

Mayor
John Aneralla

Mayor Pro-Tem
Danny Phillips

Commissioners
Melinda Bales
Dan Boone
Mark Gibbons
Charles Guignard
Rob Kidwell

Town Manager
Gregory H. Ferguson



Department Heads
Max Buchanan, Public Works
Jackie Huffman, Finance
Michael Jaycocks, Parks&Rec
Jack Simoneau, Planning
Cleveland Spruill, Police Chief

Assistant Town Manager
Gerry Vincent

Town Clerk
Janet Pierson

Town Attorney
Bob Blythe

AGENDA

Regular Town Board Meeting September 19, 2016 - 6:30 PM

TOWN HALL (101 Huntersville-Concord Road)

I. Pre-meeting

- A. Closed Session - Property Acquisition. (5:30 p.m.)
- B. Closed Session - Consultation with Attorney. (6:00 p.m.)

II. Call to Order

III. Invocation - Moment of Silence

IV. Pledge of Allegiance

V. Mayor and Commissioner Reports-Staff Questions

- A. Mayor Aneralla (Metropolitan Transit Commission, Commerce Station Management Team)
- B. Commissioner Bales (Lake Norman EDC, Lake Norman Education Collaborative)
- C. Commissioner Boone (Public Safety Liaison, Land Development Ordinances Advisory Board)
- D. Commissioner Gibbons (NC 73 Council of Planning, Veterans Liaison)
- E. Commissioner Guignard (Centralina Council of Governments, Planning Coordinating Committee)
- F. Commissioner Kidwell (Charlotte Regional Transportation Planning Organization, Olde Huntersville Historic Society)
- G. Commissioner Phillips (Lake Norman Chamber Board, Visit Lake Norman Board)

VI. Public Comments, Requests, or Presentations

VII. Agenda Changes

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

VIII. Public Hearings

- A. Conduct public hearing on Petition #ANNEX16-02, a request by NVR Asbury Chapel to annex 76.139 acres (non-contiguous) into the Town of Huntersville. (*Meredith Nesbitt*)

IX. Other Business

- A. Consider decision on Petition #ANNEX16-02, a request by NVR Asbury Chapel to annex 76.139 acres (non-contiguous) into the Town of Huntersville. *(Meredith Nesbitt)*
- B. Conduct evidentiary hearing and consider decision on The Commons at Monteith Park subdivision sketch plan. *(Quasi-judicial) (Alison Adams)*
- C. Adopt resolution approving interlocal agreement between the Town of Huntersville, Central Piedmont Community College and Mecklenburg County. *(Michael Jaycocks)*
- D. Consider adopting an ordinance to add regulations to Title V Public Works, and to move, retitle, and recodify Title IX General Regulations, Chapter 90: Streets and Sidewalks, to Title V Public Works. *(Max Buchanan)*
- E. Consider adopting Capital Project Ordinance for the design of culvert improvements on Gilead Road between McCoy Road and Wynfield Creek Parkway. *(Jackie Huffman/Greg Ferguson/Max Buchanan)*

X. Consent Agenda

- A. Approve the minutes of the September 6, 2016 Regular Town Board Meeting. *(Janet Pierson)*
- B. Approve budget amendment recognizing insurance revenue in the amount of \$1,330.65 and appropriate to the Police Department's insurance account. *(Jackie Huffman/Chief Spruill)*
- C. Approve budget amendment recognizing insurance revenue in the amount of \$721.20 and appropriate to the Police Department's insurance account. *(Jackie Huffman/Chief Spruill)*
- D. Approve budget amendment recognizing insurance revenue in the amount of \$4,611.45 and appropriate to the Police Department's insurance account. *(Jackie Huffman/Chief Spruill)*
- E. Authorize the Mayor to execute the Downtown Revitalization Grant Agreement between the North Carolina Department of Commerce and the Town of Huntersville and approve budget amendment recognizing grant revenue in the amount of \$94,340. *(Jackie Huffman/Max Buchanan/Michael Jaycocks)*
- F. Authorize award of the Town of Huntersville 2016 Eastside Resurfacing Contract to Blythe Construction, Inc. *(Max Buchanan)*

XI. Closing Comments

XII. 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 no more than 3 minutes. The Mayor, as the presiding officer may, at his discretion, shorten the time limit for speakers when an unusually large number of persons have signed up to speak.

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

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Meredith Nesbitt, Planner I
Subject: ANNEX 16-02 NVR Asbury Chapel

Request to hold a public hearing on September 19, 2016 for Annexation Petition #Annex 16-02 NVR Asbury Chapel, to annex 76.139 acres (non-contiguous) into the Town of Huntersville.

ACTION RECOMMENDED:

Hold a public hearing on September 19, 2016.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Description	Type
▣ Staff Report	Staff Report
▣ Exhibit 1 - Non-Contiguous Annexation Petition	Exhibit
▣ Exhibit 2 - Site Survey	Exhibit
▣ Exhibit 3 - Certificate of Sufficiency	Exhibit
▣ Exhibit 4 - Public Hearing Ad	Exhibit
▣ Exhibit 5 - Non-Contiguous Annexation Ordinance	Exhibit

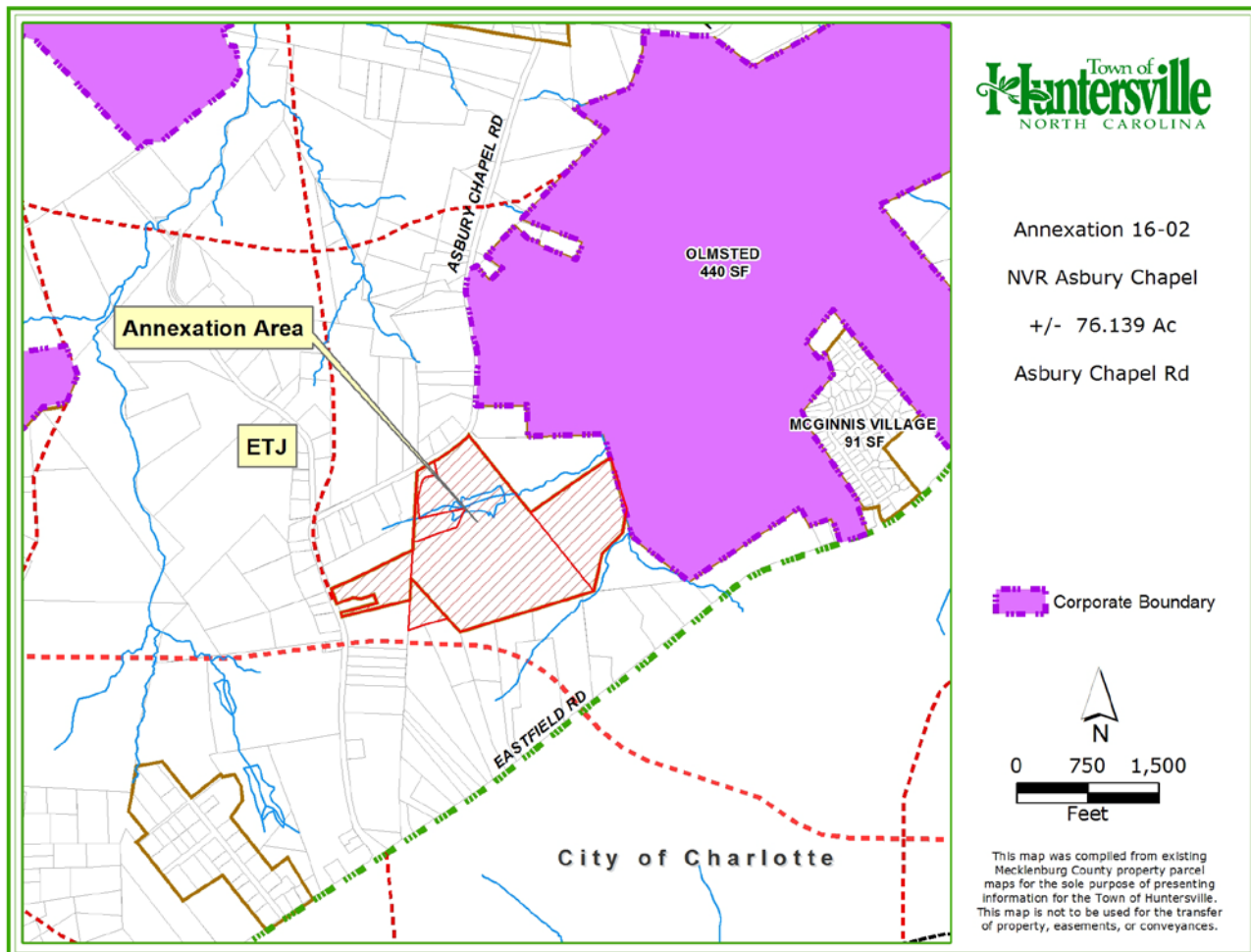
Non-Contiguous Annexation Petition # 16-02

NVR – Asbury Chapel

EXPLANATION OF THE REQUEST

Petition Annex #16-02 for non-contiguous annexation into the Town of Huntersville of 76.139-acres consisting of NVR – Asbury Chapel (see Exhibit 1).

LOCATION



BACKGROUND

The Haack and Finch Family have filed a petition to consider voluntary non-contiguous annexation (see Exhibit 2) pursuant to North Carolina General Statutes Section 160A-58 et seq. A Resolution of Intent to Annex was adopted by the Board of Commissioners on August 15, 2016, pursuant to N.C.G.S.160A-58.7; the proposed area to annex is 76.139-acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on March 31, 2016 (see Exhibit 1).
- The Town Clerk certified the sufficiency of the petition on August 08, 2016 (see Exhibit 3).
- On August 15, 2016, the Board of Commissioners set the date for the public hearing to be held on September 19, 2016.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on September 7, 2016 (see Exhibit 4).

Per Article 160A-58.1(b), a non-contiguous area proposed for annexation must meet all of the following standards:

- (1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city. NVR – Asbury Chapel is located 0.65 miles from the primary corporate limits of Huntersville.
- (2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section. The area proposed for annexation is in an area in which the Town has an agreement with other municipalities that such other municipalities will not annex into and that the Town may annex into that area, and therefore the requirements of NCGS 160A-58.1(b)(1), (2) and (5) are not applicable;
- (3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits. The area to be annexed is so situated that the Town will be able to provide the same service within the proposed satellite corporate limits that it provides within the primary corporate limits of the Town.
- (4) If the area proposed for annexation, or any portion thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. NVR – Asbury Chapel is a subdivision, as defined in G.S. 160A-376 and all of the subdivision is proposed to be annexed.
- (5) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. Currently, Huntersville's satellite annexations are 7.4% of the primary corporate limits and this annexation will not increase that percentage over 10%.

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on September 19, 2016, the voluntary non-contiguous annexation would also become effective on September 19, 2016.

ATTACHMENTS

Exhibit 1 - Non-Contiguous Annexation Petition
Exhibit 2 - Site Survey
Exhibit 3 - Certificate of Sufficiency
Exhibit 4 - Public Hearing Ad
Exhibit 5 - Non-Contiguous Annexation Ordinance



PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.
2. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:
 - (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and
 - (b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.
3. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

Per Major Subdivision Sketch Plan Approval granted at August 1, 2016 Town Board Meeting

-
4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

Tax Parcel Number 02116101

Annexation Petition (2013 version)

PF USA Property Portfolio NC, LLC.

Property Owner(s)

11124 Asbury Chapel Road

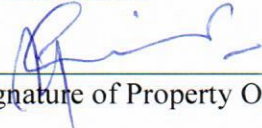
Address of Property Owner(s)

312 239 8975

Telephone Number

paulfinch1954@gmail.com

E-mail address



Signature of Property Owner

25 MARCH 2016.

Date



PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.
2. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:
 - (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and
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Per Major Subdivision Sketch Plan Approval granted at August 1, 2016 Town Board Meeting

-
4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

Tax Parcel Numbers 02101112; 02116112; 02116113

Janet M. Haack, Donald E. Haack Family Trust

Property Owner(s)

11540 and 11620 Asbury Chapel Road

Address of Property Owner(s)

Telephone Number

E-mail address

Signature of Property Owner

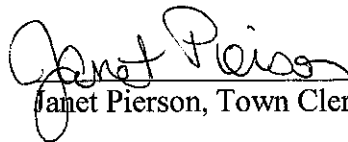
Janet M. Haack, Individually and as Trustee of the Donald E. Haack Family Trust,
Date *under trust agreement dated August 15, 2001.*

**CERTIFICATE OF SUFFICIENCY OF PETITION
NVR ASBURY CHAPEL**

To: The Board of Commissioners of the Town of Huntersville, North Carolina.

I, JANET PIERSON, Town Clerk, do hereby certify that I have investigated the Petition of NVR Asbury Chapel for non-contiguous annexation of certain property, and have found as a fact that said Petition is signed by all the owners of real property lying in the area described therein, in accordance with North Carolina General Statutes 160A-31, *et seq.* The undersigned therefore certifies that the Petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to Section 160A-31 of the General Statutes of North Carolina.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville, this 8th day of August, 2016.


Janet Pierson, Town Clerk

NOTICE OF PUBLIC HEARING

ON REQUEST FOR ANNEXATION

Exhibit 4

Take notice that the Town of Huntersville Board of Commissioners has called a public hearing at 6:30 p.m. on September 19, 2016, at Town Hall on the question of annexing the following described territory requested by Petition filed pursuant to NCGS 160A-58, as amended, to annex to the Town of Huntersville certain noncontiguous property. The property subject to the Petition consists of 76.139 acres, known as NVR Asbury Chapel and described as follows:

BEGINNING AT A FOUND IRON PIPE ON THE EASTERLY RIGHT OF WAY OF ASBURY CHAPEL ROAD (HAVING AN APPARENT 60' FOOT RIGHT OF WAY WIDTH) AND BEING THE COMMON CORNER OF RANDALL POINDEXTER AND SELAH C. POINDEXTER AS RECORDED IN DEED BOOK 6173 AT PAGE 744 IN THE MECKLENBURG COUNTY REGISTRY; THENCE N 68°40'44" E A DISTANCE OF 220.02' FEET TO A FOUND PINCH PIPE; THENCE N 63°10'37" E A DISTANCE OF 734.15' FEET TO A FOUND IRON PIN AT A STONE; THENCE N 03°11'17" E A DISTANCE OF 350.87' FEET TO A FOUND IRON ROD, SAID IRON ROD BEING IN THE LINE OF SEAN M. SULLIVAN AS RECORDED IN DEED BOOK 15311 AT PAGE 380 IN SAID REGISTRY; THENCE N 03°10'05" E A DISTANCE OF 522.12' FEET (PASSING OVER A FOUND IRON ROD AT 484.38' FEET) TO A SET MAGNETIC NAIL IN THE CENTERLINE OF SAID ASBURY CHAPEL ROAD; THENCE WITH THE CENTERLINE OF SAID ROAD FOR THE NEXT SEVEN (7) CALLS N 62°18'23" E A DISTANCE OF 94.20' FEET TO A SET MAGNETIC NAIL; THENCE N 60°27'23" E A DISTANCE OF 100.00' FEET TO A SET MAGNETIC NAIL; THENCE N 58°21'23" E A DISTANCE OF 100.00' FEET TO A SET MAGNETIC NAIL; THENCE N 55°36'23" E A DISTANCE OF 100.00' FEET TO A SET MAGNETIC NAIL; THENCE N 53°04'53" E A DISTANCE OF 100.00' FEET TO A SET MAGNETIC NAIL; THENCE N 47°56'23" E A DISTANCE OF 100.00' FEET TO A SET MAGNETIC NAIL; THENCE N 40°40'53" E A DISTANCE OF 47.66' FEET TO A SET MAGNETIC NAIL; THENCE LEAVING SAID ROAD S 39°11'13" E A DISTANCE OF 1080.65' FEET TO A FOUND IRON PIPE, SAID IRON PIPE BEING ALONG THE SOUTHWESTERLY LINE OF ASBURY UNITED METHODIST CHURCH AS RECORDED IN DEED BOOK 3590 AT PAGE 86 IN SAID REGISTRY; THENCE N 55°55'22" E A DISTANCE OF 124.89' FEET TO A FOUND IRON STAKE; THENCE N 55°44'43" E A DISTANCE OF 898.25' FEET (PASSING OVER A FOUND ANGLE IRON AT 755.71' FEET, AND 813.67' FEET) TO A FOUND STONE; THENCE S 16°57'22" E A DISTANCE OF 565.64' FEET TO A FOUND ½" IRON PIPE ON CREEK BANK, SAID PIPE BEING THE COMMON CORNER OF JW HOMES, LLC AS DESCRIBED IN MAP BOOK 57 AT PAGE 988 AND DANNY R. BUFFKIN AS RECORDED IN DEED BOOK 10962 AT PAGE 568 IN SAID REGISTRY; THENCE S 02°12'55" W A DISTANCE OF 242.07' FEET TO A FOUND ½" IRON PIPE; THENCE S 45°11'39" W A DISTANCE OF 309.97' FEET TO A FOUND ½" IRON PIPE; THENCE S 15°16'10" W A DISTANCE OF 413.86' FEET TO A FOUND ½" IRON PIPE AT A STONE, SAID PIPE BEING IN THE LINE OF CORY W. WASMUS AND AMANDA WASMUS AS RECORDED IN DEED BOOK 27123 AT PAGE 705 IN SAID REGISTRY; THENCE S 73°01'59" W A DISTANCE OF 1482.45' FEET (PASSING OVER A FOUND ½" IRON PIPE AT 136.79' FEET, AND 681.40' FEET, AND 1102.50' FEET) TO A FOUND 1.5" IRON PIPE, SAID PIPE BEING THE COMMON CORNER OF REBECCA B. ALLISON AS RECORDED IN DEED BOOK 24891 AT PAGE 744 AND MATTHEW G. BODINE AND CHRISTINA P. BODINE AS RECORDED IN DEED BOOK 13352 PAGE 801 AS RECORDED IN SAID REGISTRY; THENCE N 42°19'43" W A DISTANCE OF 763.27' FEET (PASSING OVER A FOUND IRON PIPE AT 194.93' FEET) TO A FOUND ¾" IRON PIPE; THENCE S 02°35'37" W A DISTANCE OF 236.31' FEET TO A FOUND CONCRETE MONUMENT, SAID MONUMENT BEING IN THE LINE OF GLEN ARCHER AND PATRICIA ARCHER AS RECORDED IN DEED BOOK 12495 AT PAGE 273 IN SAID REGISTRY; THENCE S 76°38'09" W A DISTANCE OF 752.57' FEET TO A FOUND IRON ROD ON THE EASTERLY RIGHT OF WAY OF SAID ASBURY CHAPEL ROAD; THENCE N 20°20'07" W A DISTANCE OF 45.36' FEET TO A FOUND IRON ROD, SAID IRON ROD BEING THE COMMON CORNER OF JOSEPH ALONZO YOST AND CAMI YOST AS RECORDED IN DEED BOOK 12495 PAGE 273 IN SAID REGISTRY; THENCE N 76°38'15" E A DISTANCE OF 405.06' FEET TO A FOUND IRON ROD; THENCE N 20°32'26" W A DISTANCE OF 101.73' FEET TO A FOUND IRON ROD; THENCE S 76°19'49" W A DISTANCE OF 155.51' FEET TO A FOUND IRON ROD; THENCE N 80°57'40" W A DISTANCE OF 77.12' FEET TO A FOUND IRON ROD; THENCE S 67°01'12" W A DISTANCE OF 180.97' FEET TO A FOUND IRON ROD ON THE RIGHT OF WAY OF SAID ASBURY CHAPEL ROAD; THENCE N 21°19'28" W A DISTANCE OF 168.23' FEET TO THE PLACE AND; POINT OF BEGINNING, HAVING AN AREA OF 3316624.24 SQUARE FEET, 76.139 ACRES.

