

Mayor  
Jill Swain

Mayor Pro-Tem  
Sarah McAulay

Commissioners  
Danae Caulfield  
Charles Jeter  
Ron Julian

Town Manager  
Gregory H. Ferguson

Town Attorney  
Bob Blythe



Department Heads  
Max Buchanan, Public Works  
Bill Coxe, Transportation  
Michael Jaycocks, Parks & Rec  
Craig Norfolk, Electric  
Philip Potter, Police Chief  
Jack Simoneau, Planning  
Janet Stoner, Finance

Assistant Town Manager  
Gerry Vincent

Town Clerk  
Janet Pierson

**AGENDA**  
**Regular Town Board Meeting**  
**August 15, 2011 – 6:30 p.m.**  
**TOWN HALL (101 Huntersville-Concord Road)**

**I. Call to Order**

**II. Invocation/Moment of Silence**

**III. Pledge of Allegiance**

**IV. Mayor and Commissioner Reports/Staff Questions**

- A. Mayor Swain (MTC, NMIP Management Team, ASC Board)
- B. Commissioner Danae Caulfield (COG, Police Dispatch)
- C. Commissioner Charles Jeter (LNTC)
- D. Commissioner Ron Julian (LNREDC Board, Lake Norman Chamber, School Advisory Committee)
- E. Commissioner Sarah McAulay (MPO, NC 73 COP, Planning Coordinating Committee, VLN)

**V. Public Comments, Requests, or Presentations**

- A. Report from Visit Lake Norman on the International Tournament of Champions event.

**VI. Agenda Changes**

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

**VII. Public Hearings**

None

**VIII. Other Business**

- A. Consider reengaging Bradley Arant for governmental affairs representation. **Attachment No. 1.** (Greg Ferguson)
- B. Consider approving \$1,000 contribution on behalf of Fall into Huntersville. **Attachment No. 2.** (Greg Ferguson)

**IX. Consent Agenda**

- A. Approve minutes of the July 18, 2011 Pre-meeting. **Enclosure.**
- B. Approve minutes of the July 18, 2011 Regular Town Board Meeting. **Enclosure.**
- C. Approve minutes of the August 1, 2011 Pre-meeting. **Enclosure.**
- D. Approve minutes of the August 1, 2011 Regular Town Board Meeting. **Enclosure.**
- E. Approve budget amendment for FY 2010-2011 appropriating funds received in the amount of \$13,114.58 from Lake Norman Charter School for the months of March, April, May and June 2011 to the Police Department's budget for overtime, benefits and vehicle cost. **Attachment No. 3.** (Janet Stoner/Chief Potter)
- F. Approve budget amendment appropriating signage and sponsorship revenue in the amount of \$537.20 to supplies for the purchase of disc golf course signs. **Refer to Attachment No. 3.** (Janet Stoner/Michael Jaycocks)

- G. Approve budget amendment for FY 2010-2011 recognizing revenue from the sale of electricity and appropriate to the purchase of electricity in the amount of \$203,000. **Refer to Attachment No. 3.** (Janet Stoner/Craig Norfolk)

X. Closing Comments

XI. Adjourn

To speak concerning an item on the Agenda, please print your name and address on the sign-up sheet on the table outside the Board Room prior to the meeting. If you wish to speak concerning an item that is added to the Agenda during the meeting, please raise your hand during that item. Each speaker will be limited to 3 minutes.

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

# **ATTACHMENT NO. 1**



George B Harris  
*Partner*  
Direct: (202) 553-2205  
Fax: (334) 956-7865  
gbharris@babco.com

July 31, 2011

Honorable Greg Ferguson  
Town Manager  
Town of Huntersville  
Post Office Box 664  
101 Huntersville-Concord Road  
Huntersville, NC 28070

Re: 2011-12 Representation

Dear Greg:

The purpose of this letter is to outline and confirm the terms of engagement for Bradley Arant Boult Cummings LLP (hereinafter, the "Firm") to continue to provide governmental affairs representation to the Town of Huntersville, North Carolina (hereinafter the "Town"). We understand that the scope of our engagement pursuant to this letter is solely limited to certain federal governmental affairs matters for the Town, and that we will represent only the Town and not its officials or employees. Any legal work to be performed will be completed in the District of Columbia; this engagement does not contemplate the performance of legal services in North Carolina.

