

**Mayor**  
John Aneralla

**Mayor Pro-Tem**  
Danny Phillips

**Commissioners**  
Melinda Bales  
Dan Boone  
Mark Gibbons  
Charles Guignard  
Rob Kidwell

**Town Manager**  
Gerry Vincent



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

**Town Clerk**  
Janet Pierson

**Town Attorney**  
Bob Blythe

**AGENDA**  
**Regular Town Board Meeting**  
**August 7, 2017 - 6:30 PM**  
**TOWN HALL (101 Huntersville-Concord Road)**

- I. Pre-meeting**
  - A. Police Communications and Dispatch Service Update. (5:45 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, North Meck Alliance)
  - B. Commissioner Bales (Lake Norman EDC, Lake Norman Education Collaborative)
  - C. Commissioner Boone (Public Safety Liaison, Huntersville 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 #R17-04, a request by Nickel Development Group, LLC to rezone 2.024 acres located along Sam Furr Road west of Birkdale Village from Highway Commercial Conditional District to Highway Commercial Conditional District to create a 78 unit age restricted apartment building. *(Brian Richards)*
- B. Conduct public hearing on Petition #R17-07, a request by Charles Guignard to rezone 0.33 acres located at 503 S. Old Statesville Road (south of Mt. Holly-Huntersville Road) from Neighborhood Residential Conditional District to Neighborhood Residential to remove an existing multi-family overlay. *(Brian Richards)*
- C. Conduct public hearing on Petition #TA17-05, a request by Piedmont Wrecking and Grading Company, Inc. to amend Article 9.23.9 of the Huntersville Zoning Ordinance to extend the closure deadline for existing LCID landfills. *(Brad Priest)*

## **IX. Other Business**

- A. Consider decision on Petition #R17-03, a request by Donald and Vicki Shew to rezone 12.66 acres from Corporate Business to Special Purpose at 15746 Old Statesville Road (Parcel #01101235). *(Brad Priest)*
- B. Conduct evidentiary hearing and consider decision on Ranson Road Residential Subdivision Sketch Plan. *(Alison Adams)*
- C. Conduct evidentiary hearing and consider decision on Belleterre Subdivision Sketch Plan. *(Alison Adams)*
- D. Consider approving Agreement for Recreation Center Facility Sponsorship with Novant Health. *(Michael Jaycocks)*
- E. Consider approving Sponsorship and Sales Agreement with Pepsi. *(Michael Jaycocks)*
- F. Consider adopting resolution to accept the Governor's Highway Safety Program Grant for two Traffic Unit officers. *(Chief Spruill)*

## **X. Consent Agenda**

- A. Approve the minutes of the July 11, 2017 Regular Town Board Meeting. *(Janet Pierson)*
- B. Approve the minutes of the July 17, 2017 Regular Town Board Meeting. *(Janet Pierson)*
- C. Reschedule the Monday, September 4, 2017 Regular Town Board Meeting to Tuesday, September 5, 2017 at 6:30 p.m. due to the Labor Day holiday. *(Janet Pierson)*
- D. Call public hearing for Tuesday, September 5, 2017 on text amendment TA 17-07 providing additional options to meet water quality standards for lots less than 1 acre and redevelopment in the Town Center zoning district. *(Jack Simoneau)*
- E. Call a public hearing for Tuesday, September 5, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #R17-06, a request by the Phoenix Montessori Academy to rezone 6.8 acres from Corporate Business to Campus Institutional Conditional District located at 12340 Mt. Holly Huntersville Road (Tax Parcel ID 01720205) to allow for the expansion of the school. *(Brad Priest)*
- F. Approve budget amendment appropriating \$250,000 from General Fund Balance to provide for improvements to Highway 21 as required by the TIA for the Recreation Center project. *(Jackie Huffman, Michael Jaycocks, Max Buchanan)*
- G. Approve Annual Settlement of Tax Collector and Order of Collection. *(Jackie Huffman/Gerry Vincent)*
- H. Approve budget amendment in the amount of \$197,775 to provide for the grant funded revenue and expenses for the two grant funded police officers. *(Jackie Huffman/Chief Spruill)*



- I. Authorize the Town Manager to execute Rental Agreement between the Town of Huntersville and Huntersville Music Academy, LLC for the Annex Building at 104 Gilead Road. (*Gerry Vincent*)
- J. Consider authorizing the Town Manager to execute Operating and Services Agreement for Fire Protection Services. (*Gerry Vincent*)

**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**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Brian Richards  
**Subject:** R17-04 Sam Furr Senior Apartments

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Request by Nickel Development Group, LLC to rezone 2.024 acres located along Sam Furr Rd. west of Birkdale Village from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) to create a 78 unit age restricted apartment building. Parcel ID # 00537401

**ACTION RECOMMENDED:**

Hold a Public Hearing for Monday, August 7, 2017

**FINANCIAL IMPLICATIONS:**

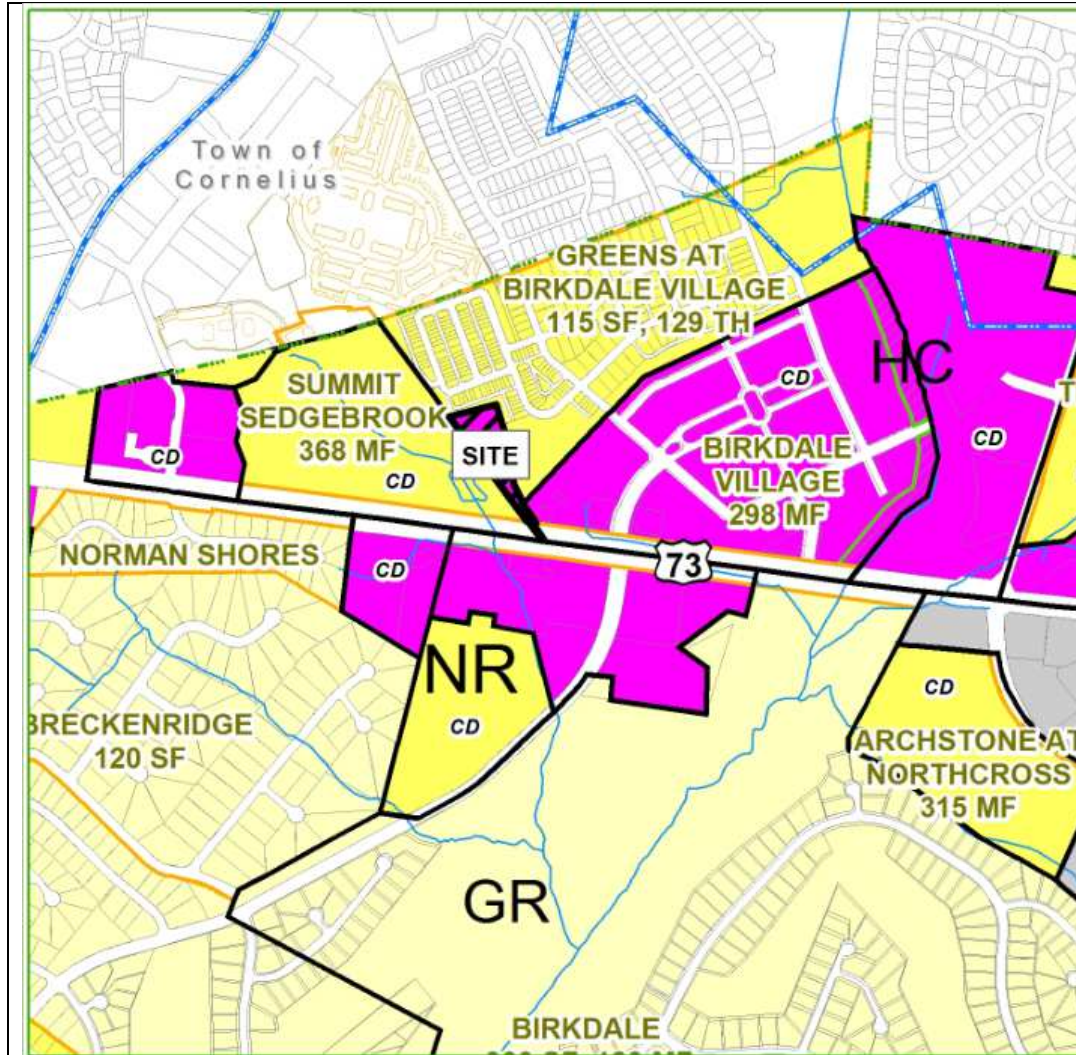
n/a

**ATTACHMENTS:**

Description	Type
▣ R17-04 Staff Report	Staff Report
▣ A - Application	Exhibit
▣ B - Rezoning Site Plan	Exhibit
▣ C - APFO Determination	Exhibit
▣ D - Neighborhood Meeting Report	Exhibit
▣ E - R08-09 Birkdale Inn	Exhibit

## Petition R17-04 Sam Furr Senior Apartments Conditional District Rezoning

### PART 1: PROJECT SUMMARY



**Applicant:** Nickel Development Group, LLC

**Property Owner:** Nickel Development Group, LLC

**Property Address:** 8541 Sam Furr Road

**Project Size:** (+/-) 2.024-acres

**Parcel Numbers:**

00537401

**Current Zoning:** Highway Commercial Conditional District (HC-CD) Birkdale Inn 16 Room Hotel

**Current Land Use:** Vacant

**Proposed Zoning:**

Highway Commercial Conditional District (HC-CD) Sam Furr Sr Apartments 78 Units.

**Proposed Land Use:**

78 unit multi-family apartment

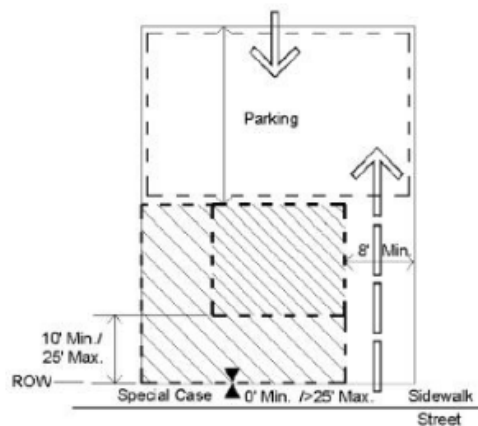
1. Purpose: Rezone 2.024 acres near the intersection of Sam Furr Road and Birkdale Commons Parkway (west of Birkdale Village) from Highway Commercial Conditional District (HC-CD) to Highway Commercial Conditional District (HC-CD) to allow for a 78 unit age-restricted apartment building.
2. Adjoining Zoning and Land Uses.
  - North: Neighborhood Residential (NR) –Townhomes and Single-family homes (Greens at Birkdale).
  - South: Highway Commercial (HC) – Commercial and Office.
  - East: Neighborhood Residential (NR) and Highway Commercial (HC) –Townhomes/ Single-family homes also Commercial and Office (Birkdale Village).
  - West: Neighborhood Residential (NR) – Apartments (Summit Sedgwick).

3. The Parcel is currently approved for a 16 room boutique hotel. This was approved as Rezoning R08-09 Birkdale Inn (Attachment E).
4. A neighborhood meeting was held on Wednesday, July 12, 2017. The complete meeting summary is provided in Attachment D. Questions/concerns centered mainly on the building height, parking, and buffers.
5. Notice for this rezoning petition was given via letters sent to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property.

## PART 2: REZONING/SITE PLAN ISSUES

Due to the unique shape of the parcel the developer is requesting several modifications to requirements of the Zoning Ordinance:

- Article 4: Lot Type/Apartment Building - 1. Buildings shall be placed within the zone represented within the hatched area (10' to 25').

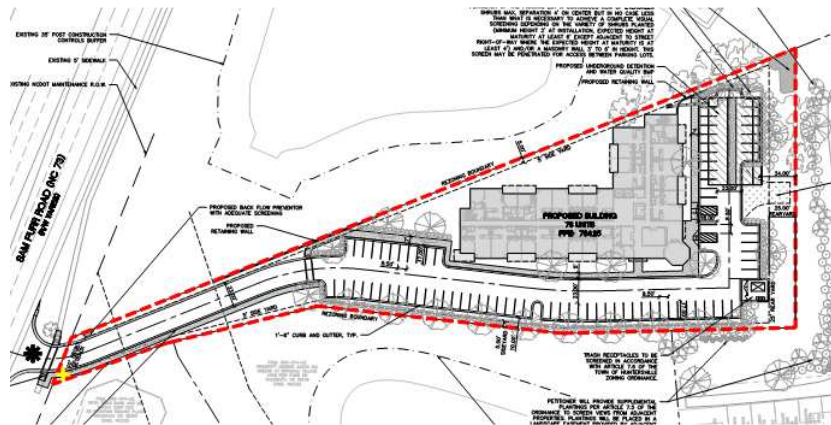


2. In most cases, the build to line will be 15' behind street ROW. Special site conditions such as topography, pattern of lot widths, or setbacks of existing buildings permit a larger setback. In urban conditions, apartments may be set up to the property line at the sidewalk, including corner conditions.

The Developer is requesting to set the building at 388' feet from the ROW.

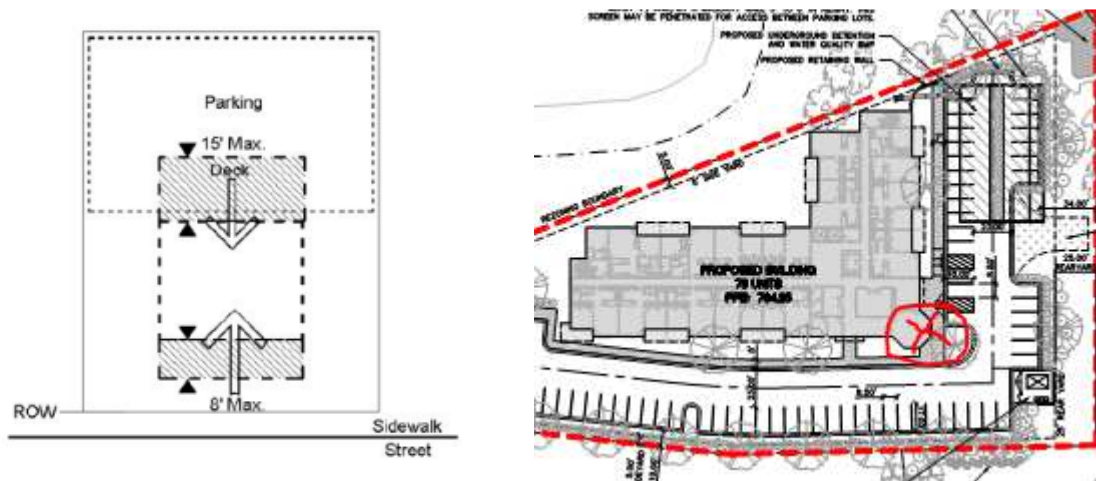
*COMMENT: Due to the unique shape of the property Staff supports this modification.*

- Article 4: Lot Type/Apartment Building – 4. Parking shall be located to the rear of the building. The Developer is requesting that parking be allowed between the building and the public right-of-way.



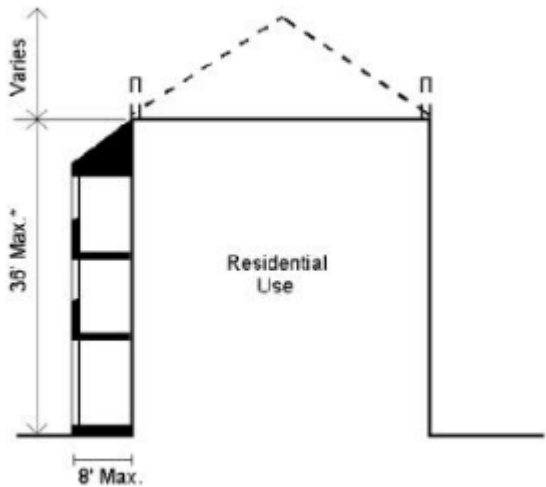
*COMMENT: Due to the unique shape of the property Staff supports this modification.*

- Article 4: Encroachment/Pedestrian Access – 4. Main pedestrian access to the building and to individual units is from the street (indicated by larger arrow), unless specifically exempted by one of the provisions of Section 8.1. Secondary access may be from parking areas (indicated by smaller arrow). The Developer is requesting that the main pedestrian entrance be allowed



*COMMENT: Due to the unique shape of the property Staff supports this modification.*

- Article 4 Permitted Height and Uses – Maximum Height 36'.  
The Developer is requesting to increase the height of the building to be 5 stories (55') as measured from the base of the building to the eaves.



