenage party. Billing may include any time spent cleaning up after use by any special group or party.

Inclement Weather Days. On inclement weather days the Company will keep a lifeguard at the pool until two (2) hours before closing. At such time, if the weather is still unsuitable for swimming, the pool will be closed for the day. Company shall have the right to close the pool early or reduce staff in the event of severe weather, as defined by the National Weather Service, with no refund due to Customer. The Company's policy regarding pool closure due to thunder and lightning is based on the recommendations of the National Lightning Safety Institute. At the first sound of thunder the pool will be cleared of swimmers for thirty (30) minutes. At the first sight of lightning the pool and pool deck will be cleared of all patrons for thirty (30) minutes. The pool and pool deck will reopen when thirty minutes have passed without any sighting of lightning or sound of thunder. In the absence of thunder or lightning the pool may also be cleared if rainfall becomes so intense that the bottom of the pool is not visible, with the pool reopening after the intense rain subsides and the bottom of the pool becomes visible. Further, the Company reserves the right to reduce staff on days when bather load (i.e., number of swimmers) is low.

Minimum Safety Standards. The Customer agrees and acknowledges that it is their responsibility and duty to operate Customer's pool within the established minimum safety standards. The National Spa and Pool Institute "Minimum Standards for Public Pools," the National Electric Code, and any and all state and local health and building codes shall be used as minimum standards for safety herein.

Customer acknowledges that the Company may bring the Customer's pool into compliance if necessary, at Customer's cost, with minimum standards in the following areas:

- a. Tile depth markings at water line and safety warnings on pool deck.
- b. Safety equipment: ring buoy(s) or rescue tubes, shepherd hook(s), first aid kit, and safety rope.
- c. Safety warning signs on the pool deck.
- d. GFI circuit breakers for underwater pool lights
- e. Purchase and maintain spinal backboard with straps and head immobilizer, rescue tube (one per lifeguard station), umbrella (one per lifeguard station).
- f. All submerged suction outlets must comply with the Virginia Graeme Baker Act.
- g. All federal, state, and local regulations.

Payment for work and equipment to bring Customer's pool within minimum standards on the above items shall be the responsibility of the Customer. Company shall have the right to temporarily suspend management services or cancel this agreement if Customer fails to comply with the Company's recommendations regarding minimum standards and chooses not to have the pool adhere to any minimum standards as defined above.

7. Closing. The pool will be considered closed to swimmers on the day following the final day listed in **Attachment A** above (date will roll forward for future years) and the Company will close the pool as soon after that date as Company deems possible. The Customer is responsible for all winterization services where applicable, including, but not limited to:

- a. Pump pool water to correct level;



- b. add anti-freeze to appropriate fixtures and equipment
- c. drain pumps and hair/lint strainer
- d. backwash and drain filter tanks.
- e. open all valves to the appropriate settings
- f. store Customer's deck furniture at Customer's pool
- g. remove and store skimmer parts
- h. remove and store all lifeguard chairs
- i. clean chemical feeders
- j. drain and store hoses
- k. lubricate filter system valves
- l. add winterization chemicals to pool
- m. Prepare pool and pool plumbing for freeze protection; Company agrees to use common and accepted winterization techniques.
- n. install Customer's cover (if applicable)
- o. winterization of bathhouses and/or pool house, if required, will be billed in addition to payments noted in Section 17.

8. Wading Pool (Baby Pool Area). IF APPLICABLE to Customer's facility - The supervision and safeguarding of users of the wading pool and activity pool shall be the responsibility of the parents of the children using the wading pool and activity pool. The Company will not be responsible for any injury or loss related to the wading pool and activity pool area. The Company will agree to provide routine maintenance of the baby pool area. Customer agrees to indemnify and hold Company harmless from any and all claims for damages or injuries resulting from the utilization of Customer's wading pool and activity pool as related to the supervision. Customer shall post a sign in the wading pool and activity pool area in accordance with all state and local regulations or industry standards and health department standards stating "NO Lifeguard on Duty. Children must be accompanied by an adult at all times." In addition, Company requires that Customer install and maintain self-closing, self-latching gates on gates providing access to the wading and activity pool area.

9. Off-Season Service. The Company will provide off-season service visits for Customer as outlined herein.
One (1) weekly visit if pool is uncovered.
One (1) bi-weekly visit if pool is covered.

The following services will be performed, as appropriate, on off-season visits:

- a. Check chemicals and adjust as needed.
- b. Monitor calcium levels in the pool during the winter months.
- c. Leaf Vacuum Pool, as needed, if uncovered.
- d. Blow off deck as needed.
- e. Backwash filters & clean strainer pots as needed.
- f. Report any off-season vandalism to Customer.
- g. Add winterization chemicals to help retard algae growth.

10. Personnel. All Company personnel who will work at the Customer's pool in fulfilling the terms of this agreement, including all pool managers and lifeguards, shall be employed solely by the Company and be employees of the Company. No pool manager or lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this agreement. The Customer has agreed to be solely



responsible for cleaning and management related to the pool house, including cleaning and management of the restrooms.

- a. The Company agrees to pay the following for Company’s employees, including all pool managers and lifeguards: wages; income tax withholdings; Social Security withholdings; State unemployment insurance; and Federal unemployment insurance.
- b. Personnel will be selected by the Company. Personnel not performing up to the reasonable expectations of the Customer will be replaced by the Company within 24 hours.
- c. All pool managers and lifeguards employed by the Company shall have Basic Lifeguard Certificates, Lifeguard Training Certificates, or the equivalent, as well as Infant/Child CPR and Adult CPR.
- d. Pool Managers and lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgement and sole discretion consistent with the published pool rules of the Customer and minimum safety standards.
- e. When a proper ratio of swimmers-to-lifeguards does not exist as determined by Company, and when additional lifeguards are available, Company reserves the right to temporarily increase the lifeguard staff in order to ensure a proper lifeguard-to-swimmer ratio. Lifeguard hours provided by the Company during such periods shall be billed to the Customer at the Company’s prevailing rate, which is currently \$25.00 per lifeguard hour.
- f. Various Company personnel will be responsible for the following duties:
 - 1. lifeguarding main pool
 - 2. checking water chemistry and recording readings every hour
 - 3. maintaining chemical balance of pool water
 - 4. vacuuming pool
 - 5. cleaning tiles around pool edge
 - 6. backwashing filter system
 - 7. cleaning swimming pool area
 - 8. emptying trash on the pool deck
 - 9. straightening deck furniture
 - 10. enforcing rules of the Customer for safety and convenience of Customer’s members
 - 11. assisting Customer in monitoring of membership
 - 12. Maintaining the condition of the pool water within the tolerances of the local Health Department while pool is open to swimmers.

Free Chlorine	at or above 2.0ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 100 ppm

In the event the local health department revokes permission to operate the pool due to poor water quality, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

- Formula: Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this agreement).



All of the foregoing notwithstanding however, the company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" section of this agreement.

The Company will invest substantial resources to train its employees and convey information concerning operational techniques and management procedures to its employees at the Customer's facility and Customer acknowledges that such information and investment is a valuable asset of the Company's business. Therefore, Customer agrees that no current or former employee (employed within the prior two (2) years) of the Company shall perform work at the Customer's pool facility for a period of two (2) years following the expiration or termination of this agreement.

11. Repair Work. The Company will be available to perform any repair work related to the Customer's pool facility needed during the term of this agreement; however, Customer shall have the option of using another contractor for repair work.

Repair work will be billed as follows:

- a. Any repairs required as the result of error by the Company shall be paid for by the Company with no cost to the Customer.
- b. For specific repair work or necessary equipment as required specifically by the Health Department as part of their inspection process, where the cost does not exceed \$500.00, the Company shall bill the Customer.
- c. Any work or equipment in excess of \$500.00, unless during a Health Department inspection as noted above, to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer listed in **Attachment C**; or in the event the Customer elects not to have such work performed or equipment provided, Company may cancel this agreement if said election interferes with the Company's ability to carry out its responsibilities under this agreement.

12. Chemicals and Supplies. The Company agrees to supply, at its expense:

- a. All standard chemicals for maintaining safe and clean pool water under normal conditions throughout the summer, including chlorine/sanitizer, pH adjustment chemicals, calcium chloride, sodium bicarbonate, chlorine stabilizer, and diatomaceous earth, as needed. Company reserves the right to bill Customer additional for chemicals that are non-standard, such as phosphate removers, algaecides, and water clarifier.
- b. Company will provide a chlorinator for Customer's main pool during the term of this agreement. Unless agreed otherwise herein, the Company reserves the right to remove this chlorinator upon termination of this agreement.
- c. The Company will provide the following pool supplies:
 - refills of test kit reagents
 - CO2 for pH adjustment



- d. The following janitorial supplies only for use on the pool deck when pool is open:
trashcan liners
- e. Company agrees to re-supply the following first aid supplies: Band-Aids; gauze pads; antibacterial cream; and bee sting swabs.
- f. The Customer shall be responsible for the cost of replacing all light bulbs within the pool and general pool area.
- g. The Customer shall be responsible for providing, at no cost to the Company, the following equipment thirty (30) days prior to opening:

water hoses	pool vacuum heads
leaf eater	pool poles
pool vacuum hoses	ring buoys
life hooks	pool rules sign
trash receptacles	water test kit
life line	first aid kit
blood borne pathogen clean-up kit	safety tubes
winterizing plugs	spray nozzles
mop for bathrooms	pool brush
fire extinguisher	roll-out trash bin
pool signs as required by code	winterization plugs

Customer shall be responsible for supplying the above items, consistent with local health department regulations thirty (30) days prior to opening date. If Customer does not purchase these items thirty (30) days prior to opening date the Company will purchase these items and bill the Customer accordingly.

Customer shall be responsible for supplying a completely stocked first aid kit and water testing kit, consistent with local health department regulations thirty (30) days prior to opening date. If Customer does not have a first aid kit and water test kit on-site thirty (30) days prior to opening date the Company will purchase a first aid kit and water test kit and bill the Customer accordingly.

Customer shall be responsible for lawn care and landscaping around the facility, including outside and inside the fence line. Monthly weed and bug control around the pool deck is recommended.

- h. Additional chemical or labor: If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer’s equipment or loss of water due to a defect in Customer’s pool, water source, or recirculation system, Customer agrees to pay as an additional charge the reasonable expense of all said additional chemicals and/or labor after invoicing is provided by the Company.
- i. Condition of the Pool Upon Taking Over Management: For new clients, the Company will assume that upon taking over the management of the pool that the pool water will be in good condition. Should the pool water need to be drained and the pool shell cleaned the Customer agrees to pay this expense. If the pool water needs to be treated with a chlorine shock treatment the Customer agrees to pay for the associated chemical costs.



13. Swimming Instruction. Swimming instruction/lessons will be provided by the Customer for Customer's residents/members; however, the Company stands ready to provide swimming instruction/lessons if necessary as long as notice is provided in writing at least fourteen (14) days in advance. Payment of fees related to swimming instruction/lessons shall be solely the responsibility of the Customer in the event the Company is required to provide swimming instruction/lessons.

14. Emergency Closing of Pool. The Customer and/or Company may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of the Company's control. An emergency related pool closing will not affect any other provisions of this agreement. Should a time lapse of more than ten (10) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the eleventh day forward on a pro-rated basis. The daily operating cost is to be computed at one percent (1%) of the total contract cost, until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, either party may cancel this agreement by written notice to the other party.

15. Insurance/Liability. The Company shall maintain and keep in full force the following coverage:

1. General liability insurance in the amount of \$10,000,000.00
2. Professional liability insurance in the amount of \$10,000,000.00
3. Workers' Compensation Insurance

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage upon request. It is the responsibility of the Customer to provide all other insurance coverage.

Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God or mechanical failure of equipment. Except as to agents of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any agents of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this agreement. Further, the Company shall not be held liable for any injury or injuries to persons or property that occur during normal operation, other than those that are proximately caused by the gross negligence of the Company, its employees, agents, or independent contractors. Customer shall indemnify Company against liability for any and all damage, including all costs and attorney fees, except to the extent such liability was caused by the gross negligence of the Company.

The Customer shall maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of no less than \$1,000,000.00 each accident and \$1,000,000.00 each person.

Customer agrees to supply copies of the certificates of insurance to the Company verifying the above-mentioned insurance coverage upon request. It is the responsibility of the Customer to provide all other insurance coverage.



At Customer's written request, Company will use its best efforts to have Customer named as an additional insured to the Company's general liability policy. As a condition precedent, Company will bill the Customer Nine Hundred Dollars (\$900.00) per year if Customer desires to be added as an additional insured. Company shall provide Customer with proof of insurance in the form of Certificates of Insurance verifying the above-mentioned insurance coverage.

Company shall not be responsible for any lost or stolen items from facility including, but not limited to, guest fees, snack bar items, and left behind valuables.

The Company shall not be liable for any damages to the Customer's pool related to or caused by lifting of the pool as a result of hydrostatic pressure.

16. Cancellation. The Customer shall have the right to cancel this agreement based on Company's non-performance of duties and responsibilities as follows:

1. Customer shall notify Company by certified mail of any problem(s) regarding performance as detailed in this agreement. Company shall have five (5) days following receipt of notification to remedy stated violation of contract. Notice via certified mail of non-performance related to regular summer operations must be provided between the period of May 1 – August 25. Any notification received outside of this period will be invalid for cancellation purposes.
2. If Company fails to remedy the violation within the five (5) day period and continues to not perform as detailed in this agreement, the Customer may terminate this agreement by providing five (5) days' written notice to Company by certified mail.
3. Any refund owed shall be paid within thirty (30) days after termination.

Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this agreement. That amount shall be multiplied by the number of days pool was operated under this agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall be the refund to which the Customer is entitled.

The Company shall have the right to terminate this agreement for any reason with sixty (60) days written notice to Customer. The Customer will be responsible for all contractual payments due through those sixty (60) days, as defined in Section 17 of this agreement.

