



**Town of Marshville
Town Council Meeting
Monday August 7, 2017, 7:00 PM
Marshville Town Hall**

AGENDA

- 1. Call to Order/Invocation/Pledge of Allegiance**
 - 2. Adoption of Agenda for the Meeting**
 - 3. Public Comment**
Please sign in at the podium. Before speaking, state your name and address and limit comments to two minutes.
 - 4. LED Sign Discussion/Possible Action**
 - 5. Action on Closing Specific Roads for Boll Weevil Festival**
 - 6. Discussion/Action on 511 East Main Street Vacant Home Owned by Town**
 - 7. Discussion/Action on Reporting Salary Range and Filling Public Works Director Position**
 - 8. Discussion/Action on Proclamation of September 15, 2017 as Alzheimer's Disease Awareness Day**
 - 9. Discussion/Action on Scheduling Joint Work Session with Planning Board Regarding Zoning Ordinances**
 - 10. Discussion/Action on Adopting Ordinance Regarding Enforcing Payment of Damaged/Lost Carts**
 - 11. Reports from Department Heads**
 - 12. Mayor and Town Council Member Comments**
 - 13. Adjourn**
-

Planning Board Meeting August 14, 2017 7:00 p.m. Town Hall



TekStar Color
10mm 64x224
CABINET SIZE: 5'x8'

CAPABILITIES
1 TO 8 ROWS
2.76" TO 25.2" CHARACTERS

Header Vinyl: Photoreal Paint Color: Black
Text Color: Draft: White
Cowling Text Vinyl: SIGN DESIGN #

Approved as shown
Date _____

Approved with listed changes

Date _____

GRAPHICS DISCLAIMER: This custom artwork is not intended to provide an exact match between ink, vinyl, paint, or LED color. Brickwork, masonry and landscaping is not included in the proposal. Measurements shown are approximations; dimensions of final product may vary. LED images shown are simulated to replicate optimum viewing distance. Sign is designed to be illuminated at all times. Sketches are based off of this premise. Non-illumination during daylight hours may result in graphics appearing darker than expected.



5/8"=1'
Sk: 901687-3
Cust: 3136169
7/11/2017
L/jHyde
PROPOSAL

ORIGINAL DESIGN DO NOT DUPLICATE

PH. 1-800-237-3928 - FAX 1-800-485-4280



Town of Marshville
 201 West Main St.
 Marshville, NC 28103

Consultant:
 Jane Hyde, x174
 jhyde@stewartsigns.com
 Direct Fax: (888) 328-4524
 Customer ID: 3136169
 Quote #: 901687 / 3
 Quoted: 6/12/2017

Attn: Scott Howard
 704-624-2515

DESCRIPTION

5'x 8' Double Sided 10mm TekStar, 64x 224 Full Color LED Display with 12" Deep, Hinged Extruded Aluminum Cabinet and Thermoformed Makrolon SL Faces Decorated on Inside Surface with 3M Vinyl Graphics

Face / Cabinet Details

TekStar Inner LED Cabinet, 10mm Full Color 64x224 Matrix Header Area Decorated with Internal Photo-Real Graphics

Electrical Information

Horizontal Lamp Illumination with Electronic Ballast(s) One 20 Amp Circuit, 240 Volts; Max Draw: 11 Amps
 LED Communication Method: Short-range Wireless; SignCommand.com Cloud-Based Software Included FREE for
 connectivity requires line-of-sight between sign antenna Lifetime of Product. Please visit www.signcommand.com
 and wireless device antenna mounted on building by for more information**.
 customer. Maximum distance of 1,500 feet* between
 antennas.

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
 Customized Mount Size: Leg Height: 3 Ft 6 In
 Leg Width: 8 Ft 0 In Overall Sign Height: 8 Ft 6 In
 Minimum Wind Load Rating: 120mph, Exposure B

Miscellaneous Items

Shipping included

***** Review Custom Artwork for Text, Graphic and Layout Details *****

I.D. Cabinet: Black Draft: White
 Header Copy: White Mount: Black

Investment:	\$25,564.00
<p>Unless otherwise noted in Special Instructions, these prices are valid for 60 days.</p> <p>Freight, storage, other freight services and applicable sales tax will be added to your invoice.</p> <p>Organizations exempt from sales tax must include exempt certificate with order.</p>	
<p>Shipping Terms: F.O.B. Origin</p> <p>Payment Terms: Net 30 Days</p>	

** By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3136169

Quote Number: 901687 / 3

Date Quoted: 6/12/2017

Customer's Authorized Signature

Print Name

Date

Jane Hyde, Regional Manager - Municipal Divisions
(800) 237-3928, x174
jhyde@stewartsigns.com

6/12/2017

Date

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3136169

Quote Number: 901687 / 3

Date Quoted: 6/12/2017

SHIPPING INFORMATION

SIGN (via Common Carrier)
Town of Marshville
201 West Main St.
Marshville, NC 28103

***** All applicable items will be sent to the CUSTOMER address ***
*** unless noted otherwise below *****

INVOICE (via USPS)

ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

** Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

** Any cancellation may be subject to a cancellation charge.*

** A late fee of 1.5% per month will be charged on any overdue balances.*

** In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

Stewart Signs
America's Premier Sign Company
Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This limited warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon our delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer, and the freight carrier is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with the damage to the sign cabinet.
- 6) Failed electronic parts or assemblies, with the exception of lamps and ballasts, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days or, for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels, if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign-off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communications devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.
 - g) Ballasts are covered for three (3) years.
 - h) ID cabinet LED illumination and power supply are covered for two (2) years when purchased as a system.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical

Your Consultant: Jane Hyde
(800) 237-3928, x174

Customer ID: 3136169

Quote Number: 901687 / 3

Date Quoted: 6/12/2017

- power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
- d) Unauthorized modification including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer will send a defective part to the Company and then the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (in its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

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TekStar Color
20mm 24x112
CABINET SIZE: 5' x 8'

CAPABILITIES
1 TO 3 ROWS
5.5" TO 18.9" CHARACTERS
Matrix height recommended for text only

Header Vinyl: Photoreal	Paint Color: Black	Approved as shown
Text Color:	Draft: White	Date _____
Cowling Text Vinyl:	SIGN DESIGN #	Approved with listed changes
<p><small>GRAPHICS DISCLAIMER: This custom artwork is not intended to provide an exact match between ink, vinyl, paint, or LED color. Brickwork, masonry and landscaping is not included in the proposal. Measurements shown are approximations; dimensions of final product may vary. LED images shown are simulated to replicate optimum viewing distance. Sign is designed to be illuminated at all times. Sketches are based off of this premise. Non-illumination during daylight hours may result in graphics appearing darker than expected.</small></p>		_____

		Date _____

 <p>stewart signs America's Premier Sign Company</p>	5/8"=1'
	Sk: 901687-1a
	Cust: 3136169
	6/12/2017
	L/jHyde
PROPOSAL	
ORIGINAL DESIGN DO NOT DUPLICATE	
PH. 1-800-237-3928 - FAX 1-800-485-4280	

Manager

From: Jane Hyde <jhyde@stewartsigns.com>
Sent: Tuesday, July 11, 2017 1:39 PM
To: Manager
Subject: RE: Quote

If we do a 10mm Daystar LED cabinet which is 3ft 5" tall by 7ft 7" wide to go below your current identification cabinet you would be looking at \$34,738.