AN ORDINANCE TO ANNEX CERTAIN NONCONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2016-02

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by Resolution of Intent to Annex adopted by the Board of Commissioners on the 15th day of August, 2016, pursuant to N.C.G.S.160A-58.7; and

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:30 p.m. on the 19th day of September, 2016, after due notice by publication in The Charlotte Observer on September 7th; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

WHEREAS, the Board of Commissioners does hereby find as a fact that:

1. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the primary corporate limits of the Town of Huntersville;
2. The entire subdivision is included in the proposed annexation;
3. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Huntersville, will not exceed ten (10) percent of the area within the primary corporate limits of the Town of Huntersville; and
4. The area to be annexed is so situated that the Town will be able to provide the same service within the proposed satellite corporate limits that it provides within the primary corporate limits of the Town.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 19th day of September, 2016:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon and after the 19th day of September 2016, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and

shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 19st day of September, 2016. Mayor: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

Exhibit A:

BEGINNING AT A FOUND IRON PIPE ON THE EASTERLY RIGHT OF WAY OF ASBURY CHAPEL ROAD (HAVING AN APPARENT 60' FOOT RIGHT OF WAY WIDTH) AND BEING THE COMMON CORNER OF RANDALL POINDEXTER AND SELAH C. POINDEXTER AS RECORDED IN DEED BOOK 6173 AT PAGE 744 IN THE MECKLENBURG COUNTY REGISTRY; THENCE N 68°40'44" E A DISTANCE OF 220.02' FEET TO A FOUND PINCH PIPE; THENCE N 63°10'37" E A DISTANCE OF 734.15' FEET TO A FOUND IRON PIN AT A STONE; THENCE N 03°11'17" E A DISTANCE OF 350.87' FEET TO A FOUND IRON ROD, SAID IRON ROD BEING IN THE LINE OF SEAN M. SULLIVAN AS RECORDED IN DEED BOOK 15311 AT PAGE 380 IN SAID REGISTRY; THENCE N 03°10'05" E A DISTANCE OF 522.12' FEET (PASSING OVER A FOUND IRON ROD AT 484.38' FEET) TO A SET MAGNETIC NAIL IN THE CENTERLINE OF SAID ASBURY CHAPEL ROAD; THENCE WITH THE CENTERLINE OF SAID ROAD FOR THE

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Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Meredith Nesbitt, Planner I
Subject: ANNEX 16-02 NVR Asbury Chapel

Request to take action on Annexation Petition #Annex 16-02 NVR Asbury Chapel, to annex 76.139 acres (non-contiguous) into the Town of Huntersville.

ACTION RECOMMENDED:

Take Action

FINANCIAL IMPLICATIONS:

N/A

**Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016**

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Alison Adams, Senior Planner
Subject: Sketch Plan The Commons at Monteith Park

Sketch: The Commons at Monteith Park Subdivision is a request by Blue Heel Development to subdivide approximately 1.99 acres to develop nine single family homes and two duplexes in the Neighborhood Residential Zoning District. The property is located on Stumptown Road and is identified as PIN: 00934346.

ACTION RECOMMENDED:

Town Board take action on the request.

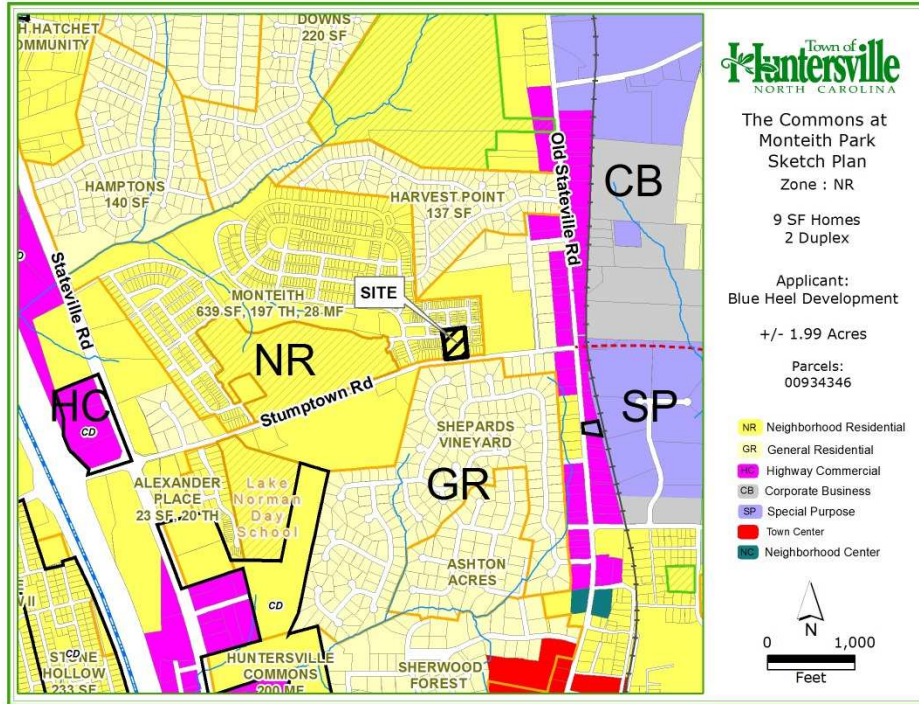
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
□ The Commons at Monteith Park Staff Report	Staff Report
□ Attachment A The Commons at Monteith Park Application	Exhibit
□ Attachment B The Commons at Monteith Park Site Plan	Exhibit
□ Attachment C The Commons at Monteith Park Neighborhood Meeting Summary	Exhibit
□ Attachment D The Commons at Monteith Park CMS Report	Exhibit

The Commons at Monteith Park Subdivision Sketch Plan

PART 1: PROJECT SUMMARY



Applicant: Blue Heel

Project Size: +/- 1.99 acres

Parcel Numbers: 00934346

Current Zoning: Neighborhood Residential (NR)

Current Land Use: The land is currently occupied by a vacant home.

Proposed Land Use: 9 single-family homes & 2 duplex (11 lots, 13 units)

The application is [Attachment A](#).

The site plan is [Attachment B](#).

PART 2: SITE PLAN DESCRIPTION AND ISSUES

1. Adjacent Properties:

North: Neighborhood Residential (NR) single-family - Town homes

South: General Residential (GR), single-family - Large lot single-family residential

East: Neighborhood Residential (NR) single-family - Town homes & single-family

West: Neighborhood Residential (NR) single-family - Town homes & single-family

- A neighborhood meeting was held on June 21, 2016, see [Attachment C](#), Neighborhood Meeting Summary.
- The proposed project is not located in a protected watershed.
- By ordinance 10% of the existing tree canopy and 10% of the existing specimen trees are required to be saved. The developer is saving 0% of the tree canopy and 0% of the specimen trees onsite. Due to the nature of the site the applicant requested a mitigation plan that is in compliance with Article 7.4 and was approved by the Planning Board.
- Street standards, connectivity and setbacks are all compliant with the Zoning and Subdivision Ordinance. A Buffer Waiver is being requested from Article 7.5, (Where connectivity between subdivisions is appropriate for high quality neighborhood design, the Town Board may reduce or waive the required buffer yard).

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis

Based on the land use and intensity proposed, a Traffic Impact Analysis (TIA) is not required.

PART 4: PLANNING STAFF ANALYSIS

Section 6.200 of the Subdivision Ordinance outlines the “general requirements and policies to be used in the design, review, and approval” of subdivisions in the Town of Huntersville. The following staff findings are provided for the Board’s consideration of the Subdivision Sketch Plan.

1. Consistency with adopted public plans and policies.

The following sections of the 2030 Huntersville Community Plan apply to this request:

- **Policy H-1: Development Pattern.** Continue to follow existing residential development pattern as reflected in “Map of Zoning Districts,” focusing higher intensity development generally within two miles of the I-77/NC 115 corridor and lower intensity development from the east and west of this corridor extending to the Town boundaries.
STAFF COMMENT: The proposed density of The Commons at Monteith is 6.5 units per acre, which is consistent with this policy of the 2030 Community Plan and the Neighborhood Residential (NR) zoning district.
- **Policy E-2: Location of New Development.** Avoid locating new development in areas of significant environmental, scenic or cultural resources.
STAFF COMMENT: Planning staff has no indication that the request will adversely affect known cultural, scenic or environmental resources.
- **Policy E-3: Environmental Regulations.** Support and enhance environmental regulations pertaining to tree preservation, buffer yards, open space, water quality, wetland, and stream protection.
STAFF COMMENT: The applicant is providing a square to meet the urban open space requirement on the northern side of the property. Underground detention will be utilized in the square to accommodate for water quality. No wetlands or streams exist on the property.
- **Policy T-5: Context-sensitive Design of Streets.** Continue to support “context-sensitive” design of streets and the selection of appropriate street section designs for residential, commercial and industrial developments applications.
STAFF COMMENT: Due to the nature of the project the applicant did not have to install public streets. There will be a private alley that will connect the existing private alleys (Aiken and Feather Oak). The applicants have received positive feedback from the Monteith Park HOA to connect to the private alley system.
- **Policy T-6: Pedestrian Connections.** Support the installation of sidewalks, bikeways and greenway trails connecting residential, commercial, employment, recreational and institutional uses.
STAFF COMMENT: The applicant is providing a sidewalk on Stumptown Road that will connect existing Stumptown Road sidewalk. Sidewalk exist on all of the internal public streets. The applicant is installing a walkway through the project that will tie the sidewalk system on Stumptown to the internal sidewalks in the neighborhood. A sidewalk, bike lanes, and a wide shoulder will be installed on Stumptown Road to comply with future plans and Ordinance.
- **Policy T-8: Street Connectivity.** Promote and require street connectivity in the Town of Huntersville among residential, commercial, employment, recreational and institutional uses.
STAFF COMMENT: Private alleys are being adjoined to facilitate connectivity.
- **Policy PF-2: Adequate Public Facilities Ordinance (APFO).** Continue use of “Adequate Public Facilities Ordinance (APFO)” to ensure that demand generated by existing and future growth and development for police, fire and parks & recreation capital facilities can be met by available supply of facilities.
STAFF COMMENT: APFO was not required because the project is under 20 lots.

2. Conformity.

The proposed development is in keeping with the density as seen in Monteith Park Townhome section.

3. Access between Adjoining Properties.

Private alleys are being used to connect the project to Monteith Park.

4. Relation to topography.

The site is relatively flat; therefore water quality BMPS will be contained under the square and stormwater will be routed to the existing system.

5. Mature trees and natural vegetation.

All vegetation on site is being removed due to constraints. The applicant has gained approval from the Planning Board to mitigate through a contribution to the Tree Bank.

6. Access to parks, schools, etc.

The applicant is providing sidewalks along the public streets of the property to allow for connectivity to the existing sidewalk system. Future development surrounding Monteith Park will aid the sidewalk network.

7. Discourage through traffic.

Alleys are appropriately sized for residential traffic, which will aid connection to existing internal neighborhood streets.

8. Relationship to railroad rights-of-way.

Not Applicable

9. Half streets.

Not Applicable

10. Parallel streets along thoroughfares.

Not Applicable

11. Public School and Public Park Sites

The parcel associated with The Commons at Monteith Park Subdivision has not been identified for a public school or park site.

12. Public Facilities

The parcels associated with The Commons at Monteith Park Subdivision has not been identified for a public facility.

13. Proposed street names

Street names are not required at this review level. They will be reviewed at the preliminary plan stage.

14. Easements.

Not Applicable

15. Proposed water and sewerage system.

A Willingness to Serve Letter has been provided to the developer from Charlotte Water.

16. Restrictions on the subdivision of land subject to flooding.

No floodplain exist onsite.

17. Reserved.

18. Open Space

All lots must be within ¼ mile of an Urban Open Space. The applicant is utilizing a square on the north side of the property to satisfy the Urban Open Space requirement. The square design will be required and reviewed during the preliminary plan submission.

19. Impact of Development on Public Facilities

Under the provisions of the APF Ordinance, all residential development greater than twenty lots are required to receive a “Determination of Adequacy (DOA)” for the following public facilities: fire vehicles, fire station, police station, police vehicles, indoor park and recreation facilities, and parks acreage. The Commons at Monteith is proposing 11 residential lots; therefore APFO is not required.

Additionally, staff has contacted Charlotte-Mecklenburg Schools (CMS) for an enrollment evaluation of this project (Attachment D)

PART 5: STAFF RECOMMENDATION

In considering The Commons at Monteith Subdivision, staff finds:

- The application is complete.
- Staff recommends approval of buffer waiver requested due to the connection between Monteith Park and The Commons at Monteith promoting high quality neighborhood design.
- The application does comply with the Ordinance and the future Land Use Plans.
- Staff recommends approval of the subdivision.

PART 6: PLANNING BOARD RECOMMENDATION

Planning Board heard the case on August 23, 2016 and recommended approval with a 9-0 vote.

PART 7: DECISION STATEMENTS

Subdivision Recommendation:

In considering whether to approve an application for a subdivision sketch plan the Town Board must complete the following per [Section 6.320.5](#) of the Subdivision Ordinance.

- Is the application complete (lacking any particular requirement)?
- Does the application comply with all the applicable requirements? A statement must be made that the application complies or does not comply that includes the support documentation of the particular motion.
- Lastly, the Board must make a motion to approve or deny based on the previous statements.

PART 8: ATTACHMENTS/ENCLOSURES

Attachments

- A – Application
- B – Site Plan
- C – Neighborhood Meeting Summary
- D – CMS Report



General Application

Incomplete submissions will not be accepted. Please check all items carefully.

1. Application Type

Please indicate the type of application you are submitting. If you are applying for two (2) actions, provide a separate application for each action. **In addition to the application, the submission process for each application type can be found at**

<http://www.huntersville.org/Departments/Planning/PermitsProcess.aspx>

- ☐ CHANGE OF USE
- ☐ COMMERCIAL SITE PLAN
- ☐ CONDITIONAL REZONING
- ☐ GENERAL REZONING
- ☐ MASTER SIGNAGE PROGRAM
- ☐ REVISION to _____
- ☐ SPECIAL USE PERMIT

SUBDIVISION CATEGORIES: *Per the Huntersville Subdivision Ordinance*

- ☒ SKETCH PLAN
- ☐ PRELIMINARY PLAN
- ☐ FINAL PLAT (includes minor and exempt plats)
- ☐ FINAL PLAT REVISION
- ☐ FARMHOUSE CLUSTER

2. Project Data

Date of Application 06/01/16

Name of Project Proposed 'The Commons at Monteth Park' Phase # (if subdivision) 1

Location 13600 Stumpflinn

Parcel Identification Number(s) (PIN) 009-34-346

Current Zoning District NR Proposed District (for rezonings only) NR

Property Size (acres) 1.99 acres Street Frontage (feet) Stumpflinn 260', Copley Square 199'

Current Land Use Single Family Home White Point 144', &

Proposed Land Use(s) Shinner 40'

Is the project within Huntersville's corporate limits?

Yes ☒ No ☐ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Briefly explain the nature of this request. If a separate sheet is necessary, please attach to this application.

Subdivision of 1.99 acres into 13 single family and duplex (2) units
matching the look and feel of the surrounding community -
Monteth Park

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at: <http://www.huntersville.org/Departments/Planning/PermitsProcess.aspx>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The Review Process list includes plan documents needed for most town and county reviewing agencies.

For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility Willingness to Serve letter for the subject property.

6. Signatures

*Applicant's Signature Matthew Gallagher Printed Name Matthew Gallagher Blue Heel Development
Address of Applicant 442 S. Main Street, Suite 100, Davidson 28036
Email matt@blueheeldevelopment.com
Property Owner's Signature (if different than applicant) [Signature]
Printed Name D Brian Brooks DBB
Property Owner's Address 818 N Piedmont Ave Email brian.brooks@us.gt.com
* Applicant hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application. Kings Mountain, NC 28086 DBB
Blue Heel Development Matthew Gallagher 704-634-5740 matt@blueheeldevelopment.com
Development Firm Name of contact Phone Email
Design Craft Jonathan Crowder 704-999-1203 jcrowder@designcraftPA.com
Design Firm Name of contact Phone Email

If Applying for a General Rezoning:

Please provide the name and Address of owner(s) of fee simple title of each parcel that is included in this rezoning petition. If additional space is needed for signatures, attach an addendum to this application.

If Applying for a Conditional Rezoning:

Every owner of each parcel included in this rezoning petition, or the owner (s) duly authorized agent, must sign this petition. If signed by an agent, this petition MUST be accompanied by a statement signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in filing this petition. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID PETITION. If additional space is needed for signatures, attach an addendum to this application.

Signature, name, firm, address, phone number and email of Duly Authorized Agent by owner needed below:

If Applying for a Subdivision:

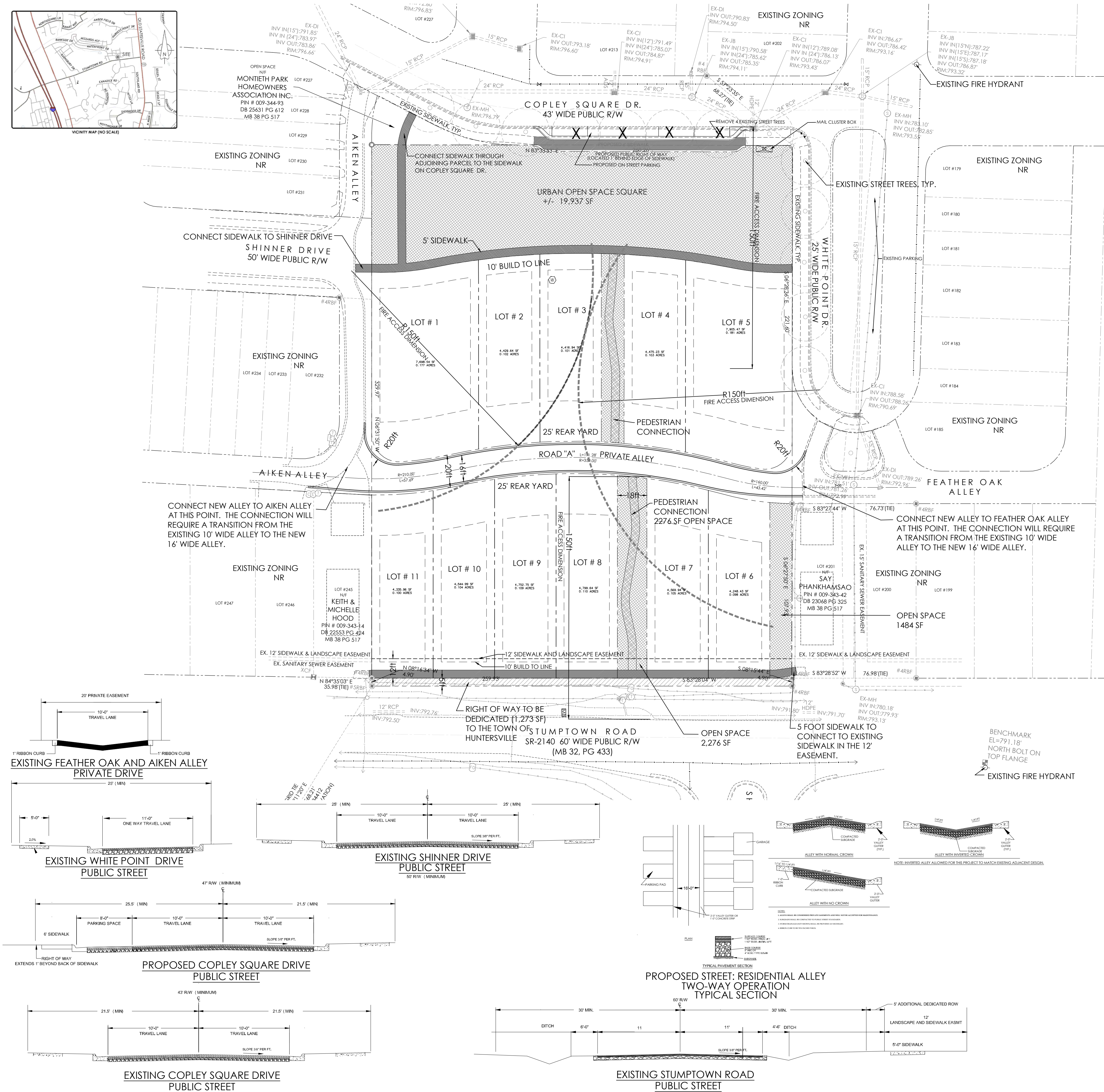
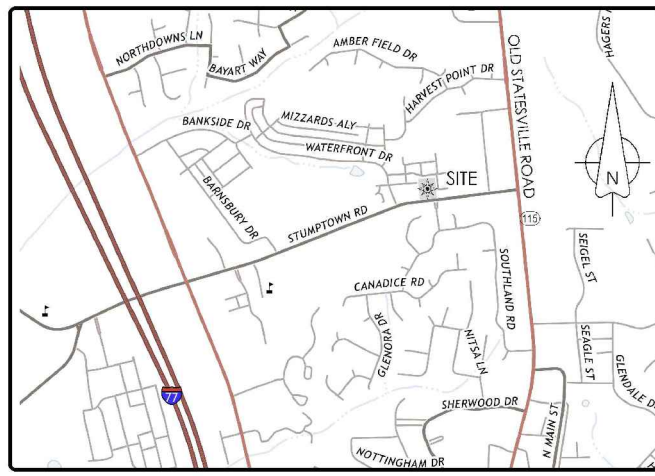
By signature below, I hereby acknowledge my understanding that the Major Subdivision Sketch Plan Process is a quasi-judicial procedure and contact with the Board of Commissioners shall **only** occur under sworn testimony at the public hearing.