Based on our discussions, it is my understanding that the Town desires to continue to engage the Firm to assist it in seeking federal funding for certain specific projects identified by the Town and to address other issues of importance to the Town as it may direct (the "Projects"). The Firm's representation of the Town will follow appropriate ethical and legal requirements necessary for our representation of the Town, including filing all appropriate disclosure forms with the federal government.

The Town agrees to continue to retain the Firm, and the Firm agrees to continue to act as a representative for the Town, to provide professional services to assist the Town to seek federal funding for the Projects for a period of fifteen months beginning as of April 1, 2011. The total fee for our engagement during the fifteen month term shall be \$101,250 to be paid as follows: each month during the term, the Town shall pay on or before the fifth day of each month \$6,750, plus all out-of-pocket expenses incurred on behalf the Town; the Firm shall periodically provide a statement of such expenses to the Town. We agree that such out of pocket expenses shall not exceed \$7,500 on an annual basis (pro-rated for partial years) without your prior approval. As in the past, we suggest that our accounting department and the Town's Finance Officer discuss the most appropriate manner for delivery of billing statements so that the audit needs of both the Town and our Firm are met.

The Town acknowledges that many sources of federal funding require a local or state "match" of a portion of the funds to be appropriated by Congress; the Town represents it has considered this possibility and understands that the fees and costs outlined herein shall be owed to the Firm regardless of any match requirement and regardless of whether the Town ultimately chooses to accept or use the funding obtained. Of course, there are many steps along the way toward the possible grant of an earmarked appropriation(s), each of which may depend entirely upon the discretion of others. As such, there can never be any "guarantees" that the Town will receive funding from its or our efforts. The Town further acknowledges that no portion of this fee is contingent upon any North Carolina state legislative action and that no portion of the fee may be paid from any funds obtained from federal sources. Also, our engagement does

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Honorable Greg Ferguson  
Town of Huntersville  
July 15, 2011  
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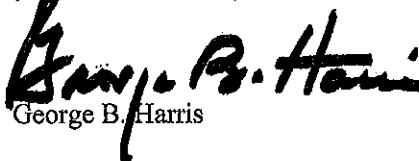
not include "grant writing" in the traditional sense of that phrase; however, we will be glad to coordinate our efforts with any person working on grant proposals for the Town.

The Town shall be responsible for obtaining all necessary and appropriate authorizations to enter this agreement, and by signing below represents that it has obtained all such authorizations. Likewise, the Town will be responsible for designating a person who may speak for it and to whom the Firm shall report and obtain instruction; unless we are instructed otherwise, we will assume that person to be you. Nothing herein, however, shall prohibit the Firm from representing any person or entity on matters not related to this engagement.

Our firm is unaware of any current conflicts with the Town. The Town understands that the Firm represents many other persons and entities, including other public entities and industries which are located within, or which may become located in, the jurisdiction of the Town or the Ninth Congressional District of North Carolina, and some of whom may from time to time have business with the Town or have interests different or even adverse to the Town. As a condition of this engagement, the Town agrees to waive, and does waive, any and all actual or potential legal, business, and political conflicts of interest associated with this engagement with the Firm. The preceding sentence notwithstanding, and consistent with our professional obligations, our Firm will not undertake a matter that is directly adverse to the Town in which we have obtained confidential or proprietary information that could be used to the material disadvantage of the Town, or represent a client adverse to the Town in litigation, without the Town's consent. This agreement will supersede all previous agreements, and any oral or written agreement, between the Firm and the Town relating to governmental affairs representation.

After careful consideration of the terms of this engagement proposal, if these terms are acceptable to the Town, please indicate that acceptance by signing on the signature line provided below and returning an executed copy to me. We look forward to continuing to work with you.

BRADLEY ARANT BOULT CUMMINGS LLP  
(FED ID NO. 63-0243316)



George B. Harris

GBH/cgs

**AGREED AND ACCEPTED**  
Town of Huntersville, North Carolina

By: \_\_\_\_\_  
FOR THE TOWN

cc: Hon. Jill Swain, Mayor  
Michael W. Knapp, Esquire (Bradley Arant Boulton Cummings LLP)

# **ATTACHMENT NO. 2**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
August 15, 2011**

**REVIEWED:**

Town Manager \_\_\_\_\_

Finance Officer \_\_\_\_\_

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

To: The Honorable Mayor and Board of Commissioners  
From: Greg Ferguson, Town Manager  
Subject: Contribution on behalf of Fall into Huntersville

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Fall into Huntersville submitted the attached request for a contribution.