If I do a 5ft x 8ft TekStar LED sign with a 10mm pixel pitch with your header included the price will be \$25,662.92 to include shipping.

Thanks!

Jane.

Jane E. Hyde
Regional Manager
Stewart Signs
Phone: 1-800-237-3928 x174
www.stewartsigns.com

PO BOX 4205
BURLINGTON, NORTH CAROLINA
27275
PHONE: (336) 584-1375
FAX: (336) 584-3948

DRAWING #: TOWN OF MARSHVILLE
DATE: 06/01/17 (revised 07/11/17)
JOB: ED
LOCATION: 201 W. MAIN STREET
MARSHVILLE, NC
CONTACT: SCOTT HOWARD 704.624.2515
DRAWN BY: D. MITCHELL
JOB NUMBER: 2017 - 1
SALES PERSON: JR

COLOR SPECIFICATIONS:

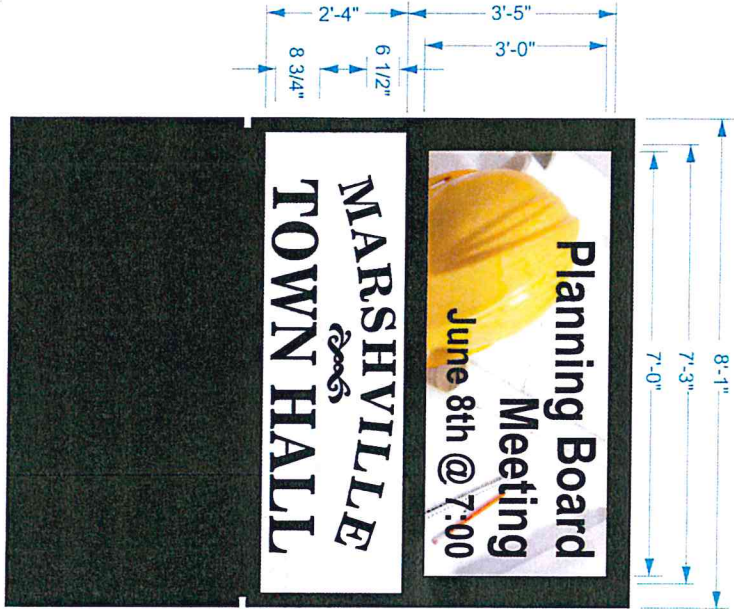
- HIDE TO
- HIDE TO
- HIDE TO
- HIDE TO
- HIDE TO
- HIDE TO

SCALE: 1/2" = 1'-0"

APPROVED: _____
DATE: _____



Duplication of this drawing is prohibited without prior consent of Atlantic Sign Media, Inc. Thank you for respecting our investment in your project.



GENERAL SPECIFICATIONS:
ASM, INC. TO PROVIDE & RETRO FIT (2) TWO 3'-5" X 7'-3" SINGLE FACE WATCHFIRE DIGITAL & ID SIGN INTO EXISTING TOP SIGN AREA.

ITEM A.1



EXISTING



PROPOSED



PRODUCT SPECIFICATIONS	DETAILS
<p>Product Description: 40" x 72" x 1.5" LED Backlit Digital Signage</p> <p>Material: 3mm Acrylic</p> <p>Finish: Gloss</p> <p>Color: Custom Color</p> <p>Resolution: 1920 x 1080</p> <p>Weight: 25 lbs</p> <p>Dimensions: 40" x 72" x 1.5"</p> <p>Mounting: Wall Mount</p> <p>Power: 120V AC, 150W</p> <p>Warranty: 3 Years</p> <p>Lead Time: 4-6 Weeks</p> <p>Notes: All dimensions are approximate. Final dimensions will be determined by the manufacturer.</p>	<p>Material: 3mm Acrylic</p> <p>Finish: Gloss</p> <p>Color: Custom Color</p> <p>Resolution: 1920 x 1080</p> <p>Weight: 25 lbs</p> <p>Dimensions: 40" x 72" x 1.5"</p> <p>Mounting: Wall Mount</p> <p>Power: 120V AC, 150W</p> <p>Warranty: 3 Years</p> <p>Lead Time: 4-6 Weeks</p> <p>Notes: All dimensions are approximate. Final dimensions will be determined by the manufacturer.</p>

Manager

From: Joe Rickman <joe@atlanticsignmedia.com>
Sent: Tuesday, July 11, 2017 3:16 PM
To: Manager
Subject: Marshville TOWN HALL- Watchfire LED Display-Upper Mounting Option/ TRUE vs. VIRTUAL Pixel Configuration
Attachments: Town of Marshville[1].pdf; Town of Marshville.pdf; 2017 _Virtual_Madness_True_vs_Virtual_Pixel_Configurations_1.pdf

Good Afternoon Mr. Howard:

Pursuant to our conversation today, attached please find revised drawings showing the Watchfire LED mounted in the upper portion of the sign. Please see pages 1 and 2 on the first attachment as we have provided two different upper mount options for your viewing. The (2) new Marshville Town Hall Nameplate inserts for the upper mount option, should you decide to pursue this installation preference, were and additional \$576 per panel and are itemized in the below quote Item A.1.

I also attached the original design lower mount version, Item A, for your continued consideration.

Item	Watchfire LED Cost	(2) New Marshville Town Hall Nameplate Inserts	Retro-fit Installation & Engineering	Electric Allowance If Needed	Sub-Total	Tax	Permits & Admin	Total
A Town Hall 10mm 3'x 7' Original Lower Mount	\$44,856.25	N/A	\$3220	\$2300	\$50,376.25	N/A	\$320	\$50,696.25
A.1 Town Hall 10mm 3'x 7' Upper Mount	\$44,856.25	\$576ea/ \$1152	\$3220	\$2300	\$51,528.25	N/A	\$320	\$51,848.25

Regarding our discussion of TRUE verses pixel configuration, please reference the attached document as this explains the differences in this technology.