If Customer has paid all contractual payments as well as all other outstanding balances owed to Company, Customer has the right to cancel this agreement for any reason on October 1 in the year in which the agreement is set to expire if the Customer provides the Company with written termination notice of this intent thirty (30) days prior to October 1 in the year in which the agreement is set to



expire. Upon termination, the Customer will be responsible for all contractual payments due through the term of the agreement as defined in Section 17. Company and Customer agree that Customer's failure to pay all contractual payments as outlined in Section 17 will negate Customer's option to cancel this agreement as outlined in this paragraph.

17. Payments. The Company hereby proposes to perform the work and services set forth herein for the price outlined in **Attachment B**.

Payments are due as indicated in Attachment B. Any and all payments, including but not limited to payments as specified in Attachment B, payments for repairs, equipment or labor, not made on or before ten (10) days after the due date shall be subject to a delinquent payment of five (5%) percent of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to terminate or suspend its services under this agreement and to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. Any such termination notwithstanding, Customer shall be fully responsible for all payments provided herein. Company may continue to suspend services until such time as the entire outstanding agreement balance is paid in full. If Company elects to pursue collection of any amount due under this agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due.

Customer will be in default of this agreement if any of the following occurs: (a) Customer fails to make a payment in full when due; (b) Customer becomes insolvent; (c) Customer fails to keep any promise Customer has made in connection with this agreement; (d) Customer makes any written statement or provides any financial information that is untrue or inaccurate at the time it is provided; (e) any creditor attempts to collect any debt Customer owes through court proceedings, set-off, or self-help repossession; or (f) anything else happens that causes Company to believe that the prospect of payment or performance is significantly endangered or impaired. If Customer is in default of this agreement, Company may: (a) declare unpaid principal, earned interest, and all other agreed charges Customer owes Company under this agreement immediately due; (b) use the right of set-off; (c) demand security or new parties obligated to pay amounts due under this agreement (or both) in return for not using any other remedy; and (d) use any remedy Company has under state or federal law. By choosing any one or more of these remedies, Company does not give up Company's right to use another remedy later. By deciding not to use any remedy should Customer be in default, Company does not give up Company's right to consider the event a default if it happens again.

Performance Clause. Each year the Company agrees to issue a refund to the Customer of \$1,000.00 if the Company's service has not met the Customer's reasonable expectations. The Customer will evaluate the Company, via the Company's Monthly Performance Appraisal. The refund would be payable on November 1. Any and all refunds will be considered forfeited if the Performance Appraisals are not returned to the Company within 10 days following the end of each month. Appraisals will be available for electronic submission.

Extension of agreement. Upon the expiration of this agreement's original term or any renewal term, this agreement shall continue to renew for periods equal to the original contractual term length at the then-current contract price plus an amount not to exceed seven percent (7%), unless and until: (i) Customer delivers a written termination notice to cancel the agreement thirty (30) days prior to October 1 in which the agreement is set to expire in which case the agreement shall terminate as of October 1 of that year; or



(ii) this agreement is otherwise terminated pursuant to the terms contained herein. During any renewal term of the agreement, the terms, conditions, and provisions set forth in this agreement shall remain in full effect, however, opening and closing dates shall adjust accordingly.

- 18. Governing Law.** This agreement shall be governed by the laws of the State of North Carolina.
- 19. Strict Compliance.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.
- 20. Time of Essence.** Time is of the essence of this agreement.
- 21. Entire Agreement, Modification, Binding Effect.** This agreement, including Attachments A-D attached hereto and incorporated for all purposes herein, constitutes the entire agreement of the parties and supersedes any prior agreements, understanding or negotiations, written or oral. This agreement may not be modified or amended except in writing, signed by both parties. This agreement shall be binding upon and inures to the benefit of the Customer and Company and their respective heirs, successors and assigns.
- 22. Rights Cumulative.** All rights and powers under this agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.
- 23. Company's Option in the Event of Change in Laws.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, including an increase in federal, state or local minimum wage laws, the Company may present a new contract amount to Customer, which new contract shall supersede and replace this agreement. Customer shall have five (5) days from the date of receipt of the new contract in which to reject the new contract. In the event the Customer elects to reject the new contract, this agreement may be terminated at the sole option of the Company. Unless rejected by Customer, as provided herein, the new contract will become effective and this agreement will terminate at the Company's option on the sixth (6) day after receipt.
- 24. Attorney Fees.** In the event of legal action to enforce the rights of either Company or Customer under the terms of this agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]



25. Acceptance. Acceptance of this agreement by Customer through signatures below, and return of this agreement along with any payments due hereunder, will constitute a contract entered into in accordance with any specifications, terms and conditions, supplements, or addenda attached hereto.

Swim Club Management Group of Charlotte, Inc.

By: _____

Title: _____

Date: _____

Town Of Mooresville

By: _____

Title: _____

Date: _____



Attachment A

Dates of Operation:

The Pool will be open on the following days:

May 27, 2021 through Labor Day.

May 26, 2022 through Labor Day

May 25, 2023 through Labor Day

Hours of Operation: Public Swim

The pool is to be open during the following hours

Saturday	12:00p.m. to 6:00p.m.
Sunday	12:00p.m. to 6:00p.m.
*Monday	1:00p.m. to 5:00p.m.
*Tuesday	1:00p.m. to 5:00p.m.
*Wednesday	1:00p.m. to 5:00p.m.
*Thursday	1:00p.m. to 5:00p.m.
*Friday	1:00p.m. to 5:00p.m.

Staff Overlap: Public Swim

Weekday Operation: Three (3) certified lifeguards will be on duty from Opening hour until Closing hour. One (1) additional certified lifeguard will be on duty from 1:00 p.m. until 4:00 p.m. One (1) pool manager will be on duty from Opening hour until Closing hour.

Weekend Operation: Three (3) certified lifeguards will be on duty from Opening hour until Closing hour. One (1) pool manager will be on duty from Opening hour until Closing hour.

Hours of Operation: Family Swim

The pool is to be open during the following hours

*Monday	7:00p.m. to 9:00p.m.
*Tuesday	7:00p.m. to 9:00p.m.
*Wednesday	7:00p.m. to 9:00p.m.
*Thursday	7:00p.m. to 9:00p.m.
*Friday	7:00p.m. to 9:00p.m.

Staff Overlap: Family Swim

Weekday Operation: Two (2) certified lifeguards will be on duty from Opening hour until Closing hour. One (1) pool manager will be on duty from Opening hour until Closing hour.

*The pool will be closed weekdays in May, June, August, and September when Public School is in Session (Iredell County Public Schools and Mooresville Graded School District).



Holiday Weekends Memorial Day, July 4th and Labor Day

Four (4) certified lifeguards will be on duty each day from Opening hour until Closing hour. One (1) pool manager will be on duty each day from Opening hour until Closing hour.

Winnie Hooper Summer Camp

The Customer will host Summer Camp Programing specific to the War Memorial Center on days during the swim season when Public Schools (Iredell County Public Schools and Mooresville Graded School District) are not in session. This Camp will have exclusive use of the pool on Thursdays from 9:00 a.m. until 11:45 a.m. with two (2) certified lifeguards on duty.

*On Thursdays the War Memorial Summer Camp will also be using the facility from 10:30 a.m. until 11:45 a.m.

Selma Burke Summer Camp

The Customer will host Summer Camp Programing specific to the War Memorial Center on days during the swim season when Public Schools (Iredell County Public Schools and Mooresville Graded School District) are not in session. This Camp will have exclusive use of the pool on Thursdays from 12:00 p.m. until 12:45 p.m. and on Fridays from 9:45 a.m. until 11:45 a.m. with three (3) certified lifeguards on duty.

War Memorial Summer Camp

The Customer will host Summer Camp Programing specific to the War Memorial Center on days during the swim season when Public Schools (Iredell County Public Schools and Mooresville Graded School District) are not in session. This camp will have exclusive use of the pool Mondays, Tuesdays, Wednesdays, and Fridays from 12:00 p.m. until 12:45 p.m. with three (3) certified lifeguards on duty. This camp will have use of the pool on Thursdays from 10:30 a.m. until 11:45 a.m. with one (1) certified lifeguard on duty.

*Camps will operate from June 1st through July 24th.

War Memorial Swim Instruction

Company will provide one (1) certified lifeguard for all swim lessons listed in this schedule. Additional lifeguards will be available and can be scheduled similar to the terms listed in **Section 6** of this agreement.

Customer Initials _____

Company Initials _____



Attachment B

Payments. The Company hereby proposes to perform the work and services as set forth in the Swim Club Management Agreement for a fee of \$49,200 in 2021, \$51,660 in 2022, and \$54,760 in 2023 based upon specifications, conditions, and terms as set forth herein. Payments shall be made by the Customer in accordance with the following schedule:

a.	Five (5%) percent due on or before January 15	\$ 2,460.00
b.	Ten (10%) percent on or before March 15	\$ 4,920.00
c.	Twenty (20%) percent on or before May 15	\$ 9,840.00
d.	Twenty-five (25%) percent on or before June 15	\$ 12,300.00
e.	Twenty-five (25%) percent on or before July 15	\$ 12,300.00
f.	Ten (10%) percent on or before August 15	\$ 4,920.00
g.	Five (5%) percent on or before September 15	\$ 2,460.00
		<u>\$ 49,200.00</u>

****If this contract is signed after January 1, all installment payments due from January 1 through the date of contract execution will be due upon execution of the contract.***

a.	Five (5%) percent due on or before January 15	\$ 2,583.00
b.	Ten (10%) percent on or before March 15	\$ 5,166.00
c.	Twenty (20%) percent on or before May 15	\$ 10,332.00
d.	Twenty-five (25%) percent on or before June 15	\$ 12,915.00
e.	Twenty-five (25%) percent on or before July 15	\$ 12,915.00
f.	Ten (10%) percent on or before August 15	\$ 5,166.00
g.	Five (5%) percent on or before September 15	\$ 2,583.00
		<u>\$ 51,660.00</u>

a.	Five (5%) percent due on or before January 15	\$ 2,738.00
b.	Ten (10%) percent on or before March 15	\$ 5,476.00
c.	Twenty (20%) percent on or before May 15	\$ 10,952.00
d.	Twenty-five (25%) percent on or before June 15	\$ 13,690.00
e.	Twenty-five (25%) percent on or before July 15	\$ 13,690.00
f.	Ten (10%) percent on or before August 15	\$ 5,476.00
g.	Five (5%) percent on or before September 15	\$ 2,738.00
		<u>\$ 54,760.00</u>

Customer Initials _____

Company Initials _____



Attachment C

Customer Contact Person. Please direct all Company communications to the following Customer representative:

Customer Name _____

Customer Contact Person _____

Billing Contact Person _____

Billing Address _____

City _____ State _____ Zip _____

Cell Phone _____

Email _____

Pool/Facility Address:

Street _____

City _____ State _____ Zip _____

County _____ Pool/facility telephone _____

Customer Initials _____

Company Initials _____



Attachment D

Miscellaneous Items:

1. Customer agrees to allow Company to display a sign on the pool premises in a conspicuous place designating the responsibility to the Company for the quality of the pool operation.
2. Company agrees to staff two (2) Pool Managers at Customer's facility per request.
3. Pricing beyond 2021 is estimated by the Company based on Customer's current pool usage and operation.

Customer Initials _____

Company Initials _____



Town of Mooresville Budget Amendment

Date: December 7, 2020
Department: Recreation Administration

Purpose: Consider an amendment to accept with appreciation donations received from various corporate partners for the Officer Jordan H. Sheldon Memorial Dog Park.

Revenue:

Fund	Account	Current Budget	Amended Budget	Change to Budget
1001600-3703	Miscellaneous Revenue	\$ 204,540	\$ 234,540	\$ 30,000
	Total	\$ 204,540	\$ 234,540	\$ 30,000

Expense:

Fund	Account	Current Budget	Amended Budget	Change to Budget
10600000-5550	Other Improvements	\$ 272,400	\$ 302,400	\$ 30,000
	Total	\$ 272,400	\$ 302,400	\$ 30,000

Date approved by Board of Commissioners:

Approved in MUNIS:

Posted:



Town of Mooresville

Board of Commissioners

To: Honorable Mayor and Board of Commissioners

From: Engineering

Subject: Consider awarding a Construction Contract for the West Wilson Improvements Project to Mountaineer Contractors Inc.

Type: Award of Contract

Date: December 4, 2020

SUMMARY: Consider awarding a Construction Contract for the West Wilson Improvements Project to Mountaineer Contractors Inc. for an amount not to exceed \$4,628,369.97 and approve corresponding 2019 Street Bond Holding, Stormwater and West Wilson Project Ordinance amendments . Approximately 6050 LF of roadway improvements including pavement reconstruction and the addition of curb and gutter, 8â€™™-10â€™™ wide multi-use path, and 2 pedestrian bridges along W. Wilson Avenue from US-21 to S. Broad Street. The project will include grading, paving, drainage, structures, curb and gutter, traffic control, pavement markings, and erosion control.

ACTION RECOMMENDED: Staff recommends awarding the contract to Mountaineer Contractors Inc. for an amount not to exceed \$4,628,369.97 and approving the corresponding 2019 Street Bond Holding, Stormwater and West Wilson Project Ordinance amendments .