Matthew Gallagher

Contact Information

Town of Huntersville
Planning Department
PO Box 664
Huntersville, NC 28070

Phone: 704-875-7000
Fax: 704-992-5528
Physical Address: 105 Gilead Road, Third Floor
Website: <http://www.huntersville.org/Departments/Planning.aspx>



SKETCH PLAN: GENERAL NOTES

- ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.
- THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
- ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE (+/- 23,697 SF OR .54 AC) SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN ARE SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING) RIGHT-OF-WAY AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.
- LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS WITH THE EXCEPTION OF RURAL PARKWAYS WHERE EXISTING TREES CAN SATISFY THE STREET TREE REQUIREMENT.
- SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
- MAIL DELIVERY AND WILL BE FROM THE PUBLIC STREETS WITHIN THE SUBDIVISION. GARBAGE COLLECTION WILL BE FROM THE PRIVATE ALLEY.
- A TIA DETERMINATION APPLICATION WAS SUBMITTED TO THE TOWN OF HUNTERSVILLE AND WAS IT WAS DETERMINED ON 5/18/16 THAT A TIA WAS NOT REQUIRED.
- THE TOWN OF HUNTERSVILLE REQUIRES THAT ALL STREETS PROPOSED TO BE TAKEN OVER BY THE TOWN FOR MAINTENANCE BE REVIEWED, INSPECTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA FOR ADEQUATE CONSTRUCTION. REVIEW OF STREET CONSTRUCTION BY THE CERTIFYING ENGINEER IS REQUIRED THROUGHOUT THE CONSTRUCTION PROCESS. REFER TO THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL FOR ADDITIONAL INFORMATION INCLUDING THE REQUIRED CERTIFICATION FORM.

ADDITIONAL NOTES

- ALLEY CROSS SECTION PROPOSED IS FROM THE STANDARD HUNTERSVILLE, DETAILS, #280.4, WITH THE ALLOWANCE OF AN INVERTED CROWN.
- EDGE OF PAVEMENT RADIUS IS 20' AT INTERSECTIONS OF THE ALLEYWAYS.
- THERE WERE DETERMINED TO BE NO WETLANDS ON THE SITE.
- STREET TREES ALONG INTERNAL STREETS HAVE BEEN PROVIDED BY A PREVIOUS DEVELOPER AND HAVE ALREADY BEEN INSTALLED.
- THE REQUIRED STREET TREES ON STUMPTOWN WILL MATCH WHAT IS EXISTING ALONG THE WESTERN ADJACENT PROPERTY. THE REQUIRED YARD TREES WILL ACT AS THE STREET TREE.
- URBAN OPEN SPACE SHALL BE DESIGNED IN ACCORDANCE WITH THE TOWN OF HUNTERSVILLE ZONING ORDINANCE.
- THE REQUIRED 20' BUFFER YARD-ARTICLE 7.5.3- IS REQUESTED TO BE WAIVED, PER TOWN OF HUNTERSVILLE ZONING ORDINANCE, SECTION 7.5.3 (d). DUE TO THE INFL NATURE OF THIS DEVELOPMENT AND THE DESIRE TO MAKE THIS PARCEL MESH SEAMLESSLY AS A PART OF THE EXISTING NEIGHBORHOOD.

PER ARTICLE 7.7.3. SUPPLEMENTAL LANDSCAPE PROVISION FOR RESIDENTIAL LOT TREES, EACH LOT SHALL PROVIDE CANOPY TREES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

LOT SIZE LESS THAN 10,000 SF	REQUIRES 1 FRONT YARD AND 1 REAR YARD
LOT SIZE OF 10,000 SF TO 15,000 SF	REQUIRES 1 FRONT YARD AND 2 REAR YARD
LOT SIZE OF 15,001 SF TO 20,000 SF	REQUIRES 2 FRONT YARD AND 2 REAR YARD
LOT SIZE MORE THAN 20,000 SF	REQUIRES 3 FRONT YARD AND 3 REAR YARD

THE SITE HAS NOT BEEN DE-FORESTED IN THE PAST THREE YEARS.

- LOT BUA IS SUBJECT TO CHANGE DURING THE CONSTRUCTION DOCUMENT PHASE AS LONG AS THE TOTAL MAXIMUM SITE BUA LISTED ON THESE PLANS IS NOT EXCEEDED.
- LENGTH OF SIDEWALK ALONG THE LOTS FACING STUMPTOWN ROAD: +/- 260 LF.
- LENGTH OF SIDEWALK ALONG LOTS FACING STUMPTOWN ROAD: +/- 260 LF.
- ALL ALLEY'S SHALL BE OPEN FOR GENERAL USE BY THE GENERAL PUBLIC BUT SHALL NOT BE ACCEPTED BY THE PUBLIC FOR MAINTENANCE.
- MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR ASSOCIATION OF HOMEOWNERS, WHICH EVER IS APPLICABLE.
- WATER AND SEWER SERVICE TO THE PROPERTY WILL BE PROVIDED BY CHARLOTTE WATER.

BLOCK LENGTH TABLE:

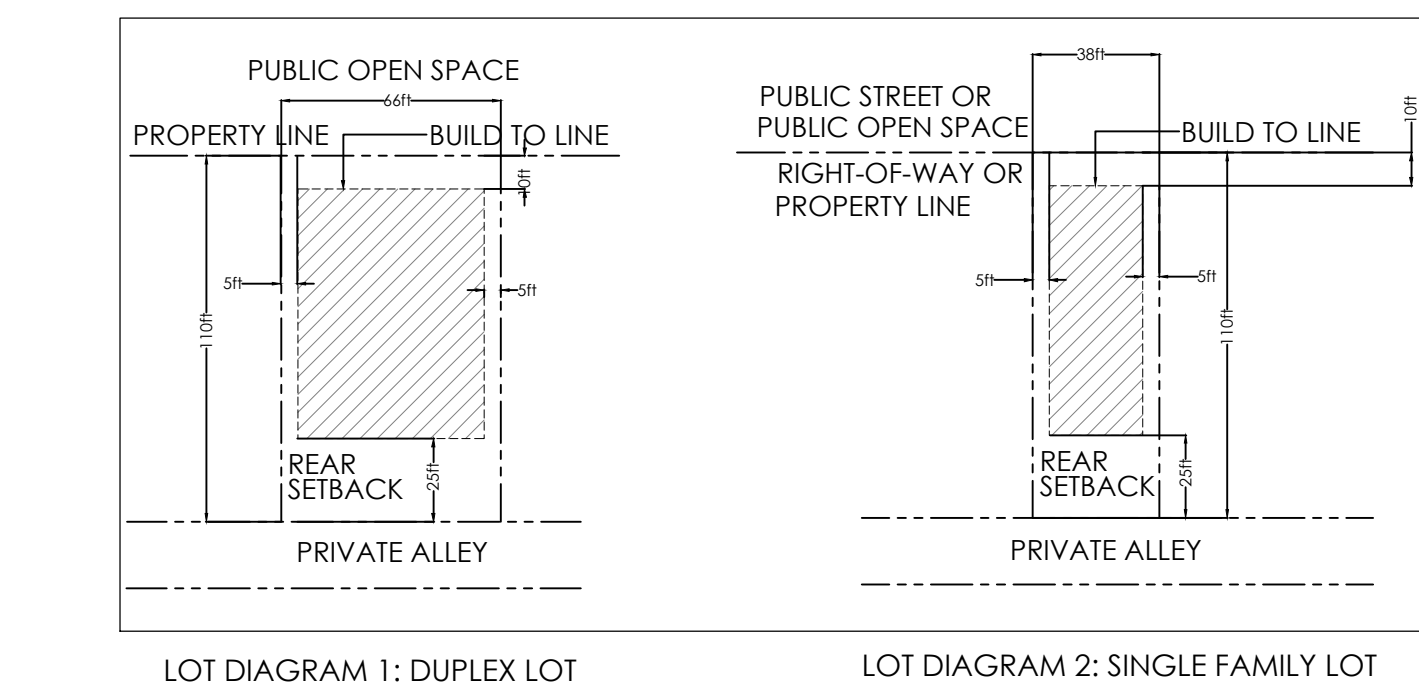
- ROAD "A" PRIVATE ALLEY : 260'

HATCH LEGEND

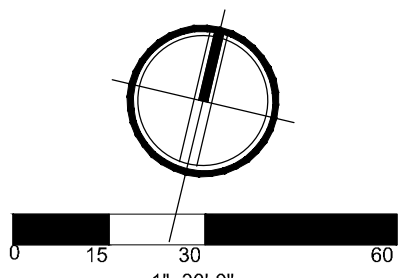
OPEN SPACE: [Hatch Pattern]

Site Plan Data Table	
Total Acreage	1.998 acres
Total Square Feet	87,043.10
Principle Uses	Residential Subdivision
Zoning	NR
Right of way to be dedicated on Stumpdown	1,273.59 sf
% of Impervious allowed	N/A
% of Impervious shown	50%
Lot Count	11
Unit Count	13
Lot Range Size	
Smallest lot	.098 ac, 4,248 sf
Largest lot	.181 ac, 7,905 sf
Lot size average	5,107 sf
Number of lots within each size Category	
Single Family lot 38' x 110'	9
Duplex lot 44' x 110'	2
Setbacks	
Front Setback	10'
Side Yards	5'
Corner Lot Side Yard	5'
Rear yard	25'
Watershed District	McDowell
Tree Preservation and Canopy	
Specimen Trees on site	2
Specimen Trees saved	0
% of Specimen Trees required to save	10%
% of Specimen Trees saved	0%
% of Site covered by tree canopy	29.03% (25,273 sf)
% of tree canopy preservation required	0% of total site: 8704.3 sf
% of tree canopy actually saved	10%
Tree Canopy Mitigation	.10 x 87,043.10 = 8,704.31
Tree canopy mitigation calculation	8,704.31 / 2000 sf = 4.35 trees.
Trees required for tree canopy mitigation	5
Specimen tree mitigation	.10 x 2 specimen trees = 2 trees.
Specimen tree mitigation calculation	1 tree (37' oak) x .30 = 11.1, or 12 calipers
Trees required for specimen tree mitigation	12/2 = 6 trees
Open space provided	23,697 sf
Site Density	4.5 units/acre
% Open space required	Urban Open space, no sf requirement
% of Open space provided	27.2% (23,697 sf)
Urban Open space provided	19,937 sf

BUA SUMMARY CHART			
Site Area	1.998 ac		Allowable BUA
Single Family lot BUA	1,844 sf/lot	9 lots	16,776
Duplex lot BUA	3715 sf/lot	2 lots	7430
Roads			4,678
Sidewalk			3,557
Driveways			8,060
Total Site BUA			40,501
Reserve BUA	200 sf/unit	13	2600
TOTAL MAX SITE BUA:			43,101 SF (49.5%)



LOT DIAGRAM 1: DUPLEX LOT LOT DIAGRAM 2: SINGLE FAMILY LOT





August 11, 2016

Brian Richards, GIS Administrator
Town of Huntersville Planning Department
105 Gilead Road, 3rd Floor
Huntersville, NC 28070

Re: Proposed Development at 13600 Stumptown Rd.
The Commons at Monteith Park
Summary of Neighborhood Meeting

Mr. Richards:

On Thursday, July 21, 2016, Blue Heel Development hosted a neighborhood meeting to share plans and receive feedback on the subject 13-unit development proposed along Stumptown Road. The meeting was held at Huntersville Town Hall. Prior to the event, notice of the meeting was mailed to 101 stakeholders, including all property owners within a 250-foot radius of the site.

In total, nine attendees were present at the meeting, including representatives from Monteith Park HOA and residents from the adjacent townhomes along White Point Drive.

Matt Gallagher with Blue Heel Development provided an overview of the proposed subdivision and house plans, process to acquire entitlements with the Town and County, as well as construction timeline. The discussion focused around general questions about the layout of the site plan, relationship between proposed plans and existing Monteith Park infrastructure, and new house plan details. Those in attendance were receptive of the concepts presented and no specific issues or objections were raised.

Thank you for your attendance at this event and assisting our team in answering questions from residents regarding Town requirements. We look forward to our next steps in the approval process.

Sincerely,

Ben McCrary

Commons at Monteith Park

RECOMMENDATION

We have the following comments that are critical to CMS' support of this petition:

Adequacy of existing school capacity in this area is a significant problem. We are particularly concerned about rezoning cases where school utilization exceeds 100% since the proposed development will exacerbate this situation. Approval of this petition will increase overcrowding and/or reliance upon mobile classrooms at the schools listed below.

TOTAL IMPACT FROM PROPOSED DEVELOPMENT

Proposed Housing Units: Nine (9) single family homes and two (2) duplex units under NR zoning

CMS Planning Area: 4, 17, 18, 19

Average Student Yield per Unit: 0.4905 (SF); 0.2166 (TH)

This development will add 4 students to the schools in this area.

The following data is as of 20th Day of the 2015-2016 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
HUNTERSVILLE ELEMEN	39	37	750	712	105%	2	105%
BAILEY MIDDLE	72	57	1557	1233	126%	1	126%
W.A. HOUGH HIGH	120.5	100	2576	2138	121%	1	121%

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Michael Jaycocks
Subject: Recreation Center Interlocal Agreement

This interlocal agreement between the Town of Huntersville, Central Piedmont Community College and Mecklenburg County will allow the town to benefit from additional parking on the existing CPCC campus to serve the new Recreation Center as well as benefit from the new CDL lot to the west of Huntersville Athletic Park. These additional parking areas will be funded and maintained by CPCC. These additional parking areas can also be used by HFFA.

ACTION RECOMMENDED:

Approve Interlocal Agreement.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

	Description	Type
□	Resolution	Resolution
□	Interlocal Agreement	Backup Material

**RESOLUTION AUTHORIZING INTERLOCAL COOPERATION AGREEMENT
PERTAINING TO THE MERANCAS CAMPUS EXPANSION
AND HUNTERSVILLE RECREATION CENTER**

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies in order to execute any undertaking, and

WHEREAS, the Town of Huntersville (“Town”), Mecklenburg County (“County”), and Central Piedmont Community College (“CPCC”) desire to enter into an Interlocal Cooperation Agreement for the expansion of the CPCC Merancas Campus located on Verhoeff Drive to include the construction of a Public Safety Center, a Public Safety Training Village and Commercial Driving License parking lot and laboratory, and a parking lot to also serve the Town’s future Recreation Center; and

WHEREAS, the Town, County and CPCC are in agreement pertaining to the duties, conveyance(s), funding, construction and use of the properties for future development as described in the Interlocal Cooperation Agreement; and

WHEREAS, the Interlocal Cooperation Agreement shall be effective upon its execution and ends when all transactions described herein have been completed.

NOW, THEREFORE, be it **RESOLVED** the Interlocal Cooperation Agreement (The Merancas Campus Expansion and Huntersville Recreation Center), a copy of which is attached hereto and incorporated herein by reference, is hereby approved and ratified. The Town Manager is hereby authorized to execute an agreement that is consistent with the terms as outlined therein, as the act of the Town, and this Resolution shall be spread upon the minutes.

Adopted this 19th day of September 2016.

TOWN OF HUNTERSVILLE

ATTEST:

Janet Pierson, Town Clerk
(SEAL)

John Aneralla, Mayor

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney

INTERLOCAL COOPERATION AGREEMENT
(The Merancas Campus Expansion and Huntersville Recreation Center)

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") made and entered as of the ____ day of _____ 2016, (the "Effective Date") among **Mecklenburg County, North Carolina**, (hereinafter called "COUNTY"), **Central Piedmont Community College** (hereinafter called "CPCC"), and the **Town of Huntersville, North Carolina** (hereinafter called "TOWN").

WITNESSETH:

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties and other local political subdivisions are authorized to enter into interlocal cooperation undertakings with each other for the contractual exercise by one unit of local government for the other unit of local government of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, CPCC wishes to expand the Merancas campus located in northern Mecklenburg County with the construction of a Public Safety Center, a Public Safety Training Village, and a commercial driving license (CDL) parking lot and laboratory in an effort to close the skills gap in high demand job areas such as law enforcement, fire, emergency medical services, and commercial driving; and

WHEREAS, CPCC has proposed the conveyance of County owned Tax Parcels 017-204-01 and 017-204-04 (hereinafter called North Parcels) on the north side of Verhoeff Drive, the site of the former Gatling Juvenile Detention Center, for the construction of the Public Safety Center, and conveyance of Tax Parcels Tax Parcels 017-421-11, 017-204-02, and a portion of 017-421-10 (hereinafter called South Parcels) on the south side of Verhoeff Drive for construction of a Public Safety Training Village and a CDL parking lot and laboratory as shown in Exhibit X attached hereto; and

WHEREAS, the TOWN is agreeable to the expansion of the Merancas campus onto the parcels south of Verhoeff Drive, portions of which are currently leased to the TOWN for the site of a future TOWN recreation center per the Third Amended and Restated Lease Agreement between the TOWN and the COUNTY made as of the 22nd day of April, 2015 and recorded in the Mecklenburg County Register of Deeds Office at Book 29949 Pages 709 – 721 ("TOWN Lease"); and

WHEREAS, the COUNTY, CPCC, and TOWN desire by this Agreement to enter into an agreement with respect to: the conveyance of certain COUNTY owned properties to CPCC for construction of facilities for the expansion of the Merancas Campus; a Fourth Amended and Restated Lease Agreement between the COUNTY and TOWN to remove the South Parcels from the TOWN Lease for conveyance to CPCC; and other Joint Use Agreements related to the funding, construction, and use of the Public Safety

Center, the Public Safety Training Village, the CDL parking lot and laboratory, and the future TOWN recreation center.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and conditions hereinafter set forth, the parties hereto agree for themselves, their successors and assigns, as follows:

1. **Purpose:** The purpose of this Agreement is to define COUNTY, CPCC, and TOWN duties pertaining to the conveyance, funding, construction, and use of properties currently owned by the COUNTY for future development of the Public Safety Center, the Public Safety Training Village, the CDL parking lot and laboratory, and the TOWN recreation center.