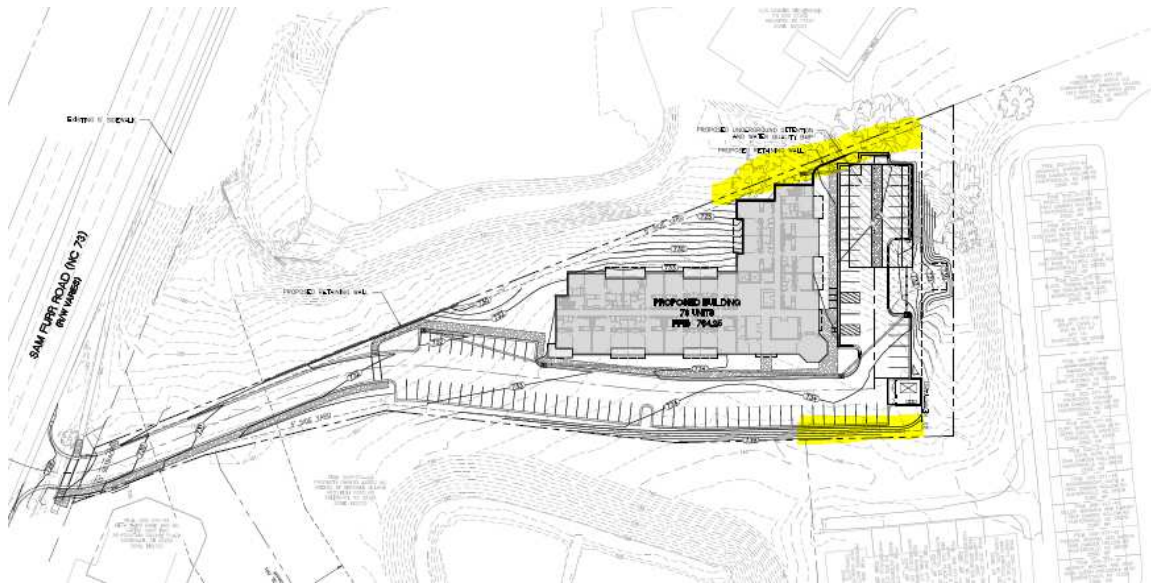
COMMENT: Due to the unique shape of the property, topography, and surrounding development (there are 3 & 4 story building nearby) Staff would support a modification to 4 stories.



- Article 7.5 Buffer Yards – Width 20’  
The Developer is requesting to reduce the buffer width to 5’ on the western and to 10’ on the eastern boundaries.

Residential	Any Major residential subdivision abutting a property zoned residential or developed residential, not internal to a planned community [4]	20 ft.	3 trees per 1,000 sf. of buffer area, 25% large maturing, 25% small maturing, 25% evergreen	10 shrubs per 1,000 sf., 100% evergreen
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*COMMENT: Staff recommends that a 20' buffer be provided in the areas highlighted and that the modification be supported in the areas adjacent to the ponds located to the east and west of the subject property.*

The Developer is offering to limit garbage pick up to the hours of 1P.M. until 5P.M. Monday thru Friday in order to limit noise and disturbance to the adjacent property owners.

*COMMENT: Staff supports this condition.*

The rezoning plan has been reviewed and can be approved as noted pending the rezoning hearing.

### **PART 3: TRANSPORTATION ISSUES**

#### **Traffic Impact Analysis (TIA)**

Based on the land use and intensity proposed, a TIA is not required.

#### Site Plan Comments

- All comments have been addressed.

### **PART 4: ADEQUATE PUBLIC FACILITIES (APF)**

Under the provisions of the APF Ordinance, all residential development greater than twenty (20) lots are required to receive a "Determination of Adequacy (DOA)" for the following public facilities: Fire Facilities, Fire Vehicles, Police Facilities, Police Vehicles, Indoor Park and Recreation Facilities, and Parks Acreage. The proposed CD Rezoning met the required threshold for submission of an APF application, and the proposed development is subject to the requirements of the APFO.

A Determination of Adequacy (DOA) has been issued for the following public facilities: Fire Vehicles, Fire Facilities, Police Facilities, Police Vehicles, Indoor Park & Recreation Facilities & Park Acreage (see Attachment C).

## PART 5: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

COMMENT: The 2030 Huntersville Community Plan supports this project through the following sections:

- **Policy H-5: Senior Housing.** Encourage housing options which accommodate senior citizens (e.g. age restricted/retirement communities, congregate care/assisted living facilities,) allowing seniors to remain in the community.  
Comment: The proposed development provides senior housing within the Birkdale area.
- **Policy H-9: Future Residential Development.** Higher intensity development generally within two miles of the I-77/NC 115 corridor.  
Comment: The proposed CD Rezoning is located within the High Intensity Area of the 2030 Community Plan.
- **Policy PF-2: Adequate Public Facilities:** Continue use of “Adequate Public Facilities Ordinance” 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.  
Comment: see Part 4 of this report.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

COMMENT: The proposed Conditional District Rezoning for the Sam Furr Senior is supported by the 2030 Comprehensive Plan, as the property is located within the area eligible for intensification. The proposal is also appropriate for the area by introducing a new senior living option to the housing market. Staff has concern with the building height of 5 stories and would recommend a maximum height of 4 stories.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

COMMENT:

- A Transportation Impact Analysis was not required – see Part 3 of this report.
- The APF Ordinance Determination of Adequacy was met – see Part 4 of this report.
- Storm water drainage, water supplies and wastewater and refuse disposal and a Willingness-to-serve letter must be provided by Charlotte Water, as well as PCO-1 storm water approval from Mecklenburg County.



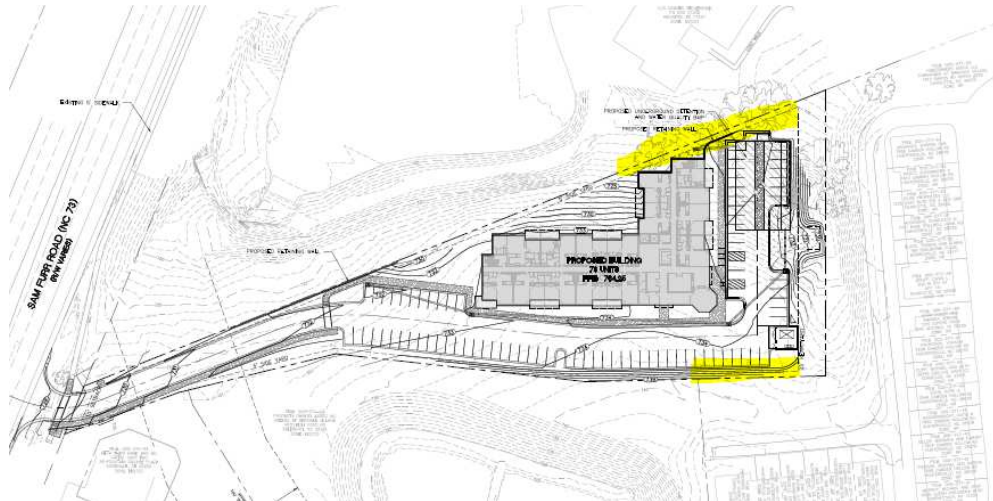
**3. Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

COMMENT: Planning staff has no indication that the request will adversely affect known archeological, environmental, historical or cultural resources.

**PART 6: STAFF RECOMMENDATION**

The Sam Furr Senior Apartments Conditional District Rezoning Plan can be supported by staff subject to the following:

- The height of the building be reduced to 4 stories.
- A buffer of 20' is provided in the areas highlighted below which area adjacent to neighboring structures and that a modification to the buffer requirement be granted along the areas that are adjacent to the two ponds.



**PART 7: PUBLIC HEARING COMMENTS**

Public Hearing scheduled to be held on Monday, August 7, 2017.

**PART 8: PLANNING BOARD RECOMMENDATION**

Planning Board scheduled to review on August 22, 2017.

**PART 9: ATTACHMENTS/ENCLOSURES**

Attachments

- A - Rezoning Application
- B - Rezoning Plan
- C - APFO Determination
- D - Neighborhood Meeting Report from July 12, 2017.
- E - R08-09 Birkdale Inn

**PART 10: CONSISTENCY STATEMENT - R 17-04 Sam Furr Senior Apartments**

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed rezoning application R17-04; Sam Furr Senior Apartments Conditional District Rezoning, the Planning staff recommends conditional approval (building height of 4 stories and modification of buffers) as it is consistent with Policy Goals H-5, H-9, and PF-2 of the 2030 Community Plan. The property is also located within two miles of I-77 corridor (see Part 5).</p> <p><u>With those provisions, it is reasonable and in the public interest to approve the Conditional District Rezoning Plan because the request is consistent with the 2030 Community Plan.</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-04; Sam Furr Senior Apartments Conditional District, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>.</p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-04; Sam Furr Senior Apartments Subdivision Conditional District, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>.</p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>
<p>DENIAL:</p>	<p>DENIAL: In considering the proposed rezoning application R17-04; Sam Furr Senior Apartments Conditional District, the Planning Board recommends denial based on <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>.</p> <p><u>It is not reasonable and not in the public interest to amend the approved Rezoning Plan because... (Explain)</u></p>	<p>DENIAL: In considering the proposed rezoning application R17-04; Sam Furr Senior Apartments Conditional District, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>.</p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>



# 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 04/26/17

Name of Project Sam Furr Senior Apartments Phase # (if subdivision) \_\_\_\_\_

Location 8521 Sam Furr Road

Parcel Identification Number(s) (PIN) 00537401

Current Zoning District HC (CD) Proposed District (for rezonings only) HC (CD)

Property Size (acres) 2.024 ac Street Frontage (feet) 47 feet

Current Land Use Vacant

Proposed Land Use(s) 78 unit Senior Apartments (age-restricted) and associated parking areas

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.

This project was originally re-zoned to HC (CD) under approved petition number R08-09. This rezoning is required to amend the use (senior

apartments) and the site layout (building and parking areas).

## 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 \_\_\_\_\_ Printed Name Jake Palillo  
Address of Applicant 19520 West Catawba Avenue, Suite 200, Cornelius, NC 28031  
Email jpalillo@aol.com

Property Owner's Signature (if different than applicant) \_\_\_\_\_  
Printed Name Nickel Development Group, LLC  
Property Owner's Address 19520 West Catawba Avenue, #200, Cornelius, NC 28031 Email jpalillo@aol.com

\* Applicant hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Nickel Development Group, LLC	Jake Palillo	704-363-7902	jpalillo@aol.com
Development Firm	Name of contact	Phone	Email
ColeJenest & Stone, PA	Colin Jenest, PE	704-971-4510	cjenest@colejeneststone.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.

## Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	<a href="http://www.huntersville.org/Departments/Planning.aspx">http://www.huntersville.org/Departments/Planning.aspx</a>







SITE DEVELOPMENT DATA:

--ACREAGE: 2.024 ± ACRES  
--TAX PARCEL #: 005-374-01  
--EXISTING ZONING: HC (CD)  
--PROPOSED ZONING: HC (CD)  
--EXISTING USES: VACANT  
--PROPOSED USES: MULTI-FAMILY RESIDENTIAL – 78 UNITS (AGE RESTRICTED)  
--PARKING: 1.0 SPACES PER UNIT (1 BEDROOM) MINIMUM, 1.5 SPACES PER UNIT (>1 BEDROOM) MINIMUM

1. GENERAL PROVISIONS

- a. UNLESS MORE STRINGENT STANDARDS ARE ESTABLISHED BY THE SCHEMATIC SITE PLAN OR THESE DEVELOPMENT STANDARDS, ALL DEVELOPMENT STANDARDS ESTABLISHED UNDER THE TOWN OF HUNTERSVILLE ZONING ORDINANCE (THE "ORDINANCE") FOR THE HC ZONING DISTRICT CLASSIFICATION SHALL BE FOLLOWED IN CONNECTION WITH DEVELOPMENT TAKING PLACE ON THE SITE.
- b. THE CONFIGURATION, PLACEMENT AND SIZE OF THE BUILDINGS, PARKING AREAS, AND OTHER SITE ELEMENTS DEPICTED ON THE SCHEMATIC SITE PLAN ARE SCHEMATIC IN NATURE AND MAY BE ALTERED OR MODIFIED WITHIN THE CONSTRAINTS DEFINED BY THE ORDINANCE AND BY THE DEVELOPMENT DURING DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASES.

2. PERMITTED USES

THE SITE MAY BE DEVOTED ONLY TO THE FOLLOWING USE:  
MULTI-FAMILY RESIDENTIAL (AGE-RESTRICTED)

3. SETBACKS, SIDE YARDS, AND REAR YARDS

- a. DEVELOPMENT OF THE SITE SHALL COMPLY WITH THE SETBACK, REAR YARD AND SIDE YARD REQUIREMENTS ESTABLISHED UNDER THE ORDINANCE FOR THE HC ZONING DISTRICT AS DEPICTED OR NOTED ON THE PLAN.

4. LANDSCAPE/BUFFER REQUIREMENTS

- a. PARKING LOT LANDSCAPING SHALL CONFORM WITH THE STANDARDS AND TREATMENTS SPECIFIED IN ARTICLE 6 OF THE ORDINANCE.
- b. DUE TO THE UNIQUE SHAPE OF THE PARCEL AND NATURE OF THE SURROUNDING PARCELS, THE PETITIONER IS REQUESTING A WAIVER OF VARIABLE WIDTH REDUCTION OF THE REQUIRED 30' BUFFER WIDTH ALONG THE SIDE AND REAR YARDS AS PART OF THIS REZONING PETITION. REQUIRED BUFFER PLANTINGS WILL BE PROVIDED AS SHOWN ON THE SCHEMATIC SITE PLAN WITHIN A LANDSCAPE EASEMENT ON THE ADJACENT PROPERTIES.
- c. THE PETITIONER WILL PROVIDE BUFFER LANDSCAPING TO SCREEN THE APARTMENT BUILDING FROM ADJACENT PROPERTIES. SUCH SCREEN PLANTINGS MAY BE LOCATED ON THE PROJECT PROPERTY OR ON ADJACENT PROPERTY ONLY WITH A LANDSCAPE EASEMENT AGREEMENT BETWEEN THE PETITIONER AND ADJACENT PROPERTY OWNERS. ALL BUFFER LANDSCAPING WILL ADHERE TO ARTICLE 7.5 OF THE ORDINANCE AND WILL BE MASSED NEAR THE TOPS OF SLOPES SO AS TO PROVIDE MAXIMUM SCREENING EFFECT.
- d. THERE ARE NO EXISTING SPECIMEN TREES LOCATED ON THE SUBJECT PROPERTY.

5. PARKING

- a. OFF-STREET PARKING AND LOADING WILL MEET THE MINIMUM REQUIREMENTS SET OUT IN THE ORDINANCE. THE PARKING REQUIREMENTS ARE NOTED IN THE DEVELOPMENT SUMMARY.
- b. THE ALIGNMENT OF INTERNAL VEHICULAR CIRCULATION AND DRIVEWAYS IS PRELIMINARY AND AS A RESULT HAS NOT BEEN FINALIZED AND IS SUBJECT TO FINAL DESIGN AND ENGINEERING PLANS. MINOR MODIFICATION OR ALTERATION OF THESE ALIGNMENTS MAY THEREFORE TAKE PLACE DURING DESIGN DEVELOPMENT AND CONSTRUCTION PHASES.

6. SIGNS

- a. ALL SIGNS PLACED ON THE SITE WILL BE PERMITTED SEPARATELY UNDER ARTICLE 10 OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE.
- b. DETACHED SIGNS WILL BE GROUND MOUNTED SIGNS (POLE SIGNS ARE NOT ALLOWED). THE DESIGN OF THESE SIGNS WILL BE ARCHITECTURALLY COMPATIBLE WITH BUILDINGS ON THE SITE THROUGH THE USE OF THE SIMILAR BUILDING MATERIALS AND ARCHITECTURAL STYLES.
- c. THE USE OF NEON IN ANY SIGN IS PROHIBITED.
- d. NO SIGN SHALL BE PERMITTED WITHIN THE SAM FURR ROAD RIGHT-OF-WAY OR OUTSIDE OF THE EXISTING PROPERTY BOUNDARY.

7. FIRE ACCESS

THE PARKING LOT INCLUDES AN INTEGRAL HAMMER HEAD DESIGNED TO ALLOW FOR FIRE TRUCK TURN-AROUND ACCESS PER MECKLENBURG COUNTY STANDARDS.

8. STORM WATER

- a. STORM WATER RUNOFF FROM THE SITE WILL BE MANAGED THROUGH PROVEN TECHNIQUES WHICH SATISFY THE STANDARDS IMPOSED BY THE TOWN OR MECKLENBURG COUNTY.
- b. THE FOLLOWING AGENCIES MUST BE CONTACTED PRIOR TO CONSTRUCTION REGARDING WETLAND AND WATER QUALITY PERMITS
  - b.a. SECTION 401 PERMIT – NCDEQ, RALEIGH OFFICE (919.733.1786)
  - b.b. SECTION 404 PERMIT – US ARMY CORPS OF ENGINEERS (704.271.4854)

9. GARBAGE

- a. ANY DUMPSTERS VISIBLE FROM A PUBLIC STREET OR FROM AN ADJOINING PARCEL OF LAND WILL BE SCREENED FROM VIEW IN ACCORDANCE WITH ARTICLE 7.6. SCREENING TO BE ACHIEVED BY A SOLID ENCLOSURE WITH GATES AND SUPPLEMENTAL LANDSCAPING AS NEEDED. MATERIALS FOR ANY ENCLOSURE SHALL BE CONSISTENT WITH THOSE OF THE PRINCIPLE STRUCTURE.
- b. GARBAGE PICK-UP WILL BE LIMITED TO THE HOURS OF 1P.M. UNTIL 5P.M. MONDAY THRU FRIDAY IN ORDER TO LIMIT NOISE DISTURBANCE TO ADJACENT PROPERTY OWNERS.