ATTACHMENTS:

[West Wilson.pdf](#)

[W._Wilson_Bid_Tab - no sign.pdf](#)

[2019 Street Bond Holding Amendment 15 12.07.20.docx](#)

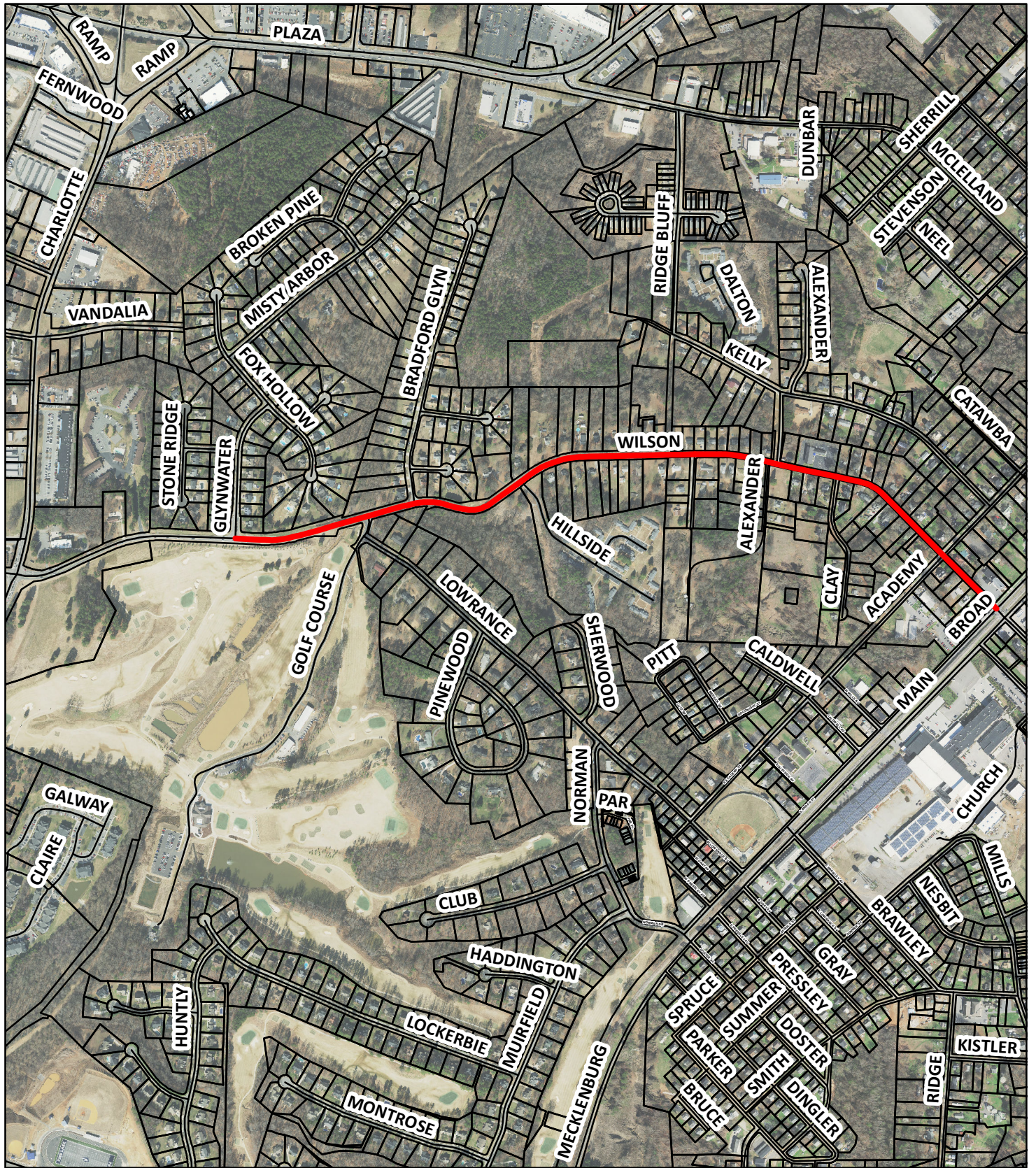
[2019 Street Bond Holding Amendment 15 12.07.20.xlsx](#)

[GFCP - W Wilson 12.07.20 transfer from Stormwater for Improvements.xlsx](#)

[SW - Stormwater 12.07.21 W Wilson, Mountaineer Contractors.xlsx](#)

[West Wilson Amendment 9 12.07.20.docx](#)

[West Wilson Amendment Attachment 9 12.07.20.xlsx](#)



Legend

— Project Area



West Wilson Avenue Improvements

ENGINEERS ESTIMATE

W. Wilson Avenue
Town Project No.: 301-16-14

DATE: NOVEMBER 5, 2020



Line #	Item #	Sec #	Description	Engineer's				Blythe Construction			Dane Construction			Mountaineer Contractors			Sealand Contractors		
				Quantity	Units	Unit Cost	Amount	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate
1	0000100000-N	800	MOBILIZATION	1	LS	\$400,000.00	\$400,000.00	\$82,082.76	\$82,082.76	-79%	\$305,710.00	\$305,710.00	-24%	\$242,000.00	\$242,000.00	-40%	\$296,000.00	\$296,000.00	-26%
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	\$ 45,000.00	\$45,000.00	\$99,740.54	\$99,740.54	122%	\$41,150.00	\$41,150.00	-9%	\$52,125.00	\$52,125.00	16%	\$50,000.00	\$50,000.00	11%
3	0043000000-N	226	GRADING	1	LS	\$150,000.00	\$150,000.00	\$1,161,400.00	\$1,161,400.00	674%	\$2,590,290.00	\$2,590,290.00	1627%	\$294,250.00	\$294,250.00	96%	\$1,380,000.00	\$1,380,000.00	820%
4	0134000000-E	240	DRAINAGE DITCH EXCAVATION	130	CY	\$ 1.75	\$227.50	\$9.39	\$1,220.70	437%	\$25.00	\$3,250.00	1329%	\$26.00	\$3,380.00	1386%	\$32.00	\$4,160.00	1729%
5	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	500	TON	\$ 39.50	\$19,750.00	\$84.31	\$42,155.00	113%	\$45.00	\$22,500.00	14%	\$40.00	\$20,000.00	1%	\$60.00	\$30,000.00	52%
6	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	1600	SY	\$ 1.50	\$2,400.00	\$5.65	\$9,040.00	277%	\$2.25	\$3,735.00	56%	\$2.25	\$3,600.00	50%	\$2.00	\$3,200.00	33%
7	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	444	LF	\$ 41.00	\$18,204.00	\$85.98	\$38,175.12	110%	\$75.00	\$33,300.00	83%	\$112.00	\$49,728.00	173%	\$80.00	\$35,520.00	95%
8	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	12	LF	\$ 43.00	\$516.00	\$130.48	\$1,565.76	203%	\$185.00	\$2,220.00	330%	\$210.00	\$2,520.00	388%	\$118.00	\$1,416.00	174%
9	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	40	LF	\$ 54.00	\$2,160.00	\$137.95	\$5,518.00	155%	\$125.00	\$5,000.00	131%	\$160.00	\$6,400.00	196%	\$125.00	\$5,000.00	131%
10	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	52	LF	\$ 75.50	\$3,926.00	\$151.93	\$7,900.36	101%	\$150.00	\$7,800.00	99%	\$165.00	\$8,580.00	119%	\$140.00	\$7,280.00	85%
11	0408000000-E	310	54" RC PIPE CULVERTS, CLASS III	36	LF	\$ 121.50	\$4,374.00	\$275.00	\$9,900.00	126%	\$300.00	\$10,800.00	147%	\$410.00	\$14,760.00	237%	\$350.00	\$12,600.00	188%
12	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	2604	LF	\$ 44.75	\$116,529.00	\$79.17	\$206,158.68	77%	\$80.00	\$208,320.00	79%	\$110.00	\$286,440.00	146%	\$81.00	\$210,924.00	81%
13	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	324	LF	\$ 48.25	\$15,633.00	\$104.04	\$33,708.96	116%	\$85.00	\$27,540.00	76%	\$115.00	\$37,260.00	138%	\$120.00	\$38,880.00	149%
14	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	368	LF	\$ 80.00	\$29,440.00	\$235.55	\$86,682.40	194%	\$185.00	\$68,080.00	131%	\$270.00	\$99,360.00	238%	\$220.00	\$80,960.00	175%
15	0448800000-E	310	48" RC PIPE CULVERTS, CLASS IV	300	LF	\$ 95.00	\$28,500.00	\$281.31	\$84,393.00	196%	\$210.00	\$63,000.00	121%	\$300.00	\$90,000.00	216%	\$280.00	\$84,000.00	195%
16	0448900000-E	310	66" RC PIPE CULVERTS, CLASS IV	248	LF	\$ 190.00	\$47,120.00	\$364.25	\$90,334.00	92%	\$375.00	\$93,000.00	97%	\$520.00	\$128,960.00	174%	\$575.00	\$142,600.00	203%
17	0995000000-E	340	PIPE REMOVAL	724	LF	\$ 21.00	\$15,204.00	\$52.17	\$37,771.08	148%	\$20.00	\$14,480.00	-5%	\$25.00	\$18,100.00	19%	\$35.00	\$25,340.00	67%
18	1220000000-E	545	INCIDENTAL STONE BASE	100	TON	\$ 26.50	\$2,650.00	\$63.29	\$6,329.00	139%	\$55.00	\$5,500.00	108%	\$55.00	\$5,500.00	108%	\$50.00	\$5,000.00	89%
19	1297000000-E	607	MILLING ASPHALT PAVEMENT, 1.5" DEPTH	17040	SY	\$ 1.75	\$29,820.00	\$3.00	\$51,120.00	71%	\$2.50	\$42,600.00	43%	\$3.00	\$51,120.00	71%	\$5.55	\$94,572.00	217%
20	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	600	TON	\$ 53.00	\$31,800.00	\$70.00	\$42,000.00	32%	\$80.00	\$48,000.00	51%	\$85.00	\$51,000.00	60%	\$95.00	\$57,000.00	79%
21	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	350	TON	\$ 43.50	\$15,225.00	\$70.00	\$24,500.00	61%	\$80.00	\$28,000.00	84%	\$85.00	\$29,750.00	95%	\$95.00	\$33,250.00	118%
22	1523000000-E	610	ASPHALT CONC SURFACE COURSE,TYPE S9.5C	1700	TON	\$ 47.25	\$80,325.00	\$61.00	\$103,700.00	29%	\$80.00	\$136,000.00	69%	\$85.00	\$144,500.00	80%	\$95.00	\$161,500.00	101%
23	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	160	TON	\$ 364.50	\$58,320.00	\$500.00	\$80,000.00	37%	\$500.00	\$80,000.00	37%	\$525.00	\$84,000.00	44%	\$600.00	\$96,000.00	65%
24	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	120	TON	\$ 250.00	\$30,000.00	\$299.77	\$35,972.40	20%	\$215.00	\$25,800.00	-14%	\$140.00	\$16,800.00	-44%	\$200.00	\$24,000.00	-20%
25	2190000000-N	828	TEMPORARY STEEL PLATE COVERS FOR MASONRY DRAINAGE	10	EA	\$ 1,400.00	\$14,000.00	\$905.66	\$9,056.60	-35%	\$1,100.00	\$11,000.00	-21%	\$180.00	\$1,800.00	-87%	\$1,100.00	\$11,000.00	-21%
26	2220000000-E	838	REINFORCED ENDWALLS	10.5	CY	\$ 1,250.00	\$13,125.00	\$2,700.55	\$28,355.78	116%	\$1,500.00	\$15,750.00	20%	\$2,500.00	\$26,250.00	100%	\$2,500.00	\$26,250.00	100%
27	2264000000-E	840	PIPE PLUGS	0.145	CY	\$ 2,500.00	\$362.50	\$1,681.72	\$243.85	-33%	\$2,025.00	\$293.63	-19%	\$6,300.00	\$913.50	152%	\$1,000.00	\$145.00	-60%
28	2275000000-E	SP	FLOWABLE FILL	1	CY	\$ 225.00	\$225.00	\$3,000.90	\$3,000.90	1234%	\$250.00	\$250.00	11%	\$800.00	\$800.00	256%	\$500.00	\$500.00	122%
29	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	66	EA	\$ 1,819.00	\$120,054.00	\$3,825.00	\$252,450.00	110%	\$2,000.00	\$132,000.00	10%	\$3,015.00	\$198,990.00	66%	\$2,200.00	\$145,200.00	21%
30	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	7.5	LF	\$ 295.00	\$2,212.50	\$570.61	\$4,279.58	93%	\$600.00	\$4,500.00	103%	\$820.00	\$6,150.00	178%	\$600.00	\$4,500.00	103%
31	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	10	EA	\$ 452.50	\$4,525.00	\$1,274.61	\$12,746.10	182%	\$575.00	\$5,750.00	27%	\$415.00	\$4,150.00	-8%	\$600.00	\$6,000.00	33%