2. **Term of Agreement:** The term of this Agreement begins on the Effective Date and ends when all transactions described herein have been completed.

3. **COUNTY Property Conveyance to CPCC:**

A. Property to be Conveyed

- i. COUNTY agrees to convey the North Parcels, site of the former Gatling Juvenile Detention Center, to CPCC for future construction and operation of a Public Safety Center and parking lot associated with the Center.
- ii. COUNTY agrees to convey the South Parcels to CPCC for construction and operation of a CDL parking lot and laboratory and future construction of a Public Safety Training Village once the TOWN Lease has been amended to remove the South Parcels from the TOWN Lease, and once any necessary subdivision plat has been prepared and recorded.

B. Conditions of Real Estate Conveyance

- i. COUNTY agrees that both the North Parcels and the South Parcels shall be conveyed to CPCC without compensation.
- ii. CPCC agrees that conveyance of the North and South Parcels to it by the COUNTY is conditioned upon those deed and use restrictions as outlined in Section 4.B.i. through 4.B.vi. of this Agreement.

4. **CPCC duties:**

A. Land Acceptance

- i. CPCC agrees to accept ownership of the North Parcels from the COUNTY for construction and operation of a Public Safety Center and associate parking lot. CPCC agrees to accept all improvements on the North Parcels in their "as-is" condition without any contribution from the COUNTY for the cost to demolish and/or remediate the building

- beyond the customary funding that is provided to CPCC through the capital budgeting process.
- ii. CPCC agrees to indemnify the COUNTY for any loss or damage resulting from its use of the building on the North Parcels in the interim period between conveyance of the North Parcels and the time that the building is demolished by CPCC.
- iii. CPCC agrees to accept ownership of the South Parcels for construction and operation of a Public Safety Training Village and a CDL parking lot and laboratory.
- iv. Upon conveyance of the North and South Parcels, CPCC agrees to maintain all existing and future facilities located on these properties.

B. Deed and Use Restrictions

- i. CPCC agrees that at the COUNTY'S request, both the North and South Parcels will be deeded back, or revert back to COUNTY ownership, if the improvements described herein to be constructed by CPCC on said Parcels are not under construction by July 1, 2030.
- ii. Ownership of the North and South Parcels automatically reverts back to the COUNTY, if not used as intended. Should the ownership of Tax Parcel 017-204-02 revert back to the COUNTY, upon written request from the TOWN, the COUNTY agrees to convey title to said Tax Parcel to the TOWN.
- iii. CPCC agrees that it may not convey the North or South Parcels to any third-party for any reason without first obtaining the written approval of the COUNTY. CPCC also agrees that it may not convey Tax Parcel 017-204-02 to any third party for any reason without first obtaining the written approval of the TOWN. However, CPCC may convey the future driveway entering into the planned parking lot on the South Parcels to the TOWN as public right-of-way without first seeking approval of the COUNTY.
- iv. Should either the North or South Parcels revert back to COUNTY ownership pursuant to Section 4B.ii of this Agreement, CPCC agrees to fund demolition and abatement of any facilities built on any of the properties by CPCC, should the COUNTY deem it necessary.
- v. Should the provisions of this Agreement go unmet and the former Gatling Juvenile Detention Center is not demolished by CPCC, CPCC will not be responsible for demolition and abatement of the building after it is transferred back to COUNTY ownership.
- vi. CPCC agrees to maintain the building located on the North Parcels in its existing condition until such time that it is demolished by CPCC to make way for the Public Safety Center and associated parking lot.

C. Funding, Construction, and Use of Public Safety Center on the North Parcels:

- i. CPCC agrees to construct the Public Safety Center and associated parking lot on the North Parcel. The Public Safety Center will be constructed with future undetermined bond funds. In the event that the Center is not funded by July 1, 2030, CPCC, the TOWN, and COUNTY agree to renegotiate continued and future use of the North Parcels.
- ii. CPCC agrees to allow use by the TOWN for the Huntersville Aquatic Center of the future parking lot to be constructed on the North Parcels by CPCC. . The review and approval process for construction of the parking lot and related use by the Huntersville Aquatic Center will be established upon CPCC receiving funding approval for the Public Safety Center project. In the event that additional parking is required prior to construction of the Public Safety Center, CPCC and the TOWN agree to enter into a Joint Use Agreement to allow for parking on the North Parcels by the TOWN.
- iii. Funding for construction of the Public Safety Center is the sole responsibility of CPCC.
- iv. When the Public Safety Center is funded and after the appropriate design phase, the conditions (such as hours and frequency) of the parking agreement with Huntersville Aquatic Center will be established in a Joint Use Agreement between CPCC and the TOWN.
- v. CPCC agrees to complete the recombination process on the North Parcels, according to TOWN's regulation, if required for the construction process.

D. Funding, construction, and use of Public Safety Village, CDL parking lot and laboratory on the South Parcels:

- i. CPCC agrees to construct the Public Safety Village on the South Parcels. The Public Safety Village will be constructed with future undetermined bond funds. In the event that the Village is not funded by July 1, 2030, CPCC, the TOWN, and the COUNTY agree to renegotiate continued and future use of the South Parcels.
- ii. Within twenty-four (24) months of conveyance of the South Parcels by the COUNTY, CPCC agrees to have construction of the CDL parking lot and laboratory completed. Upon approval by the State Board of Community Colleges, CPCC agrees to use funds provided to it from the State of North Carolina's 2016 Bond Program for design and construction of the CDL parking lot and laboratory.
- iii. CPCC agrees that the COUNTY will not participate in the cost to construct any portions of the CDL parking lot, laboratory, or the Public Safety Training Village beyond the customary funding that is provided to CPCC through the capital budgeting process.

- iv. CPCC and TOWN agree to enter into a Joint Use Agreement to establish the conditions by which the TOWN is allowed to use the CDL parking lot for park related activities.
- v. CPCC agrees to complete the subdivision recombination process on the South Parcels, according to TOWN's regulation if required for the construction process, at its expense. If a new subdivision plat is not required, CPCC agrees to pay for a boundary survey of the South Parcels for the legal description to be used in the deed to CPCC.

5. TOWN Recreation Center:

A. Lease Modification

- i. TOWN and COUNTY agree to amend and restate the TOWN Lease to remove Tax Parcels 017-421-11 and 017-204-02, which was the previous proposed site of the TOWN's future recreation center, and a portion of 017-421-10 to allow the COUNTY to transfer the South Parcels to CPCC for construction and operation of the Public Safety Village, CDL parking lot and the laboratory. This lease modification is to become effective only after the execution of this Agreement.

B. Funding, construction, and use of the TOWN's recreation center on Tax Parcel 017-421-10:

- i. TOWN agrees to construct its recreation center on the far eastern portion of Tax Parcel 017-421-10 adjacent to the existing Merancas Campus with frontage on Verhoeff Drive and consistent with the center's placement on the attached Exhibit X.
- ii. TOWN agrees to solely fund construction of the recreation center.
- iii. TOWN and CPCC agree to enter into a Joint Use Agreement by which CPCC will have use of the future recreation center.
- iv. Along the eastern boundary of Tax Parcel 017-421-10, the TOWN agrees to fund and construct a new entrance and driveway to Tax Parcel 017-421-10, including a driveway that aligns with a future CPCC parking lot on Tax Parcel 017-421-07. TOWN and CPCC agree to coordinate the design of the TOWN recreation center site and the design of the CPCC parking lot to ensure an ADA accessible route from the parking lot to the recreation center entrance.
- v. CPCC and the TOWN agree to be individually responsible for maintenance and capital repairs of the driveways and parking lot constructed on their properties.

6. Parking Lot on Merancas Campus:

A. Funding, construction, and use of parking lot on existing Merancas Campus Tax Parcel 017-421-07:

- vi. CPCC agrees to construct 100 additional parking spaces along the western boundary of the existing Merancas Campus in close proximity

- of the new recreation center to be built by the Town and consistent with the general depiction of the lot as shown on Exhibit X.
- vii. CPCC agrees to build a vehicular and pedestrian accessible connection from the parking lot described in Section 6.A.i. of this Agreement to the new recreation center that the TOWN is to build pursuant to this Agreement. Extent of such vehicular and pedestrian connection shall stop at the property line between CPCC and TOWN. CPCC and TOWN agree to coordinate the design of the TOWN recreation center site and the design of the CPCC parking lot to ensure an ADA accessible route from the parking lot to the recreation center entrance. CPCC agrees to solely fund the design and construction of the parking lot and vehicular and pedestrian connections with no additional funding from the COUNTY outside the COUNTY's normal capital budgeting process.
 - viii. CPCC and the TOWN to establish the conditions by which the TOWN would be allowed to use this new parking lot for activities that take place at the Huntersville Athletic Park, new TOWN recreation center, and Aquatic Center.
7. **Meetings.** COUNTY, TOWN and CPCC agree to take such other and further steps as reasonable to accomplish the purpose of this Agreement. The parties agree to conduct meetings as necessary to review each party's performance under this Agreement.
8. **Force Majeure.** Neither party shall be deemed in default with respect to any of the terms, covenants and conditions of this Agreement if the party fails to perform and its failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), except for such events which are caused by that party's own employees; civil disorder; inability to procure material; failure of power; restrictive governmental laws and regulations; riots, insurrections, war, or civil strife, fuel shortages, accidents, casualties; Acts of God; acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees); or any other cause beyond the commercially reasonable control of the non-performing party.
9. **CPCC Indemnification.** To the extent permitted by law, CPCC agrees to indemnify, defend and save harmless COUNTY and TOWN, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with, arising from or connected with services performed on behalf of CPCC by any person pursuant to this Agreement. CPCC's duty to indemnify COUNTY and TOWN shall survive the expiration or other termination of this Agreement.
10. **COUNTY Indemnification.** To the extent permitted by law, COUNTY agrees to indemnify, defend and save harmless CPCC and TOWN, its agents, officers

and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with arising from or connected with services performed on behalf of COUNTY by any person pursuant to this Agreement. COUNTY'S duty to indemnify CPCC and TOWN shall survive the expiration or other termination of this Agreement.

11. **TOWN Indemnification.** To the extent permitted by law, TOWN agrees to indemnify, defend and save harmless CPCC and COUNTY, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with arising from or connected with services performed on behalf of TOWN by any person pursuant to this Agreement. TOWN'S duty to indemnify CPCC and COUNTY shall survive the expiration or other termination of this Agreement.
12. **Enforcement of Agreement.** The parties agree that the remedy of specific performance would be an appropriate remedy, among others, for the enforcement of this Agreement.
13. **Methods of Amending or Terminating this Agreement.** This Agreement may be amended or terminated by written agreement authorized by the governing bodies of each party and signed by authorized representatives of each party. This Agreement may also be terminated by court order upon the finding that there has been substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.
14. **Entire Agreement.** This Agreement contains the entire agreement among CPCC, COUNTY, and TOWN respecting the subject matter of this Agreement, and that there are no other agreements, oral or written, respecting the subject matter. This Agreement may not be altered, amended, or terminated by the parties except by a writing signed by all three parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth in the Preamble hereto.

Mecklenburg County

By _____
County Manager

APPROVED AS TO FORM

County Attorney

Central Piedmont Community College

By _____
President

APPROVED AS TO FORM

CPCC Attorney

Town of Huntersville

By _____
Town Manager

APPROVED AS TO FORM

Town Attorney

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Max Buchanan
Subject: Public Works Ordinance

Consider adopting an ordinance to add regulations to Title V Public Works, and to move, retitle, and recodify Title IX General Regulations, Chapter 90: Streets and Sidewalks, to Title V Public Works.

ACTION RECOMMENDED:

Adoption

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
☐ Public Works Ordinance	Ordinance
☐ Fee Schedule	Backup Material

**AN ORDINANCE TO ADD REGULATIONS OF THE
TOWN OF HUNTERSVILLE CODE OF ORDINANCE TO TITLE V: PUBLIC WORKS
AND TO MOVE, RETITLE AND RECODIFY TITLE IX: GENERAL REGULATIONS,
CHAPTER 90, STREETS AND SIDEWALKS, TO TITLE V: PUBLIC WORKS**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that the Code of Ordinance is hereby amended, as follows:

Title V: PUBLIC WORKS, Chapter 50: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

Articles and Sections:

Article I: Public Right-of-Way Cuts and Encroachment

50.01 Definitions

50.02 Permit Required

50.03 Permit Application and Fee

50.04 Right-of-Way Maintenance

50.05 Failure to Pay Degradation Fee

Article II: Public Street and Sidewalk Use and Closures

50.10 Street and Sidewalk Closure

50.11 Use of Public Streets and Sidewalks

Article III: Driveway Connections

50.20 Compliance with Construction Requirements

50.21 Permit Expiration and Revocation

50.22 Driveway Connection Fee

50.23 Failure to Obtain Driveway Permit

50.24 Bond

Article IV: Obstructions

50.30 Obstruction of Storm Water Conveyance

50.31 Obstruction of Streets and Sidewalks

50.32 Obstructions by Foliage

50.33 Deposit of Trash, Dirt, Debris or Liquids on Streets and Sidewalks; Duties of Owners

50.34 Removal of Dirt and Debris on Streets and Sidewalks as a Result of Construction

50.35 Permanent Obstructions

Article V: Sight Visibility

50.40 Definitions

50.41 Sight Triangle

50.99 Penalty

CHAPTER 50: STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

Statutory reference:

Responsibility for streets inside municipalities, see G.S. § 136-66.1; authority to establish and control streets and sidewalks, see G.S. § 160A-296.

Cross reference:

Definitions generally, see §10.05; Stopping, standing, and parking definitions, see §71.09.

ARTICLE I. PUBLIC RIGHT-OF-WAY CUTS AND ENCROACHMENT

Statutory reference:

Authority to town to regulate digging in the streets and sidewalks, see G.S. § 160A-296(a)(6).

§ 50.01 DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in the Town's adopted Subdivision Ordinance, except where a different meaning is clearly indicated:

STREET RIGHT-OF-WAY.

ENCROACHMENT. Any work completed within the public right-of-way.

DEGRADATION FEE. Payment amount set forth in the adopted fee schedule for pavement cuts.

§ 50.02 PERMIT REQUIRED.

- (A) No person shall cut into any street, sidewalk, square or other public right-of-way for any purpose, including but not limited to installation of and repair to utility systems, or disturb the right-of-way by removing any dirt, sod, sand or paving material therefrom or otherwise disturb the right-of-way, without first obtaining an encroachment permit from the Director of Engineering and Public Works.
- (B) It shall be unlawful for any person to plant or set out any tree, vine, shrub, bush, or flowers or cause or authorize any person to plant or set out any tree, vine, shrub, bush, or flowers in or upon any public place without first obtaining permission from the Town and without complying in all respects with all conditions set out in connection with any such permission granted by the Town.

§ 50.03 PERMIT APPLICATION AND FEE.

Each application for an encroachment permit shall be accompanied by the required degradation fee as set forth in the Town's fee schedule.

§ 50.04 RIGHT-OF-WAY MAINTENANCE.

The Town is not responsible for damage to irrigation, plants, fencing, or any structures permitted for construction within the public right-of-way, while carrying out its construction and maintenance operations.

§ 50.05 FAILURE TO PAY DEGRADATION FEE.

Failure to comply with the right-of-way cuts and degradation fees, as laid out in the Town's fee schedule, prior to construction will result in a \$500 penalty in addition to the associated degradation fee.

ARTICLE II. PUBLIC STREET AND SIDEWALK USE AND CLOSURES

Statutory reference:

Authority to town to close any street permanently or temporarily, see G.S. § 160A-296(a)(4).

Authority to town to regulate use of public streets, sidewalks and bridges, see G.S. § 160A-296(a)(5).

Cross reference:

Parades, assemblies and picketing, see Ch. 91.

§ 50.10 STREET AND SIDEWALK CLOSURE.

It shall be unlawful to close or block any public street or sidewalk without the permission of the Director of Engineering and Public Works. The Town is the sole entity which has the authority to close a public street or sidewalk as needed.

Penalty, see § 50.99

§ 50.11 USE OF PUBLIC STREETS AND SIDEWALKS.

No person shall use the Town's streets and sidewalks for purposes other than vehicular or pedestrian travel except where otherwise permitted by Town Ordinances. A permit must be

submitted and approved by the Chief of Police for parade, assembly and picketing uses. See Parades, Assemblies and Picketing, § 91.03.

Penalty, see § 50.99

ARTICLE III. DRIVEWAY CONNECTIONS

Statutory reference:

Authority to town to regulate curb cuts, see G.S. § 160A-307.

§ 50.20 COMPLIANCE WITH CONSTRUCTION REQUIREMENTS.

Except where otherwise governed and specified by the North Carolina Department of Transportation driveway entrance regulations, it shall be unlawful to construct, maintain, or use a driveway connecting to a public street except in accordance with the Town's driveway connection requirements and the terms and conditions of a valid and unrevoked driveway connection permit.

§ 50.21 PERMIT EXPIRATION AND REVOCATION.

- (A) Construction of a driveway connection must be completed within six months after the issuance of a driveway connection permit. Failure to construct the driveway within the given time frame will result in the expiration of the permit and reapplication will be required.
- (B) Construction of a driveway connection under an expired driveway permit will result in a civil penalty of \$50 and require reapplication for a valid driveway permit. If a driveway permit is not granted after reapplication, the Town may require the permittee or property owner to deconstruct and restore the driveway, including replacing or repairing the sidewalk, both to its original condition. If the permittee or property owner does not deconstruct the driveway and replace or repair the sidewalk within a reasonable period of time, the Town may do so and charge the expense to the permittee or property owner.
- (C) A driveway permit may be revoked for failure to comply with the Town's driveway connection rules and regulations or the terms and conditions of a driveway connection permit. If a driveway permit is revoked, the Town may require the permittee or property owner to deconstruct and restore the driveway, including replacing or repairing the sidewalk. If the permittee or property owner does not deconstruct and restore the driveway and replace or repair the sidewalk within a reasonable period of time, the Town may do so and charge the expense to the permittee or property owner.

§ 50.22 DRIVEWAY CONNECTION FEE.

Each application for a driveway permit shall be accompanied by the required permit fee as set forth in the Town's fee schedule.

§ 50.23 FAILURE TO OBTAIN DRIVEWAY PERMIT.

If the Town discovers that a non-residential driveway has been constructed without a driveway permit, the Town may issue a civil penalty to the responsible party in the amount of \$250 for failing to comply with the proper processes for non-residential driveway construction and the necessary fee for a driveway permit. The Town will still inspect the constructed driveway and may require the permittee or property owner to fix or deconstruct and restore the driveway, including replacing or repairing the sidewalk, both to its original condition. If the permittee or property owner does not deconstruct and restore the driveway and replace or repair the sidewalk within a reasonable period of time, the Town may do so and charge the expense to the permittee or property owner.