Watchfire is TRUE pixel spacing technology and is The REAL DEAL as explained in this attachment.

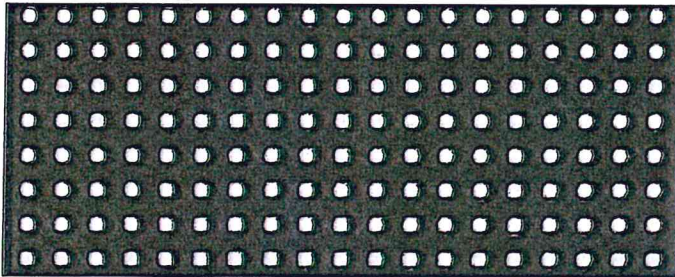
Watchfire does not share pixels, eliminate pixels or add an extra red pixel to count them twice and declare because there are more pixels the images are therefore better. We would be pleased to once again bring our 10mm to Marshville and place it next to any Stewart sign that you can arrange to be demonstrated if you would like to visually compare

VIRTUAL MADNESS

TRUE VS VIRTUAL PIXEL CONFIGURATIONS

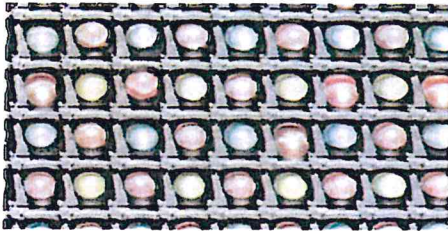
Pixel pitch is a common way the sign industry describes an LED sign's resolution. A pixel is comprised of a single grouping or cluster of LED diodes – typically one red, one blue and one green. The pixel may share a lens, as in the case of a surface mount diode, or it may be made up of three separate LEDs.

The simple rule of thumb is that a lower pitch measurement, where each cluster is close together, results in a higher quality image. Unfortunately, some manufacturers have introduced alternative pixel distance calculations as a way to reduce costs. These configurations are often marketed as *"virtual," "enhanced," or "optimized."* Here is a look at a few different pixel options and how they impact image quality.



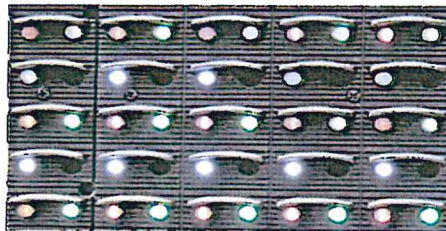
THE REAL DEAL

True pixel configurations are measured from the center of each pixel and do not rely on sharing LEDs. Watchfire's 10mm signs use a surface mount device (SMD) that contains red, green and blue under a single lens. This produces a high-quality display that provides exceptional resolution for crisp, vivid content and wide viewing angles.



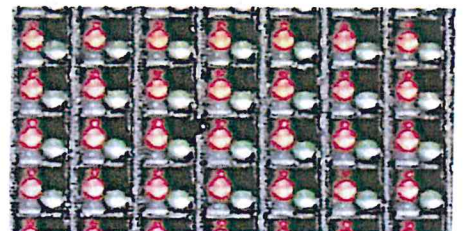
THE TWO-RED IMPOSTER

In order to pass off a lower resolution product, some manufacturers will add a second red LED to each cluster. This configuration results in a pixel that has two red, one blue and one green LED. Then, to claim the product is high resolution, these deceitful manufacturers will market it based on the measurement between each individual LED. The product will be marketed as an optimized 10mm, but in reality it has a true pixel pitch of 20mm.



THE MISSING LED

This pixel configuration uses a technique known as "LED sharing" to claim a higher resolution. LEDs are shared between neighboring pixels to complete a grouping, effectively counting some LEDs up to four times. This layout has visibly larger spaces between LEDs and may even give the appearance that an LED is missing from the board layout. To market this configuration, pitch is measured between overlapping pixels, so that the product can be promoted at a much higher resolution than it actually delivers.



THE COLD SHOULDER

Through-hole LEDs are rarely used for higher resolution products like a true 10mm sign. Placing individual red, green and blue LEDs into a circuit board with 10mm spacing creates a product that is not robust enough for long term reliability. This configuration also creates an issue known as shouldering, where the LED lenses block the light of neighboring diodes. Shouldering results in limited viewing angles and can make the display look discolored when it is viewed from off-center.

Questions for LED Sign Companies

	Stewart Signs	Watchf
How long has company been in business?	nearly 50 years	85 year
Can we view working sign in our area?	yes	yes
Do you make your own signs?	Yes We are the manufacturer	yes
Do you specialize in LED signs?	yes	yes
Do you have a comprehensive 5 year warranty?	yes	yes
Do you have a dedicated in-house service department?	yes	yes
Does your company keep service records?	yes	yes
How long are parts kept in stock?	we will always have available parts	always
Are your cabinets made of extruded aluminum?	yes	yes
Are you LED Panels encapsulated in silicone gel?	potted	encapsi
What is your service amperage requirements?		
Will the unit(s) have filter maintenance? Is the unit maintenance free	no	yes
Is your software custom designed by your company?	yes - cloud based software	yes
Is the price of the software included in your quote?	yes	yes
Can we test the software?	yes	yes
Does your software come with a large library of graphics?	yes	yes
Can you show proof your model has the FCC Compliance sticker, 2 part	yes	yes
What specific rules govern your product and how have you specifically complied with these rules?		yes
Do you fall under any exemptions as outlined in Title 47 Part 15.109?		yes
Can you provide test reports that shows that this exact model meets the requirements of Title 47 Sections 2.995, 15.15, 15.107, and 15.109?		yes
Was the equipment tested under normal conditions and in a state such as to cause maximum emissions as prescribed by FCC Part 15?		yes
Can you provide a photo of the label that meets the requirements of Title 47 Part 15.19?		yes
Does this model have an FCC Emissions Guarantees?		yes
Is the model in your quote made in the U.S.A.?	Our plant is Clanton, AL - LEDs themselves come from offshore	yes
Is it completely weatherproof?		yes
Is there on site training?	On request	yes
Is this model UL verified?	UL listed	yes
Is installation included in the quoted price?	No	yes
Is shipping included?	Yes	yes
Is there unlimited phone tech support?	Yes	yes
Net Cost		



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 19, 2017

Ms. Kay Strawn
P.O. Box 337
Marshville, NC 28103

SUBJECT: Temporary Street Closing for Boll Weevil Jamboree

Dear Ms. Strawn:

This letter is your authorization to close the following roads and/or intersections on September 16, 2017 from 6:00 am until 12:00 am, for the purpose of the Boll Weevil Jamboree:

- East Union Street (SR 1735) between Cross Street (SR 1800) and Elm Street (NC 205)
- Elm Street (NC 205) between Union Street (SR 1735) and US 74
- White Street (SR 1005) between Main Street and US 74

All streets shall reopen as soon as the event is completed. This permission is granted based upon the following conditions:

1. That local law enforcement will be available to ensure safety to both motorist and pedestrian traffic
2. That all emergency services will be contacted regarding these closures
3. That a route be established to allow through traffic to get around the festivities
4. That all closures comply with the Manual on Uniform Traffic Control Devices standards

If you have any questions, please call me at 704-983-4400.