10. UTILITIES

- a. NO UTILITIES OR UTILITY EASEMENTS ARE CURRENTLY SHOWN AS BEING LOCATED WITHIN THE PROJECT PROPERTY BOUNDARIES.
- b. LOCATION OF BACKFLOW PREVENTORS SHALL BE COORDINATED WITH CMUD AND THE TOWN OF HUNTERSVILLE.
- c. ALL BUILDING-RELATED UTILITIES AND MECHANICAL EQUIPMENT WILL BE LOCATED TO THE SIDE OR REAR OF THE PRINCIPAL STRUCTURE AND WILL BE SCREENED FROM VIEW.

11. SITE LIGHTING

- a. LIGHTING WILL BE PROVIDED THROUGHOUT THE SITE AND SHALL COMPLY WITH ARTICLE 8.26. LIGHTING TO BE FULL CUT-OFF TYPE LIGHTING FIXTURES.
- b. SITE LIGHTING WILL BE LIMITED TO 20 FEET IN HEIGHT.
- c. NO "WALL PAK" LIGHTING WILL BE ALLOWED, HOWEVER ARCHITECTURAL LIGHTING ON BUILDING FACADES, SUCH AS SCONCES, WILL BE PERMITTED. SUCH PERMITTED ARCHITECTURAL LIGHTING MUST BE DOWNWARDLY DIRECTED, SO AS TO NOT BE ANGLED GREATER THAN 45-DEGREES FROM VERTICAL.

12. ARCHITECTURAL CONTROLS

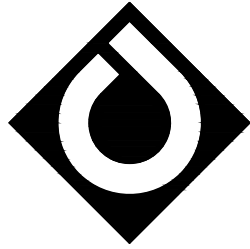
BUILDING ARCHITECTURE SHALL FOLLOW THE GENERAL FORM AND STYLE OF THE ELEVATIONS SUBMITTED AS PART OF THIS REZONING PETITION. HOWEVER, THE PETITIONER RESERVES THE RIGHT TO MAKE MINOR MODIFICATIONS AS REQUIRED BY BUILDING STANDARDS OR MARKET CONDITIONS; SUCH MODIFICATIONS MUST BE APPROVED BY THE TOWN STAFF.

13. AMENDMENTS TO THE REZONING PLAN

FUTURE AMENDMENTS TO THE REZONING PLAN AND THESE DEVELOPMENT STANDARDS MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH PROVISIONS OF ARTICLE 11.3 OF THE ORDINANCE.

14. BINDING EFFECT OF THE REZONING APPLICATION

IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THESE DEVELOPMENT STANDARDS AND THE SCHEMATIC SITE PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.



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NICKEL  
DEVELOPMENT  
GROUP, LLC

19520 WEST CATAWBA AVENUE  
SUITE #200  
CORNELIUS, NC 28031

SAM FURR SENIOR  
APARTMENTS  
REZONING

8521 SAM FURR ROAD  
HUNTERSVILLE, NC 28078

DEVELOPMENT  
STANDARDS

Project No.

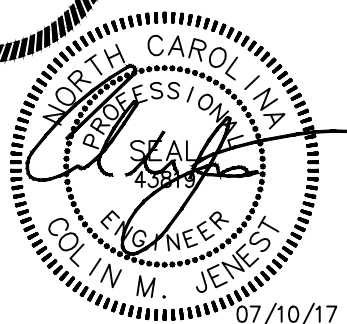
4536

Issued

05/01/17

Revised

07/10/17 – TOH AND MECK, CO. COMMENTS

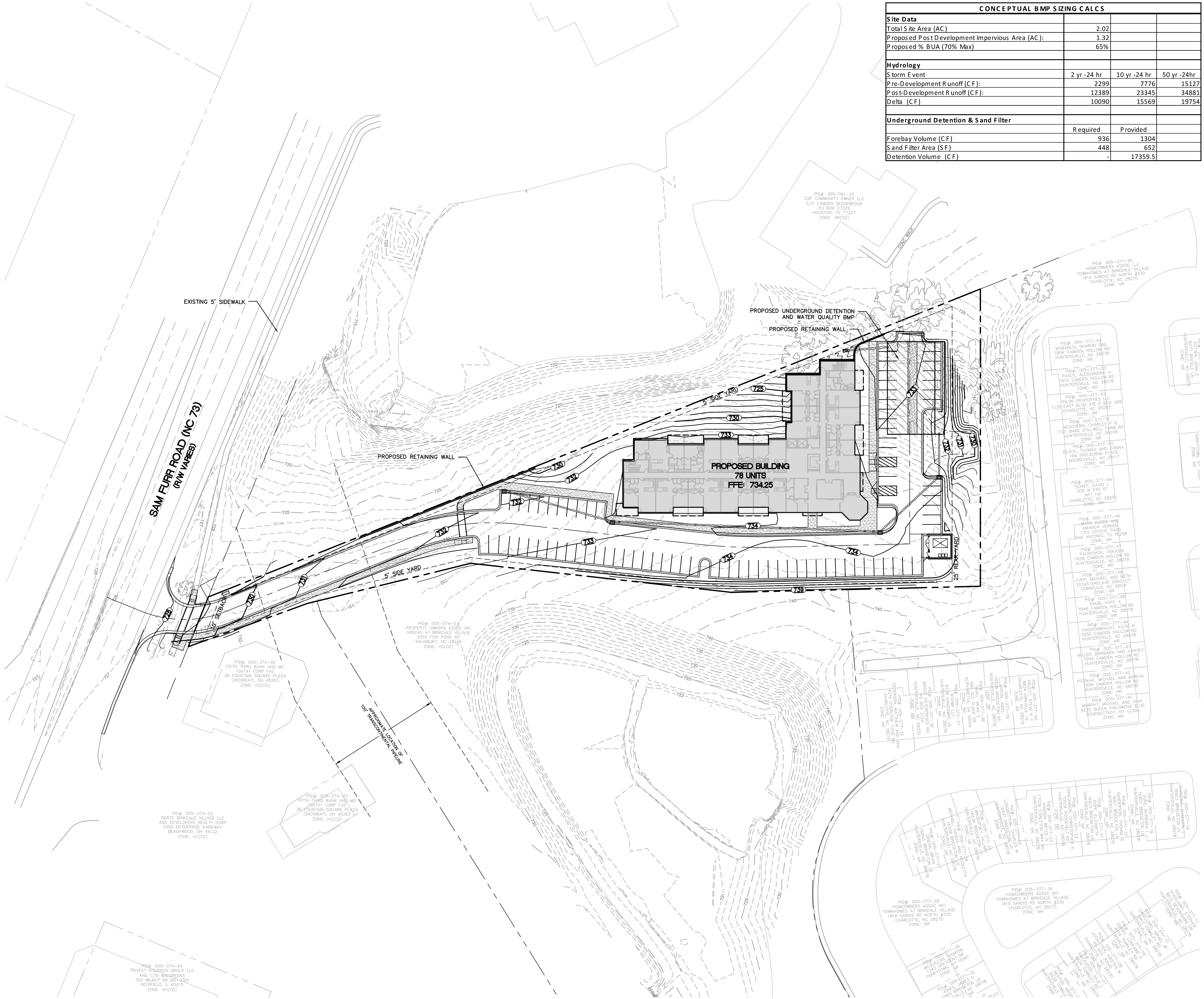


RZ2.0

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PETITION #: R17-04



CONCEPTUAL BMP SIZING CALCS				
Site Data				
Total Site Area (AC)	2.02			
Proposed Post Development Impervious Area (AC):	1.32			
Proposed % BUA (70% Max)	65%			
Hydrology				
Storm Event	2 yr -24 hr	10 yr -24 hr	50 yr -24hr	
Pre-Development Runoff (C F):	2299	7776	15127	
Post-Development Runoff (C F):	12389	23345	34881	
Delta (C F)	10090	15569	19754	
Underground Detention & Sand Filter				
	Required	Provided		
Forebay Volume (C F)	936	1304		
Sand Filter Area (S F)	448	652		
Detention Volume (C F)	-	17359.5		

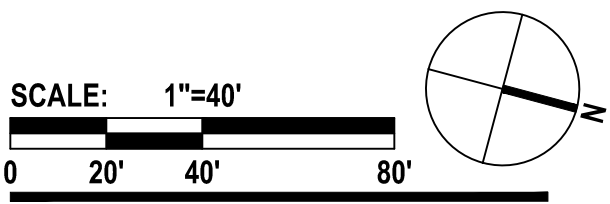
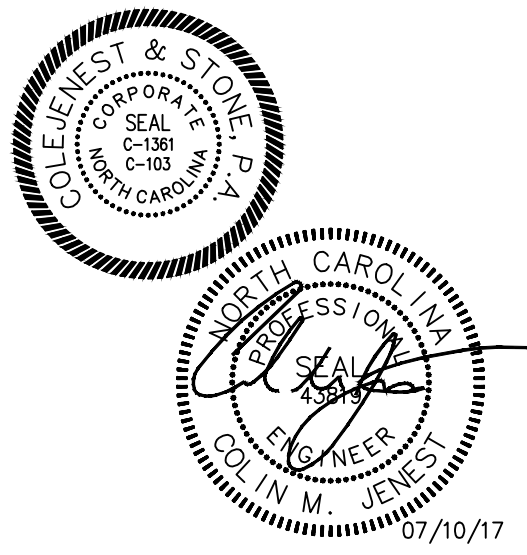
VICINITY MAPN.T.S.

**SURVEY DISCLAIMER**  
ALTA/ASOM LAND TITLE SURVEY ISSUED AUGUST 8, 2013, PROVIDED BY PROFESSIONAL PROPERTY SURVEYORS, INC., 18335 OLD STATEVILLE ROAD UNIT A, CORNELIUS, NC 28031, (704) 765-5134.

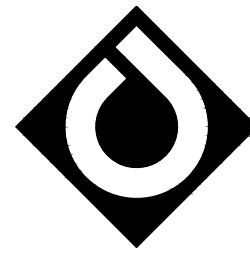
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url+ www.colejeneststone.com

**NICKEL DEVELOPMENT GROUP, LLC**  
19520 WEST CATAWBA AVENUE  
SUITE #200  
CORNELIUS, NC 28031  
**SAM FURR SENIOR APARTMENTS REZONING**  
8521 SAM FURR ROAD  
HUNTERSVILLE, NC 28078

**GRADING AND STORMWATER CONCEPT PLAN**  
Project No. 4536  
Issued 05/01/17  
Revised 07/10/17 - TOH AND MECK, CO. COMMENTS







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## NICKEL DEVELOPMENT GROUP, LLC

19520 WEST CATAWBA AVENUE  
SUITE #200  
CORNELIUS, NC 28031

## SAM FURR SENIOR APARTMENTS REZONING

8521 SAM FURR ROAD  
HUNTERSVILLE, NC 28078

## EXISTING CONDITIONS AND TREE PRESERVATION PLAN

Project No.

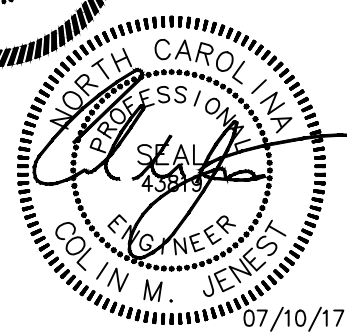
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Revised

07/10/17 - TOH AND MECK. CO. COMMENTS



SCALE: 1"=40'

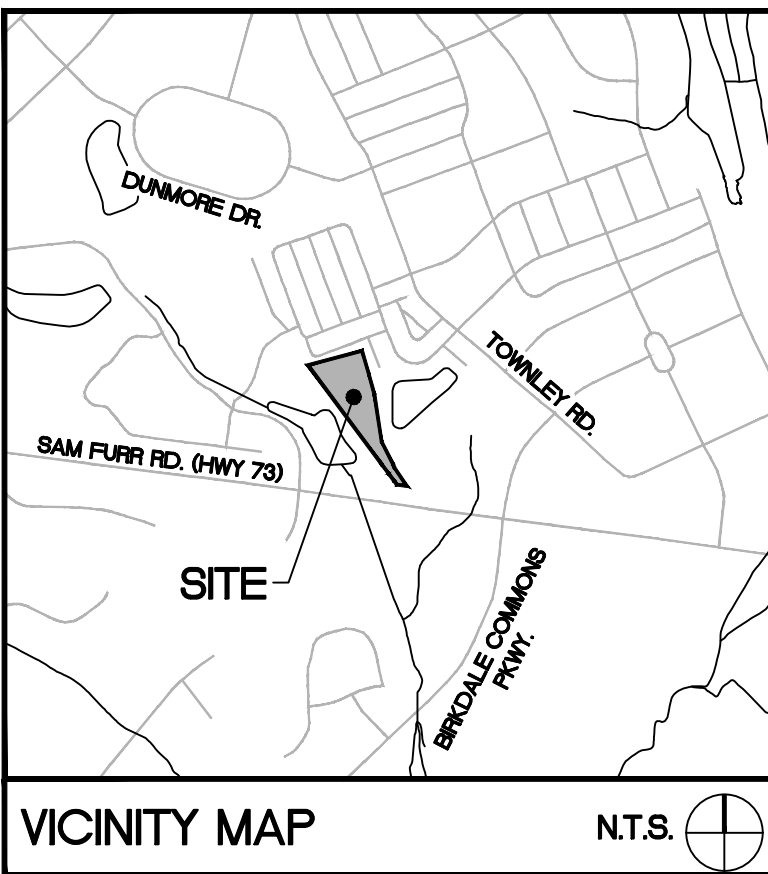
0 20' 40' 80'

RZ4.0

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PETITION #: R17-04



### SURVEY DISCLAIMER

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### LEGEND

#### SYMBOL

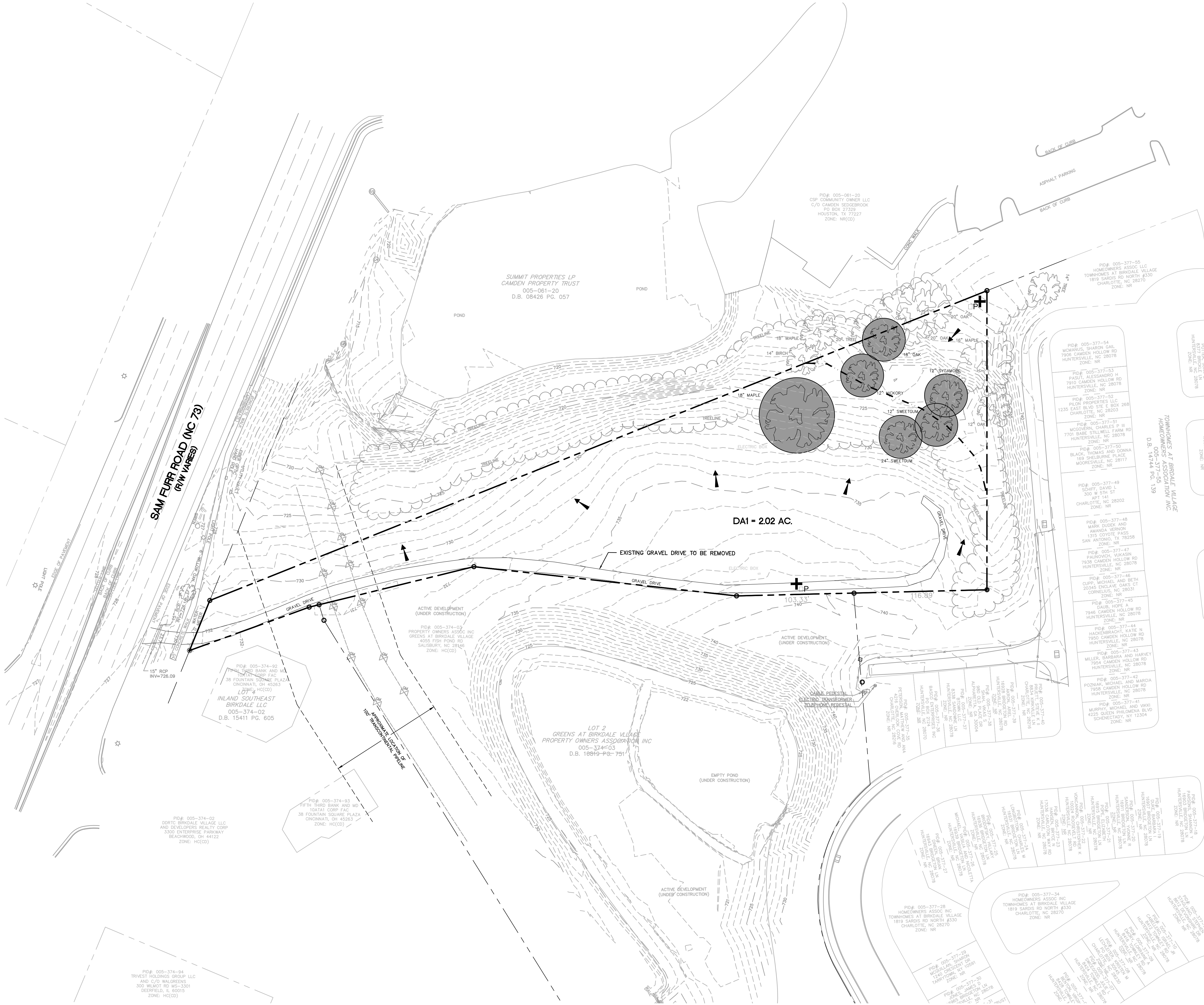
- EXISTING TREE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- LOCAL HIGH POINTS
- FLOW DIRECTION
- SWALES