§ 50.24 BOND.

The Town may, in its sole discretion, authorize the issuance of a certificate of occupancy or authorize the use of a driveway connection prior to completion of all work required in a driveway permit by requiring the permittee to post a bond to ensure the completion of required work.

ARTICLE IV. OBSTRUCTIONS

Statutory reference:

Authority to town to keep public streets free from unnecessary obstructions, see G.S. § 160A-296(a)(2).

Cross reference:

Parades, assemblies and picketing, see Ch. 91; Nuisances, see Ch. 93.

§ 50.30 OBSTRUCTION OF STORM WATER CONVEYANCE.

(A) It shall be unlawful to obstruct or in any way interfere with any gutter, ditch, or other manmade or natural water drains located in the right-of-way or recorded storm

drainage easement. The Town may require the person who has placed or who maintains an obstruction in violation of this section to remove the obstruction and repair or restore the drain within a reasonable period of time, which shall be set in consideration of the harm or risk created by the obstruction and the effort and expense of removal. The Town may, at its option, remove an obstruction and charge the expense of the removal, restoration, and repair to the person who placed or maintained the obstruction.

- (B) It shall be unlawful to construct buildings, fences or any other structures which impede stormwater flow or system maintenance within a storm drainage easement. The Town may require the person who has placed or who maintains an obstruction in violation of this section to remove the obstruction within a reasonable period of time, which shall be set in consideration of the harm or risk created by the obstruction and the effort and expense of removal. The Town may, at its option, remove an obstruction and charge the expense of the removal, restoration, and repair to the person who placed or maintained the obstruction.

Penalty, see § 50.99

§ 50.31 OBSTRUCTION OF STREETS AND SIDEWALKS.

- (A) It shall be unlawful for any person to obstruct or impede travel in the streets or sidewalks of the Town or to place or allow to exist any natural or artificial object in a Town right-of-way that could create an unsafe condition for pedestrians or motorists, as determined in the sole discretion of the Director of Engineering and Public Works, or his designee.
- (B) It shall be unlawful for any person to place or maintain any wood, coal, brick, stone, boxes, barrels, rubbish, leaves, trash, snow or other obstruction on any of the sidewalks or streets, or public right-of-ways of the Town; provided, this section shall not apply when the proper permit has been obtained for same, in which case such owner or building, contractor or permittee shall keep displayed and maintained proper and sufficient notice or warning, including barricades and lights, on such obstruction to warn the traveling public of the existence and danger of such obstructions.

Penalty, see § 50.99

§ 50.32 OBSTRUCTIONS BY FOLIAGE.

- (A) It shall be unlawful for any person to allow or tolerate the limbs of trees, vines, bushes, shrubbery, flowers or other growth to project into or overhang a public

sidewalk or other public way at a distance closer than seven feet above the surface of such sidewalk or other public way or in any manner so as to interfere with the free and safe passage of the public way or sidewalk by pedestrians or vehicular traffic.

(B) The Director of Engineering and Public Works, or his designee, shall notify all persons having:

- (1) Trees in front of lots to have them properly trimmed when deemed necessary.
- (2) Dead or dying trees or parts thereon on any lot or land adjacent to any public street or public place which may fall onto the public street, right-of way or place; or may pose a threat to the safety of the public to have them removed.

Penalty, see § 50.99

§ 50.33 DEPOSIT OF TRASH, DIRT, DEBRIS OR LIQUIDS ON STREETS AND SIDEWALKS; DUTIES OF OWNERS.

- (A) It shall be unlawful for the owner or occupant of any lot or building to discharge or cause to be discharged water or liquid of any kind upon streets, sidewalks or alleys, sufficient to cause these public rights-of-way to become hazardous.
- (B) It shall be unlawful for any person to sweep or throw trash, dirt or debris upon any public right-of-way.
- (C) All owners of property abutting sidewalks or streets shall be required, where necessary, to construct a barricade to prevent dirt, debris or other material from washing up on the public access.
- (D) This does not include yard debris placed curbside per the Town's yard waste collection policy.

Penalty, see § 50.99

§ 50.34 REMOVAL OF DIRT AND DEBRIS ON STREETS AND SIDEWALKS AS A RESULT OF CONSTRUCTION

- (A) In the event that dirt, mud, construction materials or other debris shall be deposited upon any street or sidewalk as a result of a construction project in progress, the contractor in charge of the project shall be required to remove the debris.
- (B) The failure of the contractor to remove debris set forth in division (A) of this section, on a daily basis, constitutes a violation subject to the penalty set forth in § 50.99, and each day which said debris is not removed shall constitute a separate and additional violation.

Penalty, see § 50.99

§ 50.35 PERMANENT OBSTRUCTIONS.

No person shall permanently leave or install any of the following obstructions within the public right-of-way without first obtaining an encroachment permit from the Director of Engineering and Public Works:

- (1) Basketball goal(s);
- (2) Soccer or hockey goal(s);
- (3) Driveway ramp(s), in any form, which is meant to provide an inclined transition from the street to the driveway;
- (4) Dumpster(s);
- (5) Trailer(s), in any form;
- (6) Signs;
- (7) Fencing.
- (8) Any object deemed as an obstruction by the Director of Engineering and Public Works.

Penalty, see § 50.99

ARTICLE V. SIGHT VISIBILITY

Cross reference:

Town of Huntersville Subdivision Ordinance, Section 8.9.

§ 50.40 DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in the Town's adopted Subdivision Ordinance, except where the context clearly indicates a different meaning:

COLLECTOR.

LOCAL STREET.

THOROUGHFARE.

§ 50.41 SIGHT TRIANGLE.

- (A) It shall be unlawful for a person owning and/or having the legal control of any land within the corporate limits to maintain or permit upon any such land any fence, sign, billboard, shrubbery, bush, tree, mailbox or other object, or any combination thereof, which obstructs the view of motorists using any street or the approach to any street intersection so as to constitute a traffic hazard or a condition dangerous to the public safety.
- (B) The restrictions set forth in this section shall apply to each of the following triangles of land:
 - (1) For intersections with collectors or thoroughfares, that triangle bounded by the right-of-way lines measured thirty-five feet from the point of their intersection in each direction and the diagonal line connecting the further ends of such thirty-five-foot lengths.
 - (2) For intersection with a local street, that triangle bounded by the right-of-way lines measured fifteen feet from the point of their intersection in each direction and the diagonal line connecting the further ends of such fifteen-foot lengths.
 - (3) For any intersection in question, that triangle represented on the recorded plat.
- (C) Within such triangles, it shall be unlawful to install, set out or maintain, or allow the installation, setting out, or maintenance of, any sign, hedge, shrubbery, tree, natural growth, earthen berm, or other object of any kind which obstructs cross visibility at a level between 30 inches and 72 inches above the level of the center of the adjacent intersection.

Penalty, see § 50.99

§ 50.99 PENALTY.

- (A) Any person who violates any of the provisions of this Chapter shall be guilty of a Class 3 Misdemeanor as provided in G.S. §14-4 and, upon conviction, shall be subject to a maximum fine of \$50 or imprisonment, not to exceed 20 days, or both.
- (B) A violation of this Chapter shall subject the violator to issuance of a citation for a civil penalty in the amount of \$50 for each such violation, unless otherwise provided herein. A citation remaining unpaid to the Town of Huntersville after 15 days from

the date of issuance shall subject the violator to a civil penalty, which may be recovered by the Town in a civil action. A violation, which is a continuing violation, shall subject the violator to separate citation for each day that the violation continues.

Section 2. Be it ordained that Ordinance Chapter 90, Streets and Sidewalks is now removed, renumbered and recodified as Ordinance Chapter 50, Article IV, Section 50.33 and 50.34.

Section 3. That this Ordinance shall become effective upon adoption this ____ day of _____, 2016.

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney



FEE SCHEDULE

(Amended through April 2, 2012)

PERMITS

Building Permit (Excluding Demolition Permits) and Up-Fit Permit.....	\$ 25
Home Occupation.....	\$ 25
Temporary Permit.....	\$ 25
Sign Permit.....	\$ 25
Pier Permit.....	\$ 25
Zoning Verification, Zoning Use Permit	\$ 25
Code Enforcement Administrative Fee (Nuisance).....	\$150
Driveway Permit (excluding single-family dwellings)	
➤ Town connection	\$200
➤ NCDOT connection	\$200
Encroachment	
➤ Encroachment Permit	No fee
➤ Pavement Degradation Fee (10'x10' minimum patch area)	\$5/SF

SUBDIVISIONS, SITE PLANS AND TEXT CHANGES

Major Subdivision Sketch Plan	\$450 + \$5.00 lot/unit
Preliminary Plan (with new streets). Each Phase	\$450 + \$5.00 lot/unit
Farmhouse Cluster.....	\$450
Administrative Revision for Sketch and Preliminary Plan	\$200 + \$2.50 lot/unit
Preliminary Plan (no new streets). Fee covers all phases.....	\$300
Final Plat Initial Submission (& minor subdivisions).....	\$100
Final Plat Revisions	\$ 75
Subdivision Variance (waiver)	\$150
Exempt Plat	No fee
Commercial Site Plans < 2,000 sf.....	\$200
Commercial Site Plans 2,001 – 5,000 sf.....	\$400
Commercial Site Plans 5,001 – 25,000 sf.....	\$600
Commercial Site Plans 25,000 – 50,000 sf	\$800
Commercial Site Plans > 50,000 + sf.....	\$1000
Commercial Site Plan Revisions.....	\$200
Text Change to Zoning/Subdivision Ordinance.....	\$400
Master Signage Program	\$200
Master Signage Program – Revision	\$50

REZONING PETITIONS

Existing	General	Conditional
Rezoning to a Residential District (R, TR, GR, NR, MH-O).....	\$520	\$705
Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI)		
➤ 2 acres or less.....	\$400	\$550
➤ More than 2 acres – Less than 10 acres.....	\$700	\$850
➤ 10 acres or greater.....	\$1,270.....	\$1,700
Rezoning to a Commercial District (HC, CB, SP, VS)		
➤ 2 acres or less.....	\$350	\$550
➤ More than 2 acres – Less than 10 acres.....	\$500	\$800
➤ 10 acres or greater.....	\$1,270	\$1,700
Administrative Amendments		\$200

SPECIAL USE PERMITS

In a Residential District (R, TR).....	\$200
In a Mixed-Use District (NC, TC, TND-O).....	\$400

In a Commercial District (HC, CB, SP).....	\$600
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VARIANCES, APPEALS AND DENSITY AVERAGING CERTIFICATES

Residential	\$150
Commercial.....	\$300

COPIES

Zoning/Subdivision Ordinance.....	\$30
Maps (black and white).....	\$5
Maps (color), small (24" x 30").....	\$15
Maps (color), large (36" x 40").....	\$20
Plan copies	Actual
Pages (per page).....	\$0.10

STREET NAME CHANGES

Application Fee.....	\$150
Double-Blade Sign.....	\$100

Make checks payable to "Town of Huntersville"

For Mecklenburg County's Fee Schedule, please visit the following link or contact Gigi Mullis at (704) 432-2520.
<http://charmeck.org/mecklenburg/county/LUESA/WaterandLandResources/LandDevelopment/Pages/Fees.aspx>

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman/Greg Ferguson/Max Buchanan
Subject: Capital Project Ordinance-Gilead Road culvert design

This item will fund design of culvert improvements on Gilead Road between McCoy Road and Wynfield Creek Parkway with the intent to pursue CRTPO STP-DA funding for the construction project. These design improvements will be funded with 2016 bond proceeds. Originally, these bond proceeds were expected to be used for the Gilead Road - US 21 Project, but savings on that project will now allow the Town to fund culvert design improvements.

ACTION RECOMMENDED:

Adopt Capital Project Ordinance

FINANCIAL IMPLICATIONS:

See Capital Project Ordinance

ATTACHMENTS:

Description	Type
□ Gilead Road Design Capital Project Ordinance	Cover Memo

**TOWN OF HUNTERSVILLE
GILEAD ROAD CULVERT DESIGN
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, 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 to begin the engineering firm selection process for planning and design services related to major improvements to a portion of Gilead Road between McCoy Road and Wynfield Creek Parkway in preparation of submitting an application package for the next Charlotte Regional Transportation Planning Organization (CRTPO) call for Surface Transportation Projects-Direct Attributable (STP-DA) projects.

SECTION 2. The officers of the unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

SECTION 3. The following amounts are appropriated for the project:

Engineering, Design, Planning and Testing	<u>\$300,000</u>
TOTAL PROJECT COSTS	<u>\$ 300,000</u>

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

Bond Proceeds:	
2016 Bonds	<u>\$300,000</u>
TOTAL PROJECT REVENUE	<u>\$300,000</u>

SECTION 5. The Finance Director is authorized from time to time to transfer as a loan from the General Fund in an amount necessary to meet obligations until such time as funding is received. When funds are received, repayments to the General Fund will be made.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Janet Pierson, Town Clerk
Subject: Approval of Minutes

Consider approving the minutes of the September 6, 2016 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

Description	Type
□ Draft Minutes	Backup Material

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**September 6, 2016
6:30 p.m. – Huntersville Town Hall**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 6:30 p.m. on September 6, 2016.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Mark Gibbons, Charles Guignard, Rob Kidwell and Danny Phillips.

Mayor Aneralla called the meeting to order.

Mayor Aneralla announced that Scott Treon who served as the Town's Assistant Parks & Recreation Director, passed away. Mayor Aneralla called for a moment of silence and asked everyone to keep Scott's family in their thoughts.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Aneralla

- Was not able to attend the Metropolitan Transit Commission meeting last week.
- The Town Manager has report from the Commerce Station Management Team. Greg Ferguson, Town Manager, announced that the Management Team is moving forward with the southern road project and a contract will be brought to the Board in the near future.
- Apologized to Commissioner Bales for being a little overzealous in the interpretation of the rules at the last meeting and incorrectly cutting her off when she tried to make substitute motion.

Commissioner Bales

- Expressed appreciation to the Mayor for his apology.
- School is back in session, so watch out for additional traffic and students.
- The Lake Norman Education Collaborative is continuing the tennis ball drive.
- Congratulated PowerPlay, Inc. of Huntersville who just purchased PlayWorld.
- The EDC has 14 active projects going on right now. Nine of those projects are new businesses and the other five are businesses currently in Huntersville that are expanding.

Commissioner Boone

- In the past six months the Land Development Ordinances Advisory Board has covered home occupation, SWIM buffers, Adequate Public Facilities Ordinance, protest petitions, water quality in downtown, breweries and distilleries, parking lot landscaping and amusement park lighting. The next meeting is October 6.
- The North Mecklenburg Rescue Squad total calls for service through August 31 is 1,865. That is an increase of 19 percent over the previous year. A Huntersville Volunteer Firefighter responded to a call for medical assistance on Sunday and delivered his first healthy baby girl.

The Huntersville motorcycle police officer that was involved in an accident a few weeks ago was treated and released and has returned to duty.

- The next Child Safety Seat Installation Check is September 13 at Huntersville Fire Station No. 1.
- Captain Kevin Johnston completed the Senior Management Institution for Police.
- Met with District Attorney Andrew Murray on how our town and his office could reduce the number of car break-ins in our area.
- As the anniversary of 9-11 is coming up, asked everyone to take a moment and say thank you to a first responder.

Commissioner Gibbons

- The Mecklenburg Veterans Council met today. They are still looking to get a Veterans Service Officer an office somewhere between Mooresville and Charlotte. The Concerned Veterans for America will have a dinner on September 10.

Commissioner Guignard

- The next Planning Coordinating Meeting is at the end of this month.

Commissioner Kidwell – No Report

Commissioner Phillips

- The application deadline for Leadership Lake Norman is this Friday. Announced upcoming Lake Norman Chamber of Commerce events.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Shannon Stein, 12119 Canal Drive, Superintendent of Lake Norman Charter School, said I'm just here to say thank you first and foremost to the Huntersville Police Department. I think sometimes in a board position or even in my position as a superintendent I don't always know all the things that happen in an organization and I'm always pleased and happy when I hear about some of those things, so I think for the Board to understand how much HPD has done to serve not only Lake Norman Charter well, but all the public schools in this area. They do an exceptional job of servicing us through DARE, they've come and done drug awareness presentations for our students and our parents, they've come and talked about cyberbullying, and have just been very responsive anytime we wanted to ask them questions, even about our traffic, which I think we are moving in the right direction there. I'm very grateful for that partnership and for having an organization that is so responsive. As the commissioners are aware, we have the opportunity moving forward to possibly get a School Resource Officer. A portion of a reoccurring grant through the state has come available. That was a grant that was put out three years ago and we did not get the grant originally, we didn't actually apply at that point, but realized that we would like to pursue one because as we grow larger and as we have students from all demographics and backgrounds, having a resource officer to be there to meet with our students, to get to know them and to offer those services without tapping into the normal day-to-day operations of the busy police force, it seems like a good opportunity, especially in light of every high school and every middle school currently in the Huntersville area has an SRO, so that's something that we do not have. Plus it would give us a dedicated traffic officer who would understand the unique flow that is at Lake Norman Charter. The school would put in a portion but we recognize that also means that the Town is continuing to partner with us. I know that's a difficult decision. In the wake of Columbine, New Town and Sandy Hook, it is something that we take very seriously the safety and I know you do as well and appreciate you even giving some consideration to that position. But first and foremost just a thank you for all they have done.

BeeJay Caldwell, 14521 New Haven Drive, said I'm a neighbor of the landfill. I'm addressing the Board as governing body with power, I implore you to require more than the owner's word that 40 years more will not result in harm to those living near the landfill. Negative environmental issues affect every person, animal, community on the planet. At a C&D landfill there are natural occurring iron and arsenic from the native soil and right now it can seep into the water. The water may not be the source of the arsenic but the geochemical conditions created by the discharge from the waste to the environment is a result. Everyday new tests are standard and they are found that you have to have a higher passing grade in order to keep yourself in existence. Therefore I urge this body to have an outside entity brought in and do an inspection and to verify the findings of the landfill's owner. This data would be beneficial to us in 2016 and definitely in 40 years from now and using a method that the U.S. government instituted we do know that limestone can be removed from the iron ore but not the arsenic.

AGENDA CHANGES

Commissioner Gibbons made a motion to add Item D to Other Business – Consider authorizing the Police Chief to increase the department's authorized strength by one additional sworn police officer to be used to fill a school resource officer position at Lake Norman Charter School.

Commissioner Phillips seconded motion.

Motion carried unanimously.

Commissioner Guignard made a motion to adopt the agenda, as amended.

Commissioner Phillips seconded motion.

Motion carried unanimously.

PUBLIC HEARINGS

Mayor Aneralla recognized Planning Board members present: Hal Bankirer, Stephen Swanick, Catherine Graffy and Joanne Miller.

Petition #R16-05. Mayor Aneralla called to order public hearing on Petition #R16-05, a request by Crescent Communities to rezone approximately 224 acres located northeast of Ervin Cook Road and Gilead Road from Transitional Residential to Neighborhood Residential – Conditional District.

David Peete, Principal Planner, reviewed the Staff Report. *Staff Report and PowerPoint presentation attached hereto as Exhibit No. 1.*

Commissioner Guignard said looking at the map that you've got there now and then you drew the red circles around a little bit earlier, along their property line there on the east they are dedicating property down through there for the greenway. Their property line backs up to I'm going to assume that's a buffer between them and Wynfield's homes there on the western part. That would not be a part of the greenway what's behind the Wynfield homes, it would only be what's a part of the property that they are purchasing.