Sincerely,

Sean M. Epperson *RKW*

Sean M. Epperson, PE
Division Traffic Engineer

cc: Mr. Louis Mitchell, Division Engineer
Mr. Lee Ainsworth, District Engineer
Mr. Brady McKenzie, Resident Engineer
Mr. David Gillette, Union County Maintenance Engineer
File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Telephone: (704) 938-4400
Fax: (704) 982-3146
Customer Service: 1-877-368-4968

Location:
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Website: www.ncdot.gov

TOWN OF MARSHVILLE

est. 1877

To Whom It May Concern:

I, Franklin D. Deese, Mayor of the Town of Marshville, have been notified regarding the street closures requested September 15th and 16th 2017 for the Boll Weevil Jamboree. I, on behalf of the Marshville Town Council, approve the requested street closure for the setup, duration, and cleaning up of the Boll Weevil Jamboree for the dates requested.

Mayor Franklin D. Deese

Date

Attest: _____

Tonya D. Johnson
Town Clerk

Town of Marshville



**201 West Main Street
Marshville, North Carolina 28103
Telephone 704-624-2515
Fax 704-624-0175**

June 20, 2017

To Whom It May Concern:

I, Scott Howard, Marshville Town Manager, am aware that the Town is planning to close roads and assist with security on September 16, 2017 in connection with the Boll Weevil Jamboree sponsored by the Marshville Chamber of Commerce.

Regards,

A handwritten signature in cursive script that reads "Scott Howard".

Scott Howard
Town Manager

Marshville Town Hall
201 West Main Street
Marshville, NC 28103

TOWN OF MARSHVILLE

est. 1877

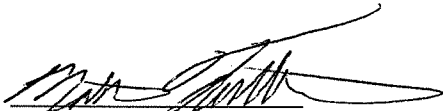
(P) 704.624.2515
(F) 704.624.0175
www.marshville.org

July 6, 2017

To Whom It May Concern:

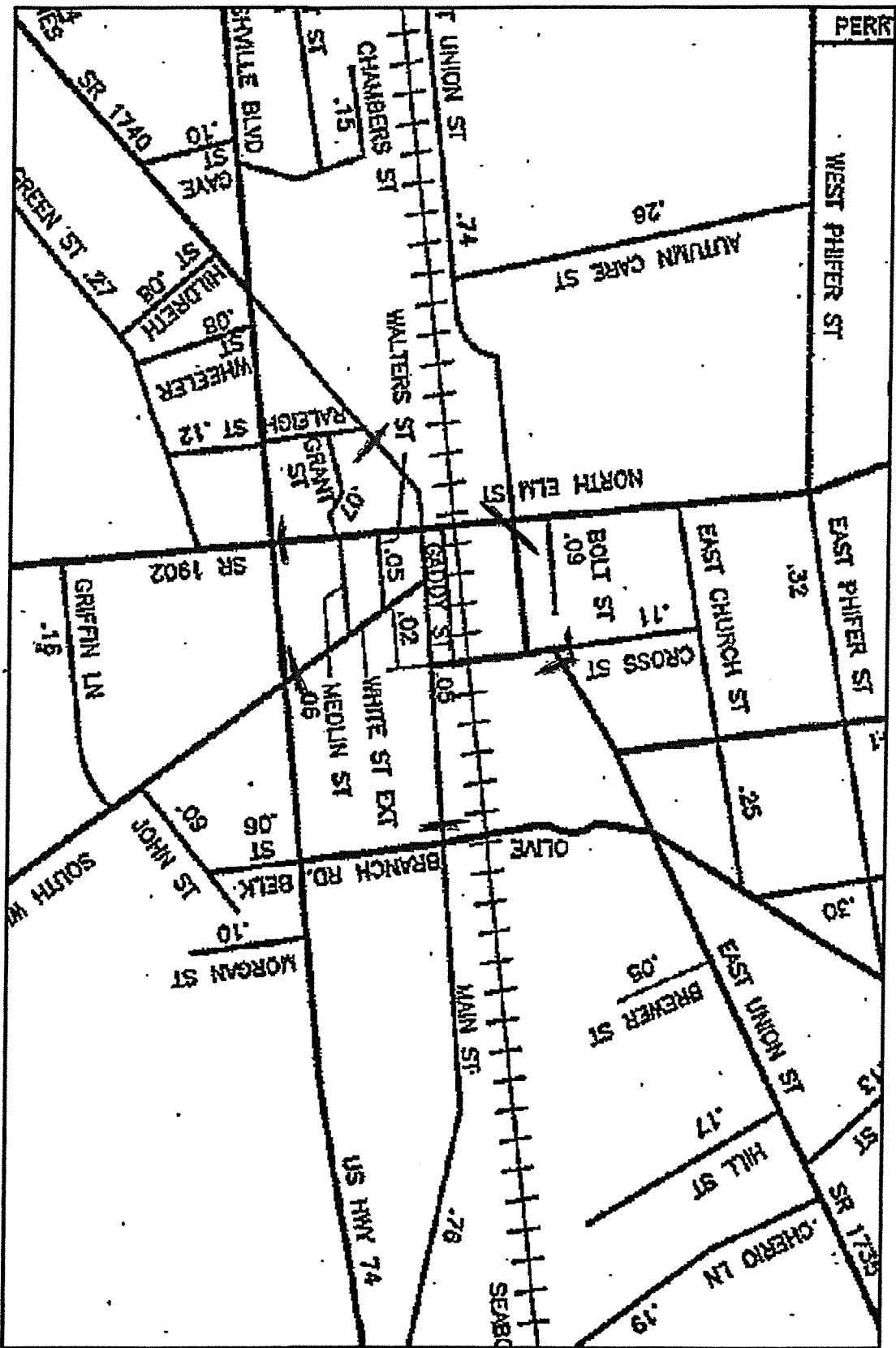
On September 16, 2017, uniformed Marshville Police Officers will be present the entire scheduled time of the Boll Weevil Jamboree. Proper safety equipment, barricades and cones will be used in the closing of roads, so that the festivities can occur safely. I will be present during the entire event on this date and will oversee safety measures taken by the Marshville Police Department.