### TREE PROTECTION:

**APPLICABILITY:**  
A TREE AND ROOT PRESERVATION PLAN DELINEATING AREAS OF TREE SAVE SHALL BE INCORPORATED AS PART OF THE LANDSCAPING, GRADING AND EROSION CONTROL PLANS. THE FOLLOWING MEASURES SHALL BE FOLLOWED TO PROTECT EXISTING TREES ON A DEVELOPING SITE PRIOR TO DEMOLITION, CLEARING, CONSTRUCTION, GRADING AND INSTALLATION OF EROSION CONTROL MEASURES; TREE PROTECTIVE BARRIERS MUST BE INSTALLED AROUND ALL TREE SAVE AREAS BY THE DEVELOPER AND APPROVED BY THE TOWN.  
- THE TREE PROTECTION FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (DRIP LINE PLUS 5 FEET). TREE PROTECTION FENCING FOR A FOREST CANOPY STANDS AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE. TREE PROTECTION FENCING SHALL CONSIST OF ORANGE SAFETY FENCING OR A COMBINATION OF ORANGE SAFETY FENCING WITH SILT FENCING AT A MINIMUM OF 4 FEET IN HEIGHT ON METAL OR WOOD POSTS.  
- ALL TREE PROTECTION AREAS MUST BE DESIGNATED AS SUCH WITH "TREE SAVE AREA SIGNS" POSTED IN ADDITION TO THE REQUIRED PROTECTIVE FENCING. SIGNS REQUESTING SUBCONTRACTOR COOPERATION AND COMPLIANCE WITH TREE PROTECTION STANDARDS ARE RECOMMENDED FOR SITE ENTRANCES.  
- NO SOIL DISTURBANCE OR COMPACTION, STOCK PILING OF SOIL OR OTHER CONSTRUCTION MATERIAL, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT AND MATERIALS ARE ALLOWED WITHIN THE TREE SAVE AREA.  
- NO ROPES, SIGNS, WIRES, UNPROTECTED ELECTRICAL INSTALLATION OR OTHER DEVICE OR MATERIAL, SHALL BE SECURED OR FASTENED AROUND OR THROUGH A TREE OR SHRUB.  
- ALL PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE LAND DISTURBING AND CONSTRUCTION PROCESS, AND SHALL NOT BE REMOVED UNTIL FINAL LANDSCAPING IS INSTALLED.

### SPECIMEN TREE NOTES:

1. THERE ARE NO EXISTING SPECIMEN TREES LOCATED ON THE SUBJECT PROPERTY.







- Land Planning
- +
- Landscape Architecture
- +
- Civil Engineering
- +
- Urban Design

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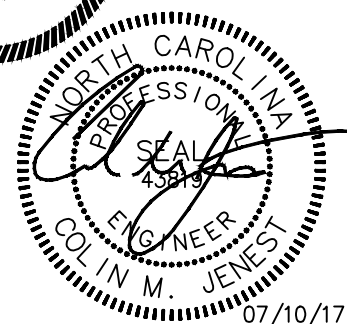
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SUITE #200  
CORNELIUS, NC 28031

## SLOPE ANALYSIS

4536

05/01/17

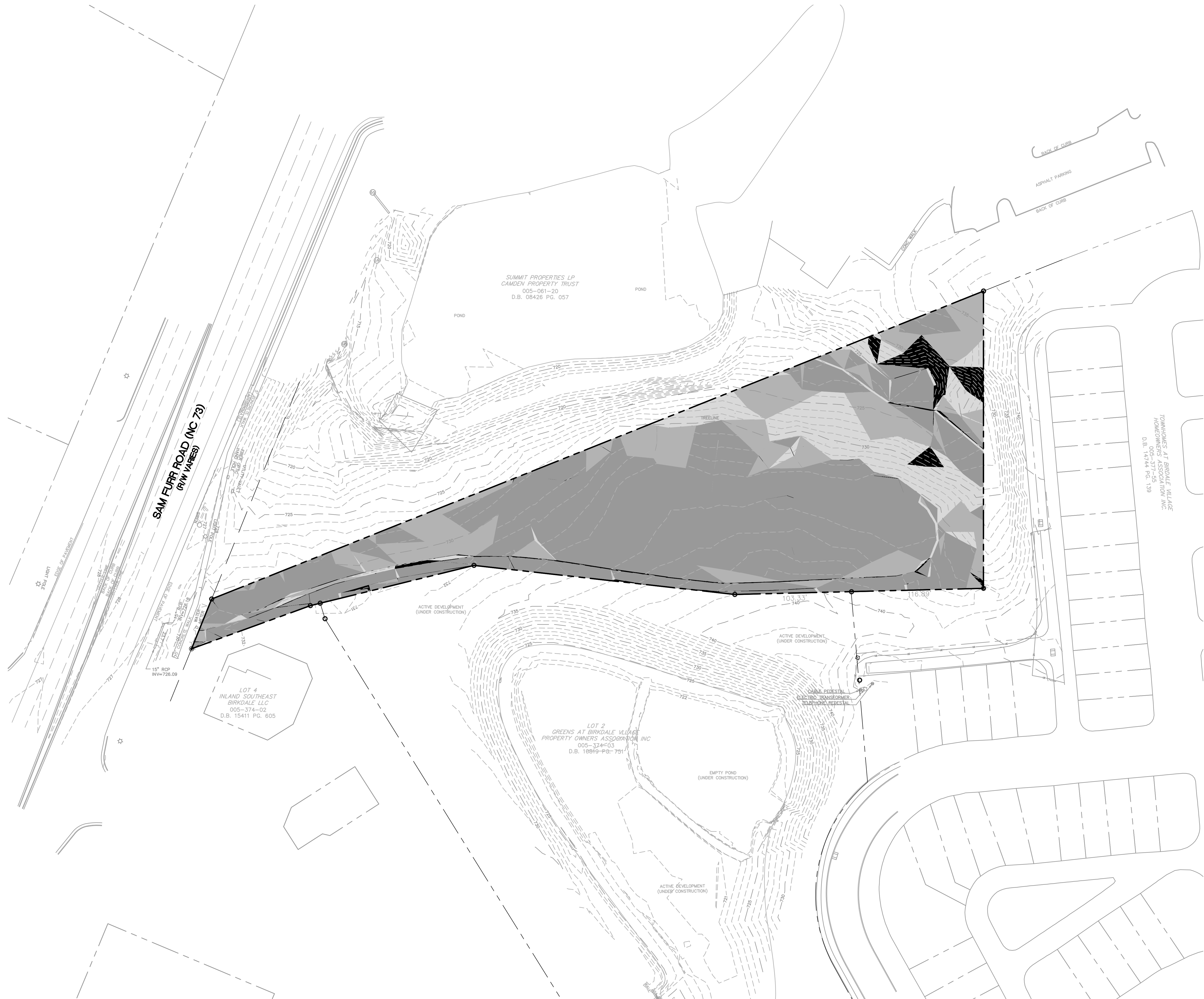
07/10/17 - TOH AND MECK. CO. COMMENT



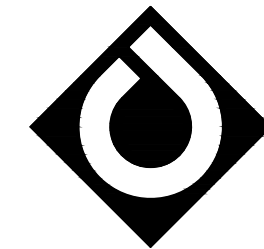
# RZ5.0

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**PETITION #: R17-04**







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## NICKEL DEVELOPMENT GROUP, LLC

19520 WEST CATAWBA AVENUE  
SUITE #200  
CORNELIUS, NC 28031

## SAM FURR SENIOR APARTMENTS

REZONING  
8521 SAM FURR ROAD  
HUNTERVILLE, NC 28078

## REZONING SECTIONS

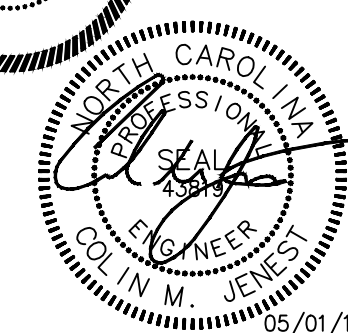
Project No.

4536

Issued

05/01/17

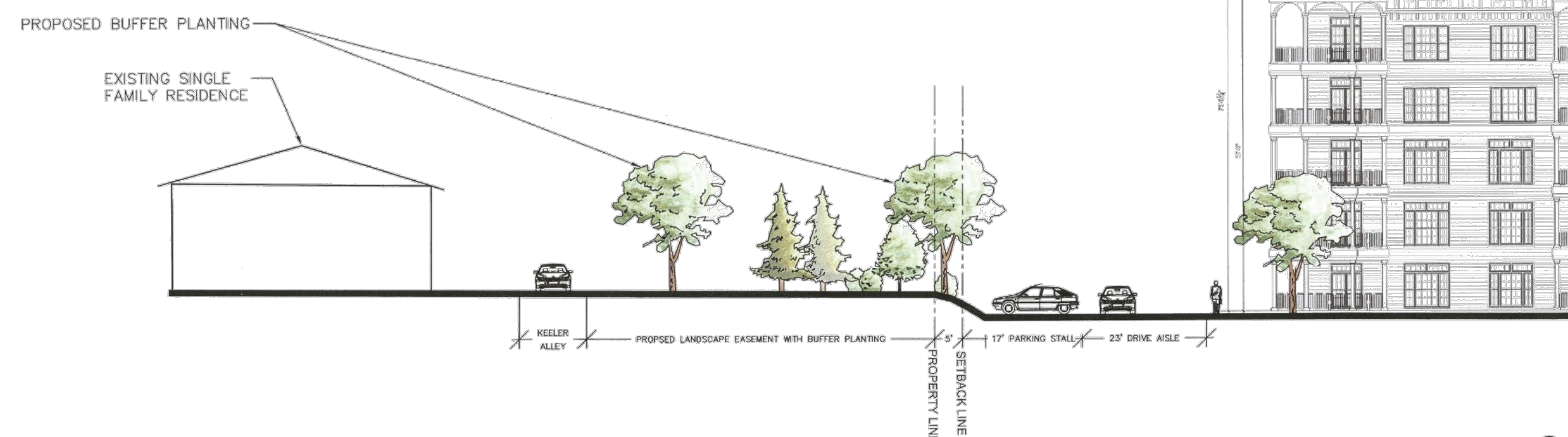
Revised



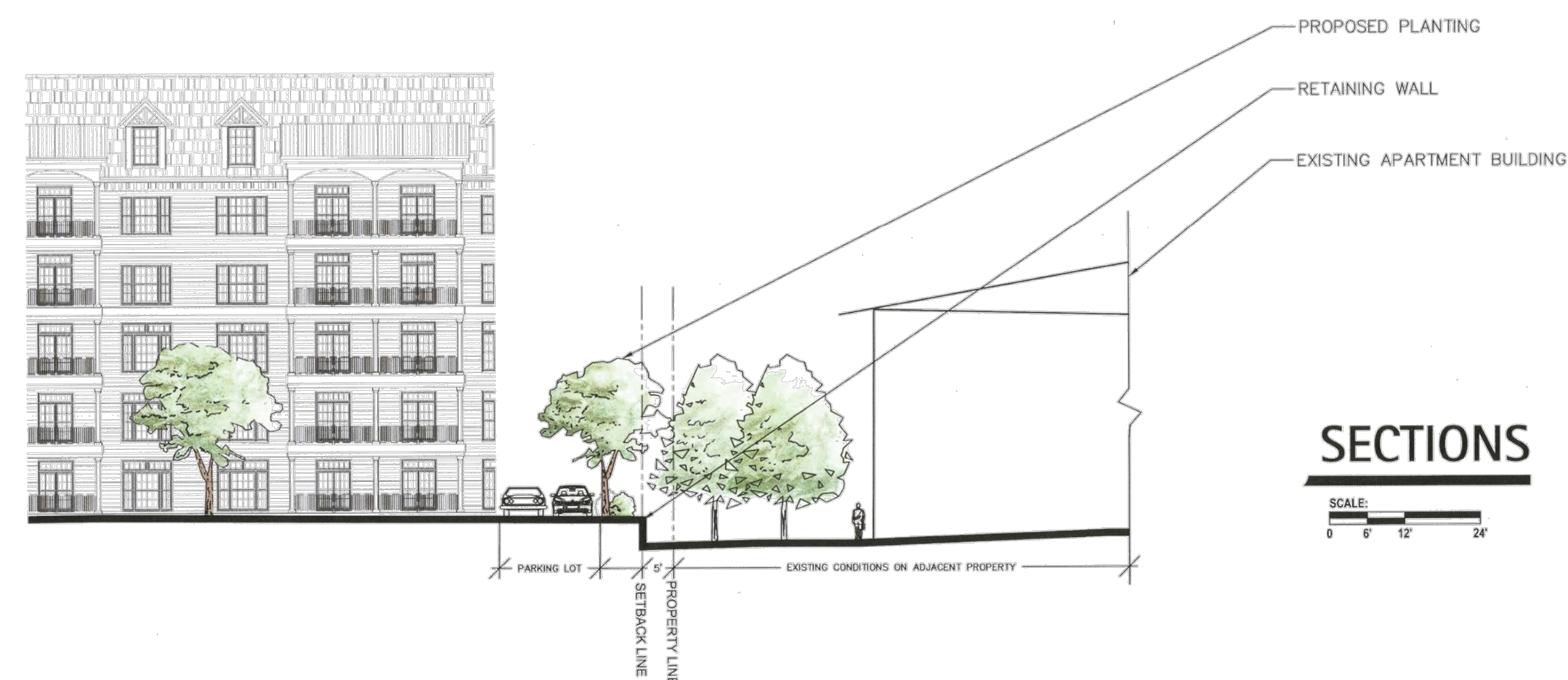
### Section A



### Section B

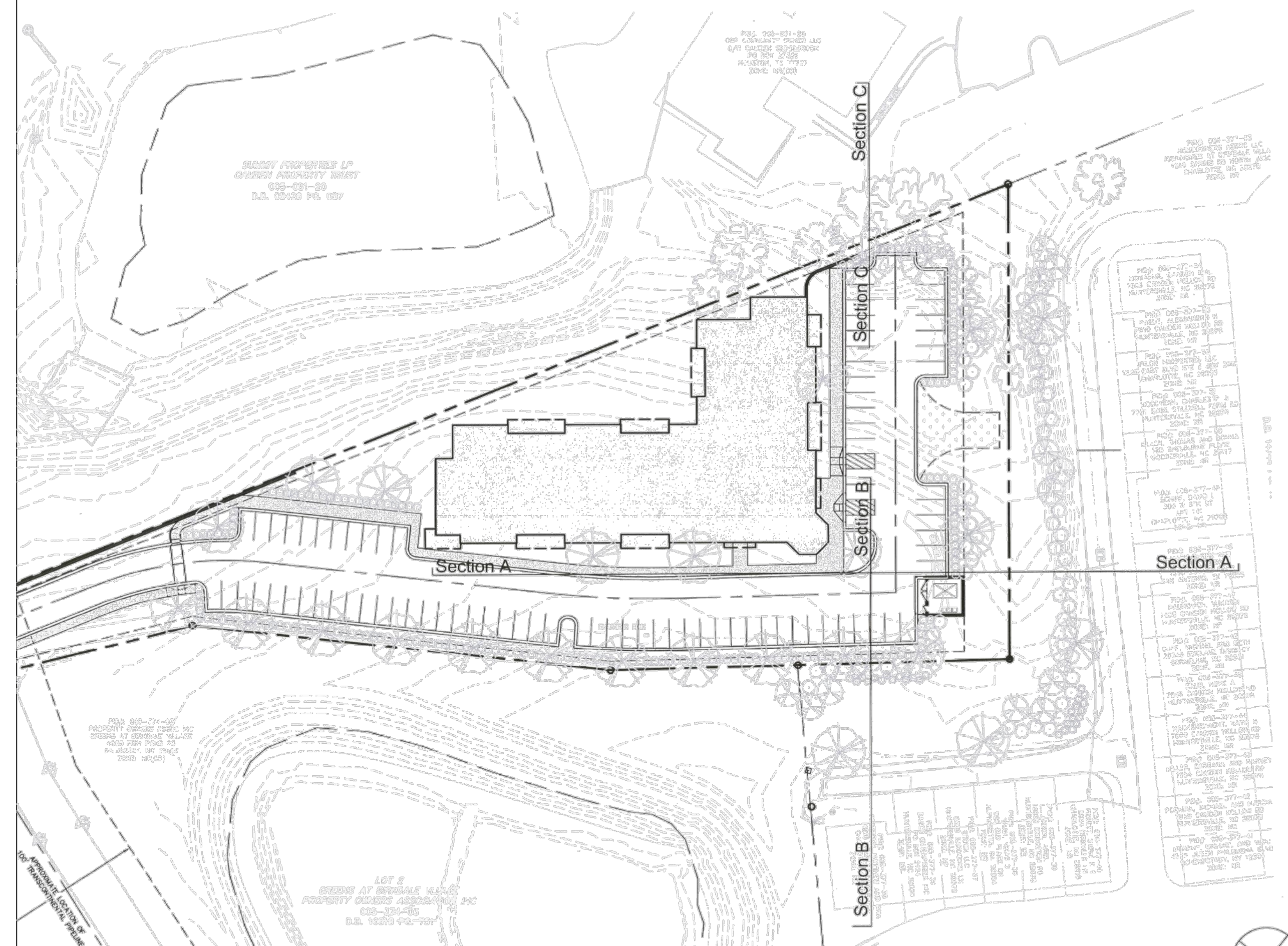


### Section C



### SECTIONS

SCALE:  
0 6' 12' 24'