Mr. Peete said they're only going to look to dedicate what they would own and control. How the county has worked with Wynfield to perhaps acquire what they are working with now for the greenway, I can't answer that definitively.

Commissioner Guignard said so that's not impossible that gets incorporated, back up at the homes at the back of Wynfield.

Mr. Peete said I would have to say I don't know how to answer that but I guess if the county were to take all of that area behind Wynfield then maybe. And I can try to find that answer if you would like.

Commissioner Phillips said the way that the line breaks as far as the marking of our density levels and that, they actually could ask for a lot more density than what they are doing.

Mr. Peete said they could ask for any level of density. To be consistent with what's in the area, they are not pushing the outer boundaries of that if that is your question.

Commissioner Phillips said on the greenway they're just basically giving us the property, they are not building the trail itself.

Mr. Peete said they are not proposing to build any of that to my knowledge, but they would look to dedicate the land and they would look to do private connections to the greenway.

Commissioner Phillips said on the APFO, the gym and park acreage deficiency, how are they planning on meeting that or how much are we deficient.

Mr. Peete said as you know any given moment we take a snapshot of how the town is doing based on developments that are coming in or not coming in and most of the time as you know we are in a good place. At the moment that they walked in the door we were deficient. However, there have been other projects that are coming online. For instance, the gym facility on Verhoeff, other greenway facilities that other neighborhoods are offering to build which are in different levels of approvals right now. There might be some deficiency where APF or the park issue has dropped a little bit by maybe the closure of something. It's not a static number that we have to deal with, so we need to make sure that we understand accurately where things are based on these new developments and then we need to talk to the applicants about how they want to work through phasing or adjusting what they want to do. I can't give you a specific number at this moment, but it is something that we are working through literally as of today and continuing on.

Commissioner Boone said once the dam is broken or drain that lake what's going to happen to that piece of the property.

Mr. Peete said they are proposing for it to be basically a park. They can get into the details, but the pond was kind of never substantiated or inspected when it was begun and so therefore it has to be removed. I think the applicants would agree that they would prefer not to have to get rid of it to make it an asset, but I don't think they have a choice.

Stephen Trott, Town Transportation Engineer, reviewed findings from the Traffic Impact Analysis. They have submitted a traffic study for the proposed development. It has been reviewed and comments have been returned. A revised TIA has not been resubmitted to the Town for review. I don't have a timeline

from the applicant on when that would be resubmitted. In the TIA as far as the scoping 10 off-site intersections were identified as what would need to be studied under the Town's ordinance.

Based on the results of the draft TIA that was submitted, several of those intersections would need improvements. These don't include intersections that the site would have to Ervin Cook Road. These are what I would consider off-site intersections that would warrant improvements based on the ordinance. Since there were significant comments in the TIA, I can't speak specifically as to what improvements would be required as there were some deficiencies in the TIA as submitted. Out of the site into Gilead Road is one intersection that would need improvements. As you go east from the site, that next intersection is Bradford Hill. The next intersection to the east is Wynfield Creek Parkway, the next one to the east of that is Ranson Road and then the next traffic signal to the east of that is McCoy Road. The current TIA was presented in three separate phases, basically a third of the development at a time.

Commissioner Phillips said have we done this before where we let them phase them in because as I understand it this development won't be built all at one time.

Mr. Trott said that is something that's been done in the past. One that I can remember recently is the Walden subdivision where multiple phases were completed for the TIA and so certain improvements were required at first phase, second phase, third phase in that development.

Commissioner Phillips said can we mitigate like where some of these improvements are called for. We know like at Ranson Road and Wynfield Creek Parkway there's really not much benefit for the monies that we spend or is there a better solution for the traffic along Gilead Road that we may be able to mitigate and partner to help out in that general area.

Mr. Trott said at the intersections of Wynfield Creek Parkway and also at Ranson Road there's turn lanes already at those intersections. Really the only improvement that could be done to make the intersection better is add a through lane in either direction. The draft TIA proposed short added through lanes maybe in one direction. Ultimately Gilead Road in this area will be a four lane divided facility so as far as what improvements will be used to meet that ultimate condition, it would depend on how the developer configured those improvements.

Commissioner Kidwell said it says required to study 13 intersections and it named 13 intersections. On your slide earlier you mentioned 10.

Mr. Trott said these are the intersections that were required to be studied for the TIA. Some additional intersections were evaluated as part of the scoping process to see if they needed to be studied or not and so they may have looked at several other ones but they didn't fall in the criteria the ordinance calls for to be studied.

Commissioner Kidwell said the intersections all seem to fall going east, nothing going west.

Commissioner Gibbons said the intersection coming onto Gilead Road from the development, that will be the only place the development feeds out to Gilead Road. They can't really go anywhere else to the north.

Mr. Trott said as it is currently Ervin Cook Road as far as that public road stops just to the north either past the site or very close to it. Until Ervin Cook Road extends to go somewhere and/or the Hugh

Torance Parkway is completed between Wynfield and Gilead Ridge to the south on Ervin Cook Road will be that only point that anybody can get to this neighborhood.

Commissioner Gibbons said what discussion has that prompted. That looks like 382 times 2 cars a day are going to go in and out of there, probably more than that.

Mr. Trott said as far as making a Hugh Torance Parkway to Ervin Cook connection, I've heard of that as a topic being thrown out there, some specific discussion about what that would look like or what would need to happen to make that happen has not been discussed. That would provide a second connection or a way in and out of the neighborhood so people could use that to get to here but I would also expect that other people that don't live here would use that to go to and from places as well, so it wouldn't just be a neighborhood connection.

James Martin, Crescent Communities, distributed a hard copy of a PowerPoint presentation to the Board. *PowerPoint Presentation attached hereto as Exhibit No. 2.* To save time I'm not going to go through each page of that. If you would go to Page 9. David had put this slide up earlier and I think it's very important that this show that our density that we are asking for while it's an increase over what the by-right density would allow, it's in line with the surrounding areas. And I say on the lower end of what's the surrounding areas. We think the density is consistent.

If you could turn to Page 10, this shows you a site plan and how it relates to the site and how if you see the tree flaring that's already existing in the farmland there, that's where we propose the development to be, so that's a good process we feel of working with the land.

On Page 12, on the greenway easement, originally the greenway was proposed to be on the east side of McDowell Creek. Mecklenburg County approached us and the property owners and us donating that land for that greenway allows the greenway to be built sooner and at a much greater cost savings to go from Torrence Creek Greenway all the way to the northern end of our site at a savings for that run of over \$1 million.

And then on Page 13, we feel strongly about placing in some voluntary architectural restrictions and commitments to the site. Some things I'll point out about having raised foundations at least 16" off of grade, 12" overhangs, roof overhangs, 30 year architectural shingles, no vinyl siding, soffit or fascia material on any of the homes and we also want to make sure that we have minimum landscape requirements as well. All that is an effort to have a much better look in the community than what may or may not be required.

Jason Gorrie, WSP Parsons Brinckerhoff, said I'm here to speak to the traffic analysis that was conducted for the site. At the beginning we started with the scoping process and we worked with the town to develop the criteria and how we would develop the study. We initially examined 13 intersections. I'd like to point out in all the years that I've been doing traffic studies, this is the largest study area that I've ever looked at for a development this size. Going back to the scoping process, in developing how we would study these intersections, we were asked to look at eight adjacent approved developments. So those are eight other developments that are either approved, being constructed or already in the ground that are not captured in the traffic counts that we collect. To speak to that, I would like to point out that the combined traffic from those off-site developments, when you combine them, is almost double of the amount of traffic that goes onto Gilead Road and those developments proposed no mitigation along Gilead. So that means that this development is now burdened with having to address all of the capacity issues from those eight approved developments. Now it's not to say that each one of

those were required to do that, they may have been small enough to where the mitigation wasn't required individually but when you combine them they're almost double the amount of traffic that our proposed development is going to put on Gilead Road.

We initially examined 13 intersections. We completed the traffic study and submitted it to the Town and NCDOT. We received comments from both. Now the Town staff is indicating that we are not proposing sufficient mitigation to address the capacity issues along Gilead. I would like to point out that we did receive comments from the state and they are in essence agreeing with the level that we propose, meaning that they feel that the level of mitigation that we did propose is sufficient for the size of the development.

The improvements that you see now all address the comments that we did receive from NCDOT. The comments received from the Town, we have addressed those to the point where we feel appropriate given the size of the development, with the exception of the four intersections that Stephen mentioned before – basically Bradford, Wynfield, Ranson and McCoy, so as I said the improvements that you see before you now and the ones that I will speak to have all taken into account and have addressed comments from NCDOT.

At McCoy we proposed an additional through lane that would develop just east of the intersection and an additional westbound through lane that would continue through the intersection and then drop as a right-turn lane at Binnaway Drive. In the AM is where we ran into some trouble. The ordinance currently requires providing mitigation whenever you go above the 3 percent threshold. In this instance, we are 0.6 above that threshold, so as Stephen mentioned really the only thing we can do is add another through lane. Because of being 0.6 above the threshold, we did not feel it was appropriate for the developer to be burdened with having to include an additional through lane for being so close to that threshold. The state was in agreement and they did not require any additional mitigation at that point. The one thing they did say was that they would look to see if an opportunity existed to extend that through lane up to Ranson if three lanes could be installed over the greenway bridge. We investigated and found that three lanes could not fit over the existing bridge and we felt that the intent of the state in that regard was that if you can't make it fit then we are not going to force the issue, but if you could we would want you to investigate that.

At Ranson and Gilead there is a choke point meaning that you can only fit two lanes and so in this instance we proposed an additional westbound through lane that would open up as soon as you cross the culvert, extend through Ranson, and continue as a through lane and drop at Wynfield Creek Parkway. In the eastbound direction, we propose an additional through lane that would develop just east of Wynfield Creek Parkway, carry through the Wynfield intersection and then drop as a left-turn at Ranson. The intersection at Ranson is improved in the PM and in the AM we had some difficulty in providing mitigation that met that threshold. In this instance we were 3.6 percent above that threshold and the reason we did not propose mitigation was because the only thing that would bring you within that ordinance boundary would be an additional through lane in the eastbound direction, which cannot be accomplished because of the culvert.

At Wynfield Creek Parkway we proposed adding an additional lane in the eastbound direction that improved the AM scenario, but because we are not proposing an additional lane in the westbound direction we did not reach the threshold requirement for the PM, so we were 5.7 percent. We weren't trying to just get out of doing nothing. We were looking for things that were financially feasible for the project.

At Bradford Hill and Gilead, we proposed an eastbound right-turn lane at Bradford Hill. We were not able to meet the threshold requirements, we were a little bit over. I would like to point out that this is an unsignalized intersection. It's not uncommon for vehicles to have longer delay times to the Bradford Hill approach which is unsignalized because there's so much volume on the Gilead Road approach.

At the Ervin Cook Road intersection we proposed left and right turn lanes into the site and then on the Ervin Cook approaching intersections we provided a left and a right turn lane on Ervin Cook coming out of the site. In this instance we were under threshold. We were meeting requirements in the PM direction and the AM direction we were not. In this instance and also at Bradford Hill there was an issue with a bridge over McDowell Creek. In that instance if we were to provide the mitigation that met the ordinance, we would be looking at having to widen that bridge and again this was an instance where we did not feel that level of mitigation was conducive to a development of this size, so we did not propose that.

I think the big take away is yes, we do not meet the letter of the law in every instance, however given the size of the development and the tax base that this development would generate, we feel that the mitigation proposed is adequate for a development of this size and to further that point, the state does agree with those recommendations.

Commissioner Kidwell said you mentioned the state several times. Gilead Road is a state road. Did they mention anytime that they plan on widening that road?

Mr. Gorrie said no, sir.

Commissioner Kidwell said the state does that – okays things without really digging into it and knowing how it's going to affect the area. While 384 homes would be a great tax incentive, that's 700 people that are going to be asking us why we didn't do anything about the roads if we don't do anything with the TIA, just as a point of reference.

Mayor Aneralla said can you give me an estimate of the dollar amounts we are talking about in terms of mitigation.

Mr. Gorrie said as a rough order of magnitude including the improvements along Ervin Cook, we are looking at about \$1.5 million of improvements. One of the opportunities that we would like to at least have a dialogue with staff about is rather than coming out here and constructing improvements that provide inadequate capacity, take the money that is representative of what would be required for a development of this size and apply those funds to an improvement that you feel is appropriate for the town. So rather than us constructing all of the improvements, take the estimate that would be required and take those funds and apply those at your will.

Commissioner Guignard said I know you don't like history at this dais, but I have to say this. I remember sitting here about the time this building opened and asking more than once is the culvert over the greenway wide enough. It's not even wide enough for 20 years. I personally don't know how to deal with this except to say I would rather have two or three of these intersections done extraordinarily right than band-aids.

E. H. Cook, 15032 Ervin Cook Road, said I live at the end of Ervin Cook Road. My family has been there since 1949 and farmed the land. I have no objections to my neighbors selling their property. I would just ask the Board to be very considerate. It's been spoken the band-aids we are putting on some of the

roads and stuff and James one of my neighbors that had to leave that spoke out of turn, his concern was the amount of traffic going onto Ervin Cook Road with no stoplights or nothing. I still farm. You had a meeting the other night on proposal to widen 77 and 21, which is going to throw a tremendous burden for traffic getting out and it has to be done, I understand that, so I just ask you all's wisdom to make the best decision that you can and if you can go ahead and partner if they do do this and make some improvements right and do what you can but it's going to be a challenge any way you do it for the traffic coming out from there because now traffic already backs up from Wynfield back to almost to McDowell Creek in the mornings and that's without anything coming on. You all have a job before you. You have my sympathy and best wishes.

Mark Swanik, 14701 Stonegreen Lane, said I've had the privilege for the last 12 years to live in Huntersville and in the Wynfield subdivision. The previous planning committee worked so diligently 10 to 15 years ago that gave the long and detailed thought to the town's master plan. It was analyzed, it was discussed and after months and months of thoughtful consideration was put together. I stood before you roughly four years ago on a similar request from MI Homes. The same reasons apply today as did four years ago, that the town had to continue its thoughtful decisions on how to expand the town. The problem that we have here on this property just as we did with MI Homes is that we don't have the infrastructure on Gilead Road from Ranson Road west for more homes. That not only includes roads, but it also includes schools, police needs and fire needs. Therefore I ask this Board and the Planning Board to please reevaluate this and to change the density so those infrastructures are thoughtfully considered.

Commissioner Guignard said this is the same thing we did 20 years ago at Wynfield. We put 950 homes and this is only 380, to the one connection and we waited decades for them to have their out around the roundabout. My brain says are we better off to put all the funds getting a second connection.

Commissioner Bales said regarding the TIA it was brought up that the other developments around were not required to do TIA's. Is there a reason for that.

Mr. Trott said other developments around there were required to do TIA's. They didn't have to do mitigation at these intersections. A recent TIA out here was the Barnette tract. Their TIA had improvements at their entrances but also had an improvement at this intersection. For that development since the Vance Road Extension was a Town identified CIP project upcoming at that intersection either next year or maybe the year after, the Town worked with the developer to escrow funds for that right-turn lane to be placed at Vance Road rather than have them put that in the Gilead/Bud Henderson intersection and then it not be used a short time after that.

Commissioner Bales said regarding the culvert. I believe there's the greenway culvert, then we have two smaller culverts as well as the bridge. Is that correct?

Mr. Trott said there's probably another culvert or two in there as well in this old section.

Commissioner Bales said what dollar estimate would you give to replace the greenway culvert as well as the bridge.

Max Buchanan, Public Works Director/Town Engineer, said I've been asked to do an estimate on that greenway culvert extension. You are probably talking about \$1 million.

Commissioner Bales said what about the bridge?

Mr. Buchanan said it would probably be about \$800,000 to \$1 million.

There being no further comments, Mayor Aneralla closed the public hearing.

Petition #TA16-04. Mayor Aneralla called to order public hearing on Petition #TA16-04, a request by Godley Group of Charlotte LLC (Frankie's Fun Park – Bryton) to amend Article 8.26 SITE LIGHTING as it related to "outdoor amusement facilities" in the Special Purpose Zoning District.

David Peete, Principal Planner, reviewed the Staff Report. *PowerPoint Presentation and Staff Report attached hereto as Exhibit No. 3.*

The applicants submitted an application to amend the different elements that they needed changed to allow what they wanted to do. After doing research, staff would suggest to not take the individual limits of the ordinance but basically provide an outlet option that if you are zoned Special Purpose and if you are an outdoor amusement facility then you would be eligible to pursue a special use permit. If necessary, you could add additional conditions to make it palatable to the context at hand. Staff's recommendation tonight during this hearing is that instead of the proposed language that the applicant would like to go with, we would suggest to scrap all that and just add the special use provision to the Special Purpose zone, outdoor amusement facilities only, and take them case by case. Staff has gone over the alternate track of this text amendment with the applicant's representative and he understands exactly what we are getting at and it does seem to achieve what they are looking for, so I think that they are comfortable with what this is proposing. The Land Development Ordinances Advisory Board reviewed the request and reviewed Staff's alternate proposal and recommended unanimous approval as Staff presented it.

Commissioner Guignard said is there going to be height limits to these things.

Mr. Peete said we would certainly have the overriding height limit restrictions in whatever zone they are located in and in this case it would only be in SP. The limit is currently 40'.

Commissioner Phillips said what other zones do we allow outdoor amusement. Why would we just limit it to a Special Purpose district.

Mr. Peete said getting to the second part of your question, the Special Purpose Zoning District is by name for those unique special things that you'd rather collect at certain places as opposed to having them spread out throughout town.

Jack Simoneau, Planning Director, said you asked about outdoor amusement being allowed in other zoning districts. Indoor amusement is permitted by right in Highway Commercial District. And then outdoor amusement facilities are only allowed for par 3 golf courses, driving range and archery range. So this type of activity where there's go-carts, amusement rides, putt-putt. The putt-putt probably would be okay but not the go-karts and so forth. To answer your question this type of amusement facility could only be in the Special Purpose zone.

Commissioner Gibbons said one of the things that I have looked at ever since they showed where the location was is it's behind Wal-Mart and it's kind of down in there and it's all treed area right now. It would probably be able to be viewed by the apartments and the condos off of Hambright Road at Bryton and then this is all treed in and so these folks over here would possibly see it if things were up

above a tree line, but if they're not then that would block a lot of it. That seemed to be the biggest concern and I don't know what other concerns the Planning Board will bring up. Some of those members have also been in on the discussions but I think as a board and as a staff I'd say if we are going to have problems with this I think we need to be upfront because the applicants want to bring an amusement park to Huntersville and to get people to come to an amusement park it's got to look and sound like an amusement park. If that's something we are worried about we need to probably voice that.

Mr. Peete said the point I would want you guys all to focus on through my presentation is exactly what Commissioner Gibbons was saying, is every project, every location, every piece of property is not the same. And so this one sits on a rail line with a Wal-Mart. The trees are deceiving because as development happens they will not be the same. But when you get over to Everett Keith Road you have residential and that's not a very far distance, but you still have an area that is designed for flex space, large multi-use buildings. You are going to have all kinds of commercial facilities, office facilities, but also north of Hambright, the LStar Development group is putting in a lot of all types of residential. And so rather than try to create a solution that fits every problem a special use permit will allow you to tailor it for the issue at hand.

Commissioner Bales said is this amusement park similar to what you might see at Concord Mills with NASCAR Speed Park.

Mr. Peete said if you are familiar with the NASCAR Speed Park at Concord Mills or Myrtle Beach, they are very kind of confined tracks that fall back on themselves. They have two to three to four different types of cars, road courses, slick tracks, little kids, so they've got a little zip on the engine and the squeal of the wheels, so when two or three tracks are running together, it can make some noise.