Line #	Item #	Sec #	Description	Engineer's				Blythe Construction			Dane Construction			Mountaineer Contractors			Sealand Contractors		
				Quantity	Units	Unit Cost	Amount	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate
32	2374000000-N	840	FRAME WITH GRATE & HOOD, STD840.03, TYPE E	4	EA	\$ 660.00	\$2,640.00	\$1,325.30	\$5,301.20	101%	\$765.00	\$3,060.00	16%	\$480.00	\$1,920.00	-27%	\$650.00	\$2,600.00	-2%
33	2374000000-N	840	FRAME WITH GRATE & HOOD, STD840.03, TYPE F	25	EA	\$ 641.25	\$16,031.25	\$1,325.30	\$33,132.50	107%	\$800.00	\$20,000.00	25%	\$520.00	\$13,000.00	-19%	\$680.00	\$17,000.00	6%
34	2374000000-N	840	FRAME WITH GRATE & HOOD, STD840.03, TYPE G	24	EA	\$ 644.50	\$15,468.00	\$1,325.30	\$31,807.20	106%	\$800.00	\$19,200.00	24%	\$515.00	\$12,360.00	-20%	\$680.00	\$16,320.00	6%
35	2396000000-N	840	FRAME WITH COVER, STD 840.54	5	EA	\$ 356.00	\$1,780.00	\$1,099.71	\$5,498.55	209%	\$575.00	\$2,875.00	62%	\$285.00	\$1,425.00	-20%	\$500.00	\$2,500.00	40%
36	2535000000-E	846	8"X 12" CONCRETE CURB	470	LF	\$ 27.50	\$12,925.00	\$23.50	\$11,045.00	-15%	\$18.00	\$8,460.00	-35%	\$35.00	\$16,450.00	27%	\$25.00	\$11,750.00	-9%
37	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	10780	LF	\$ 23.50	\$253,330.00	\$21.00	\$226,380.00	-11%	\$21.00	\$226,380.00	-11%	\$35.00	\$377,300.00	49%	\$24.00	\$258,720.00	2%
38	2591000000-E	848	4" CONCRETE SIDEWALK	4820	SY	\$ 42.00	\$202,440.00	\$40.00	\$192,800.00	-5%	\$40.00	\$192,800.00	-5%	\$50.00	\$241,000.00	19%	\$43.00	\$207,260.00	2%
39	2605000000-N	848	CONCRETE CURB RAMP	25	EA	\$ 1,400.00	\$35,000.00	\$1,400.00	\$35,000.00	0%	\$1,000.00	\$25,000.00	-29%	\$2,735.00	\$68,375.00	95%	\$1,150.00	\$28,750.00	-18%
40	2612000000-E	848	6" CONCRETE DRIVEWAY	750	SY	\$ 82.50	\$61,875.00	\$66.00	\$49,500.00	-20%	\$60.00	\$45,000.00	-27%	\$120.00	\$90,000.00	45%	\$75.00	\$56,250.00	-9%
41	2830000000-N	858	ADJUSTMENT OF MANHOLES	25	EA	\$ 700.00	\$17,500.00	\$839.95	\$20,998.75	20%	\$650.00	\$16,250.00	-7%	\$395.00	\$9,875.00	-44%	\$575.00	\$14,375.00	-18%
42	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	110	EA	\$ 800.00	\$88,000.00	\$250.00	\$27,500.00	-69%	\$510.00	\$56,100.00	-36%	\$440.00	\$48,400.00	-45%	\$195.00	\$21,450.00	-76%
43	2860000000-N	859	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX	1	EA	\$ 3,070.00	\$3,070.00	\$3,674.28	\$3,674.28	20%	\$1,300.00	\$1,300.00	-58%	\$3,255.00	\$3,255.00	6%	\$1,950.00	\$1,950.00	-36%
44	3288000000-N	SP	GUARDRAIL END UNITS, TYPE TL-2	4	EA	\$ 1,900.00	\$7,600.00	\$2,700.00	\$10,800.00	42%	\$2,600.00	\$10,400.00	37%	\$2,700.00	\$10,800.00	42%	\$2,850.00	\$11,400.00	50%
45	3319000000-N	862	GUARDRAIL ANCHOR UNITS, TYPEB-83	4	EA	\$ 1,500.00	\$6,000.00	\$1,850.00	\$7,400.00	23%	\$1,995.00	\$7,980.00	33%	\$1,750.00	\$7,000.00	17%	\$1,950.00	\$7,800.00	30%
46	3360000000-E	863	REMOVE EXISTING GUARDRAIL	60	LF	\$ 2.00	\$120.00	\$3.00	\$180.00	50%	\$4.00	\$240.00	100%	\$3.00	\$180.00	50%	\$10.00	\$600.00	400%
47	3575000000-N	SP	42" SAFETY RAIL	230	LF	\$ 2.25	\$516.75	\$78.00	\$17,940.00	3372%	\$170.00	\$39,100.00	7467%	\$60.00	\$13,800.00	2571%	\$51.00	\$11,730.00	2170%
48	3628000000-E	876	RIP RAP, CLASS I	340	TON	\$ 49.50	\$16,830.00	\$71.27	\$24,231.80	44%	\$58.00	\$19,720.00	17%	\$50.00	\$17,000.00	1%	\$80.00	\$27,200.00	62%
49	3635000000-E	876	RIP RAP, CLASS II	155	TON	\$ 52.50	\$8,137.50	\$78.59	\$12,181.45	50%	\$65.00	\$10,075.00	24%	\$65.00	\$10,075.00	24%	\$85.00	\$13,175.00	62%
50	3649000000-E	876	RIP RAP, CLASS B	10	TON	\$ 46.75	\$467.50	\$99.22	\$992.20	112%	\$85.00	\$850.00	82%	\$150.00	\$1,500.00	221%	\$95.00	\$950.00	103%
51	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1150	SY	\$ 2.00	\$2,300.00	\$5.00	\$5,750.00	150%	\$2.25	\$2,587.50	13%	\$2.50	\$2,875.00	25%	\$2.00	\$2,300.00	0%
52	4116100000-N	904	SIGN ERECTION, RELOCATE, TYPE "E" (GROUND MOUNTED)	20	EA	\$ 110.00	\$2,200.00	\$75.00	\$1,500.00	-32%	\$130.00	\$2,600.00	18%	\$155.00	\$3,100.00	41%	\$165.00	\$3,300.00	50%
53	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	610	SF	\$ 20.00	\$12,200.00	\$6.00	\$3,660.00	-70%	\$9.50	\$5,795.00	-53%	\$5.75	\$3,507.50	-71%	\$6.10	\$3,721.00	-70%
54	4410000000-E	1110	WORK ZONE SIGNS (BARRICADEMOUNTED)	192	SF	\$ 10.50	\$2,016.00	\$6.00	\$1,152.00	-43%	\$7.50	\$1,440.00	-29%	\$5.45	\$1,046.40	-48%	\$5.75	\$1,104.00	-45%
55	4430000000-N	1130	DRUMS	150	EA	\$ 45.00	\$6,750.00	\$163.10	\$24,465.00	262%	\$43.00	\$6,450.00	-4%	\$39.50	\$5,925.00	-12%	\$55.00	\$8,250.00	22%
56	4445000000-E	1145	BARRICADES (TYPE III)	120	LF	\$ 26.00	\$3,120.00	\$30.00	\$3,600.00	15%	\$27.00	\$3,240.00	4%	\$22.50	\$2,700.00	-13%	\$30.00	\$3,600.00	15%
57	4490000000-E	1170	PORTABLE CONCRETE BARRIER (ANCHORED)	350	LF	\$ 50.00	\$17,500.00	\$39.95	\$13,982.50	-20%	\$24.00	\$8,400.00	-52%	\$60.00	\$21,000.00	20%	\$100.00	\$35,000.00	100%
58	4590000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	20	LF	\$ 110.00	\$2,200.00	\$46.25	\$925.00	-58%	\$75.00	\$1,500.00	-32%	\$46.25	\$925.00	-58%	\$100.00	\$2,000.00	-9%
59	4600000000-N	SP	TEMPORARY CURB RAMPS	1	EA	\$ 2,250.00	\$2,250.00	\$777.72	\$777.72	-65%	\$3,250.00	\$3,250.00	44%	\$345.00	\$345.00	-85%	\$2,000.00	\$2,000.00	-11%
60	4600000000-N	SP	PEDESTRIAN TRANSPORT SERVICES (PER TRIP)	25	EA	\$ 45.00	\$1,125.00	\$65.00	\$1,625.00	44%	\$25.00	\$625.00	-44%	\$50.00	\$1,250.00	11%	\$300.00	\$7,500.00	567%
61	4895000000-N	SP	WORK ZONE TRAFFIC PATTERN MASKING	1200	SF	\$ 1.00	\$1,200.00	\$3.00	\$3,600.00	200%	\$10.00	\$12,000.00	900%	\$8.00	\$9,600.00	700%	\$4.25	\$5,100.00	325%
62	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	12960	LF	\$ 1.25	\$16,200.00	\$1.25	\$16,200.00	0%	\$1.50	\$19,440.00	20%	\$1.50	\$19,440.00	20%	\$1.16	\$15,033.60	-7%
63	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	909	LF	\$ 2.75	\$2,499.75	\$2.50	\$2,272.50	-9%	\$4.25	\$3,863.25	55%	\$4.25	\$3,863.25	55%	\$3.70	\$3,363.30	35%
64	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	2	EA	\$ 130.00	\$260.00	\$250.00	\$500.00	92%	\$175.00	\$350.00	35%	\$175.00	\$350.00	35%	\$110.00	\$220.00	-15%
65	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	8	EA	\$ 125.75	\$1,006.00	\$500.00	\$4,000.00	298%	\$175.00	\$1,400.00	39%	\$175.00	\$1,400.00	39%	\$175.00	\$1,400.00	39%
66	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING WHITE LINE, RR X (16", 90 MILS))	31	LF	\$ 10.00	\$310.00	\$5.00	\$155.00	-50%	\$5.15	\$159.65	-49%	\$5.15	\$159.65	-49%	\$8.00	\$248.00	-20%

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				Quantity	Units	Unit Cost	Amount	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate
67	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING WHITE STOPBAR (24", 90 MILS))	137	LF	\$ 9.50	\$1,301.50	\$8.00	\$1,096.00	-16%	\$10.85	\$1,486.45	14%	\$10.85	\$1,486.45	14%	\$14.25	\$1,952.25	50%
68	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	21923	LF	\$ 0.25	\$5,480.75	\$0.40	\$8,769.20	60%	\$0.42	\$9,207.66	68%	\$0.42	\$9,207.66	68%	\$0.42	\$9,207.66	68%
69	4820000000-E	1205	PAINT PAVEMENT MARKING LINES(8")	263	LF	\$ 1.25	\$328.75	\$1.00	\$263.00	-20%	\$1.25	\$328.75	0%	\$1.25	\$328.75	0%	\$0.65	\$170.95	-48%
70	4830000000-E	1205	PAINT PAVEMENT MARKING LINES(16")	31	LF	\$ 2.25	\$69.75	\$2.00	\$62.00	-11%	\$5.15	\$159.65	129%	\$5.15	\$159.65	129%	\$2.65	\$82.15	18%
71	4835000000-E	1205	PAINT PAVEMENT MARKING LINES(24")	66	LF	\$ 3.25	\$214.50	\$3.00	\$198.00	-8%	\$4.00	\$264.00	23%	\$4.00	\$264.00	23%	\$4.75	\$313.50	46%
72	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	2	EA	\$ 140.00	\$280.00	\$75.00	\$150.00	-46%	\$75.00	\$150.00	-46%	\$75.00	\$150.00	-46%	\$75.00	\$150.00	-46%
73	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	8	EA	\$ 145.00	\$1,160.00	\$78.00	\$624.00	-46%	\$75.00	\$600.00	-48%	\$75.00	\$600.00	-48%	\$75.00	\$600.00	-48%
74	5648000000-N	1515	RELOCATE WATER METER	25	EA	\$ 1,700.00	\$42,500.00	\$1,500.00	\$37,500.00	-12%	\$500.00	\$12,500.00	-71%	\$1,920.00	\$48,000.00	13%	\$950.00	\$23,750.00	-44%
75	5672000000-N	1515	RELOCATE FIRE HYDRANT	10	EA	\$ 2,700.00	\$27,000.00	\$5,000.00	\$50,000.00	85%	\$2,500.00	\$25,000.00	-7%	\$6,345.00	\$63,450.00	135%	\$1,800.00	\$18,000.00	-33%
76	5882000000-N	SP	RELOCATE SANITARY SEWER CLEANOUT	25	EA	\$ 1,200.00	\$30,000.00	\$1,800.00	\$45,000.00	50%	\$350.00	\$8,750.00	-71%	\$1,000.00	\$25,000.00	-17%	\$950.00	\$23,750.00	-21%
77	5888000000-N	SP	WATERLINE RELOCATION	1750	LF	\$ 200.00	\$350,000.00	\$93.28	\$163,240.00	-53%	\$45.00	\$78,750.00	-78%	\$61.00	\$106,750.00	-70%	\$135.00	\$236,250.00	-33%
78	5888000000-N	SP	SANITARY SEWER LINE RELOCATION	1500	LF	\$ 225.00	\$337,500.00	\$85.00	\$127,500.00	-62%	\$45.00	\$67,500.00	-80%	\$50.00	\$75,000.00	-78%	\$195.00	\$292,500.00	-13%
79	5771000000-E	SP	2" CONDUIT	5525	LF	\$ 15.00	\$82,875.00	\$21.26	\$117,461.50	42%	\$8.35	\$46,133.75	-44%	\$2.00	\$11,050.00	-87%	\$16.00	\$88,400.00	7%
80	5771000000-E	SP	4" CONDUIT	5525	LF	\$ 25.00	\$138,125.00	\$25.38	\$140,224.50	2%	\$9.05	\$50,001.25	-64%	\$2.00	\$11,050.00	-92%	\$19.50	\$107,737.50	-22%
81	6000000000-E	1605	TEMPORARY SILT FENCE	15345	LF	\$ 4.00	\$61,380.00	\$1.75	\$26,853.75	-56%	\$2.50	\$38,362.50	-38%	\$2.75	\$42,198.75	-31%	\$2.75	\$42,198.75	-31%
82	6006000000-E	1610	STONE FOR EROSION CONTROL,CLASS A	90	TON	\$ 39.00	\$3,510.00	\$81.64	\$7,347.60	109%	\$60.00	\$5,400.00	54%	\$52.00	\$4,680.00	33%	\$77.00	\$6,930.00	97%
83	6009000000-E	1610	STONE FOR EROSION CONTROL,CLASS B	315	TON	\$ 39.00	\$12,285.00	\$81.64	\$25,716.60	109%	\$60.00	\$18,900.00	54%	\$51.00	\$16,065.00	31%	\$77.00	\$24,255.00	97%
84	6012000000-E	1610	SEDIMENT CONTROL STONE	755	TON	\$ 39.00	\$29,445.00	\$84.13	\$63,518.15	116%	\$55.00	\$41,525.00	41%	\$50.00	\$37,750.00	28%	\$70.00	\$52,850.00	79%
85	6015000000-E	1615	TEMPORARY MULCHING	9	ACR	\$ 1,263.00	\$11,367.00	\$1,450.00	\$13,050.00	15%	\$1,800.00	\$16,200.00	43%	\$1,250.00	\$11,250.00	-1%	\$1,900.00	\$17,100.00	50%
86	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	600	LB	\$ 3.25	\$1,950.00	\$1.50	\$900.00	-54%	\$7.00	\$4,200.00	115%	\$1.00	\$600.00	-69%	\$7.50	\$4,500.00	131%
87	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	3	TON	\$ 645.00	\$1,935.00	\$1,000.00	\$3,000.00	55%	\$1,500.00	\$4,500.00	133%	\$1,500.00	\$4,500.00	133%	\$1,600.00	\$4,800.00	148%
88	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	\$ 13.50	\$2,700.00	\$38.88	\$7,776.00	188%	\$5.00	\$1,000.00	-63%	\$25.00	\$5,000.00	85%	\$18.50	\$3,700.00	37%
89	6029000000-E	SP	SAFETY FENCE	200	LF	\$ 2.75	\$550.00	\$1.30	\$260.00	-53%	\$3.00	\$600.00	9%	\$3.00	\$600.00	9%	\$5.00	\$1,000.00	82%
90	6030000000-E	1630	SILT EXCAVATION	330	CY	\$ 12.50	\$4,125.00	\$44.26	\$14,605.80	254%	\$54.21	\$17,889.30	334%	\$11.00	\$3,630.00	-12%	\$26.00	\$8,580.00	108%
91	6036000000-E	1631	MATting FOR EROSION CONTROL	15030	SY	\$ 1.25	\$18,787.50	\$1.85	\$27,805.50	48%	\$1.95	\$29,308.50	56%	\$1.85	\$27,805.50	48%	\$2.05	\$30,811.50	64%
92	6037000000-E	SP	COIR FIBER MAT	100	SY	\$ 3.75	\$375.00	\$2.50	\$250.00	-33%	\$4.00	\$400.00	7%	\$10.00	\$1,000.00	167%	\$4.50	\$450.00	20%
93	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	15	SY	\$ 6.00	\$90.00	\$4.00	\$60.00	-33%	\$15.00	\$225.00	150%	\$8.00	\$120.00	33%	\$20.00	\$300.00	233%
94	6042000000-E	1632	1/4" HARDWARE CLOTH	3090	LF	\$ 4.50	\$13,905.00	\$3.00	\$9,270.00	-33%	\$4.00	\$12,360.00	-11%	\$4.00	\$12,360.00	-11%	\$5.50	\$16,995.00	22%
95	6070000000-N	1639	SPECIAL STILLING BASINS	2	EA	\$ 400.00	\$800.00	\$1,709.70	\$3,419.40	327%	\$475.00	\$950.00	19%	\$1,235.00	\$2,470.00	209%	\$750.00	\$1,500.00	88%
96	6071012000-E	SP	COIR FIBER WATTLE	60	LF	\$ 15.75	\$945.00	\$5.00	\$300.00	-68%	\$8.75	\$525.00	-44%	\$15.00	\$900.00	-5%	\$10.00	\$600.00	-37%
97	6071014000-E	SP	COIR FIBER WATTLE BARRIER	20	LF	\$ 13.75	\$275.00	\$10.00	\$200.00	-27%	\$15.00	\$300.00	9%	\$175.00	\$3,500.00	1173%	\$12.00	\$240.00	-13%
98	6071020000-E	SP	POLYACRYLAMIDE (PAM)	20	LB	\$ 10.00	\$200.00	\$8.00	\$160.00	-20%	\$9.00	\$180.00	-10%	\$125.00	\$2,500.00	1150%	\$15.00	\$300.00	50%
99	6071030000-E	1640	COIR FIBER BAFFLE	40	LF	\$ 6.75	\$270.00	\$4.50	\$180.00	-33%	\$8.25	\$330.00	22%	\$35.00	\$1,400.00	419%	\$12.00	\$480.00	78%
100	6084000000-E	1660	SEEDING & MULCHING	9	ACR	\$ 1,985.00	\$17,865.00	\$2,450.00	\$22,050.00	23%	\$2,800.00	\$25,200.00	41%	\$2,000.00	\$18,000.00	1%	\$2,900.00	\$26,100.00	46%
101	6087000000-E	1660	MOWING	6	ACR	\$ 78.00	\$468.00	\$300.00	\$1,800.00	285%	\$300.00	\$1,800.00	285%	\$160.00	\$960.00	105%	\$310.00	\$1,860.00	297%