SCALE:  
0 25' 50' 100'

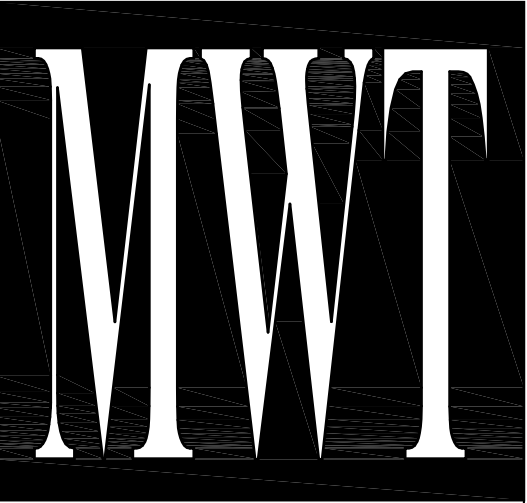
## RZ6.0

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PETITION #: R17-04



[illegible]

ARCHITECTURE  
URBAN PLANNING  
INTERIORS  
HOTELS/ HOUSING/ MIXED USE  
1800.630.3750

WARNING  
IT IS A VIOLATION OF THE LAW FOR ANY  
PERSON, UNLESS ACTING UNDER THE  
DIRECTION OF THE ARCHITECT OR ENGINEER,  
TO ALTER OR REPRODUCE THESE DRAWINGS  
IN ANY WAY.

## SENIOR HOUSING

SAM FURR RD  
HUNTERSVILLE, NC

PROJECT NO.:
DATE: 1/10/2017
DRAWN BY: LF
CHKD. BY: DE

## ELEVATIONS

SHEET A301



1 FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

**IMPORTANT NOTICE TO ALL CONTRACTORS AND OR SUBCONTRACTORS: (COMPLETE BUILDING SYSTEMS AND OR INSTALLATIONS)**

- IF AWARDED A CONTRACT FOR ANY PORTION OF WORK NEEDED TO COMPLETE THIS PROJECT YOU ARE AGREEING TO THE FOLLOWING TERMS:**
1. YOU ARE A QUALIFIED CONTRACTOR AND OR SUBCONTRACTOR SPECIFICALLY IN PROVIDING A COMPLETE TURNKEY SERVICE IN YOUR TRADE OR PROFESSION FOR THE TYPE OF WORK AND SCOPE FOR THIS PROJECT.
2. YOUR BID INCLUDES ALL THE FEES, PROCESSES, MATERIALS, PRODUCTS, GOVERNING PERMITS AND APPROVALS NECESSARY TO PROVIDE A COMPLETE AND WARRANTED SYSTEM OR INSTALLATION THAT DOES NOT REQUIRE ANOTHER CONTRACTOR OR PRODUCT TO COMPLETE YOUR SCOPE OF WORK.
3. YOU AGREE TO PROVIDE A COMPLETE DESIGN BUILD SOLUTION BASED ON THE ARCHITECT'S INTENDED DESIGN FOR THIS PROJECT.
4. YOUR BID MUST HAVE INCLUDED ANY DESIGN INFORMATION REFERENCED WITHIN ANY ARCH, ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND OR PLUMBING DRAWINGS; ALSO NOTE THESE DRAWINGS ARE SCHEMATIC AND ARE INTENDED TO SHOW ONLY BASIC CONCEPTS AND GENERAL INFORMATION. THE COMPLETION OF YOUR BID MUST INCLUDE OTHER THINGS, PROCESSES, MATERIALS, PRODUCTS, LABOR, GOVERNING PERMITS AND OR APPROVALS NECESSARY TO PROVIDE A COMPLETE SYSTEM INSTALLATION WHETHER SUGGESTED ON THE DRAWINGS OR NOT.
5. ALL MATERIALS AND OR TASKS LIKE: FIVE CAULS, DRAFT STOPS, FASTENERS, ANCHORS, EMBEDMENTS, DUMPSIES, DEBRIS CLEAN UP, ETC. ARE YOUR RESPONSIBILITY. ANY WORK NOT COMPLETED IN A TIMELY MANNER, OR INCOMPLETE WORK WILL BE BILLED BACK TO THE CONTRACTOR AND OR SUBCONTRACTOR, AT THE OWNER'S DISCRETION.



May 4, 2017

Nickel Development Group, LLC.  
Jake Palillo  
19520 W. Catawba Ave, #200  
Cornelius, NC 28031

**Re: Adequate Public Facilities (APF) Application – Sam Furr Senior Apartment (File #2017-11)**

Dear Mr. Palillo:

The Town has completed its review of the above referenced APF Application and deemed it to be complete, per Article 13.6.3 of the Zoning Ordinance. Based upon your request for an allocation of capital facilities for the above-referenced development proposal, consisting of 78 Multi-family homes. I am issuing a "Determination of Adequacy (DOA)" for the following public facilities:

- Fire Vehicles
- Fire Facilities
- Police Facilities
- Police Vehicles
- Indoor Park & Recreation Facilities
- Parks Acreage

Please be advised that this DOA is valid for one (1) year, or until May 4, 2018, by which date this development proposal must have achieved vesting, per Section 2.2 of the Zoning Ordinance.

Please feel free to contact me with any questions @ [brichards@huntersville.org](mailto:brichards@huntersville.org) or by phone: (704) 766-2218.

Sincerely,

A handwritten signature in black ink that reads "Brian Richards".

Brian Richards  
GIS Administrator

Cc: Jack Simoneau, AICP, Planning Director  
Gerry Vincent, Assistant Town Manager  
Robert Blythe, Town Attorney

COMMUNITY MEETING REPORT  
**Sam Furr Senior Apartments Rezoning**  
**Petitioner: Nickel Development Group, LLC**  
Rezoning Petition No. R17-04

This Community Meeting Report is being filed with the Office of the Town Clerk and the Town of Huntersville Town and Planning Boards pursuant to the provisions of the Town of Huntersville Zoning Ordinance.

**PERSONS AND ORGANIZATIONS CONTACTED WITH DATE AND EXPLANATION OF HOW CONTACTED:**

A representative of the Petitioner mailed a written notice of the date, time and location of the Community Meeting to the individuals and organizations set out on Exhibit A attached hereto by depositing such notice in the U.S. mail on June 30, 2017. A copy of the written notice is attached hereto as Exhibit B.

**DATE, TIME AND LOCATION OF MEETING:**

The Community Meeting was held on Wednesday, July 12, 2017 at 6:30 p.m. to 7:30 p.m. at the Huntersville Town Hall Board Room, located at 101 Huntersville-Concord Road, Huntersville, NC 28078.

**PERSONS IN ATTENDANCE AT MEETING (see attached copy of sign-in sheet):**

The Community Meeting was attended by those individuals identified on the sign-in sheet attached hereto as Exhibit C. The Petitioner was represented at the Community Meeting by Jake Palillo and Stacey Caldwell from Nickel Development, LLC, and Mark McAuley and Colin Jenest from ColeJenest & Stone, P.A.

**SUMMARY OF PRESENTATION/DISCUSSION:**

The Petitioner and Petitioner's agents welcomed the neighbors to the meeting. Mr. Palillo provided an overview of the project and the current rezoning request, including the proposed site plan, building type and information regarding the previously approved site re-zoning that occurred in January 2009. Mr. Palillo provided background information about his company and addressed questions regarding the site plan. A list of comments and questions posed by the neighbors and the Petitioner's responses include:

1. The site as configured does not appear to provide adequate parking.  
*The petitioner agreed to look at providing additional parking as the site constraints will allow. The petitioner will attempt to increase parking by providing a number of compact spaces throughout the site.*
2. What will be the rentable rates for the apartment units?  
*The petitioner indicated rates have not been set for the units, however he indicated the rents will be market-rate or above.*
3. Where is the landscape buffer located and where is the reduction in width being requested?  
*The petitioner indicated any existing vegetation located in the townhome's common open space will not be disturbed. The petitioner noted that we are requesting a zoning modification to reduce the buffer width from 30' to 25' at the rear of the property and from 30' to 5' along the*

*eastern and western property boundaries. Subsequently, the Town has provided further clarification regarding the buffer width, indicating that the Ordinance requires 20' around the perimeter of the property. The petitioner will no longer be requesting a modification for the rear buffer width, however will still pursue a reduction to the eastern and western buffers to be 5' wide. Furthermore, the petitioner agreed to provide supplemental landscaping within the adjacent property's common open space subject to an agreement with the homeowner's association.*

4. Is there an opportunity to reconfigure the trash enclosure location?  
*The petitioner agreed to look at re-locating the trash enclosure to the end of the parking lot in the northwest corner of the site.*
5. Concerns regarding access to the subject site via the adjacent neighborhood (i.e. apartment residents traversing through the townhome properties to access Birkdale Village).  
*The petitioner noted that due to the elevation differences between the site and existing vegetation, the likelihood of seniors creating a path through this area is doubtful. The petitioner noted that we would look at an option to install a fence to prevent cross-access between the subject site and adjacent townhome community. Additionally, the petitioner noted he is working with the natural gas company to construct a path at the front of the property to provide apartment residents' access to Birkdale Village. This path will be located within the natural gas easement and will not encroach upon the adjacent townhome properties.*
6. Concerns regarding the building roof design (pitch & color) related to the current Birkdale Village architecture.  
*The petitioner noted he would meet with the adjacent homeowner associations to discuss the architecture in further detail.*
7. Frustration with visitors of Birkdale Village parking on streets within their townhome neighborhood.  
*Brian Richards with the Town of Huntersville requested contact information for the homeowner associations to facilitate a meeting between the neighborhood and Town of Huntersville Public Works Departments to review and resolve issues related to parking within the townhome community.*

The Petitioner and Petitioner's agents provided their contact information to the meeting attendees in the event they have additional questions.

#### **CHANGES MADE TO PETITION AS A RESULT OF THIS MEETING:**

The Petitioner and Petitioner's agent are reviewing comments and questions generated during the community meeting and will attempt to revise the layout and design as site constraints allow. Potential plan revisions may include, but are not limited to, number of parking spaces, supplemental planting in common open space, relocation of the dumpster enclosure, and architectural roof design.

Respectfully submitted, this 25th day of July, 2017.

cc: Mayor of the Town of Huntersville  
Members of the Huntersville Town Board  
Members of the Huntersville Planning Board  
Jack Simoneau, Huntersville Planning Department  
Brian Richards, Huntersville Planning Department  
Gerry Vincent, Huntersville Interim Town Manager  
Janet Pierson, Huntersville Town Clerk  
Jake Palillo, Nickel Development, LLC

Stacy Caldwell, Nickel Development, LLC  
Mark McAuley, ColeJenest & Stone  
Colin Jenest, ColeJenest & Stone

EXHIBIT A										
PARCEL ID	OWNER NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	PROPERTY ADDRESS	LEGAL DESCRIPTION	DEED BOOK	DEED PAGE	LAND AREA
00506120A	CSP COMMUNITY OWNER LLC,  C/O CAMDEN SEDGEBROOK,	PO BOX 27329 HOUSTON TX 77227	HOUSTON	TX	77227	16705 REDCLIFF DR HUNTERSVILLE	NA	24145	366	23.38 AC
00506120A	CSP COMMUNITY OWNER LLC,  C/O CAMDEN SEDGEBROOK,	PO BOX 27329 HOUSTON TX 77227	HOUSTON	TX	77227	16705 REDCLIFF DR HUNTERSVILLE	NA	24145	366	23.38 AC
00506120B	C/O CAMDEN SEDGEBROOK,  CSP COMMUNITY OWNER LLC,	PO BOX 27329 HOUSTON TX 77227	HOUSTON	TX	77227	SAM FURR RD CORNELIUS	NA	24145	366	2.1 AC
00537401	NICKEL DEVELOPMENT GROUP LLC,	19520 WEST CATAWBA AV #200 CORNELIUS NC 28031	CORNELIUS	NC	28031	8521 SAM FURR RD HUNTERSVILLE	NA	24678	40	2.02 AC
00537402	C/O DEVELOPERS REALTY CORP,  DDRTC BIRKDALE VILLAGE LLC,	3300 ENTERPRISE PARKWAY BEACHWOOD OH 44122	BEACHWOOD	OH	44122	16725 BIRKDALE COMMONS PY HUNTERSVILLE	L4 M39-183	21859	546	4.828 AC
00537403	GREENS AT BIRKDALE VILLAGE, PROPERTY OWNERS ASSOC INC	4055 FISH POND RD SALISBURY NC 28146	SALISBURY	NC	28146	TOWNLEY RD HUNTERSVILLE	L2 M29-688	10819	751	3.82 AC
00537413	KOPCZYNSKI, MICHAEL ANDREW	16870 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16870 BRIDGETON LN HUNTERSVILLE	L114 M32-168	24360	694	0.056 GIS Acres
00537414	JONES, GARY L JONES, SHERI	16866 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16866 BRIDGETON LN HUNTERSVILLE	L115 M32-168	30850	227	0.033 GIS Acres
00537415	BOWDEN, JAMES W III	16862 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16862 BRIDGETON LN HUNTERSVILLE	L116 M32-168	11319	185	0.034 GIS Acres
00537442	COOPER, TERRI L	17312 VILLANOVA RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	17312 VILLANOVA RD HUNTERSVILLE	L111 M32-168	11197	594	0.034 GIS Acres
00537443	SHIRLEY A RANSON REVOCABLE, TRUST RANSON, SHIRLEY A	17308 VILLANOVA RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	17308 VILLANOVA RD HUNTERSVILLE	L112 M32-168	27937	443	0.035 GIS Acres
00537444	BISHOP, WAYNE BISHOP, SHIRLEY	439 FAIRWAY LN #B SPRUCE PINE NC 28777	SPRUCE PINE	NC	28777	17304 VILLANOVA RD HUNTERSVILLE	L113 M32-168	11221	185	0.054 GIS Acres
00537445	MCQUILLAN, SHARON	1240 CRESCENT DR TARRYTOWN NY 10591	TARRYTOWN	NY	10591	17303 VILLANOVA RD HUNTERSVILLE	L82 M31-971	30562	988	0.055 GIS Acres
00537446	EDWARDS, MITZI M	17307 VILLANOVA RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	17307 VILLANOVA RD HUNTERSVILLE	L83 M31-971	14095	394	0.034 GIS Acres