**ACTION RECOMMENDED:** Any contribution authorized for Fall into Huntersville be paid directly to their vendors.

**ATTACHMENTS:** Letter

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** \$1,000



July 26, 2011

Mr. Greg Ferguson  
Town Manager  
Huntersville Town Hall  
101 Gilead Road  
Huntersville, North Carolina 28078

Dear Mr. Ferguson;

As you are aware, for the past several years, Fall Into Huntersville has been an effort to highlight all of the activity that occurs in our Town during the months of September, October and November. What began as an effort to showcase the events at the destinations has now become an effort that is inclusive of area businesses and other entities.

This year, a Fall Into Huntersville committee (a sub group of Huntersville Connection), consisting of local business representatives, has been working together to expand the advertising efforts and reach to local citizens and those outside of our city limits.

To achieve our goals, we have developed a sponsorship package that will help finance the advertising efforts, and we are currently reaching out to businesses for their support. Obviously, the more financial support, the greater the advertising reach and assistance to the committee's efforts to have a kick-off event in the downtown Huntersville area.

For this reason, the committee would like to ask the Town of Huntersville for consideration of a contribution to the Fall Into Huntersville campaign. Your consideration of a contribution of \$1,000 would go a long way to helping the committee with our promotions.

Whatever amount the Town Board agrees upon would be greatly appreciated. We look forward to your response and we are excited about the possibilities for the future of Fall Into Huntersville.

With kind regards,

A handwritten signature in black ink that reads "Lynda Ferren".

Lynda Ferren  
AFLAC  
Fall Into Huntersville Committee

[www.FallIntoHuntersville.com](http://www.FallIntoHuntersville.com)

# **ATTACHMENT NO. 3**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
August 15, 2011  
FY 2010-2011**

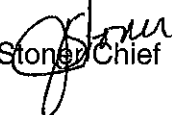
REVIEWED BY:

Town Manager:

Finance Officer:

Town Attorney:



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

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**Appropriate funds received in the amount of \$13,114.58 from Lake Norman Charter School (per agreement for security services) for the months of March, April, May and June 2011. Funds will be appropriated to the Police Department's budget for overtime, benefits and vehicle cost.**

ACTION RECOMMENDED: Approve Budget Amendment

ATTACHMENTS: None

ENCLOSURES: None

FINANCIAL IMPLICATIONS: Additional revenue in the amount of \$13,114.58.

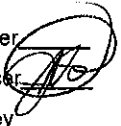
**Town of Huntersville  
REQUEST FOR BOARD ACTION  
August 15, 2011**

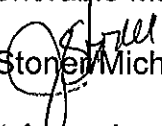
**REVIEWED:**

Town Manager \_\_\_\_\_

Finance Officer \_\_\_\_\_

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



To: The Honorable Mayor and Board of Commissioners  
From: Janet Stoner  Michael Jaycocks  
Subject: Budget Amendment

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**Appropriate signage and sponsorship revenue (10-3515.9999) in the amount of \$537.20 to supplies for the purchase of disc golf course signs.**

ACTION RECOMMENDED: Approve Budget Amendment

ATTACHMENTS: None

ENCLOSURES: None

FINANCIAL IMPLICATIONS: Appropriate \$537.20 of signage revenue

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
August 15, 2011  
FY 2010-11**

**REVIEWED:**

Town Manager \_\_\_\_\_

Finance Officer JB

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

To: The Honorable Mayor and Board of Commissioners  
From: Janet Stoner *Stoner* / Craig Norfolk  
Subject: Budget Amendment

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**Recognize revenue from the sale of electricity (35-3900-9999) and appropriate to the purchase of electricity (35-8100-0390) in the amount of \$203,000. Higher than average temperatures in May and June have resulted in increased revenue and expense.**

**ACTION RECOMMENDED:** Approve Budget Amendment

**ATTACHMENTS:** None

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** Appropriate \$203,000 from the sale of electricity in the Electric Fund.