Line #	Item #	Sec #	Description	Engineer's				Blythe Construction			Dane Construction			Mountaineer Contractors			Sealand Contractors		
				Quantity	Units	Unit Cost	Amount	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate
102	6090000000-E	1661	SEED FOR REPAIR SEEDING	100	LB	\$ 6.75	\$675.00	\$2.50	\$250.00	-63%	\$10.00	\$1,000.00	48%	\$6.00	\$600.00	-11%	\$10.50	\$1,050.00	56%
103	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	\$ 1,063.00	\$265.75	\$1,000.00	\$250.00	-6%	\$2,100.00	\$525.00	98%	\$1,300.00	\$325.00	22%	\$2,200.00	\$550.00	107%
104	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	200	LB	\$ 4.75	\$950.00	\$2.50	\$500.00	-47%	\$8.00	\$1,600.00	68%	\$6.00	\$1,200.00	26%	\$8.50	\$1,700.00	79%
105	6108000000-E	1665	FERTILIZER TOPDRESSING	6	TON	\$ 630.00	\$3,780.00	\$1,000.00	\$6,000.00	59%	\$1,800.00	\$10,800.00	186%	\$15.00	\$90.00	-98%	\$1,900.00	\$11,400.00	202%
106	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	\$ 86.50	\$865.00	\$45.00	\$450.00	-48%	\$45.00	\$450.00	-48%	\$60.00	\$600.00	-31%	\$50.00	\$500.00	-42%
107	6117000000-N	1675	RESPONSE FOR EROSION CONTROL	25	EA	\$ 291.50	\$7,287.50	\$250.00	\$6,250.00	-14%	\$75.00	\$1,875.00	-74%	\$150.00	\$3,750.00	-49%	\$525.00	\$13,125.00	80%
108	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	2	EA	\$ 200.00	\$400.00	\$3,837.22	\$7,674.44	1819%	\$1,750.00	\$3,500.00	775%	\$1,500.00	\$3,000.00	650%	\$1,300.00	\$2,600.00	550%
109	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/ COUNTDOWN)	10	EA	\$ 850.00	\$8,500.00	\$800.00	\$8,000.00	-6%	\$700.00	\$7,000.00	-18%	\$700.00	\$7,000.00	-18%	\$740.00	\$7,400.00	-13%
110	7060000000-E	1705	SIGNAL CABLE	2650	LF	\$ 4.00	\$10,600.00	\$2.00	\$5,300.00	-50%	\$2.20	\$5,830.00	-45%	\$2.50	\$6,625.00	-38%	\$2.32	\$6,148.00	-42%
111	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	14	EA	\$ 850.00	\$11,900.00	\$800.00	\$11,200.00	-6%	\$800.00	\$11,200.00	-6%	\$800.00	\$11,200.00	-6%	\$845.00	\$11,830.00	-1%
112	7264000000-E	1710	MESSENGER CABLE (3/8")	250	LF	\$ 5.00	\$1,250.00	\$4.00	\$1,000.00	-20%	\$6.00	\$1,500.00	20%	\$6.00	\$1,500.00	20%	\$6.35	\$1,587.50	27%
113	7300000000-E	1715	UNPAVED TRENCHING (1 CONDUITS, 2")	650	LF	\$ 7.50	\$4,875.00	\$8.00	\$5,200.00	7%	\$7.50	\$4,875.00	0%	\$7.50	\$4,875.00	0%	\$7.90	\$5,135.00	5%
114	7301000000-E	1715	DIRECTIONAL DRILL (2 CONDUITS, 2")	200	LF	\$ 18.00	\$3,600.00	\$20.00	\$4,000.00	11%	\$17.50	\$3,500.00	-3%	\$17.50	\$3,500.00	-3%	\$18.50	\$3,700.00	3%
115	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	12	EA	\$ 400.00	\$4,800.00	\$320.00	\$3,840.00	-20%	\$315.00	\$3,780.00	-21%	\$315.00	\$3,780.00	-21%	\$335.00	\$4,020.00	-16%
116	7360000000-N	1720	WOOD POLE	5	EA	\$ 1,450.00	\$7,250.00	\$1,100.00	\$5,500.00	-24%	\$1,020.00	\$5,100.00	-30%	\$1,020.00	\$5,100.00	-30%	\$1,075.00	\$5,375.00	-26%
117	7372000000-N	1721	GUY ASSEMBLY	6	EA	\$ 500.00	\$3,000.00	\$380.00	\$2,280.00	-24%	\$700.00	\$4,200.00	40%	\$700.00	\$4,200.00	40%	\$740.00	\$4,440.00	48%
118	7420000000-E	1722	2" RISER WITH WEATHERHEAD	5	EA	\$ 500.00	\$2,500.00	\$400.00	\$2,000.00	-20%	\$585.00	\$2,925.00	17%	\$585.00	\$2,925.00	17%	\$615.00	\$3,075.00	23%
119	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1050	LF	\$ 8.00	\$8,400.00	\$6.50	\$6,825.00	-19%	\$7.90	\$8,295.00	-1%	\$7.90	\$8,295.00	-1%	\$8.25	\$8,662.50	3%
120	7456000000-E	1726	LEAD-IN CABLE (14-2 PAIR)	3250	LF	\$ 2.50	\$8,125.00	\$1.85	\$6,012.50	-26%	\$1.50	\$4,875.00	-40%	\$1.50	\$4,875.00	-40%	\$1.60	\$5,200.00	-36%
121	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	1	EA	\$ 16,500.00	\$16,500.00	\$20,000.00	\$20,000.00	21%	\$17,000.00	\$17,000.00	3%	\$17,000.00	\$17,000.00	3%	\$18,000.00	\$18,000.00	9%
122	7631000000-N	SP	MAST ARM WITH METAL POLE DE-SIGN	1	EA	\$ 305.00	\$305.00	\$400.00	\$400.00	31%	\$125.00	\$125.00	-59%	\$125.00	\$125.00	-59%	\$135.00	\$135.00	-56%
123	7613000000-N	SP	SOIL TEST	1	EA	\$ 1,175.00	\$1,175.00	\$3,000.00	\$3,000.00	155%	\$2,585.00	\$2,585.00	120%	\$2,585.00	\$2,585.00	120%	\$2,725.00	\$2,725.00	132%
124	7614100000-E	SP	DRILLED PIER FOUNDATION	4	CY	\$ 975.00	\$3,900.00	\$1,100.00	\$4,400.00	13%	\$1,121.00	\$4,484.00	15%	\$1,121.00	\$4,484.00	15%	\$1,180.00	\$4,720.00	21%
125	7642100000-N	1743	TYPE I POST WITH FOUNDATION	6	EA	\$ 1,250.00	\$7,500.00	\$1,500.00	\$9,000.00	20%	\$1,100.00	\$6,600.00	-12%	\$1,100.00	\$6,600.00	-12%	\$1,160.00	\$6,960.00	-7%
126	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	3	EA	\$ 1,850.00	\$5,550.00	\$2,000.00	\$6,000.00	8%	\$1,850.00	\$5,550.00	0%	\$1,850.00	\$5,550.00	0%	\$1,950.00	\$5,850.00	5%
127	7684000000-N	1750	SIGNAL CABINET FOUNDATION	2	EA	\$ 985.00	\$1,970.00	\$900.00	\$1,800.00	-9%	\$1,600.00	\$3,200.00	62%	\$1,600.00	\$3,200.00	62%	\$1,685.00	\$3,370.00	71%
128	7756000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070L, BASE MOUNTED)	2	EA	\$ 15,000.00	\$30,000.00	\$13,800.00	\$27,600.00	-8%	\$13,500.00	\$27,000.00	-10%	\$13,500.00	\$27,000.00	-10%	\$14,200.00	\$28,400.00	-5%
129	7780000000-N	1751	DETECTOR CARD (TYPE 2070L)	12	EA	\$ 150.00	\$1,800.00	\$125.00	\$1,500.00	-17%	\$98.00	\$1,176.00	-35%	\$98.00	\$1,176.00	-35%	\$105.00	\$1,260.00	-30%
130	7980000000-N	SP	GENERIC SIGNAL ITEM (APS DETECTOR STATIONS)	10	EA	\$ 1,850.00	\$18,500.00	\$900.00	\$9,000.00	-51%	\$950.00	\$9,500.00	-49%	\$950.00	\$9,500.00	-49%	\$1,000.00	\$10,000.00	-46%
131	7980000000-N	SP	GENERIC SIGNAL ITEM (CENTRAL CONTROL UNITS FOR APS DETECTOR STATIONS)	2	EA	\$ 9,250.00	\$18,500.00	\$3,800.00	\$7,600.00	-59%	\$1,800.00	\$3,600.00	-81%	\$1,800.00	\$3,600.00	-81%	\$1,900.00	\$3,800.00	-79%
132	7980000000-N	SP	PROTECTIVE COATING FOR SINGLE MAST ARM POLE (BLACK)	1	EA	\$ 2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	-9%	\$1,600.00	\$1,600.00	-42%	\$1,600.00	\$1,600.00	-42%	\$1,675.00	\$1,675.00	-39%
133	7980000000-N	SP	PROTECTIVE COATING FOR SIGNAL PEDESTAL (BLACK)	2	EA	\$ 250.00	\$500.00	\$200.00	\$400.00	-20%	\$75.00	\$150.00	-70%	\$75.00	\$150.00	-70%	\$80.00	\$160.00	-68%
134	7980000000-N	SP	VEHICLE PREEMPTION SYSTEM - INTERSECTION EQUIPMENT	2	EA	\$ 5,200.00	\$10,400.00	\$5,800.00	\$11,600.00	12%	\$4,655.00	\$9,310.00	-10%	\$4,655.00	\$9,310.00	-10%	\$4,900.00	\$9,800.00	-6%
135	8210000000-N	422	CONCRETE APPROACH FOR BRIDGE/BOARDWALK	2	EA	\$ 4,000.00	\$8,000.00	\$6,101.28	\$12,202.56	53%	\$2,500.00	\$5,000.00	-38%	\$9,000.00	\$18,000.00	125%	\$2,700.00	\$5,400.00	-33%
136	8364000000-E	450	HP12X53 STEEL PILES	375	LF	\$ 50.00	\$18,750.00	\$103.65	\$38,868.75	107%	\$35.00	\$13,125.00	-30%	\$195.00	\$73,125.00	290%	\$53.00	\$19,875.00	6%