00537447	MAQUIRE, DIANE MAQUIRE, MATTHEW	17311 VILLANOVA RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	17311 VILLANOVA RD HUNTERSVILLE	L84 M31-971	29412	624	0.034 GIS Acres
00537448	LEE, MARTIN B	2058 LAKE FOUNTAIN DR KATY TX 77494	KATY	TX	77494	17315 VILLANOVA RD HUNTERSVILLE	L85 M31-971	16041	125	0.034 GIS Acres
00537473	CATHMARCO SALES INC,	3877 BROOKLYN AVE SEAFORD NY 11783	SEAFORD	NY	11783	8365 BRICKLE LN HUNTERSVILLE	L78 M31-971	31241	488	0.034 GIS Acres
00537474	BALI DEVELOPMENT LLC,	PO BOX 3305 MOORESVILLE NC 28117	MOORESVILLE	NC	28117	8369 BRICKLE LN HUNTERSVILLE	L79 M31-971	29644	348	0.034 GIS Acres
00537475	JACKSON II, GILBERT N SHAFFER, MARY M	8373 BRICKLE LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	8373 BRICKLE LN HUNTERSVILLE	L80 M31-971	27730	618	0.033 GIS Acres
00537476	POTTER, JOAN E	8377 BRICKLE LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	8377 BRICKLE LN HUNTERSVILLE	L81 M31-971	17129	643	0.054 GIS Acres
00537490	TOWNHOMES AT BIRKDALE VILLAGE, HOMEOWNERS ASSOC INC	1819 SARDIS RD NORTH #330 CHARLOTTE NC 28270	CHARLOTTE	NC	28270	OAKPORT RD HUNTERSVILLE	C/A M31-213	14744	139	1.095 AC
00537491	TOWNHOMES AT BIRKDALE VILLAGE, HOMEOWNERS ASSOC INC	1819 SARDIS RD NORTH #330 CHARLOTTE NC 28270	CHARLOTTE	NC	28270	BRICKLE LN HUNTERSVILLE	C/A M31-971	14744	139	0.095 AC
00537492	C/O MD 10ATA1 CORP FAC,  FIFTH THIRD BANK,	38 FOUNTAIN SQUARE PLAZA CINCINNATI OH 45263	CINCINNATI	OH	45263	16719 BIRKDALE COMMONS PY HUNTERSVILLE	L4A M39-183	14949	125	0.124 AC
00537493	FIFTH THIRD BANK,  C/O MD 10ATA1 CORP FAC,	38 FOUNTAIN SQUARE PLAZA CINCINNATI OH 45263	CINCINNATI	OH	45263	16719 BIRKDALE COMMONS PY HUNTERSVILLE	L4B M39-183	14949	125	0.069 AC
00537718	PARSONS, SHANNON Y	16903 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16903 BRIDGETON LN HUNTERSVILLE	L23 M31-617	10976	230	0.054 GIS Acres
00537719	DUKE, BARBARA I	16907 BRIDGETONO LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16907 BRIDGETON LN HUNTERSVILLE	L24 M31-617	30293	853	0.034 GIS Acres
00537720	SANDERSON, YVONNE R	16911 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16911 BRIDGETON LN HUNTERSVILLE	L25 M31-617	24351	699	0.034 GIS Acres
00537721	POPE, ELIZABETH	16915 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16915 BRIDGETON LN HUNTERSVILLE	L26 M31-617	21422	485	0.034 GIS Acres
00537722	VONCANNON, CHRISTOPHER K	10024 ROOSEVELT DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16919 BRIDGETON LN HUNTERSVILLE	L27 M31-617	22910	209	0.034 GIS Acres

00537723	HANSEN, BRYCE N	17036 CARLTON WAY RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16923 BRIDGETON LN HUNTERSVILLE	L28 M31-617	30892	910	0.045 GIS Acres
00537724	Longbottom, Charles M	16931 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16931 BRIDGETON LN HUNTERSVILLE	L29 M31-617	17342	594	0.045 GIS Acres
00537725	BRODOFSKY, HILLARY	16936 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16935 BRIDGETON LN HUNTERSVILLE	L30 M31-617	29178	686	0.038 GIS Acres
00537726	MICHAEL, VASILIA MICHAEL, NICOLETTA M	16939 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16939 BRIDGETON LN HUNTERSVILLE	L31 M31-617	29939	196	0.041 GIS Acres
00537727	DINEEN, BRIAN	16943 BRIDGETON LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16943 BRIDGETON LN HUNTERSVILLE	L32 M31-617	19717	722	0.049 GIS Acres
00537728	Townhomes at Birkdale Village, Homeowners Assoc Inc	1819 SARDIS RD NORTH #330 CHARLOTTE NC 28270	CHARLOTTE	NC	28270	BRIDGETON LN HUNTERSVILLE	COS M37-931	14744	139	0.123 AC
00537735	PETERSON, ANA C PETERSON, MATTHEW D	4216 OVERLOOK COVE RD CHARLOTTE NC 28216	CHARLOTTE	NC	28216	16944 BRIDGETON LN HUNTERSVILLE	L33 M31-859	18064	863	0.069 GIS Acres
00537736	BASCO ENTERPRISES INC,	PO BOX 2124 HUNTERSVILLE NC 28070	HUNTERSVILLE	NC	28070	16940 BRIDGETON LN HUNTERSVILLE	L34 M31-859	30894	452	0.035 GIS Acres
00537737	BTOWN LLC,	8338 SANDOWNE LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16936 BRIDGETON LN HUNTERSVILLE	L35 M31-859	29326	120	0.034 GIS Acres
00537738	SHAH, VIKAS S	980 OLD PLACE DR ALPHARETTA GA 30004	ALPHARETTA	GA	30004	16932 BRIDGETON LN HUNTERSVILLE	L36 M31-859	23768	570	0.034 GIS Acres
00537739	AKRON, ARIEL	16928 BRIDGETON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	16928 BRIDGETON LN HUNTERSVILLE	L37 M31-859	25187	457	0.034 GIS Acres
00537740	PRUETT, STEVE K II	8834 KIRKVILLE LN CHARLOTTE NC 28216	CHARLOTTE	NC	28216	16924 BRIDGETON LN HUNTERSVILLE	L38 M31-859	22332	735	0.054 GIS Acres
00537741	MURPHY, VIKKI A MURPHY, MICHAEL	4225 QUEEN PHILOMENA BV SCHENECTADY NY 12304	SCHENECTADY	NY	12304	7962 CAMDEN HOLLOW RD HUNTERSVILLE	L39 M31-859	27643	854	0.040 GIS Acres
00537742	POZNIAK, MARCIA POZNIAK, MICHAEL	7958 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7958 CAMDEN HOLLOW RD HUNTERSVILLE	L40 M31-859	28973	670	0.035 GIS Acres
00537743	MILLER, BARBARA P MILLER, HARVEY D	7954 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7954 CAMDEN HOLLOW RD HUNTERSVILLE	L41 M31-859	29830	962	0.033 GIS Acres

00537744	HACKENBRACHT, KATIE N	7950 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7950 CAMDEN HOLLOW RD HUNTERSVILLE	L42 M31-859	28626	201	0.034 GIS Acres
00537745	DAUB, HOPE A	7946 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7946 CAMDEN HOLLOW RD HUNTERSVILLE	L43 M31-859	10919	361	0.033 GIS Acres
00537746	CUPP, BETH L CUPP, MICHAEL J	20345 ENCLAVE OAKS CT CORNELIUS NC 28031	CORNELIUS	NC	28031	7942 CAMDEN HOLLOW RD HUNTERSVILLE	L44 M31-859	17949	742	0.034 GIS Acres
00537747	PAUNOVICH, VUKASIN	7938 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7938 CAMDEN HOLLOW RD HUNTERSVILLE	L45 M31-859	28487	448	0.035 GIS Acres
00537748	VERNON, AMANDA DUDEK, MARK	1315 COYOTE PASS SAN ANTONIO TX 78258	SAN ANTONIO	TX	78258	7934 CAMDEN HOLLOW RD HUNTERSVILLE	L46 M31-859	18688	911	0.044 GIS Acres
00537749	SCHIFF, DAVID L	300 W 5TH ST APT 141 CHARLOTTE NC 28202	CHARLOTTE	NC	28202	7926 CAMDEN HOLLOW RD HUNTERSVILLE	L47 M31-859	16943	752	0.060 GIS Acres
00537750	BLACK, DONNA S BLACK, THOMAS R	169 SHELBURNE PLACE MOORESVILLE NC 28117	MOORESVILLE	NC	28117	7922 CAMDEN HOLLOW RD HUNTERSVILLE	L48 M31-859	26754	812	0.033 GIS Acres
00537751	MCGOVERN, CHARLES P III	7701 BABE STILLWELL FARM RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7918 CAMDEN HOLLOW RD HUNTERSVILLE	L49 M31-859	11692	902	0.033 GIS Acres
00537752	PILON PROPERTIES LLC,	1235 EAST BOULEVARD STE E BOX 268 CHARLOTTE NC 28203	CHARLOTTE	NC	28203	7914 CAMDEN HOLLOW RD HUNTERSVILLE	L50 M31-859	25918	502	0.034 GIS Acres
00537753	PASUT, ALESSANDRO H	7910 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7910 CAMDEN HOLLOW RD HUNTERSVILLE	L51 M31-859	30374	449	0.033 GIS Acres
00537754	MCMANUS, SHARON GAIL	7906 CAMDEN HOLLOW RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	7906 CAMDEN HOLLOW RD HUNTERSVILLE	L52 M31-617	13907	740	0.054 GIS Acres
00537755	TOWNHOMES AT BIRKDALE VILLAGE, HOMEOWNERS ASSOC INC	1819 SARDIS RD NORTH #330 CHARLOTTE NC 28270	CHARLOTTE	NC	28270	LOWELL AL HUNTERSVILLE	C/A M30-347	14744	139	0.575 AC
00917184	FAIRWAY BIRKDALE II LLC,	728 SHADES CREEK PKWY STE 210 BIRMINGHAM AL 35209	BIRMINGHAM	AL	35209	16627 BIRKDALE COMMONS PY HUNTERSVILLE	L1 M29-419	31723	227	7.923 AC
00917184	FAIRWAY BIRKDALE II LLC,	728 SHADES CREEK PKWY STE 210 BIRMINGHAM AL 35209	BIRMINGHAM	AL	35209	16627 BIRKDALE COMMONS PY HUNTERSVILLE	L1 M29-419	31723	227	7.923 AC
00917186	FAIRWAY BIRKDALE II LLC,	728 SHADES CREEK PKWY STE 210 BIRMINGHAM AL 35209	BIRMINGHAM	AL	35209	16639 BIRKDALE COMMONS PY HUNTERSVILLE	L2 M29-419	31723	227	0.576 AC

**EXHIBIT B**  
**NOTICE TO INTERESTED PARTIES OF A REZONING PETITION**  
**Petition # 17-04 – Sam Furr Senior Apartments**

Subject: Rezoning Petition No. 17-04

Petitioner/Developer: Nickel Development Group, LLC

Property: ± 2.05 acres located at 8521 Sam Furr Road Huntersville, NC 28078

Existing Zoning: HC(CD) (Highway Commercial (Conditional District))

Rezoning Request: HC(CD) (Highway Commercial (Conditional District))

**Date and Time of Meeting:** Wednesday, July 12, 2017 from 6:30 p.m. to 7:30 p.m.

Location of Meeting: Huntersville Town Hall – Board Room  
101 Huntersville-Concord Road  
Huntersville, NC 28078

Date of Notice: June 30, 2017

We are assisting Nickel Development Group, LLC (the "Petitioner") on a Rezoning Petition recently filed regarding a zoning change for approximately 2.05 acres (the "Site") located at 8521 Sam Furr Road Huntersville, NC 28078. We take this opportunity to furnish you with basic information concerning the Petition and to invite you to attend a Community Meeting to discuss it.

**Background and Summary of Request:**

This Petition involves a request to rezone the 2.05 acre Site from the HC(CD) (Highway Commercial (Conditional District)) zoning district to HC(CD) (Highway Commercial (Conditional District)). The subject property was originally re-zoned HC(CD) in January 2009 under the approved petition number R08-09 for a proposed Inn. The new rezoning plan proposes to maintain the current HC(CD) zoning and develop the Site as an age-restricted Multi-Family Residential use. The proposed building will have a minimum set back of 10' along Sam Furr Road and will provide a vegetated buffer between the Site and the adjacent residential properties to the north and east.

The Site is currently not developed.

The site plan associated with the Rezoning Petition proposes to develop the Site with one (1) residential multi-family building with a maximum of 78 units total.

For additional information, please visit the Town of Huntersville website – Current Projects page.  
<http://www.huntersville.org/Departments/Planning/CurrentProjectsMap/ProjectsList.aspx>

### **Community Meeting Date and Location:**

Mecklenburg County's records indicate that you are either a representative of a registered neighborhood organization or an owner of property near the site. **Accordingly, we are extending an invitation to attend the upcoming Community Meeting to be held Wednesday, July 12<sup>th</sup>, from 6:30 p.m. to 7:30 p.m. at the Huntersville Town Hall Board Room**, located at 101 Huntersville-Concord Road, Huntersville, NC 28078. Representatives of the Petitioner look forward to discussing this exciting rezoning proposal with you at the Community Meeting.

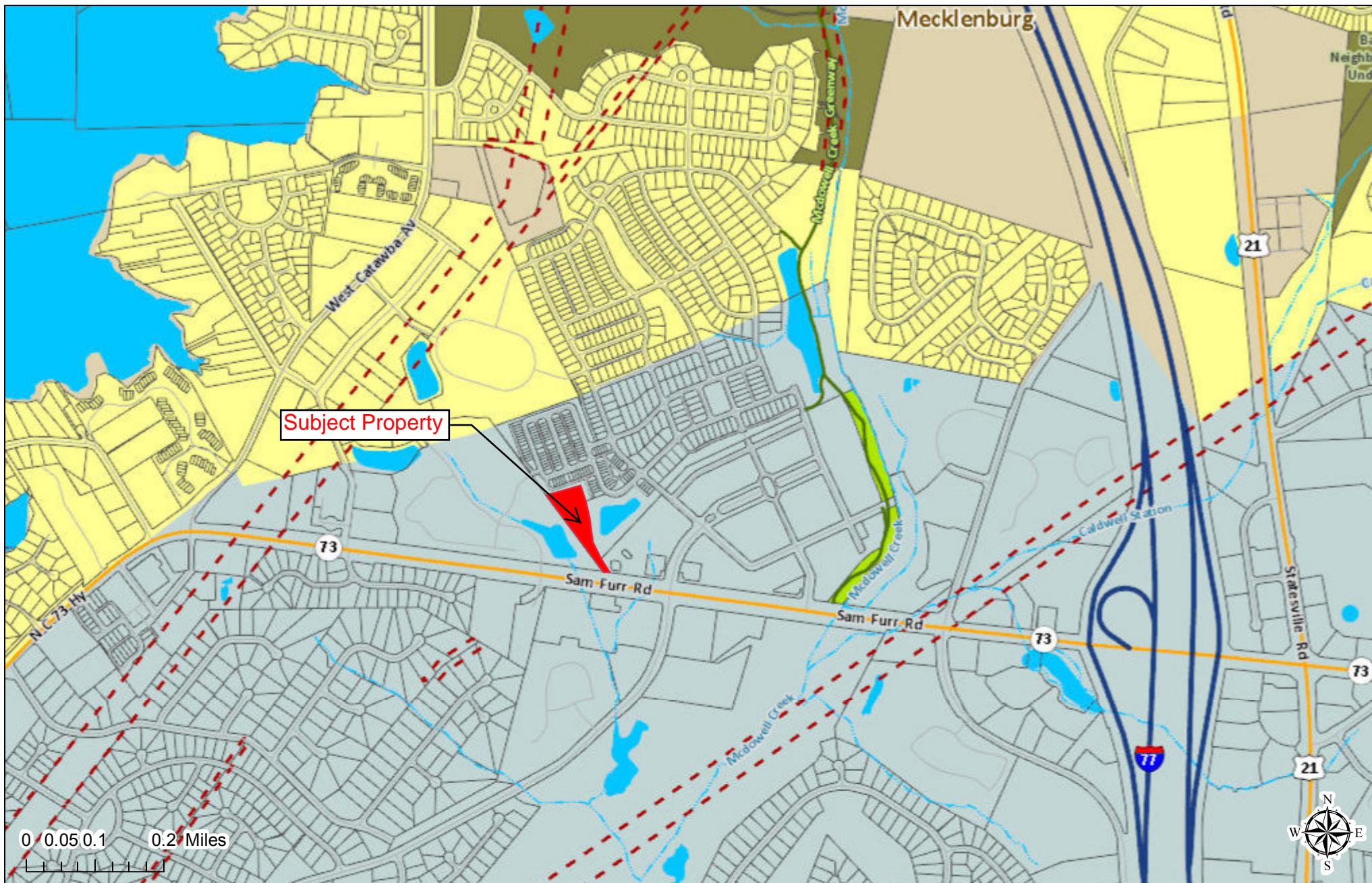
In the meantime, should you have any additional questions about this matter, you may call or email Colin Jenest at (704) 376-1555 or [cjenest@colejeneststone.com](mailto:cjenest@colejeneststone.com).