Regards,



Chief Matt Tarlton

2014 Boll Weevil Festival Street Closures



Road Closures

North Carolina Department of Transportation
Special Event Request Form
Division 10

This request form is required for all special events being held within the right-of-way of State Highway System roads. Special events include one-time, annual, or periodic bicycle races, marathons or other foot races, festivals, charity walks, parades or other events outside of the normal usage of the State Highway System. **This request must be submitted to the appropriate Division Traffic Engineer(s) where the event will be held at least sixty (60) days prior to the scheduled beginning of the event.** See a listing of the Highway Divisions and their contact information at the following URL:

<https://apps.dot.state.nc.us/dot/directory/authenticated/UnitPage.aspx?id=630>

Section A: Event Information

Name of Event Boll Weevil Jamboree

Type of Event Annual Town Festival

County/Counties Union

City/Cities Marshville

Event Date(s) 16-Sep-17

Event Time(s) Begin 6:00 a.m. End 10:00 p.m.

Primary Sponsoring Organization Marshville Chamber of Commerce

Anticipated number of participants (estimate) 2500

Approximate distance in miles 1

Requested Action(s) Temporary Road Closure Temporary Interference with Traffic
(Check all that apply) Temporary Lane Closure Participants Share the Road with Traffic

Section B: Contact Information

Director/Organizer Name Kay Strawn Email ktstrawn@windstream.net

Mailing Address PO Box 337
Marshville, NC 28103

Telephone 1 704-624-6243 Telephone 2 704-2213187 Fax _____

Responsible Local Government Town of Marshville

Local Government Contact Scott Howard Telephone 704-624-2515

Responsible Law Enforcement Agency Marshville Police Department

Law Enforcement Contact Chief Matt Tarlton Telephone 704-624-6767

Section C: Support Material

The following support documentation must be attached to this request before it will be considered.

1. Detailed location(s) of event including maps indicating route(s) used by the event.
2. Detailed description of the event and how it will affect the route(s) used by the event.
3. Written support for the event from all local governments whose jurisdiction the event is being held in.
4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.
5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.
6. Description of notification to residents along the route as a safety and informational service.

Section D: Terms and Conditions

The following applies to all approved events.

1. Requestor shall be responsible to properly close the lanes/roads according to the Manual on Uniform Traffic Control Devices (MUTCD).
2. Requestor shall be responsible to provide all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in General Statute §20-114.1.
3. Requestor shall be responsible to notify all emergency services and other responders of any impending closures and/or interference.
4. Event shall be supported by, or endorsed by, the local government body/bodies.
5. If a bicycle race, requestor shall be responsible to follow rules and statutes specific to bicycle racing as provided for in General Statute §20-171.2.

Section E: Signatures

Requestor Signature



Date 6/20/2017

Approval Signature

Date _____

Division Traffic Engineer

- cc: Division Engineers
 District Engineers
 Resident Engineers
 Bridge Maintenance Engineers
 Roadside Environmental Engineers
 Bituminous Supervisors
 State Highway Patrol

Statement of Liability Waiver for Special Events

This statement of liability waiver is made for the named event listed in Section A of the "Special Events Request Form", hereinafter "the Special Event," by the Special Event organizer listed under Section B of the "Special Events Request Form", hereinafter "the Organizer", to the Department of Transportation, an agency of the State of North Carolina, hereinafter "the Department".

Whereas, the Organizer is organizing a Special Event using roads of the State Highway System and accepts responsibility as the person in charge of the Special Event;

Whereas, the Organizer shall identify in writing the name, if any, of the organizations or groups sponsoring the Special Event;

Whereas, the Organizer shall identify in writing and on a map the roads of the State Highway System to be used for the Special Event prior to the start of the Special Event;

Whereas, the Organizer shall address all safety and mobility issues;

Whereas, the Organizer accepts all risks and liabilities and shall release, waive, discharge and covenant not to use the Department for any and all liability from any and all claims arising from the Special Event and shall provide a copy of this statement of liability waiver to all participants of the Special Event and obtain their written agreement of said waiver prior to their participation in, and the commencement of, the Special Event;

Whereas, the Organizer and all participants understand and agree that this statement of liability waiver shall be binding upon executors, administrators, personal representatives, collectors, heirs, successors, and assigns, and shall inure to the benefit of the Department and all of its past, present, and future officers, directors, employees, agents representatives, insurers, predecessors, and successors;

Whereas, the Organizer agrees to make restitution for any and all claims for personal injury or property damage which may be asserted against the Department by reason of any individual's participation in the Special Event and agrees to make restitution for any costs, expenses, and damages (including, without limitation, attorney's fees and costs) which may be asserted against the Department as a result of the Special Event;

Therefore, the Organizer does hereby fully and unconditionally release and discharge the Department and all past or present agents and employees of the Department, in their official and individual capacities, from any and all claims and losses, liabilities, demands, actions, or causes of action of any kind or character (including without limitation, for attorney's fees, costs, and expenses), whether known or unknown, with the knowledge that such may come to exist, whether at law or at equity on account of, connected with, or growing out of the Special Event.

The Organizer hereby certifies that he/she shall obtain signed Release and Waiver of Liability forms for every participant in the event and shall provide the Department a copy of the signed forms upon request at any time within four (4) years of the date of the event. The undersigned hereby acknowledge that they have read this statement, and fully understand its contents.

Kay T. Strawn
(Name 1 - printed)

(Name 2 - printed)

(Name 3 - printed)

Kay T. Strawn
(Name 1 - signature)
Ball Keever Gomboree Chair

(Name 2 - signature)

(Name 3 - signature)

7-6-17
(Name 1 - date)

(Name 2 - date)

(Name 3 - date)

Home Government Living Here Public Safety Business Divisions News & Notices I Want To

[Search](#) | [Advanced Search](#) | [Search Results](#)

Union County Tax Records Search

Account Information

Parcel Number:	02306022A	Property Class:	GOVERNMENT/SCHOOL/CHURCH
Situs Address:	MAIN ST	Township:	Marshville
Subdivision:		Neighborhood:	8223082
Acreage:	0.4300 Ac	Mailing Address:	201 WEST MAIN ST MARSHVILLE, NC 28103
Legal Description:	MAIN ST		
Owner:	TOWN OF MARSHVILLE		

Land Value: \$32300
Building Value: \$68200
Other Value: \$0
Total Value: \$100500

Union County's most recent revaluation was effective 1/1/2015, our value reflects the market at that time.