Line #	Item #	Sec #	Description	Engineer's			Blythe Construction			Dane Construction			Mountaineer Contractors			Sealand Contractors			
				Quantity	Units	Unit Cost	Amount	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate	Unit Cost	Bid Amount	% over/under Estimate
137	8112730000-N	450	PDA TESTING	1	EA	\$ 2,500.00	\$2,500.00	\$2,573.65	\$2,573.65	3%	\$3,250.00	\$3,250.00	30%	\$8,000.00	\$8,000.00	220%	\$2,625.00	\$2,625.00	5%
138	8867000000-E	SP	GENERIC STRUCTURE ITEM (BOARDWALKS 10FT AND UNDER)	165	LF	\$ 500.00	\$82,500.00	\$1,258.11	\$207,588.15	152%	\$1,445.00	\$238,425.00	189%	\$1,000.00	\$165,000.00	100%	\$585.00	\$96,525.00	17%
139	8867000000-E	SP	GENERIC STRUCTURE ITEM (BOARDWALK TIMBER PILES)	1120	LF	\$ 40.00	\$44,800.00	\$48.00	\$53,760.00	20%	\$46.50	\$52,080.00	16%	\$17.00	\$19,040.00	-58%	\$11.75	\$13,160.00	-71%
140	8897000000-N	SP	GENERIC STRUCTURE ITEM (40' PREFABRICATED BRIDGE WITH TREX DECK)	1	LS	\$ 50,200.00	\$50,200.00	\$57,712.82	\$57,712.82	15%	\$85,000.00	\$85,000.00	69%	\$45,900.00	\$45,900.00	-9%	\$32,000.00	\$32,000.00	-36%
141	8897000000-N	SP	GENERIC STRUCTURE ITEM (40' BRIDGE SUBSTRUCTURE)	1	LS	\$ 40,000.00	\$40,000.00	\$38,302.35	\$38,302.35	-4%	\$50,000.00	\$50,000.00	25%	\$31,000.00	\$31,000.00	-23%	\$17,000.00	\$17,000.00	-58%
142	8897000000-N	SP	GENERIC STRUCTURE ITEM (40' BRIDGE ERECTION)	1	LS	\$ 20,000.00	\$20,000.00	\$16,191.60	\$16,191.60	-19%	\$7,500.00	\$7,500.00	-63%	\$23,000.00	\$23,000.00	15%	\$5,000.00	\$5,000.00	-75%
143	8897000000-N	SP	GENERIC STRUCTURE ITEM (30' PREFABRICATED BRIDGE WITH TREX DECK)	1	LS	\$ 42,500.00	\$42,500.00	\$45,885.73	\$45,885.73	8%	\$85,000.00	\$85,000.00	100%	\$38,950.00	\$38,950.00	-8%	\$26,000.00	\$26,000.00	-39%
144	8897000000-N	SP	GENERIC STRUCTURE ITEM (30' BRIDGE SUBSTRUCTURE)	1	LS	\$ 40,000.00	\$40,000.00	\$41,533.41	\$41,533.41	4%	\$50,000.00	\$50,000.00	25%	\$38,250.00	\$38,250.00	-4%	\$30,000.00	\$30,000.00	-25%
145	8897000000-N	SP	GENERIC STRUCTURE ITEM (30' BRIDGE ERECTION)	1	LS	\$ 20,000.00	\$20,000.00	\$16,191.60	\$16,191.60	-19%	\$7,500.00	\$7,500.00	-63%	\$25,250.00	\$25,250.00	26%	\$5,000.00	\$5,000.00	-75%
146	8897000000-N	SP	GENERIC STRUCTURE ITEM (APPROACH RAIL SET)	4	EA	\$ 6,000.00	\$24,000.00	\$2,600.00	\$10,400.00	-57%	\$2,050.00	\$8,200.00	-66%	\$1,650.00	\$6,600.00	-73%	\$4,700.00	\$18,800.00	-22%

Sub-Total	\$3,926,181.25	\$5,101,181.78	29.93%	\$6,114,285.84	55.73%	\$4,207,609.06	7.17%	\$5,392,869.16	37.36%
Contingency (10%)	\$ 392,618.12	\$510,118.18		\$611,428.58		\$420,760.91		\$539,286.92	
TOTAL	\$4,318,799.37	\$5,611,299.96		\$6,725,714.42		\$4,628,369.97		\$5,932,156.08	

Line Item No. 6 should read \$3,600 causing an error in the bid total. 10% Contingency was not correctly calculate, nor was the contract total.

2019 Street Bonds Capital Project Budget Ordinance for the Town of
 Mooresville - Amendment 15

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

Section 1: The project authorized is the acquisition, construction, renovation, and improvement of transportation capital projects and the acquisition of any necessary furnishings and equipment, land, right-of-way and easement required therefore to be financed by the sale of general obligation bonds.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the bond resolution and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Capital Projects	\$ 881,691
Total Appropriations	\$ 881,691

Section 4: The following revenues are anticipated to be available to complete this project:

Bond Proceeds	\$ 10,876,935
Transfer to NC 150/ NC 801	(408,479)
Transfer to West McLelland Avenue	(3,353,446)
Transfer to Mooresville School Network Sidewalk	(1,900,000)
Transfer to Dye Creek Greenway	(309,974)
Interest Earnings available as of July 31, 2020	177,824
Transfer to East-West Connector	(1,239,898)
Transfer from Mooresville School Network Sidewalk	641,000
Transfer to West Wilson Project	(410,367)
Transfer to Charlotte Street Improvements	(60,000)
Transfer from West McLelland Avenue Improvements	49,265
Transfer to West Wilson Project	(3,181,169)
Total Estimated Revenues	\$ 881,691

Section 5: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy reporting requirements.

Section 6: Funds may be transferred from the General Fund for the purpose of making payments as due.

Section 7: The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed \$100,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, and the Budget Officer and the Finance Director for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require re-appropriation in any subsequent fiscal year.

Section 12: See Attachment for detailed summary of amendment.

Adopted this the ____ day of _____, 2020.

Miles Atkins, Mayor

Attest: _____

Genevieve Glaser, Town Clerk



Town of Mooresville

Project Budget Ordinance Amendment

Date: September 8, 2020
Project: 2019 Street Bond Holdings

Prior Budget:

Street Bond Holdings		
Design	Construction	Total
\$	10,876,935	\$ 10,876,935

Change:

Transfer to NC 115/ NC 150		
\$	(500,000)	\$ (500,000) Amendment 1

Transfer to West McLelland Avenue		
\$	(3,353,446)	\$ (3,353,446) Amendment 2

Transfer to NC 150/ NC 801		
\$	(2,732,983)	\$ (2,732,983) Amendment 3

Interest Income Earnings as of July 31, 2019		
\$	56,974	\$ 56,974 Amendment 4

Transfer to Mooresville School Network Sidewalk		
\$	(1,700,000)	\$ (1,700,000) Amendment 5

Interest Income Earnings for August and September 2019		
\$	37,158	\$ 37,158 Amendment 6

Transfer to NC 115/NC 150		
\$	(192,934)	\$ (192,934) Amendment 6

Transfer to Mooresville School Sidewalk Network		
\$	(200,000)	\$ (200,000) Amendment 7

Transfer from NC 150/ NC 801		
\$	2,324,504	\$ 2,324,504 Amendment 8

Transfer from NC 115/ NC 150		
\$	692,934	\$ 692,934 Amendment 8

Interest Income Earnings for October, November and December 2019		
\$	44,945	\$ 44,945 Amendment 9

Transfer to Dye Creek Project Ordinance		
\$	(309,974)	\$ (309,974) Amendment 9

Transfer to East-West Connector		
\$	(1,239,898)	\$ (1,239,898) Amendment 10

Transfer from Mooresville School Network Sidewalk					
	\$	641,000	\$	641,000	Amendment 11

Transfer to West Wilson Project					
	\$	(410,367)	\$	(410,367)	Amendment 12

Interest Income Earnings for January through July, 2020					
	\$	38,747	\$	38,747	Amendment 12

Transfer to Charlotte Street Improvements					
	\$	(60,000)	\$	(60,000)	Amendment 13

Transfer from West McLelland Avenue improvements					
	\$	49,265	\$	49,265	Amendment 14

Transfer to West Wilson Project					
	\$	(3,181,169)	\$	(3,181,169)	Amendment 15

New Budget:

Street Bond Holdings		
Design	Construction	Total
\$ -	\$ 881,691	\$ 881,691



Town of Mooresville Budget Amendment

Date: December 7, 2020
Department: Capital Project Ordinance
West Wilson Avenue Improvements

Purpose: Consider an amendment to accept an operating transfer from Stormwater Fund and a transfer from Street Bonds 2019 to cover the contract with Mountaineer Contractors, Inc.

Revenue:

Fund	Account	Current Budget	Amended Budget	Change to Budget
7101000-3750	Operating Transfer	\$ 2,512,190	\$ 3,959,392	\$ 1,447,202
	Total	\$ 2,512,190	\$ 3,959,392	\$ 1,447,202

Expense:

Fund	Account	Current Budget	Amended Budget	Change to Budget
71520550-5550	Other Structures & Improvements	\$ 13,000	\$ 4,641,371	\$ 4,628,371
71520000-5550-2019	Other Structures & Improvements	\$ 4,062,860	\$ 881,691	\$ (3,181,169)
	Total	\$ 4,075,860	\$ 5,523,062	\$ 1,447,202

Date approved by Board of Commissioners:

Approved in MUNIS:

Posted:



Town of Mooresville Budget Amendment

Date: December 7, 2020
Department: Stormwater

Purpose: Consider an amendment to appropriate retained earnings to transfer to the West Wilson Improvements project in order to cover the contract with Mountaineer Contractors, Inc.

Revenue:

Fund	Account	Current Budget	Amended Budget	Change to Budget
3101000-3752	Appropriated Retained Earnings	\$ 34,737	\$ 1,481,939	\$ 1,447,202
	Total	\$ 34,737	\$ 1,481,939	\$ 1,447,202

Expense:

Fund	Account	Current Budget	Amended Budget	Change to Budget
31990000-5900	Transfer to Other Fund	\$ 285,114	\$ 1,732,316	\$ 1,447,202
	Total	\$ 285,114	\$ 1,732,316	\$ 1,447,202

Date approved by Board of Commissioners:
 Approved in MUNIS:
 Posted:

West Wilson Avenue Improvements Capital Project Budget Ordinance for
the Town of Mooresville – Amendment 9

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

Section 1: The project authorized is the design, acquisition, construction, renovation, and improvement of West Wilson Avenue and the acquisition of any necessary furnishings and equipment, land, right-of-way and easement in land required therefore to be financed by the sale of general obligation bonds.

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the bond resolution and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Design	\$ 397,595
Land	240,000
Construction	5,038,738
Total Appropriations	\$ 5,676,333

Section 4: The following revenues are anticipated to be available to complete this project:

Proceeds from 2015 Street Bonds	\$ 637,595
Transfer from Stormwater Fund	1,447,202
Proceeds from 2019 Street Bonds	3,591,536
Total Estimated Revenues	\$ 5,676,333

Section 5: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy reporting requirements.

Section 6: Funds may be transferred from the General Fund for the purpose of making payments as due.

Section 7: The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9: The Budget Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as deemed necessary during the course of the development of the project, provided that (a) the amount of any such transfer shall not exceed \$100,000 without prior approval of the Board of Commissioner, and (b) an official report of all such transfers at the next regular meeting of the Board of Commissioners.

Section 10: Copies of this capital project ordinance shall be furnished to the Town Clerk, and the Budget Officer and the Finance Director for direction in carrying out this project.

Section 11: Authorized project expenditures represent appropriations necessary for the completion of projects and therefore do not require reappropriation in any subsequent fiscal year.

Section 12: See Attachment for detailed summary of amendment.

Adopted this the ____ day of _____, 2020.

Miles Atkins, Mayor

Attest: _____

Genevieve Glaser, Town Clerk



Town of Mooresville Project Budget Ordinance Amendment

Date: December 7, 2020
Project: West Wilson Avenue

Prior Budget:

West Wilson Avenue			
Design	Construction	Land	Total
\$ 397,595	\$ 410,367	\$ 240,000	\$ 1,047,962

Amendment 8

Change:

Transfer from Stormwater Fund			
\$ -	\$ 1,447,202	\$ -	\$ 1,447,202

Transfer from 2019 Street Bond Holding			
\$ -	\$ 3,181,169	\$ -	\$ 3,181,169

New Budget:

West Wilson Avenue			
Design	Construction	Land	Total
\$ 397,595	\$ 5,038,738	\$ 240,000	\$ 5,676,333

Amendment 9



Town of Mooresville

Board of Commissioners

To: Honorable Mayor and Board of Commissioners

From: Planning and Community Development

Subject: Consider a REZONING request from MV2 Investments, LLC and Vinny Giglio for properties located between North Church and Clover Streets

Type: Public Hearing

Date: December 4, 2020

SUMMARY: Consider a REZONING request from MV2 Investments, LLC and Vinny Giglio for properties located between North Church and Clover Streets to go from Neighborhood Mixed Use (NMX) and Town Center (TC) to entirely TC to facilitate the development of a parking lot.

ACTION RECOMMENDED: Hold the Public Hearing
Consider the Rezoning request
Consider the Statement of Reasonableness and Compliance

ATTACHMENTS:

[Town Board ZC-2020-22 Clover St Packet 12-4-2020.pdf](#)



Town of Mooresville

Board of Commissioners Staff Report

From: Danny Wilson, Planning & Community Development Director
Date: December 4, 2020
Project: ZC-2020-22, Clover Street

Request

This is a conventional request to rezone 0.94 acres located between North Church and Clover streets, PINs 4667-22-5250, 4667-22-5380, 4667-22-5365, 4667-22-5359, 4667-22-5560, 4667-22-5408, and 4667-22-6124 from Neighborhood Mixed Use (NMX) and Town Center (TC) to entirely TC to facilitate the development of a parking lot. The parking lot will be associated with the Mill One development located at 201 N Church Street.

There are no conditions related to this request.

MV2 Investments, LLC and Vinny Giglio are the applicants and property owners for this rezoning request.

Project Description

Located between North Church and Clover streets, the properties are adjacent to parking lots to the north, Liberty Park to the south, single family homes to the east, and the Mooresville Graded School District Student Services office to the west. The properties are adjacent to the NMX zoning district to the south and east and the TC zoning district to the north and west. The location, aerial, and zoning maps are attached to this report.