Thank you.

cc:     Members of the Huntersville Town Board  
          Members of the Huntersville Planning Board  
          Jack Simoneau, Huntersville Planning Department  
          Brian Richards, Huntersville Planning Department  
          Gerry Vincent, Huntersville Interim Town Manager  
          Janet Pierson, Huntersville Town Clerk  
          Jake Palillo, Nickel Development, LLC  
          Kevin Ammons, ColeJenest & Stone



# Polaris 3G Map – Mecklenburg County, North Carolina



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

**PETITIONER:** Nickel Development Group, LLC

Date: July 12<sup>th</sup>, 2017

EXHIBIT C

Please **PRINT CLEARLY.**

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Date: July 12<sup>th</sup>, 2017

Please **PRINT CLEARLY.**

[illegible]





URBAN  
DESIGN  
PARTNERS

1918-e6 central ave. # 704.334.3303  
charlotte, nc 28205 # 704.334.3305  
urbandesignpartners.com

Mr. Jake Pallo

19520 W. Catawba Ave  
Suite #313  
Cornelius, NC 28031

# Birkdale Inn

## Conditional Rezoning Plan

### Existing Features

8521 Sam Furr Road Huntersville, NC

NO.	DATE	BY	REVISIONS:
1	08/29/08	EJV	Per City Comments
2	10/10/08	EJV	Per City Comments
3	11/17/08	EJV	Per City Comments

Project No: 08-042

Date: July, 2008

Designed by: udp

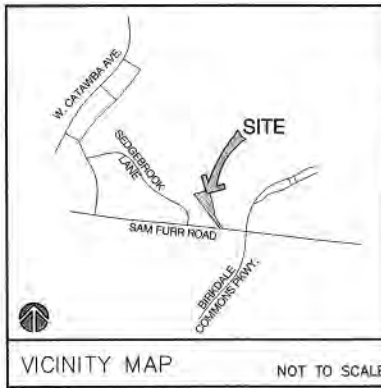
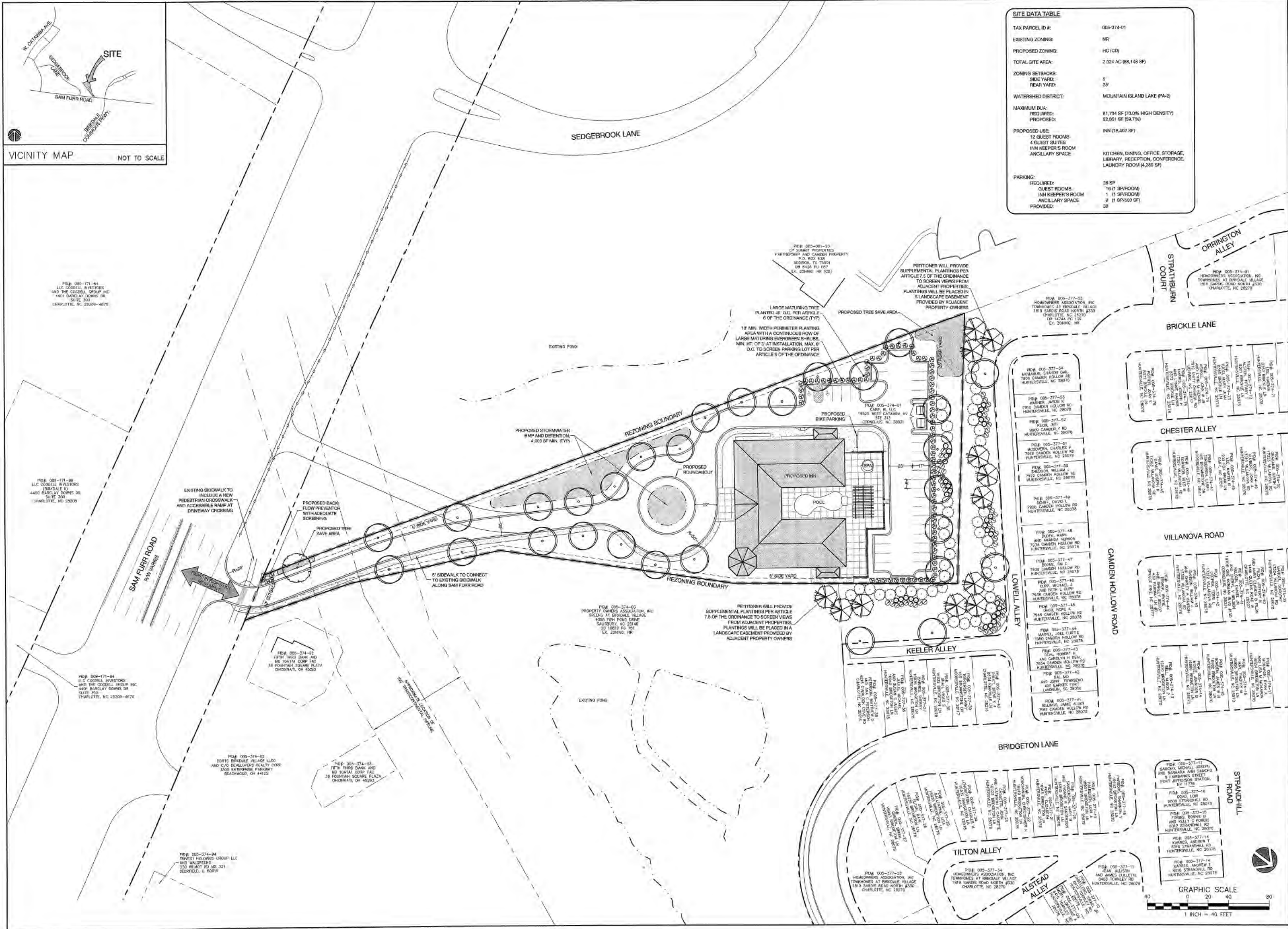
Drawn By: udp

Scale: 1"=40'

Sheet No:

# RZ-1





SITE DATA TABLE	
TAX PARCEL ID #:	005-374-01
EXISTING ZONING:	NR
PROPOSED ZONING:	HO (C)
TOTAL SITE AREA:	2.024 AC (88,148 SF)
ZONING SETBACKS:	
SIDE YARD:	5'
REAR YARD:	25'
WATERSHED DISTRICT:	MOUNTAIN ISLAND LAKE (PA-2)
MAXIMUM BUA:	
REQUIRED:	81,704 SF (70.0% HIGH DENSITY)
PROPOSED:	52,851 SF (59.7%)
PROPOSED USE:	INN (18,402 SF)
12 GUEST ROOMS	
4 GUEST SUITES	
INN KEEPER'S ROOM	
ANCILLARY SPACE	
KITCHEN, DINING, OFFICE, STORAGE, LIBRARY, RECEPTION, CONFERENCE, LAUNDRY ROOM (4,289 SF)	
PARKING:	
REQUIRED:	26 SP
GUEST ROOMS	16 (1 SP/ROOM)
INN KEEPER'S ROOM	1 (1 SP/ROOM)
ANCILLARY SPACE	9 (1 SP/500 SF)
PROVIDED:	30

URBAN DESIGN PARTNERS

1318-ei central ave. f 704.334.3305  
charlotte, nc 28205 f 704.334.3305  
urbandesignpartners.com

Mr. Jake Pallio

19520 W. Catawba Ave  
Suite #313  
Cornellus, NC 28031

# Birkdale Inn

## Conditional Rezoning Plan

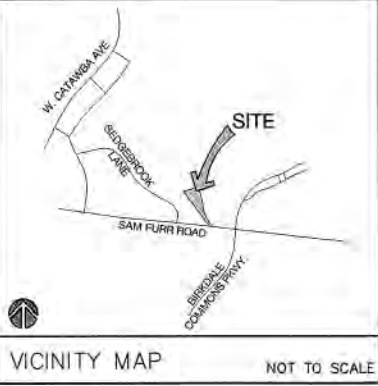
### Schematic Site Plan

8521 Sam Furr Road Huntersville, NC

NO.	DATE	BY:	REVISIONS:
1	09/29/08	EJV	Per City Comments
2	10/10/08	EJV	Per City Comments
3	11/11/08	EJV	Per City Comments

Project No. 08-042  
Date: July, 2008  
Designed by: udg  
Drawn by: udg  
Scale: 1"=40'  
Sheet No:

# RZ-2



DEVELOPMENT NOTES

1. GENERAL PROVISIONS

- a. Unless more stringent standards are established by the Schematic Site Plan or these Development Standards, all development standards established under the Town of Huntersville Zoning Ordinance (the "Ordinance") for the HC zoning district classification shall be followed in connection with development taking place on the Site.
- b. The configuration, placement and size of the buildings, parking areas, and other site elements depicted on the Schematic Site Plan are schematic in nature and may be altered or modified within the constraints defined by the Ordinance and by the development during design development and construction document phases.
- c. The area within the roundabout may be used as an aesthetic feature (fountain, green, etc.) or as a rain garden. This will be determined during the design development and construction document phase of design based on engineering requirements for the site.

2. PERMITTED USES

- The Site may be devoted only to the following use:
- (1) Inn with Inn Keeper's Suite, 16 Guest Rooms/Suites, and any ancillary or accessory uses such as kitchen and dining, conference room, library, etc.

3. SETBACKS, SIDE YARDS AND REAR YARDS

- a. Development of the Site shall comply with the setback, rear yard and side yard requirements established under the Ordinance for the HC zoning district as depicted or noted on the plan.
- b. The Petitioner has filed a Special Use Permit to allow a hotel (inn) use less than 250 feet from residential zones.

4. LANDSCAPE/BUFFER REQUIREMENTS

- a. Parking lot landscaping shall conform with the standards and treatments specified in Article 6 of the Ordinance.
- b. Due to the unique shape of the parcel and nature of the surrounding parcels, the Petitioner is requesting a waiver or variable width reduction of the required 30' buffer width along the side and rear yards as part of this Rezoning Petition. Required buffer plantings will be provided as shown on the Schematic Site Plan within a landscape easement on the adjacent properties.
- c. The Petitioner will provide buffer landscaping to screen the Inn from adjacent properties. Such screen plantings may be located on the project property or on adjacent property only with a landscape easement agreement between the Petitioner and adjacent property owners. All buffer landscaping will adhere to Article 7.5 of the Ordinance and will be massed near the tops of slopes so as to provide maximum screening effect.
- d. One specimen tree exists on site (30" tulip poplar). If a certified arborist deems the tree to be a quality tree in good health, the Petitioner will make reasonable attempts to save the tree during construction; however, if it is not feasible to save the tree, the Petitioner will contribute to the Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community as outlined in Article 7.4.2 (g) (2).

5. PARKING

- a. Off-street parking and loading will meet the minimum requirements set out in the Ordinance. The parking requirements are noted in the Development Summary.
- b. The alignment of internal vehicular circulation and driveways is preliminary and as a result has not been finalized and is subject to final design and engineering plans. Minor modification or alteration of these alignments may therefore take place during design development and construction phases.
- c. Bicycle parking will be provided on the Site as required by the Town of Huntersville parking requirements and standards.

6. SIGNS

- a. All signs placed on the Site will be permitted separately under Article 10 of the Town of Huntersville Zoning Ordinance.
- b. Detached signs will be ground mounted signs (pole signs are not allowed). The design of these signs will be architecturally compatible with buildings on the site through the use of the similar building materials and architectural styles.
- c. The use of neon in any sign is prohibited.
- d. No sign shall be permitted within the Sam Furr Road Right-of-Way or outside of the existing property boundary.

7. FIRE ACCESS

- The parking lot includes an integral hammer head designed to allow for fire truck turn-around access per Mecklenburg County standards.

8. STORM WATER

- a. Storm water runoff from the Site will be managed through proven techniques which satisfy the standards imposed by the Town or Mecklenburg County.
- b. The following agencies must be contacted prior to construction regarding wetland and water quality permits:
- (i) Section 401 Permit - NCDENR, Raleigh Office (919.733.1789)
- (ii) Section 404 Permit - US Army Corps of Engineers (704.271.4854)

9. GARBAGE

- a. Any dumpsters visible from a public street or from an adjoining parcel of land will be screened from view by a solid enclosure with gates and supplemental landscaping as needed. Materials for any enclosure shall be consistent with those of the principal structure.
- b. Garbage pick-up will be limited to the hours of 1 p.m. until 5 p.m. Monday thru Friday in order to limit noise disturbance to adjacent property owners.

10. UTILITIES

- a. No utilities or utility easements are currently shown as being located within the project property boundaries.
- b. Location of backflow preventors shall be coordinated with CMUD and the Town of Huntersville.
- c. All building-related utilities and mechanical equipment will be located to the side or rear of the principal structure and will be screened from view.

11. SITE LIGHTING

- a. Lighting will be provided throughout the Site and shall be full cut-off type lighting fixtures.
- b. Site lighting will be limited to 20 feet in height.
- c. No "wall pak" lighting will be allowed, however architectural lighting on building facades, such as sconces, will be permitted. Such permitted architectural lighting must be downwardly directed, so as not to be angled greater than 45-degrees from vertical.

12. ARCHITECTURAL CONTROLS

- Building architecture shall follow the general form and style of the elevations submitted as part of this Rezoning Petition. However, the Petitioner reserves the right to make minor modifications as required by building standards or market conditions; such modifications must be approved by the Town Staff.

13. AMENDMENTS TO THE REZONING PLAN

- Future amendments to the Rezoning Plan and these Development Standards may be applied for by the then Owner or Owners of the applicable portion of the Site affected by such amendment in accordance with the provisions of Article 11.3 of the Ordinance.

14. BINDING EFFECT OF THE REZONING APPLICATION

- If this Rezoning Petition is approved, all conditions applicable to the development of the Site imposed under these Development Standards and the Schematic Site Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the Site and their respective heirs, devisees, personal representatives, successors in interest or assigns.



Mr. Jake Palillo

19520 W. Catawba Ave  
Suite #313  
Cornellius, NC 28031

# Birkdale Inn Conditional Rezoning Plan Development Notes

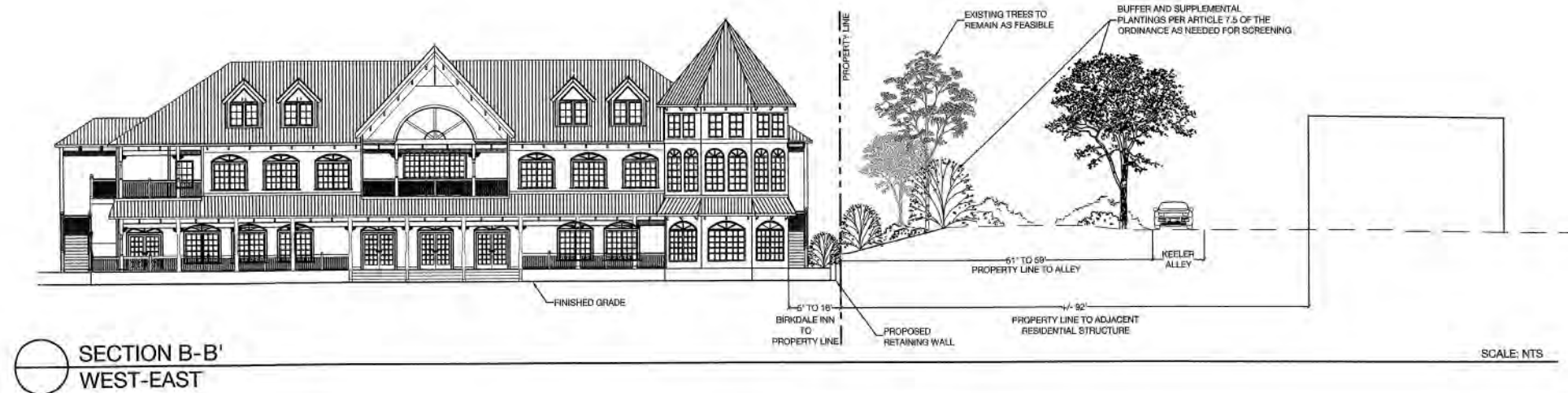
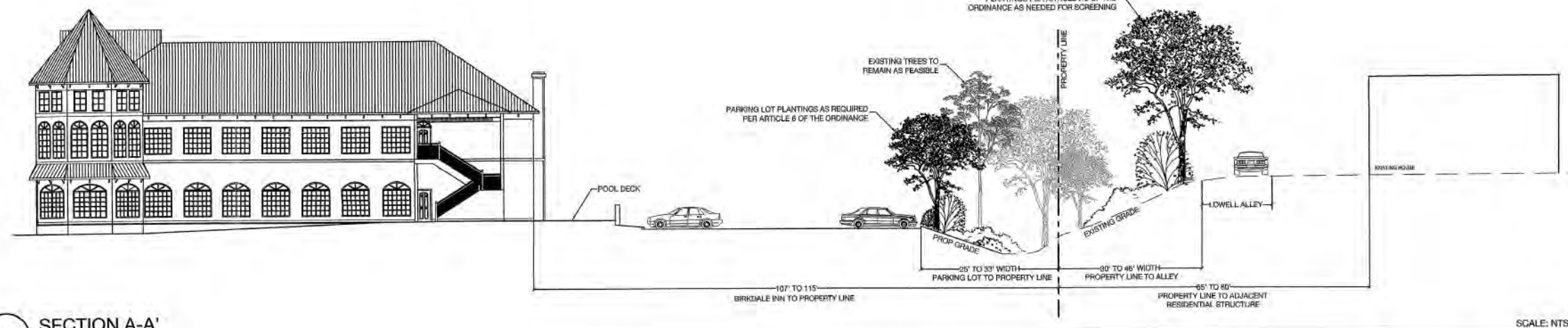
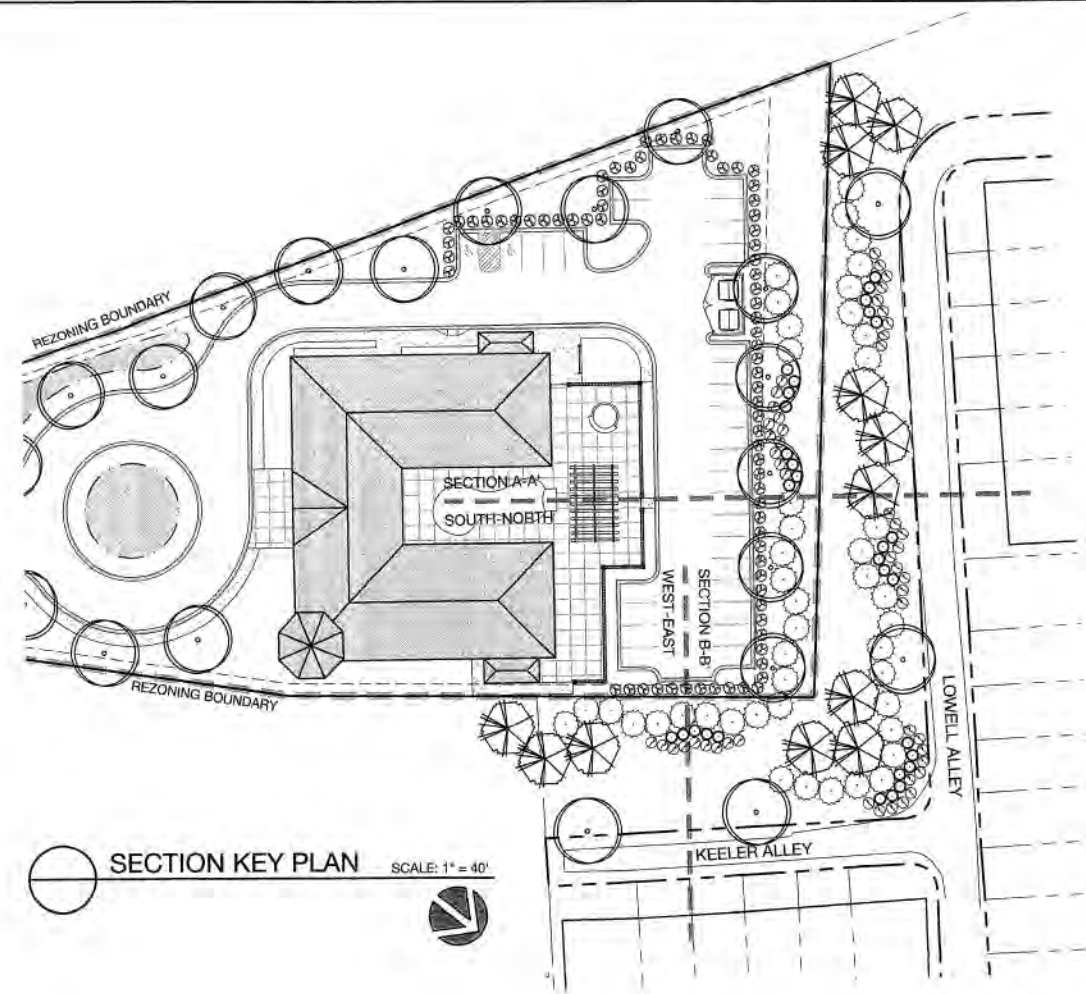
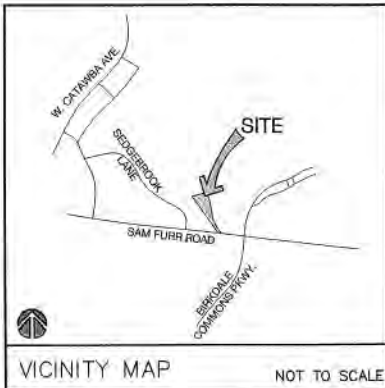
8521 Sam Furr Road Huntersville, NC