Commissioner Bales said my point being is there are apartments around that area in Concord Mills so it should give us a similar flavor for what might occur here.

Mr. Peete said I understand the concern that you may be heading towards but I just want to do remind that the use of the carts is by right.

Commissioner Bales said I have no concern.

Mr. Peete said the focus is on the lighting. Our noise ordinance is in play and has not been asked to be forgiven.

Commissioner Boone said could you speak to the two type of amusements – you have one outdoors and two indoors. And the hours of the indoor amusement start at what time and what time do they close. And does the outdoor amusement close at the same time.

Mr. Peete said my understanding is the whole facility runs from about 10 in the morning until midnight.

Commissioner Boone said and inside the indoor amusement would you say they have an adult beverage section.

Mr. Peete said I can't speak to that.

Austin Watt, Kimley Horn, I represent the applicant. To address your question, you can go to Frankie's website. He's got detailed photos of all his other attractions in other locations. He prides himself on being the high end version of kind of in line what was presented or mentioned at Concord. If you look at the rides, the attractions, the upkeep, it's very high end. When you look at this landscaping it's very Disneyesque. Inside the restaurant he's got a chef that actually prepares some of the meals and then I believe there are adult beverages that available for purchase depending on what part of the arcade building you're in.

Mayor Aneralla said this particular plan, is it a cookie cutter. If I go to anyone of these around will it be the same or is it going to be different.

Mr. Watt said they'll be similar. All of them are different based on the land he was able to purchase based on the topography and just based on the shape of the site. The rides are somewhat cookie cutter or I'm sorry the tracks themselves.....they'll look very similar between each of the parks.

Commissioner Boone said any amusement park from Frankie's ever closed.

Mr. Watt not to my knowledge.

Commissioner Guignard said the Police Chief has been very gracious and given us some updated information about police calls in town. I think we still see that the Wal-Mart gets the most calls. Can you find information for us as far as attention that police have to give to this type of facility. I don't want this over from Wal-Mart and this to be something that we have to continue to contend with. I am not accusing, I'm asking.

Mr. Watt said offhand I do not have any information related to crime statistics for it. I'm not sure it exist but we could ask police departments at other jurisdictions if they have had any issues.

Commissioner Guignard said that would be great if we could get that. We are spending a minor fortune policing an entity that probably 90 percent of their clientele are not from this town.

There being no further comments, Mayor Aneralla closed the public hearing.

OTHER BUSINESS

Petition #R16-06. Petition #R16-06 is a request by Greenway Waste Solutions, LLC and William Hammill to conditionally rezone 135 acres (Parcels 01910102, 01910109 and portions of 01918162 and 01934118) from Transitional Residential and Neighborhood Residential to Special Purpose Conditional District.

On August 23, 2016, per the applicant's request, the Planning Board continued the review of this application until their September 27, 2016 meeting.

Commissioner Guignard made a motion to defer decision on Petition #R16-06 to October 3, 2016.

Commissioner Boone seconded motion.

Motion carried unanimously.

Petition #SUP16-01. Petition #SUP16-01 is a request by Greenway Waste Solutions, LLC and William Hammill for a Special Use Permit allowing the 135 acre landfill located at 15300 Holbrooks Road to expand its boundaries, add another fill area in the existing site (Parcels 01910102, 01910109 and portions of 01918162 and 01934118), and construct a recycling facility onsite.

On August 23, 2016, per the applicant's request, the Planning Board continued their review of the application until their September 27, 2016 meeting.

Commissioner Guignard made a motion to continue hearing for Petition #SUP16-01 to October 3, 2016.

Commissioner Boone seconded motion.

Motion carried unanimously.

Resolution – North Meck Recreation Center. This resolution is to show Mecklenburg County that the three northern towns support the Northern Regional Recreation Center as approved by the voters in 2008 and request that the Mecklenburg County Board of Commissioners include \$1 million in the FY 18 budget to start the design and planning process for this facility. The Huntersville Parks & Recreation Commission approved a similar resolution in July.

Commissioner Phillips made a motion to adopt Resolution supporting the Northern Regional Recreation Center.

Commissioner Guignard seconded motion.

Motion carried unanimously.

TOWN OF HUNTERSVILLE RESOLUTION OF SUPPORT
FOR THE PROVISION OF
NORTH MECKLENBURG REGIONAL RECREATION CENTER

WHEREAS, voters approved the 2008 Mecklenburg County General Obligation Park Bond Referendum, which included the construction of the North Mecklenburg Regional Recreation Center, and with the understanding that the North Mecklenburg Regional Recreation Center would be the first regional recreation center constructed; and

WHEREAS, although lakefront and greenway initiatives are in progress, County citizens have ranked the need for a new recreation center as a top priority based upon a recent survey; and

WHEREAS, Mecklenburg County has not built any recreation centers or indoor aquatic facilities anywhere north of I-485; and

WHEREAS, the Towns of Cornelius, Davidson and Huntersville support active and passive recreation and healthy living; and

WHEREAS, the northern end of Mecklenburg County has experienced explosive growth in population since 2000, with the 2014 population of Town of Cornelius up by 129.6%, Town of Davidson up by 67.8%, and Town of Huntersville up by 106.6% ; and

WHEREAS, growth in indoor athletic and recreation participation has pushed demand for existing venues beyond capacity and future delays will result in many more Mecklenburg County residents not being served; and

WHEREAS, the Town of Huntersville cannot continue to carry the responsibility to provide for the needs in our budget as well as grow our Parks and Recreation Department, in order to handle the demand resulting from our explosive growth; and

WHEREAS, Mecklenburg County has established the North Mecklenburg Regional Recreation Center as a top priority since 2008; and

WHEREAS, in a news release in October 2008, Charlotte and Mecklenburg County Mayors pledged support for the General Obligation Park Bond to construct a North Mecklenburg Regional Recreation Center; and

WHEREAS, at a joint meeting of the Mecklenburg County North Park Region Advisory Council, Mecklenburg County Park and Recreation officials, the Town of Cornelius Parks, Arts, Recreation and Culture Commission, the Town of Davidson Livability Board, and the Town of Huntersville Parks and Recreation Commission held on February 7, 2013, the North Mecklenburg Regional Recreation Center was named as a top priority; and

WHEREAS, Mecklenburg County, in collaboration with the Towns of Cornelius, Davidson, and Huntersville, acquired land in 2013 for the North Mecklenburg Regional Recreation Center at 18121 Statesville Road in Cornelius; and

WHEREAS, the FY 2015 Mecklenburg County Five-Year Capital Improvement Plan documents a \$28M (later \$40M) allocation for a North Mecklenburg Regional Recreation Center; and

WHEREAS, the Mecklenburg County Park and Recreation Commission affirmed their Park and Recreation Department's capital prioritization process at its March 8, 2016 meeting by a vote of 11-1; and

WHEREAS, the Town of Cornelius Parks, Arts, Recreation and Culture Commission, the Town of Davidson Livability Board, and the Town of Huntersville Parks and Recreation Commission have separately and jointly agreed that the North Mecklenburg Regional Recreation Center is a top priority for northern Mecklenburg County.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Huntersville Board of Commissioners agrees that the North Mecklenburg Regional Recreation Center is a top priority for northern Mecklenburg County and supports Mecklenburg County in the development of a regional recreation center as approved by voters in the 2008 general obligation park bond referendum and as identified in the FY 2015 Mecklenburg County capital improvement plan.

FURTHERMORE, the Town of Huntersville Board of Commissioners respectfully requests Mecklenburg County appropriate \$1,000,000 (one million dollars) in funds to initiate the planning and design process for the North Mecklenburg Regional Recreation Center as part of their FY18 budget.

School Resource Officer – LNCS. The Police Department is seeking partial funding to hire one additional officer to fill a School Resource Officer position at Lake Norman Charter School. The position will be partially funded through a state grant obtained by Lake Norman Charter School and from additional funds allocated from Lake Norman Charter School's budget. This request is for the allocation of Town funds for the balance of the funds needed to hire one new police officer position. The fiscal impact to the Town obligation is \$31,957 a year.

Commissioner Bales made a motion to authorize the Police Chief to increase the Department's authorized strength by one additional sworn officer to be used to fill a SRO position at Lake Norman Charter School.

Commissioner Boone seconded motion.

Commissioner Gibbons said I fully support us giving an SRO to LNCS. With that said, I think the discussion in my mind is only about how we do this from a budgetary standpoint. I'd like to see us go ahead and fill this position with an existing billet and when you have the two officers that are conditional offers, if that works out, then we are going to have two billets for new officers come January 1 and as I've said before I'd like to see us fill billets and then if the Chief needs more, come back to us and say we filled billets and we still need people and let's discuss it then. I'm going to say in the long term the reason I say that and it's nothing critical of anyone but what it does is if you approve one more officer right now, that officer is on the budget in Huntersville forever. No one here and nobody on a future board is going to come and cut a police officer. I'm saying this gives us some budgetary restraint and allows us to make a decision when the Chief and his department come back and say we have filled every billet you gave us for the year and we need more and I think we are a reasonable bunch and we would discuss that and go at it. But if we just approve an extra one and the end of the year comes and for whatever reason we haven't filled the billets that we budgeted then that's on for 2017, 18 up to the day I die and that's a consideration that bothers me.

Commissioner Gibbons made a substitute motion to have this Board approve an SRO position out of the current officer billets that we have and we will entertain the need for more officer billets as that becomes necessary.

Commissioner Phillips second motion.

Chief Spruill said the rules that govern grants won't allow that to happen. That would be called supplanting. You can't use existing positions to fill a grant funded position. You have to increase the authorized strength of the Police Department by one position. You couldn't take one of the already existing positions and shift them over into that position and there's audits that go on and they look at what your authorized staffing is, what your budget is, to make sure that you're not doing what you are suggesting. It sounds like a good idea, but it's just not allowed by rules.

Commissioner Guignard said when we approved the budget, there were funds set aside to match the potential grant that was not received. Those funds are still not spent, so could those funds be used at this point to spend on this 30 whatever thousand dollars a year situation.

Chief Spruill said yes, that's what I suggested at the mini-retreat. What I proposed is that funding from the \$65,000 that's left over that we did not get the traffic safety grant, use a portion of that to fund the Lake Norman Charter School SRO.

Commissioner Gibbons said I want to make sure that we are all on the same sheet of music because what I just heard Commissioner Guignard is not.....I think you are mixing the dollars and the billet. Chief talked about adding a billet but paying for it with the monies from the grant. So we're adding a billet which will be there forever. And we are paying for it with money that's in the budget. If that's what you understood I apologize but I think we were apples and oranges. My question, I understood the supplanting rule when we were applying for the grant but are we supplanting when we haven't even hired the officers yet.

Chief Spruill said if we are authorized 91 officers and we added a grant funded position, they would look to see that you added a 92nd position. You would have to have 92. If we don't fill the position for a while and we didn't spend the money, it wouldn't make that big of a deal, but they are looking to see whether you added one additional position on top of what you were authorized during the original budget.

Commissioner Boone said Commissioner Gibbons you are right that if we fund this person it will be this year and next year and the year after and like you said until you die. My question is that's absolutely true if you don't have any growth and if you don't have any additional needs. So I think no matter if it's now or two years from now we are going to need additional officers, whether it's right now and taking advantage of the grant for Lake Norman Charter I think it would be a good move on the Town's part.

Commissioner Kidwell said I had asked how many school resource officers where in the schools. We've got one at North Meck High, one at Hopewell High, one at Alexander Middle and one at Bradley Middle. Lake Norman Charter is a middle and high school – are we looking at one officer for the two schools.

Chief Spruill said it would be one officer at the high school, but he would be available to go to the other school if needed.

Mayor Aneralla called for the vote on the substitute motion.

Motion failed 0 to 6 – Commissioners Bales, Boone, Gibbons, Guignard, Kidwell, and Phillips opposed.

Commissioner Guignard said can you tell us what the school is paying now for traffic control.

Chief Spruill said it's \$40,000.

Commissioner Phillips said how many officers are we allowed to have right now by the budget.

Chief Spruill said we are allowed to have 89 officers until January and then in January there will be 91.

Mayor Aneralla called for the vote on the original motion.

Motion carried unanimously. Commissioner Guignard abstained, which was recorded as a vote in favor.

CONSENT AGENDA

Approval of Minutes – August 1. Commissioner Bales made a motion to approve the minutes of the August 1, 2016 Regular Town Board Meeting. Commissioner Gibbons seconded motion. Motion carried unanimously.

Approval of Minutes – August 15. Commissioner Bales made a motion to approve the minutes of the August 15, 2016 Regular Town Board Meeting. Commissioner Gibbons seconded motion. Motion carried unanimously.

Budget Amendment – Public Works. Commissioner Bales made a motion to approve budget amendment recognizing insurance revenue in the amount of \$1,555.21 and appropriate to the Public Works Department's insurance account. Commissioner Gibbons seconded motion. Motion carried unanimously.

Budget Amendment – Police Department. Commissioner Bales made a motion to approve budget amendment recognizing insurance revenue in the amount of \$691.58 and appropriate to the Police Department's insurance account. Commissioner Gibbons seconded motion. Motion carried unanimously.

Property Tax Refund Report No. 68. Commissioner Bales made a motion to approve SL362 Property Tax Refund Report No. 68. Commissioner Gibbons seconded motion. Motion carried unanimously.

Property Tax Refund Report No. 69. Commissioner Bales made a motion to approve SL362 Property Tax Refund Report No. 69. Commissioner Gibbons seconded motion. Motion carried unanimously.

CLOSING COMMENTS

The Mayor reminded everyone that the North Meck Transportation meeting is on Thursday.

There being no further business, the meeting was adjourned.

Approved this the _____ day of _____, 2016.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman/Chief Spruill
Subject: Budget Amendment

Recognize insurance revenue (103820.9999) in the amount of \$1,330.65 and appropriate to the Police Department's insurance account (105100.0452)

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$1,330.65.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman/Chief Spruill
Subject: Budget Amendment

Recognize insurance revenue (103820.9999) in the amount of \$721.20 and appropriate to the Police Department's insurance account (105100.0452).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$721.20.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman/Chief Spruill
Subject: Budget Amendment

Recognize insurance revenue (103820.9999) in the amount of \$4,611.45 and appropriate to the Police Department's insurance account (105100.0452).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$4,611.45.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman/Max Buchanan/Michael Jaycocks
Subject: Budget Amendment

Authorize the Mayor to execute the Downtown Revitalization Grant Agreement between the North Carolina Department of Commerce and the Town of Huntersville and approve budget amendment to recognize grant revenue in the amount of \$94,340 from the Downtown Revitalization Grant Agreement. This grant will provide lighting at Veterans Park and pedestrian intersection improvements at Gilead Road and Highway 115.

ACTION RECOMMENDED:

Authorize the Mayor to execute the Downtown Revitalization Grant Agreement and approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$94,340.

ATTACHMENTS:

Description	Type
□ Grant Agreement	Backup Material

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Downtown Revitalization Grant Agreement ("Grant Agreement") with the **Town of Huntersville** (the "Governmental Unit" or "Grantee" and, together with Commerce, the "Parties"), a local governmental unit.

WHEREAS, N.C. S.L. 2016-94 § 15.12 (the "Authorizing Legislation") authorized the awarding of Downtown Revitalization Grants or (Downtown Revitalization Grant") to provide grants to certain municipal governments to encourage downtown revitalization in eligible communities; and

WHEREAS, Commerce, through its Rural Economic Development Division, administers the **Downtown Revitalization Grants**; and

WHEREAS, the Governmental Unit submitted a proposal and supporting materials (together, "Proposal") to Commerce for a grant (the "Grant") to fund a project (the "Project").

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Grant Agreement Documents.

This Grant Agreement consists of the following documents:

- (a). This Grant Agreement, including all documents incorporated by reference herein.
- (b). Grantee Proposal (Exhibit A).
- (c). Sample Final Report (Exhibit B).
- (d). Payment Request Form (Exhibit C)
- (d). Iran Divestment Act Certification (Exhibit D-1).
- (e). Iran Divestment Act Certification (Exhibit D-2).

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction, rehabilitation, the matching investment in the Project and/or the other significant source of funding (if applicable). A "Project Change" also includes any filing of bankruptcy by the Governmental Unit. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement.

The effective period of this Grant Agreement shall commence on **8/1/2016** ("Effective Date") and shall terminate on **3/31/2017** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by Commerce.

4. Funding.

Commerce grants to the Governmental Unit an amount not to exceed **\$94,340.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with this Grant Agreement, the Authorizing Legislation and all other applicable laws, rules, regulations and requirements. The Governmental Unit shall not make or approve of any improper expenditure of Grant funds, including any expenditure of Grant funds for renting or purchasing land or buildings, for financing debt or for the payment of existing debt, salary or wages for employees of the grantee organization, and food or refreshment expenses are not allowed under this grant program.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from Commerce and the State. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the Governmental Unit, Commerce, the State or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents or contractors) or any third party into employees, agents, members or officials of Commerce or the State. Neither the Governmental Unit (including its employees, agents or contractors) nor any third party shall have the ability to bind Commerce or the State to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to its employees, agents and contractors. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees, agents and contractors who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the State shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment.

Commerce shall endeavor to pay the Grant funds to the Governmental Unit within 30 calendar days of actual receipt of this Grant Agreement executed by Governmental Unit and the satisfaction of all other conditions precedent to payment of grant funds to Governmental Unit.

Funds may only be used in accordance with this Grant Agreement and the uses set forth in Exhibit A. Commerce may request, and the Governmental Unit must produce, any information from the Governmental Unit justifying the use of the Grant funds. The submission of any reports required by Exhibit B and Paragraph 9 below, or any requests for reimbursement required by this Paragraph or Exhibit B, representing that any work on the Project has been performed shall constitute a certification that the work represented has actually been performed.

7. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for any separate awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the date of the last disbursement of Grant funds or the Termination Date, whichever is later. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that time schedules are being met and other performance goals are being achieved. Further, the Grantee, or designated agent, shall maintain records and accounts that properly document and account for the application of all Grant funds for a minimum of five (5) years after the date of the last disbursement or the Termination Date, whichever is later.
- (b). The Governmental Unit shall furnish Commerce detailed written final report according to the time periods specified in Exhibit B or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit toward achieving the requirements and purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission

date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. Likewise, the Governmental Unit shall ensure that any third party it employs or contracts with to work on the Project provides the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Grant Agreement, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving the Governmental Unit written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

10. Liabilities and Loss.

The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of any third party arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Governmental Unit Representations and Warranties.

The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Commerce can, in its discretion, terminate the Grant Agreement upon notice and require the Governmental Unit to repay to Commerce the entire amount of the Grant.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

- (d). The Governmental Unit is solvent.

12. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement.

13. No Waiver by the State.

Failure of the State (including, without limitation, Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

14. Waiver of Objections to Timeliness of Legal Action.

The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

15. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.

- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Governmental Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the duration of this Grant Agreement and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Grant Agreement may be assigned to any commercial bank or other financial institution without such approval.