As a conventional rezoning request, there is no Concept Plan for consideration.

Town Standards

Even though this request does not require an approved Concept Plan, significant changes cannot be made to the site until a Concept Plan is reviewed by the Technical Review Committee (TRC), which includes representatives from Planning, Fire, Engineering, Public Works, and Utilities, to ensure it is compliant with all applicable Town standards.

The OneMooresville Plan designates these properties as Town Residential, which is “intended to preserve the traditional building pattern of mixed residential development sometimes referred to as ‘traditional’ or ‘pre-World War II’ development patterns.” The primary uses of Town Residential are single family, townhomes, duplexes, triplexes, and quadplexes. The desired residential density is 3 to 8 units per acre with additional for accessor dwelling units. The Downtown Master Plan states, “the town should encourage development of new mixed-use commercial, residential, and live-work infill buildings on Church Street with the Core, focusing especially on uses with sidewalk level storefronts that activate the street.” The Future Character and Land Use Map and applicable section of the Downtown Master Plan are attached to this report.

Zoning Map Amendment Standards (Rezoning)

Section 2.3.1(8) of the Zoning Ordinance describes specific items to be considered when making amendments to the official zoning map.

These items are found in Section 2.3.1.(8) and include the following:

1. Whether and the extent to which the proposed amendment is consistent with the Comprehensive Land Use Plan, and any relevant adopted small area plans;
 - a. The proposed amendment is not consistent with the Comprehensive Land Use Plan, as it calls for Town Residential which emphasizes residential development. However, the proposed amendment is consistent with the Downtown Master Plan because it encourages mixed-use development, which this parking lot supports.
2. Whether and the extent to which there are changed conditions that require an amendment.
 - a. The change in conditions is the redevelopment of the Mill One site, which is now underway. Due to the size of the existing Mill One property, adequate parking could not be accommodated on the property, so additional surface parking was needed in close proximity.
3. Whether and the extent to which the proposed amendment addresses a demonstrated community need;
 - a. The proposed amendment supports the Mill One Development, which is consistent with the One Mooresville Plan, the Downtown Master Plan, and several Town goals.
4. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
 - a. The proposed amendment is located in an area that contains numerous uses, including parking lots, residential houses, an office, and a public park. The properties to the north that are existing parking lots are zoned TC, so, if approved, this request would extend that zoning and use further south.
5. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern, or deviate from logical and orderly development patterns;
 - a. The proposed amendment would result in a logical and orderly development pattern, as it allows for the utilization of existing lots for support infrastructure to a nearby development.
6. Whether and the extent to which the proposed amendment would encourage pre-mature development;
 - a. The proposed amendment will not encourage pre-mature development, as the proposed project consists of infill development on properties that are surrounded by existing development.
7. Whether and the extent to which the proposed amendment would result in strip or ribbon commercial development;
 - a. The proposed amendment will not result in strip development, as it is infill development surrounded by previously developed properties.
8. Whether and the extent to which the proposed amendment will result in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts;

- a. The proposed amendment will not result in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts because the properties are adjacent to the TC designation.
9. Whether and the extent to which the proposed amendment will result in significant adverse impacts on the property values of surrounding lands; and
 - a. The proposed amendment is not anticipated to have significant adverse impacts on the property values of surrounding lands.
10. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.
 - a. The proposed amendment will not result in significantly adverse impacts on the natural environment, as the property does not appear to contain any major environmentally sensitive features and all development will follow applicable federal, state, and local environmental protection laws.

Analysis

Zoning Ordinance: As a Concept Plan is not required for this rezoning request, no plan has been reviewed by Town staff; however, any site development would have to comply with all requirements identified in the Zoning Ordinance before construction could occur.

OneMooresville Plan: These properties are designated as Town Residential, which is “intended to preserve the traditional building pattern of mixed residential development sometimes referred to as ‘traditional’ or ‘pre-World War II’ development patterns.” The primary uses of Town Residential are single family, townhomes, duplexes, triplexes, and quadplexes. The desired residential density is 3 to 8 units per acre with additional for accessor dwelling units. The parking lot use is not consistent with the Town Residential designation, as it calls for residential development.

Downtown Master Plan: A priority of the Downtown Master Plan is to re-establish Church Street. The plan states, “the town should encourage development of new mixed-use commercial, residential, and live-work infill buildings on Church Street with the Core, focusing especially on uses with sidewalk level storefronts that activate the street.” The rezoning request will help facilitate the mixed-use commercial development that the Downtown Master Plan encourages.

Neighborhood Compatibility: The property is located in an area that contains numerous uses, including single-family residential, office, public park, and surface parking lots. The property is also in very close proximity to commercial uses and Mooresville Town Hall. With the variety of uses that existing in this area, the property can act as a buffer and transition area between the commercial and office uses and the single-family home residential uses.

Zoning Map Amendment Standards: The standards outlined in Section 2.3.1(8) seek to ensure proposed development will not facilitate any adverse impacts on the town. This rezoning request meets all but one of the requirements of Section 2.3.1(8).

Next Steps

Assuming approval, before development can occur, the following will need to be accomplished:

- Concept Plan approval (Town staff)
- Construction Drawing approval (Town staff)
- Land disturbance permit (Iredell County staff)
- Building permit, if necessary (Iredell County staff)

Staff Recommendation

Staff recommends approval of the rezoning request even though it is inconsistent with the OneMooreville Plan because it is consistent with and helps implement the recommendations of the Downtown Master Plan, as well as supports several other Town goals encouraging redevelopment and the construction of residential dwelling units downtown.

Planning Board Meeting and Recommendation

During the Planning Board meeting on October 8th, no citizens spoke for or against the project.

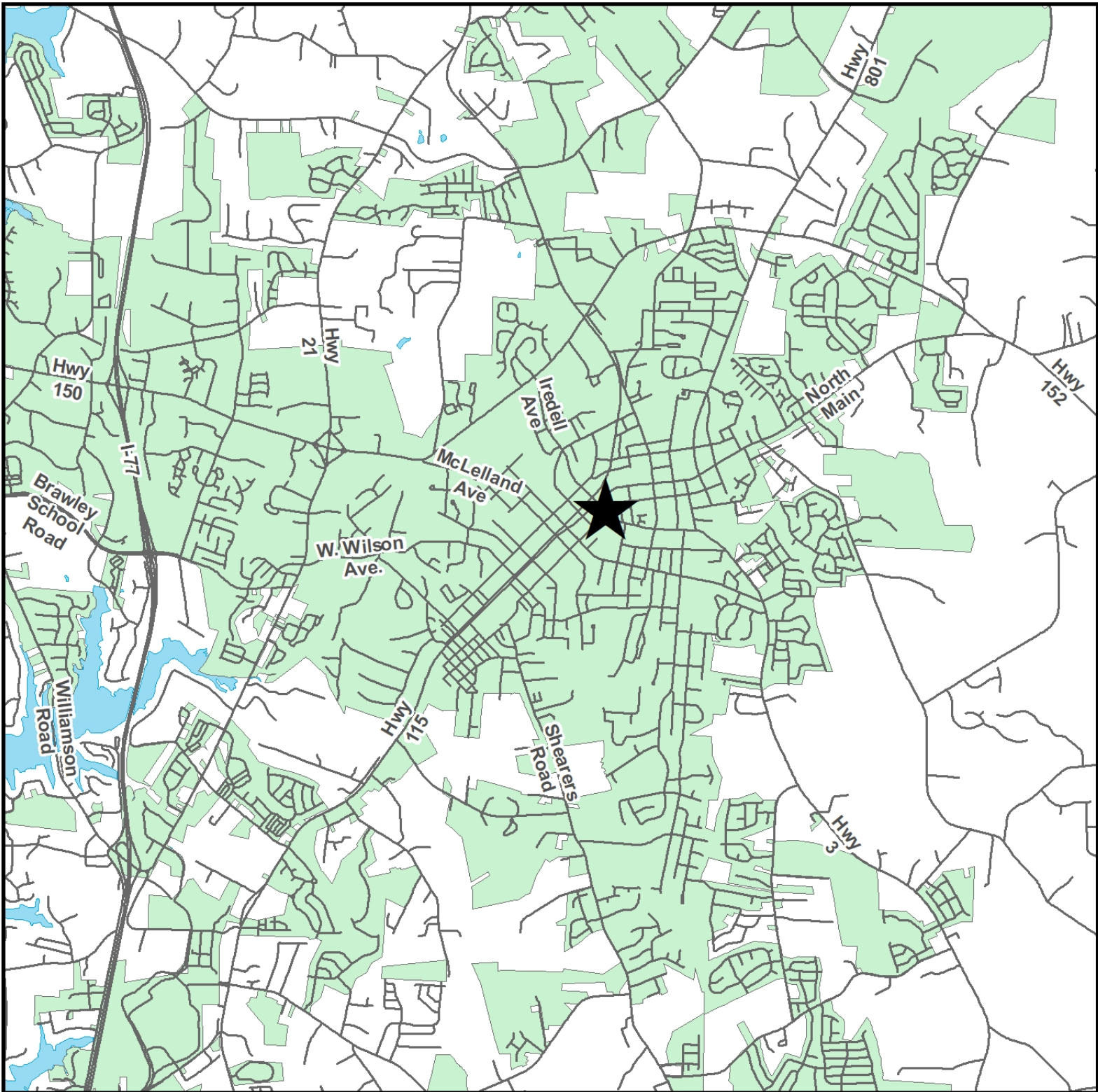
The Planning Board unanimously recommended approval of this request. The adopted Statement of Reasonableness is attached.

Board of Commissioners Options

1. Approve the conditional rezoning request because it is consistent with the OneMooreville Plan.
2. Deny the conditional rezoning request because it is not consistent with the OneMooreville Plan.
3. Approve the conditional rezoning request even though it is not consistent with OneMooreville Plan.

Attachments





1. Location Map
2. Aerial Map
3. Zoning Map
4. Future Character and Land Use Map
5. Town Residential Description
6. Applicable section of Downtown Master Plan
7. Planning Board Statement of Reasonableness

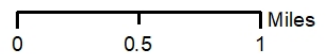


Vicinity Map

November 12, 2020

Clover Street
 PINs 4667-22-5250, 4667-22-5380,
 4667-22-5365, 4667-22-5359,
 4667-22-5560, 4667-22-5408
 & 4667-22-6124

-  Subject Property
-  Streets
-  Town Limits
-  Lake Norman




Disclaimer: Data sourced from public information and may not be accurate. The Town of Mooreville assumes no legal responsibility for any information contained in this map. Users are advised that the use of any of this information is at their own risk. For informational use only. Map produced by Mooreville Planning Department.



Aerial of Subject Property
November 12, 2020

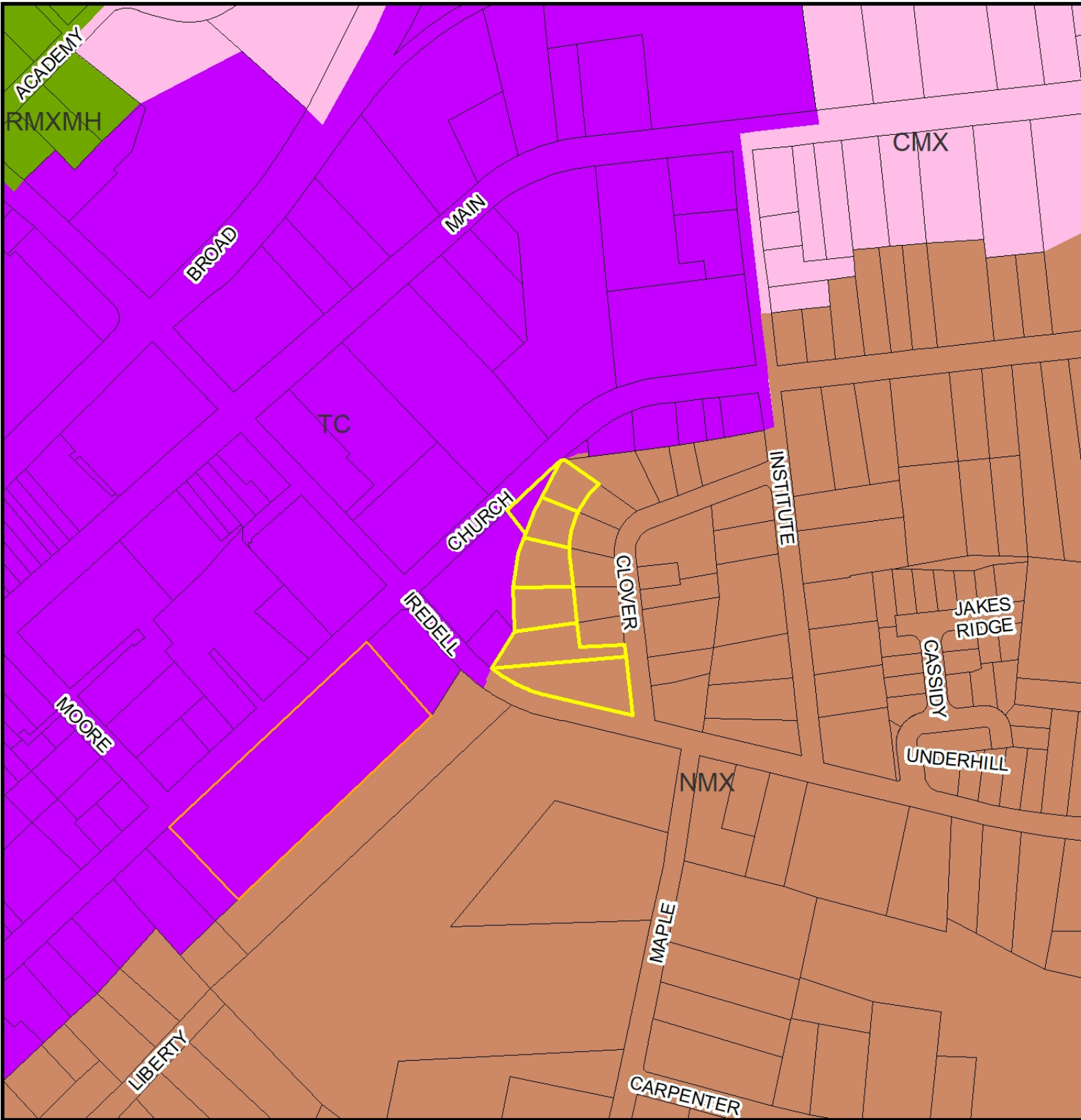
Clover Street
PINs 4667-22-5250, 4667-22-5380,
4667-22-5365, 4667-22-5359,
4667-22-5560, 4667-22-5408
& 4667-22-6124