For sales in your area prior to our revaluation date click [here](#)

For Information about Appealing this Value click [here](#)

Sales Information

Sale Date	Sale Amount	Book & Page	Grantor
07/09/2015	\$53,000	6484 624	MARSHALL JOHN WESLEY
07/28/2006	\$74,500	4245 577	ABERCROMBIE VIRGINIA R
05/17/1996	\$59,000	0870 0195	ABERCROMBIE VIRGINIA R

Please E-mail the Appraisal Division at appraiserhelp@unioncountync.gov if you see any errors in the information. Be sure to include your Parcel Number in the subject line.

Building Information

DWELLING #1

Type of Building:	DWELLING	Number of Stories:	1.00	Year Built:	1950
Quality of Construction:	Fair Plus	Condition of Building:	Good	Roofing Material:	Light Comp
Exterior Covering:	Vinyl siding	Central Air Conditioning:	Yes	Heating Type:	Forced hot air
Total Living Area:	1280	Value per Square Foot:			\$78.52
Total Basement Area:	0	Finished Basement Area:			0
Total Lower Level Area:	0	Finished Lower Level Area:			0
Enclose Porch Area:	0	Open Porch Area:			128
Total Garage Area:	0				



12/12/2003 12:00:00 AM

6484
0624

FILED
UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Jul 09, 2015
AT 11:43 am
BOOK 06484
START PAGE 0624
END PAGE 0625
INSTRUMENT # 20675
EXCISE TAX \$106.00
AH

TRUSTEE'S DEED

15-067971

Grantor/Drawn by: Shapiro & Ingle, L.L.P.
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216

Grantee/Mail to: Town of Marshville, a North Carolina municipality
201 West Main St
Marshville, NC 28103

The property is not the primary residence of the Grantor, and Grantor has no knowledge of any foreclosed parties' use of the property. (N.C.G.S. § 105-317.2)

Tax Code #: 02 306 022A
STATE OF NORTH CAROLINA

COUNTY OF UNION

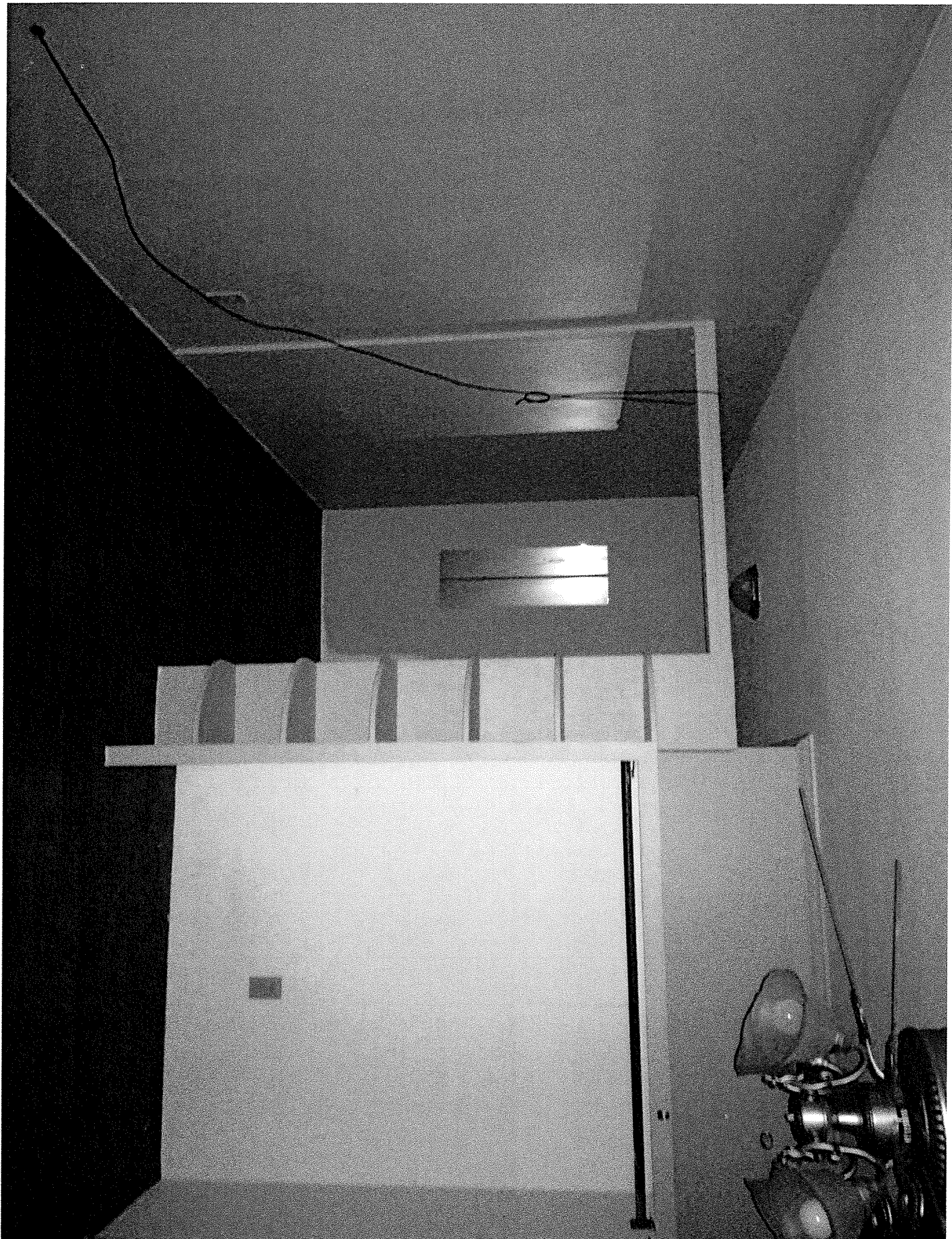
\$106.00 Documentary Stamps

THIS DEED, made July 8, 2015, by and between Grady I. Ingle, Substitute Trustee per document recorded in Book: 6384 Page: 183, Union County Registry, for Charles Myers, Trustee, in the deed of trust hereinafter mentioned, of Union County, North Carolina, hereinafter referred to as "first party"; and Town of Marshville, a North Carolina municipality, hereinafter, whether one or more, referred to as "second party" (the singular masculine pronoun wherever hereinafter used to be construed as masculine, feminine or neuter and as singular or plural as the context may indicate or require),