16. Notice.

All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2017-023-1257-1534

If to the Rural Authority or
Commerce:

Attn: **Melody Adams**

North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit:

Attn: **Mr. Greg Ferguson**

Town of Huntersville
PO Box 664
Huntersville, NC 28070-0664

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

17. Entire Agreement.

This Grant Agreement supersedes all prior agreements between Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

18. Execution.

This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

19. Construction.

This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

20. Severability.

Each provision of this Grant Agreement is intended to be severable and, if any provision of this Grant Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2017-023-1257-1534

21. Acceptance.

If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1. This Grant may be withdrawn if Commerce has not received such documents within ten (10) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Town of Huntersville

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: Patricia Mitchell [SEAL]

Printed Name: Dr. Patricia Mitchell, CEcD

Title: Assistant Secretary, Rural Development Division

Date: 9-8-16

2016-2017 Downtown Revitalization Proposal Form

Municipality Information

Legal Name of Municipality: Town of Huntersville **County:** Mecklenburg **Tier #** 3
Name of Chief Elected Official: John Aneralla **Title:** Mayor
Mailing Address: PO Box 664, Huntersville, NC 28070 **Street Address:** 101 Huntersville-Concord Rd.
City: Huntersville **State:** NC **Zip:** 28078
Primary Telephone(s): 704-875-6541 **Fax:** 704-948-6020
Email: janeralla@huntersville.org **Federal Tax ID #:** 56-6001252

Municipality Project Contact:

Name: Christina Schildgen **Title:** Assistant to the Manager
Primary Telephone: 704-766-2207 **Email:** cschildgen@huntersville.org

Grant Administrator (If applicable)

Town of Huntersville
Mailing Address: PO Box 644, Huntersville, NC 28070 **Street Address:** 101 Huntersville-Concord Rd.
City: Huntersville **State:** NC **Zip:** 28078
Name: Christina Schildgen **Title:** Assistant to the Manager
Primary Telephone: 704-766-2207 **Fax:** 704-948-6020
Email: cschildgen@huntersville.org **Federal Tax ID #:** 56-6001252

Project Information

Project Title: Town of Huntersville Downtown Revitalization Improvements

1 **Provide a description of the downtown revitalization project/activity to be funded by the grant.**

The Town of Huntersville plans to utilize downtown revitalization funds to make aesthetic improvements in downtown Huntersville. Aesthetic improvements will enable the Town to make its downtown more pedestrian friendly and create a sense of place, which is crucial for economic development. At the intersection of Old Statesville Rd.(NC115)/Gilead Rd., the Town plans to add two seat walls (\$30,000) and two decorative light posts (\$6,400) at the corner where Cashions Gas Station is located. These improvements will mimic the existing seat walls and light posts located across the street at Town Center. The Town plans to enhance existing crosswalks at the intersection of Old Statesville Rd. (NC115)/Gilead Rd. through the installation of thermoplastic pavement markers (\$25,000). Thermoplastic pavement markers will promote pedestrian safety and improve the aesthetic appeal of the streetscape. Finally, the Town plans to use all remaining funds (\$32,940) to purchase light posts for our future Veterans Park at Main St. and Maxwell St. in the heart of downtown. Light posts for Veterans Park are estimated to cost (\$39,742). The Town of Huntersville will fund the difference for the light posts not funded by revitalization funds.

2. **Provide a description of the proposed outcomes of the downtown revitalization project/activity.**

This project will enable the Town of Huntersville to establish a sense of place through pedestrian friendly aesthetic improvements. Creating a sense of place will enable Huntersville to attract a diversity of businesses to its downtown as well as consumers to support commerce. Increased lighting and thermoplastic crosswalks will make it safer for pedestrians in our community at night, thus increasing downtown traffic at night for local businesses. Our revitalization project will also encourage adjacent property owners in the downtown to make enhancements to their properties and encourage some to renovate facades.

3. Provide a timeline for the implementation of the downtown revitalization project/activity.

October 2016- Town of Huntersville receives funding through the North Carolina Department of Commerce.
December 2016- Purchase lights for street corner at NC115/Gilead and Veterans Park.
January 2017- Bid the seat walls out.
April 2017-Public Works installs thermoplastic crosswalks
August 2017-Install two lights on street corner at Old Statesville Rd. (NC 115)/Gilead Rd. Install lights at Veterans Park. Finish seat walls.


4. Include printed photos of the area where the project/activity will take place and provide a description of the photos below.

Appendix A: Seating wall at corner of NC115/Gilead Rd.; Decorative lamp posts at corner of NC 115/Gilead Rd./Enhanced crosswalks (thermoplastic) at NC 115/Gilead Rd. Intersection
Appendix B: Picture of Intersection where thermoplastic crosswalk markings will be located.
Appendix C: Picture of second seating wall located on Gilead Rd. near Old Statesville Rd. (NC 115)/Gilead Rd.
Appendix D: Picture of Veterans Park where light posts will be installed.
Appendix E: Veterans Park Site Plan

Applicant Certifications

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

- 1 as Authorized Representative, the signatory has been authorized to file this application;
- 2 that the governing body or agrees that if a grant is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project; and
- 4 that as of the date listed below, the applicant is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>.



Signature of Chief Elected Official or Authorized Representative

Greg Ferguson

Typed Name

Town Manager

Typed Title

8-25-2016

Date

Proposals should be submitted no later than September 1, 2016 and addressed to:

Melody Adams, Director, Rural Grant Programs
North Carolina Department of Commerce, Rural Economic Development Division
301 N. Wilmington Street (For Overnight Delivery Services)
4301 Mail Service Center (For US Postal Service)
Raleigh, NC 27699



North Carolina Department of Commerce
Rural Economic Development Division
Rural Grant Programs

Final Reporting Form

GRANTEE INFORMATION (to be completed by Grantee)

Reporting Period		Contract Information	
From:	<u>8/01/2016</u> (date)	Contract Ref#	<u>2017-023-1257-1534</u>
To:	<u>3/31/2017</u> (date)	Project End Date	<u>3/31/2017</u>
Grantee Name: <u>Town of Huntersville</u>		Project Title: <u>Downtown Revitalization</u>	
Project Contact Completing this Form: _____		Title: _____	
Primary Telephone: _____		Email: _____	

Describe the project's impact in the community and a description of the completed improvements.

Large empty rectangular box for project description.

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

Date

TYPED NAME AND TITLE

Grant Recipient:	Town of Huntersville
Grant/Contract Number:	2017-023-1257-1534
Grant Award Amount:	\$94,340.00
Project Type:	Other

Request Number: 1
Request Amount: \$9
Termination Date: 3/

Amended 7/5/16

Questions or Send Payment Request & Supporting Documentation to:

E-Mail*: RGPREports@ncommerce.com
(E-mail* submission is only permissible if the entrant is a member of the National Restaurant Association.)

Mail: Rural Grant Programs | 4346 Mail Service Center | Raleigh, NC 27699-4346 OR

Iran Divestment Act Certification
Downtown Revitalization Program

EXHIBIT D-1

2017-023-1257-1534

Local Government Certification

Name of Entity: _____

Address of Entity: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Property Owner Certification

Name of Entity: _____

Address of Entity: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Town of Huntersville
REQUEST FOR BOARD ACTION
9/19/2016

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Max L. Buchanan, PE
Subject: Award of Town of Huntersville 2016 Eastside Resurfacing Contract

On September 12, 2016, quotations were received at Engineering & Public Works for the 2016 Eastside Resurfacing. This project is part of the on-going efforts by the Town to maintain our public roadway system.

It is my recommendation that the project be awarded to the lowest responsible quote provider, Blythe Construction, Inc., with a quotation of \$468,558.83.

Blythe Construction, Inc has completed numerous paving projects for the Town of Huntersville and many surrounding municipalities, including NCDOT. This contractor has demonstrated sufficient ability and experience to perform the work specified and has demonstrated a history of successful performance and completion of similar projects in a timely manner.

Contract completion date for the resurfacing project is December 15, 2016.

ACTION RECOMMENDED:

Authorize award of Project to Blythe Construction, Inc.

FINANCIAL IMPLICATIONS:

Powell Bill

ATTACHMENTS:

Description	Type
☐ Contract Cover	Exhibit
☐ Map	Exhibit
☐ Summary of Quantities	Exhibit
☐ Blythe Construction Itemized Proposal	Exhibit
☐ Bid Tabulation	Exhibit
☐ Execution of Proposal	Exhibit



CONTRACT PROPOSAL

PROJECT: 2016 EASTSIDE RESURFACING

PROJECT NO.: 5700 – 16 – 001

LOCATION: Milling and Resurfacing on approximately 3.0 miles of streets within the Town of Huntersville, North Carolina.

TYPE OF WORK: Asphalt Milling, Patching and Asphalt Paving

QUOTATIONS RECEIVED BY: Monday, September 12, 2016 by 4:00 p.m.
Huntersville Engineering and Public Works
Attn: M. Kevin Fox, P.E.
105 Gilead Road, Suite 300 (3rd Floor)
Huntersville, North Carolina 28078
Or by email to : kfox@huntersville.org

DATE OF AVAILABILITY: Tuesday, September 20, 2016

COMPLETION DATE: Thursday, December 15, 2016

NOTICE: ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

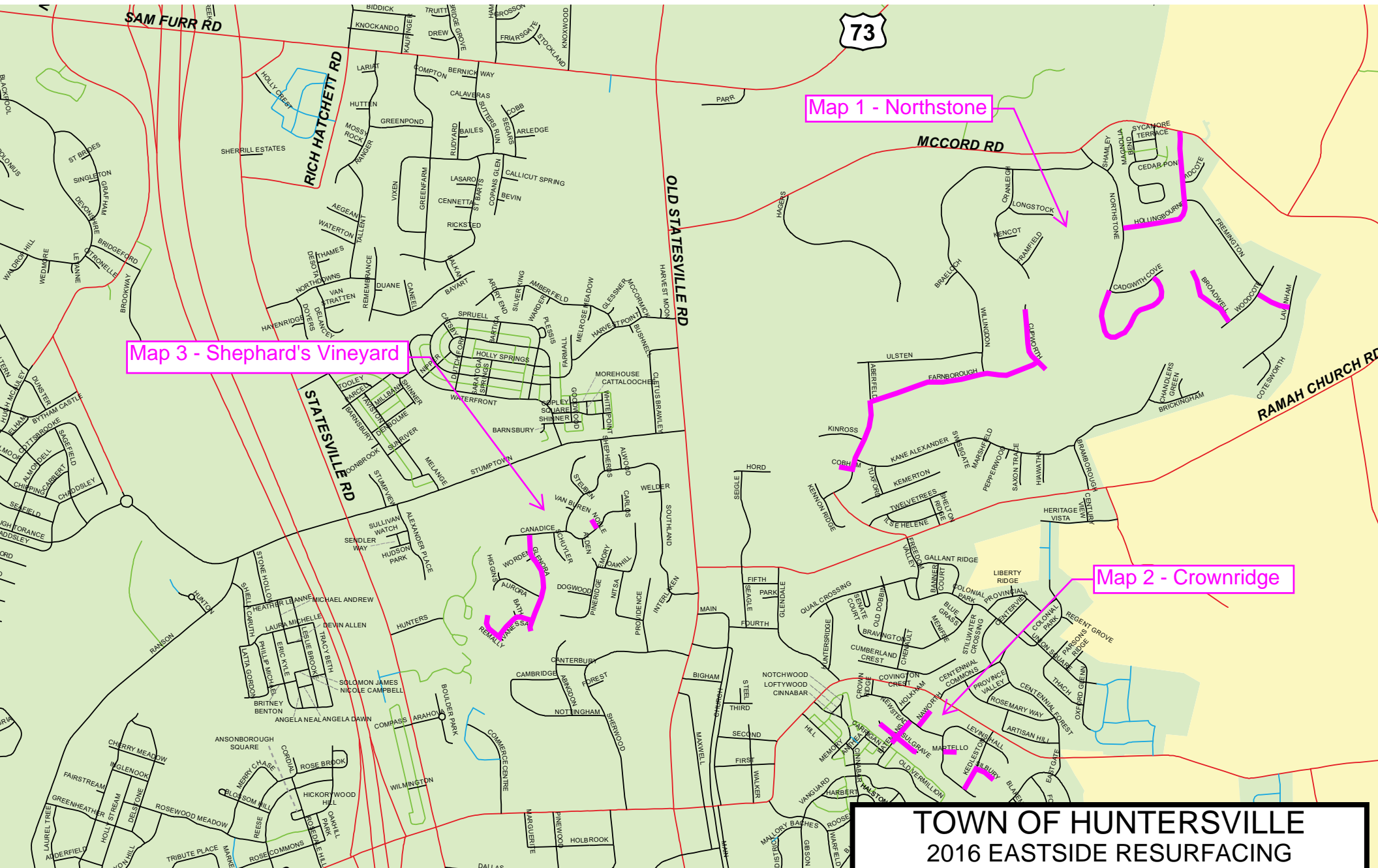
NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made based on the lowest responsible quotation. The contractor will be notified that his quotation has been accepted and that he has been awarded the contract. Quotations are being received by invitation only. The Town of Huntersville reserves the right to reject all quotations.



Map 1 - Northstone

Map 3 - Shephard's Vineyard

Map 2 - Crownridge

TOWN OF HUNTERSVILLE
2016 EASTSIDE RESURFACING
PROJECT NO. 5700-16-001


SUMMARY OF QUANTITIES

MAP NO.	NAME	TYP. SECTION	CUL-DE-SAC	DESCRIPTION	LENGTH (FT)	WIDTH (FT)	TYPE S9.5B (TONS)	PATCHING (TONS)	2" MILLING (SQ YD)
1A	HOLLINGBOURNE ROAD	1	0	McCORD RD TO NORTHSTONE DR	2150	25	680	45	5970
1B	NORTHBOURNE ROAD	1	0	WOODCOTE DR TO LAVENHAM RD	525	25	165	10	1460
1C	BROADWELL COURT	1	1	WOODCOTE DR TO CUL-DE-SAC	1000	25	335	20	2950
1D	NORTHSTONE DRIVE	1	0	CADGWITH COVE DR TO CADGWITH COVE DR	2110	25	670	45	5860
1E	CUPWORTH DRIVE	1	1	CUL-DE-SAC TO PAVEMENT JOINT JUST BEFORE CUL-DE-SAC	1060	18	265	25	2310
1F	FARNBOROUGH ROAD	1	0	CUPWORTH DR TO ABERFELD ROAD	2600	24	790	55	6930
1G	ABERFELD ROAD	1	0	COBHAM CT TO FARNBOROUGH RD	980	32	400	20	3485
1H	COBHAM COURT	1	1	ABERFELD RD TO CUL-DE-SAC	220	18	75	5	635
2A	KEDDLESTON ROAD	1	0	SILBURY LANE TO LEVIN'S HALL RD	375	24	115	10	1000
2B	SILBURY LANE	1	1	KEDDLESTON RD TO CUL-DE-SAC	320	20	110	10	985
2C	MARTELLO LANE	1	1	LEVIN'S HALL ROAD TO CUL-DE-SAC	200	20	85	5	715
2D	NAWORTH LANE	1	1	NEWSTEAD RD TO CUL-DE-SAC	320	20	110	10	985
2E	BATEMANS ROAD	1	0	NEWSTEAD TD TO PAVEMENT JOINT AFTER SULGRAVE DR	500	24	155	10	1330
2F	SULGRAVE DRIVE	1	1	CUL-DE-SAC TO PAVEMENT JOINT JUST BEFORE CUL-DE-SAC	730	20	215	15	1895
3A	REMALLY LANE	1	1	CUL-DE-SAC TO PAVEMENT JOINT JUST BEFORE CUL-DE-SAC	470	24	170	10	1495
3B	VANESSA LANE	1	0	REMALLY LANE TO GLENORA DR	615	22	170	15	1500
3C	GLENORA DRIVE	1	1	CANADICE RD TO CUL-DE-SAC	1500	24	505	35	4425
3D	NOBLE PLACE	1	1	CANADICE RD TO CUL-DE-SAC	140	24	70	5	615
				GRAND TOTALS	15815		5085	350	44545

ITEMIZED PROPOSAL

ITEM NO.		ITEM DESCRIPTION	QUANTITY AND UNIT	UNIT BID PRICE		AMOUNT BID	
LINE NO.	SECTION NO.			DOLLARS	CENTS	DOLLARS	CENTS
1	800	MOBILIZATION	LUMP SUM LS	13,500	00	13,500	00
2	SP	INCIDENTAL STONE BASE	20 TON	26	25	525	00
3	645	ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B	5,085 TON	42	00	213,570	00
4	620	ASPHALT BINDER FOR PLANT MIX GRADE PG 64-22	270 TONS	365	00	98,550	00
5	607	MILL ASPHALT TO 2 INCH DEPTH	44,545 SQ YD	1	70	75,726	50
6	SP	PATCHING EXISTING PAVEMENT	350 TON	100	00	35,000	00
7	SP	ADJUSTMENT OF MANHOLES	60 EA	105	00	6,300	00
8	SP	ADJUSTMENT OF CATCH BASINS	1 EA	1,200	00	1,200	00
9	SP	ADJUSTMENT OF WATER VALVES	25 EA	75	00	1,875	00
					Subtotal	446,246	50
10	SP	5% CONTINGENCY	LUMP SUM	22,312	33	22,312	33
		TOTAL AMOUNT BID FOR PROJECT			468,558.83		

Company Name: Blythe Construction Inc Date: 9/12/16

Signature:  Title: Vice President



2016 EASTSIDE RESURFACING

DESCRIPTION	Blythe Construction, Inc		Ferebee Corporation		Blythe Brothers Asphalt Co.		Granite Contracting**		Pedulla Excavating and Paving Inc.**	
	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
Mobilization	13,500.00	13,500.00	20,000.00	20,000.00	27,500.00	27,500.00				
Incidental Stone Base	26.25	525.00	45.00	900.00	30.00	600.00				
Asph Concrete Surface Course, Type S9.5B	42.00	213,570.00	50.00	254,250.00	56.25	286,031.25				
Asph Binder for Plant Mix, Grade PG 64-22	365.00	98,550.00	385.00	103,950.00	375.00	101,250.00				
Mill Asphalt to 2 inch Depth	1.70	75,726.50	1.50	66,817.50	2.20	97,999.00				
Patching Existing Pavement	100.00	35,000.00	100.00	35,000.00	125.00	43,750.00				
Adjustment of Manholes	105.00	6,300.00	125.00	7,500.00	150.00	9,000.00				
Adjustment of Catch Basins	1,200.00	1,200.00	1,000.00	1,000.00	1,000.00	1,000.00				
Adjustment of Water Valves	75.00	1,875.00	100.00	2,500.00	100.00	2,500.00				
SUBTOTAL		446,246.50		491,917.50		569,630.25				
5% Contingency		22,312.33		24,595.88		28,481.51				
TOTAL		\$468,558.83		\$516,513.38		\$598,111.76		\$0.00		\$0.00

****Contractor Invited, but elected not to submit quotation.**



EXECUTION OF PROPOSAL

Date: 9/12/16

In compliance with the foregoing request for proposals and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted.

PROJECT: 2016 Eastside Resurfacing

PROJECT NUMBER: 5700-16-001

CONTRACTOR: Blythe Construction, Inc.

ADDRESS: P.O. Box 31635

CITY: Charlotte STATE: NC ZIP CODE: 28231 PHONE: 704-375-8474

BY: [Signature] TITLE: Vice President
(SIGNATURE)

T. Allen Hendricks DATE: 9/12/16
(TYPED OR PRINTED NAME)

WITNESS: [Signature] TITLE: Asst. Sec. DATE: 9/12/16

CONTRACTOR'S FEDERAL SOCIAL SECURITY IDENTIFICATION NO. 56-6032862

CONTRACTOR'S LICENSE NUMBER: 7639

ACCEPTANCE OF PROPOSAL

AGENCY: TOWN OF HUNTERSVILLE, NC

DEPARTMENT: ENGINEERING & PUBLIC WORKS

BY: _____ TITLE: _____
(SIGNATURE)