 Subject Property



0 55 110 Feet

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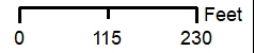
Current Zoning

November 12, 2020

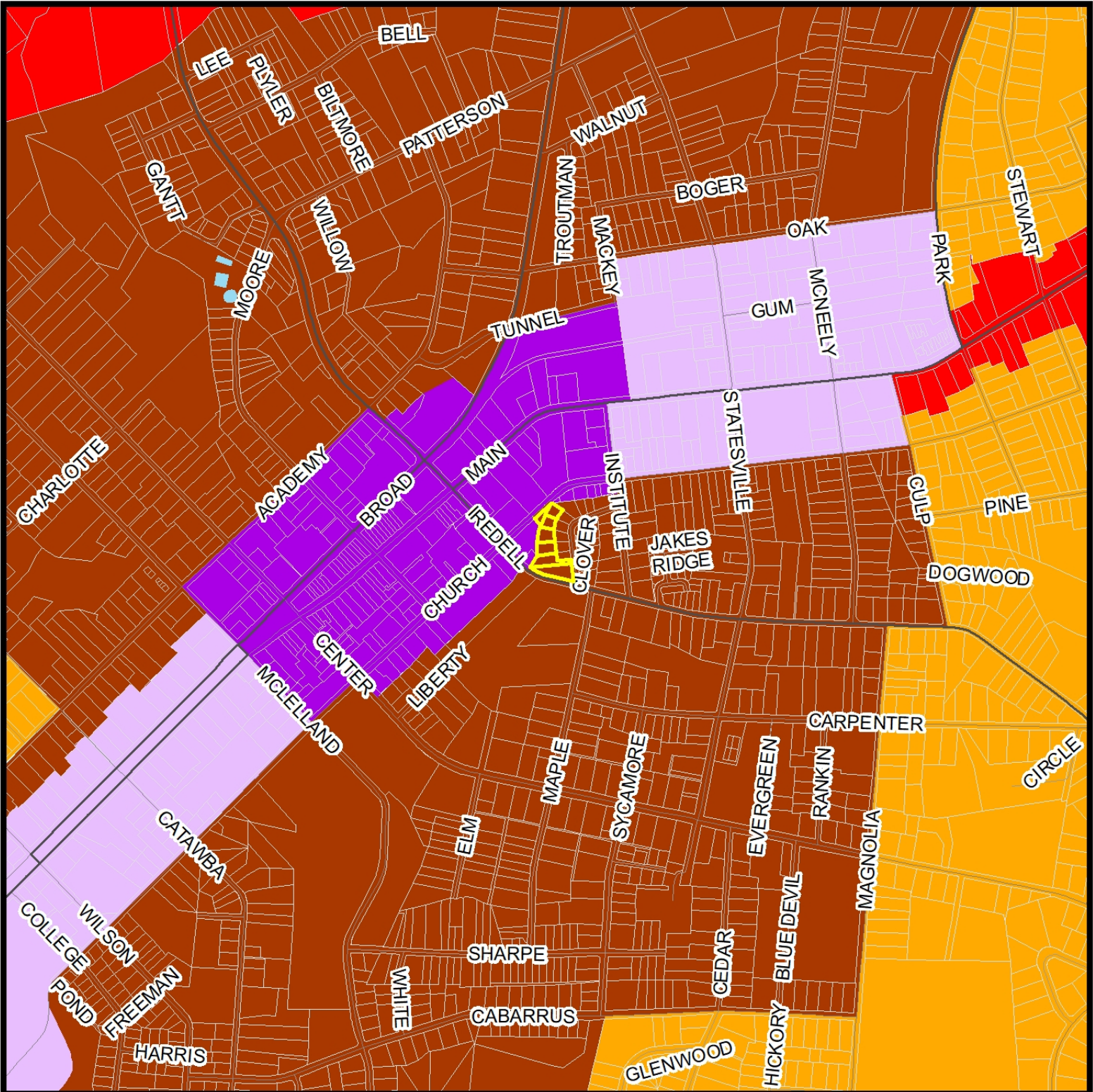
Clover Street
 PINs 4667-22-5250,
 4667-22-5380, 4667-22-5365,
 4667-22-5359, 4667-22-5560,
 4667-22-5408, & 4667-22-6124

- Subject Property
- Conditional Zoning
- R2 (Single Family Residential 2)
- R3 (Single Family Residential 3)
- R5 (Single Family Residential 5)
- RMX (Residential Mixed Use)
- RMXMH (Manufactured Housing)
- NMX (Neighborhood Mixed Use)

- CMX (Corridor Mixed Use)
- VC (Village Center)
- TC (Town Center)
- HB (Highway Business)
- HI (Hybrid Industrial)
- GI (General Industrial)
- EI (Exclusive Industrial)
- PC (Planned Campus)



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Future Character and Land Use

November 12, 2020

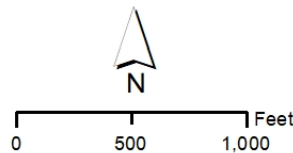
Clover Street
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-  Subject Property
-  EastWestConnector
-  Neighborhood Center Node
-  Village Center Node

Future Character

-  Town Residential
-  Mill Village
-  Neighborhood Residential
-  Peninsula Residential
-  Rural Residential
-  Future/Cluster Residential
-  Downtown Edge
-  Downtown Center
-  Mixed Use Destination
-  Mixed Use Corridor
-  Employment Center
-  Industrial



TOWN RESIDENTIAL

Character Intent

Town Residential is intended to preserve the traditional building pattern of mixed residential development sometimes referred to as “traditional” or “pre-World War II” development patterns. These are the Town’s oldest neighborhoods and are opportunities for context-sensitive redevelopment. The existing design context includes small lots, detached and attached buildings, small-scale apartment buildings, and a defined grid of streets. The traditional, pedestrian-friendly streetscape should be preserved. Town Residential is located in walking or cycling distance to the Downtown character and land use areas.

Pattern



Form



Opportunities

- Infill development and redevelopment that fits the character of the surrounding neighborhood
- Development of new types of housing choices that support compact development and provide a mixture of uses in a walkable environment
- Maintained and improved access and connectivity to growing Downtown Mooresville
- Accessory dwelling units
- New green spaces and bicycle-pedestrian connections that create greater linkages between neighborhoods and preserve the tree canopy and access to nature for residents

Primary Uses

- Single family (detached)
- Townhomes
- Duplexes
- Triplexes
- Quadplexes

Secondary Uses

- Small scale, low-rise multi-family apartments
- Institutional (libraries, religious buildings, Town facilities, small-scale community centers or recreation facilities)
- Small scale neighborhood commercial at major street corners
- Professional offices on the edges of neighborhoods near downtown

Street Design Priorities

- Street design is planned in Chapter 4, Connecting People and Places, which serves as the **Transportation Master Plan** for Mooresville. The **Town Residential** future character and land use area follows the **Residential** section of the street priority matrix and multimodal facility guidelines. (See page 108)

Form Characteristics

Characteristic	Existing	Desired
Building Height	1 to 2 stories	1 to 3 stories
Street Pattern	modified grid	grid
Block Length	400 to 1200 feet	varied, 1200 feet max
Street Character	walkable streets with sidewalks on at least one side	walkable streets with sidewalks on both sides, inclusion of bicycle facilities, and higher connectivity oriented toward downtown
Parking	off-street driveways and personal garages	parking to side or rear of units, some on-street parking
Residential Density	3 to 5 units per acre	3 to 8 units per acre with additional for accessory dwelling units

1.5 RE-ESTABLISH CHURCH STREET

Church Street is perhaps the most underutilized street within the core. It is fronted by a striking quantity of vacant parcels and surface parking lots, and as such, represents a leading opportunity to reestablish a more complete core for the Town. This is accomplished both with a revitalized streetscape and compatible urban infill. The portions of Church Street north and south of the core are also positioned to support additional infill focused more on residential development with selective neighborhood commercial uses on appropriate sites.

The following recommendations will help re-establish Church Street as vibrant urban corridor within Downtown Mooresville:

- Re-image the Streetscape
- Adaptively Re-use Historic Homes
- Establish Mixed-Use Infill
- Promote Compatible Residential Infill



Conceptual View showing a series of strategic streetscape improvements, adaptive re-use of existing structures and new infill buildings up to the sidewalk.

Re-image the Streetscape

The portion of Church Street between McLelland Avenue to the south and Institute Avenue to the north should be targeted for a significant street improvement effort. Currently, Church Street includes two 13 foot travel lanes and 8 foot parking lanes on each side. Consideration should be given to reducing the lane widths to 10 feet, and moving the curbs to create a tree lawn on both sides of the street. This tree lawn could also accommodate the relocation of the power poles, currently embedded in the sidewalk, as well as pedestrian scaled street lamps. Additionally, curb cuts should be eliminated from Church Street and located only on secondary East-West Streets. These changes will enhance pedestrian accommodations by creating a continuous system of sheltered, well lighted sidewalks. The existing on-street parking should be maintained and expanded as restored curb faces provide room for additional spaces.



Church Street currently has poor pedestrian accommodation.

RE-ESTABLISH CHURCH STREET

Town of Mooresville

Sottile & Sottile, Urban Design
 ColeJenest & Stone
 Narmour Wright Creech
 Burgess Design Studio

Downtown Master Plan
MOORESVILLE
 NORTH CAROLINA

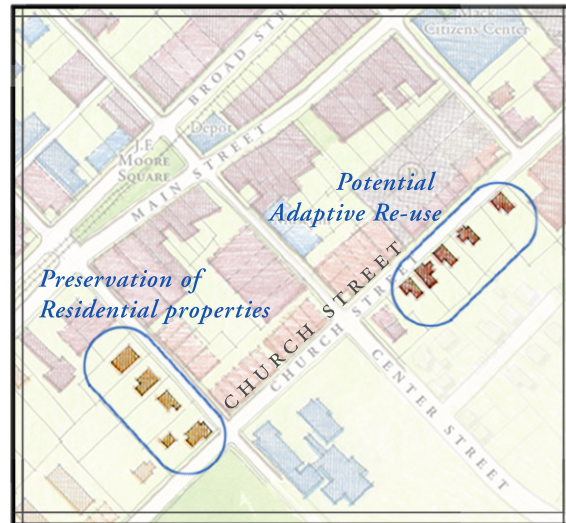
Sottile & Sottile Urban Design

Information contained herein is conceptual. Information has been compiled from various sources and does not claim complete accuracy nor guarantee zoning or other types of development approvals. It is intended to provide an overview and analysis of urban conditions and strategies for development. Sottile & Sottile, 2009

PRINCIPLE 1: STRENGTHEN THE CORE

Adaptively Re-use Historic Homes in the Core

Existing historic homes in the core should be preserved and restored as residences, adaptively rehabilitated as commercial, multi-family, or live-work uses, or relocated to infill sites in established residential neighborhoods as more intensive urban transitional development populates the street. New development on parcels adjacent to remaining historic homes should be sensitive to the scale and character of the neighboring buildings.



Historic Homes along Church Street should be adaptively re-used as development increases.



MASTER PLAN: Diagram of Potential Infill Sites on Church Street in the Core

Establish Mixed-Use Infill in the Core

The town should encourage development of new mixed-use commercial, residential and live-work infill buildings on Church Street within the Core, focusing especially on uses with sidewalk level storefronts that activate the street. Additionally, two of the most advantageous sites for potential structured parking are located on Church Street, as illustrated in the plan.

See Section 6.2 of this document for more information on Parking Strategies.

Promote Compatible Residential Infill

North and South of the core, Church Street transitions into a primarily residential neighborhood. This character should be maintained and strengthened with new residential infill as the market potential for housing near the core increases. Selected corner sites could be developed as neighborhood commercial uses with a traditional corner store format.



Church Street currently lacks streetscape in most areas and appears as the 'back door' of Main Street.

RE-ESTABLISH CHURCH STREET

Sottile & Sottile Urban Design

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Downtown Master Plan
MOORESVILLE
NORTH CAROLINA

Town of Mooresville
Sottile & Sottile, Urban Design
ColeJenest & Stone
Narmour Wright Creech
Burgess Design Studio



Town of Mooresville
NORTH CAROLINA

Post Office Box 878
Mooresville, North Carolina 2811
Telephone 662-7040

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

To: Mooresville Planning Board
From: Becca McSwain, Zoning Administrator
Date: November 12, 2020
Subject: November 12, 2020 Agenda, Town of Mooresville Planning Board
Statement of Reasonableness and Compliance
ZC-2020-22
Clover Street

- The zoning amendment is recommended for approval and is reasonable and in the public interest because it is located in an area with numerous uses and can act as a buffer and transition area between the commercial and office uses and the single family residential uses.
- In addition to recommending approval for this zoning amendment, the board further recommends that the approval also be deemed an amendment to the town's comprehensive land use plan. The change in conditions the Planning Board has taken into account in recommending amendment to the zoning ordinance to meet the development needs of the community are as follows:
- The zoning ordinance amendment will assist in the implementation of the Downtown Master Plan recommendations for this area, which are to encourage development of new mixed-use commercial, residential and live-work infill. This amendment would allow for supportive infrastructure in the area for new and existing development of various kinds, such as the re-development of the nearby Mill One site.
- The zoning amendment is recommended for rejection because it is inconsistent with the town's comprehensive land use plan

Steve McGlothlin, Planning Board Chair

Becca McSwain, Zoning Administrator

Date: 11-12-2020

Date: 11/12/2020