WITNESSETH, THAT WHEREAS, Under date of February 23, 2009, John Wesley Marshall executed and delivered unto Charles Myers, as trustee, a certain deed of trust which is duly recorded in the office of the Register of Deeds for Union County, N.C., in Book 5067, Page 342, to which reference is hereby made; and whereas, default having occurred in payment of the indebtedness secured by said deed of trust and in the performance of the stipulation and conditions therein contained, due demand was made upon the first party by the owner and holder of the indebtedness secured by said deed of trust or part of same that he foreclose the said deed of trust and sell the property under the terms thereof and a special proceeding having been instituted on February 19, 2015 with the Clerk of Superior Court of Union County, said special proceeding being number 15SP138; and whereas, under and by virtue of the power and authority in him vested by the said deed of trust and in accordance with the terms and stipulation of same and after due advertisement as in said deed of trust provided and as by law required, the first party at 3:30 PM, on Monday, May 18, 2015, did expose the land described in said deed of trust, and hereinafter described and conveyed, to sale at public auction at the Union County Courthouse door, when and where Marion Steele became the last and highest bidder for the said land at the price of \$53,000.00; and whereas the first party duly reported said sale to the Clerk of Superior Court of said county, as by law required, and thereafter said sale remained open ten days and no advance bid was placed thereon within the time allowed by law; and whereas the











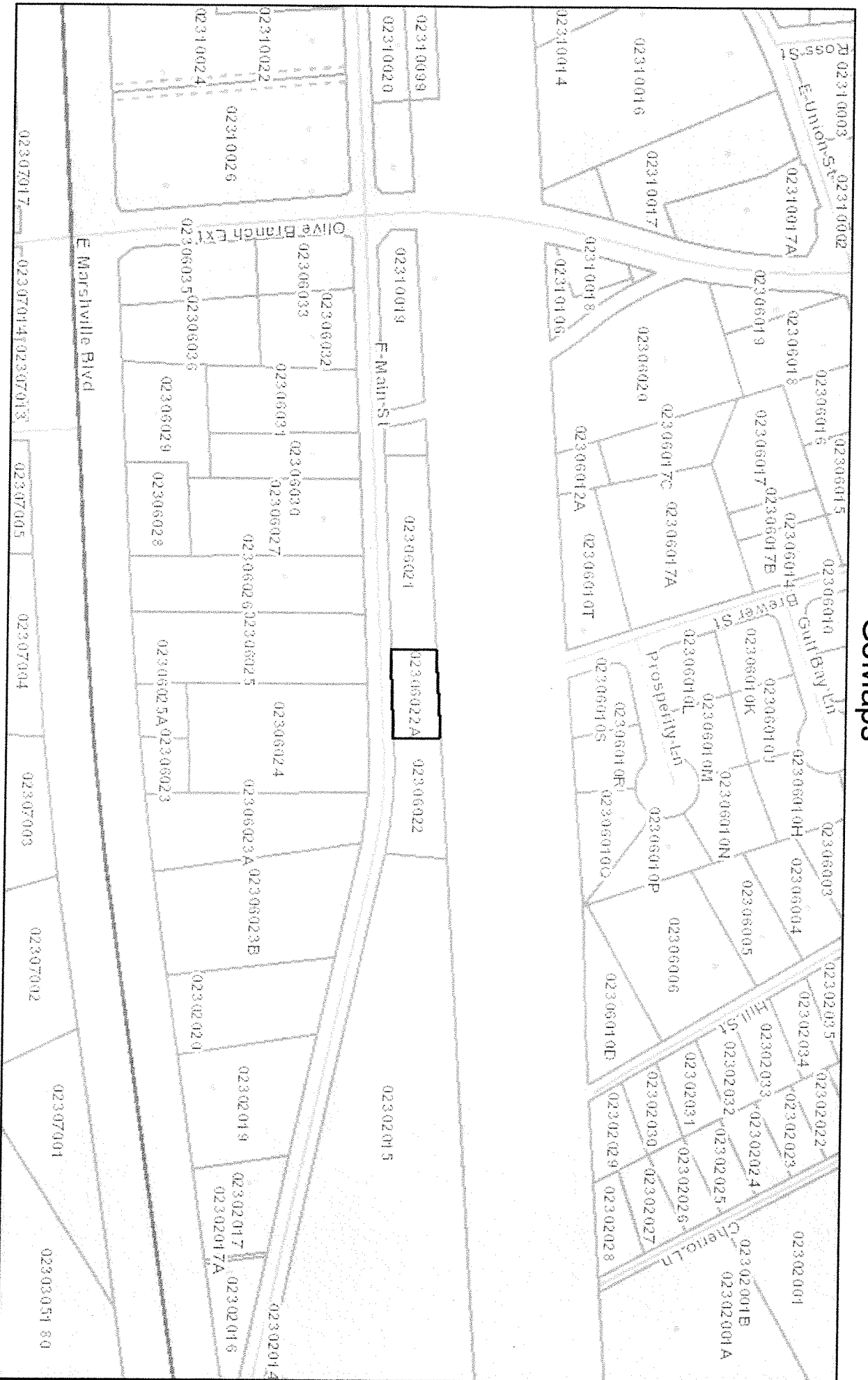




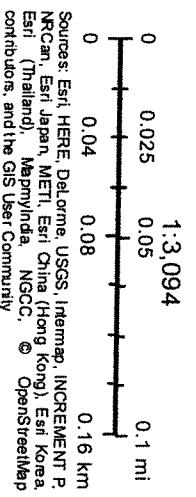








July 31, 2017



July 31, 2017[

Regarding Discussion/Action on 511 East Main Street, being the vacant residence beside the Town's Public Works Building

- The structure would need considerable work to make it habitable for rent
- Heating/Cooling unit needs replacing. Propane Unit \$6,000 - \$7,000.
- Pipes look in disrepair under house
- Moisture problems inside the house have warped cabinets, etc.,
- Lot is basically rectangular, and land mostly flat
- Land is contiguous to Public Works Building
- Planning and Zoning Administrator stated that lot is too small to survey out for public works and then sell house and property
- We could explore selling the structure as personal property and having purchaser remove it
- Staff would suggest keeping the land and possibly the structure for growth/storage of Public Works space

Discussion and possible action regarding a job description and salary range for a Public Works Director

Town Manager Shubert referenced the proposed job description in everyone's agenda packet. The Public Works Director must have two certifications: at least a B Distribution and Cross-Connection certification from the NC Operator Certification Program and a Grade 2 NC Water Pollution Control System Operator Certification. We currently have a part time person, Tommy Kost, who possesses those certifications. We need to hire someone as soon as possible. Mayor Pro-Tem Morgan commented that the manager needs to clarify the job description. Mayor Pro-Tem Morgan gave suggested clarifications to the manager. CM Rowell feels that this is the manager's job. The manager stated that the starting salary needs to be \$45K-\$60K per year. The town needs somebody that knows public works, not just book knowledge, but someone that will look at the old lines, meter readings and water loss.

The motion was made by CM Rowell to accept the job description with minor changes at an annual pay rate of \$45K-\$60K. The motion was seconded by Mayor Pro-Tem Morgan and passed unanimously.

Discussion and possible action concerning beginning a search for a Town Manager

Mayor Deese reported that he has contacted seven headhunters in North Carolina, but has yet to receive a response. He has requested proposals from each and will give each council member copies when acquired.

Town Manager's Report

No comments.

Mayor and Town Council Member Comments

CM Bivens – No comments.

CM Carpenter – We need to plan town functions better. The Business Insider Launch Party, hosted by Town of Marshville Parks Director, Eddie Mitchell, was scheduled the same time as this council meeting.

CM Rowell – Reminder that National Night Out is August 2 from 5:00 pm – 8:00 pm. We are working with WSOC for school tools boxes. Cindy Lunsford, Pastor at Marshville UMC is participating also. The Marshville Chamber meeting is Thursday at 12 noon at Dave's Pizza.

CM Staton – The town sign needs to reflect the correct time for meetings. She agrees to table the rezoning decision and requests additional council meetings to discuss items on the agenda. CM Carpenter agrees. CM Staton wants to add an agenda item to the August Council Meeting to discuss and vote on reinstating work sessions.

Mayor Pro-Tem Morgan – Urges the police department to be extra safe. There has been another killing in Michigan. The Comprehensive Transportation Meeting will be held on August 3 from 10:00 am to 1:00 pm at the old armory in Monroe.

Proclamation

ALZHEIMER'S DESEASE AWARENESS DAY

September 15, 2017

In Marshville

WHEREAS, Alzheimer's disease is a progressive degenerative disease of the brain causing deterioration in memory and thinking, as well as judgment and reasoning ability; it also affects behavior, emotions and the ability to perform self-care; and

WHEREAS, according to the Center for Disease Control and Prevention, Alzheimer's is the sixth leading cause of death for older adults; and

WHEREAS, according to the North Carolina Department of Health and Human Services, Alzheimer's is the 5th leading cause of death of citizens 65 and older; and

WHEREAS, according to the Center for Disease Control and Prevention, approximately 5 million people in the United States are living with Alzheimer's; and

WHEREAS, Alzheimer's is the most common form of dementia; and

WHEREAS, according to the Alzheimer's Reading Room, 1,232 Americans are diagnosed daily and 8,634 Americans are diagnosed weekly with Alzheimer's disease, and by 2050 over 13 million American could have the disease; and

WHEREAS, Alzheimer's disease costs the United States \$100 billion per year in diagnosis, extended care, family caregiver illness and lost wages according to the National Institute on Aging; and

WHEREAS, neither Medicare nor most private health insurance covers the long term services and support most people with dementia need; and

WHEREAS, the town of Indian Trail recognizes individuals, families, friends and caregivers dealing with the devastating effects of Alzheimer's disease, the researchers who are seeking a cause or causes and cure, and the educational programs and support services provided by North Carolina Alzheimer's organizations;

NOW, THEREFORE, I, Franklin D. Deese, Mayor of the Town of Marshville, and the town council, do hereby proclaim September 15, 2017, as "ALZHEIMER'S DISEASE AWARENESS day" in Marshville and encourage its observance to all citizens.

Proclaimed this 7th day of August, 2017

Mayor Franklin D. Deese

Attest: _____
Tonya D. Johnson, Town Clerk

Facts on Discussion/Action on Scheduling Joint Work Session with Planning & Zoning Board Regarding Ordinances

- Several Council Members have expressed concern regarding restrictiveness of our Zoning Ordinances
- Several Citizens and one or more of the Planning Board has expressed concern over restrictiveness of our Zoning Ordinances
- Our Planning and Zoning Expert, Richard Smith has indicated they may be a little too restrictive for our town
- Planning and Zoning Administrator Richard Smith suggested the idea of a joint meeting

Receptacles and Containers to be provided and used; specifications

- (a) Rollout container service shall be provided to all solid waste collection customers located within the town limits except pursuant to Title V, Chapter 50, Section 50.09.
- (b) The town will provide rollout containers per account holder.
- (c) The town will only collect solid waste from rollout containers originally purchased by the town.
- (d) Rollout containers used in the collection program are property of the town.
- (e) The town will replace or repair any container owned by the Town where the container is damaged by normal wear and tear, the damage is covered by the manufacturer's warranty, or where container is damaged by town personnel or the Town's contracted personnel or equipment. The customer is responsible for paying for any repairs or replacement costs not covered under the manufacturer's warranty if the originally assigned container is damaged beyond normal wear and tear, or is stolen, lost, or missing.
- (f) If a customer disputes a finding by town staff regarding the above mentioned ordinances regarding the solid waste service provided by the town, specifically regarding the ordinances of the provided solid waste container. The customer may submit a written dispute to the town public works director. The town public works director or the town manager shall make the final and binding decision on any and all disputes including, but not limited to, issues of what constitutes normal wear and tear, whether to repair or replace a container, whether damage was caused by the negligence of town personnel or the town's contracted personnel or equipment, or any other issues.
- (g) Customer is responsible for notifying the town when customer is moving or terminating account and making the rollout container available for pickup by town personnel at a mutually convenient time. If the container is stolen/missing, or damaged when the town personnel arrive at container pickup, customer is responsible for paying replacement or repair cost if not covered under manufacturer's warranty.
- (h) It shall be unlawful for any person to place in or on any street, sidewalk, alley, public highway or any private premises any solid waste, rubbish, dirt, or filth of any kind, or any vegetables, fruit peels, cans, or any substance or refuse matter of any kind which would render the streets and premises unclean, except in proper rollout container accessible to waste collection vehicles.
- (i) It shall be unlawful for any person to maintain boxes, bins, or any type of container located on the sidewalks inconsistent with the provisions of this chapter.

Service rates; extra use fees, discontinuance of utility service for nonpayment

- (a) For the service of collecting and hauling of garbage and refuse, the owner or occupant of each premises from which garbage and refuse is collected by the town shall be charged such rates as may be established from time to time by town council, as will all late and delinquent fees will apply in accordance with the Town of Marshville Fee Schedule.
- (b) These charges and fees shall be considered a debt owing to the town from the owner or occupant of such premises and shall be billed to the owner or occupant along with the bill for