NO.	DATE	BY	REVISIONS
1	06/29/08	EW	Per City Comments
2	10/10/08	EW	Per City Comments
3	11/11/08	EW	Per City Comments

Project No: 08-002  
Date: July, 2008  
Designed by: udp  
Drawn By: udp  
Scale: 1"=40'  
Sheet No:

RZ-3





# Birkdale Inn Conditional Rezoning Plan Schematic Site Sections

8521 Sam Furr Road Huntersville, NC

NO.	DATE	BY:	REVISIONS:
1	09/26/08	EJV	Per City Comments
2	10/10/08	EJV	Per City Comments
3	11/11/08	EJV	Per City Comments



VICINITY MAP NOT TO SCALE

- T.O. ROOF 43'-0" A.F.F.
- T.O. ROOF 40'-1" A.F.F.
- T.O. DORMER 37'-0" A.F.F.

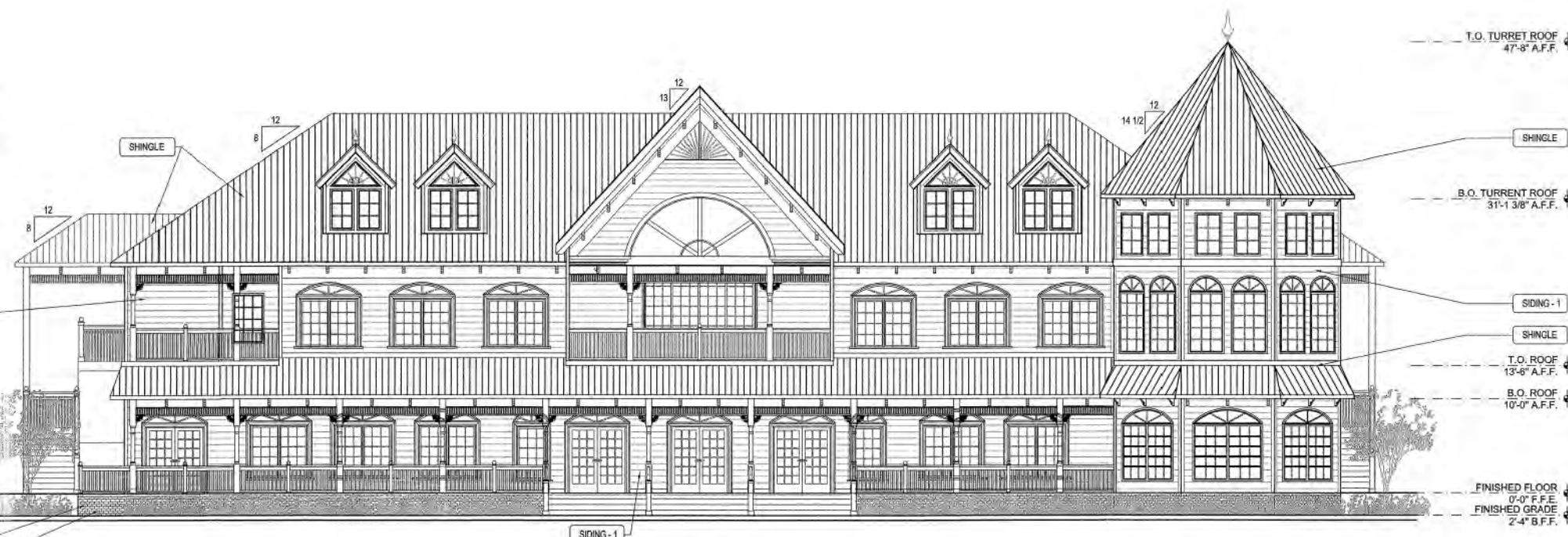
- B.O. DORMER 267'-5" A.F.F.
- SECOND FLOOR CEILING 24'-0" A.F.F. (10'-0" CEILING)

SIDING - 1

- SECOND FLOOR LEVEL 14'-0" A.F.F.

- FINISHED FLOOR 0'-0" F.F.E.
- FINISHED GRADE 2'-4" B.F.F.

- BRICK
- MORTAR



FRONT ELEVATION

SCALE: 1/8" = 1'

- T.O. TURRET ROOF 47'-8" A.F.F.

- T.O. ROOF 40'-1" A.F.F.

- T.O. STAIR ROOF 29'-6" A.F.F.

- SECOND FLOOR CEILING 24'-0" A.F.F. (10'-0" CEILING)

- SECOND FLOOR LEVEL 14'-0" A.F.F.

- BRICK
- MORTAR

- FINISHED FLOOR 0'-0" F.F.E.



REAR ELEVATION

SCALE: 1/8" = 1'

#### MATERIAL LEGEND

- SIDING - 1 Hardy Plank Siding: To Be Selected  
Coordinate with architect for specifications
- SHINGLE Asphalt Shingles: Contained Carriage House Shingle  
Coordinate with architect for color & specifications
- BRICK Base Brick: Color to be selected  
Coordinate with architect for specifications
- MORTAR Mortar Color:  
Coordinate with architect for specifications

\*\*\*Materials shown are shown for design concept only. All materials are to be approved on a separate submitted finish material board.



Mr. Jake Palillo

19520 W. Catawba Ave  
Suite #313  
Cornelius, NC 28031

## Birkdale Inn Conditional Rezoning Plan Schematic Building Elevations

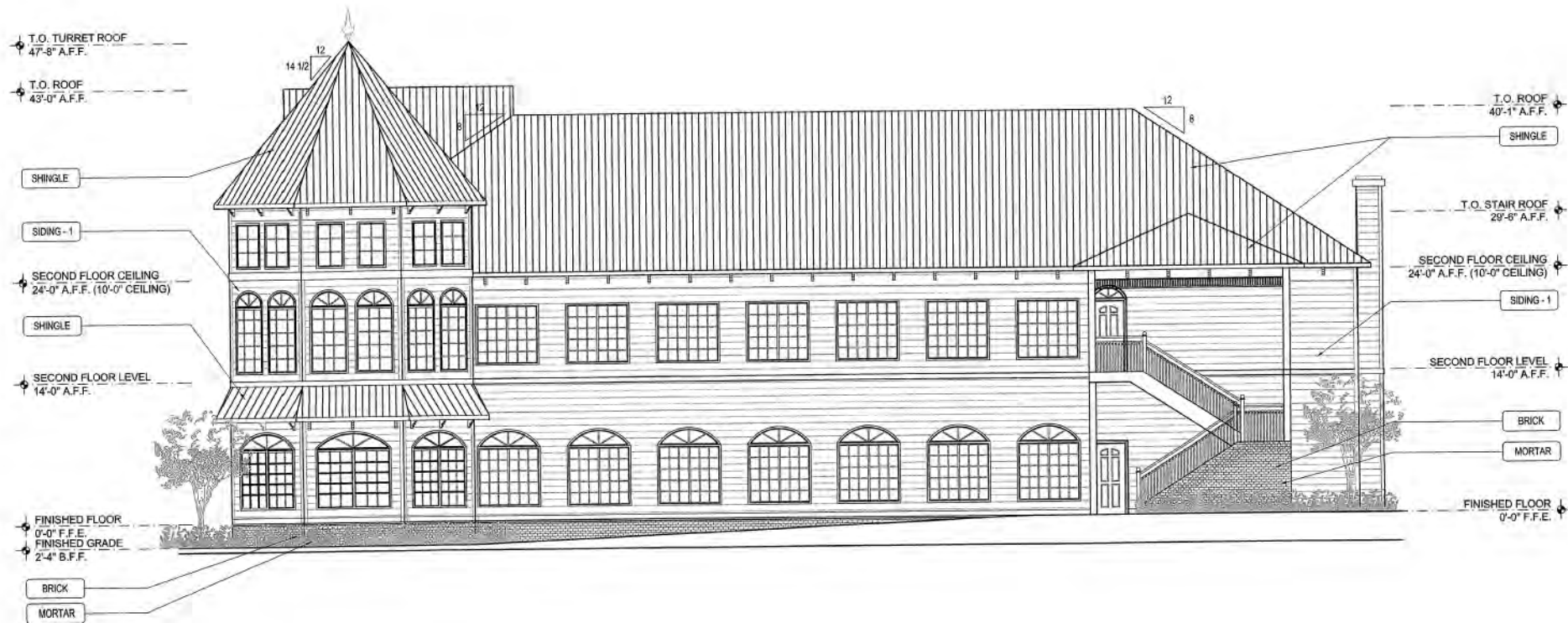
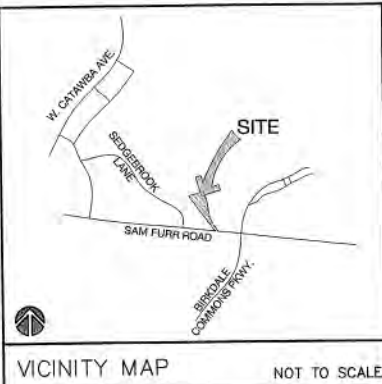
8521 Sam Furr Road Huntersville, NC

NO.	DATE	BY:	REVISIONS:
1	08/29/08	E/W	Per City Comments
2	10/10/08	E/W	Per City Comments
3	11/11/08	E/W	Per City Comments

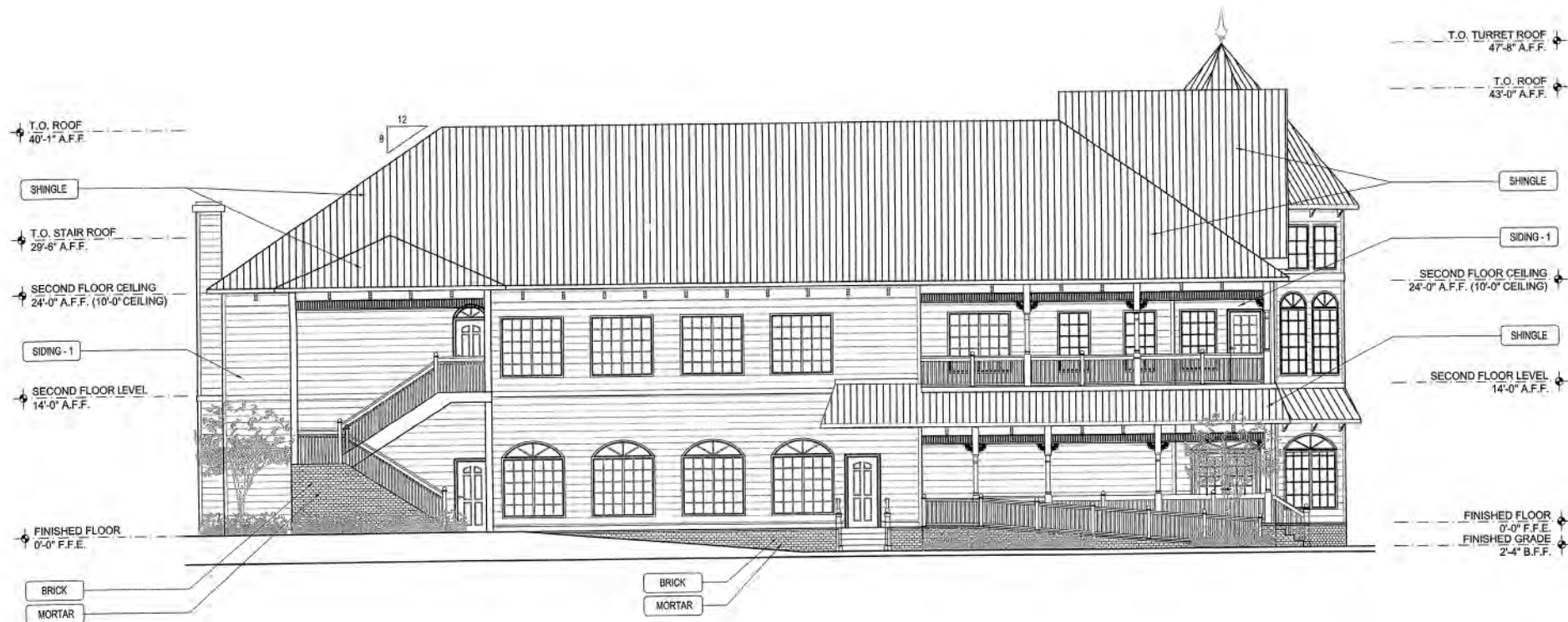
Project No: 08-042  
Date: July, 2008  
Designed by: udp  
Drawn By: udp  
Scale: 1" = 10'  
Sheet No:

RZ-5





RIGHT ELEVATION SCALE: 1/8" = 1'



LEFT ELEVATION SCALE: 1/8" = 1'

MATERIAL LEGEND			
SIDING - 1	Hardy Plank Siding: To Be Selected		
	-Coordinate with architect for specifications		
SHINGLE	Asphalt Shingle: CertainTeed Carriage House Shingle		
	-Coordinate with architect for color & specifications		
BRICK	Base Brick: Color to be selected		
	-Coordinate with architect for specifications		
MORTAR	Mortar Color:		
	-Coordinate with architect for specifications		

\*\*\*Materials shown are shown for design concept only. All materials are to be approved on a separate submitted finish material board.

# Birkdale Inn Conditional Rezoning Plan Schematic Building Elevations

8521 Sam Furr Road Huntersville, NC

NO.	DATE	BY:	REVISIONS:
1	09/29/08	EJV	Per City Comments
2	10/10/08	EJV	Per City Comments
3	11/11/08	EJV	Per City Comments

Project No: 08-042  
Date: July, 2008  
Designed by: udip  
Drawn By: udip  
Scale: 1" = 16'  
Sheet No:

RZ-6

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Brian Richards  
**Subject:** R17-07 503 S. Old Statesville Rd

---

Request by Charles Guignard to rezone 0.33 acres located at 503 S. Old Statesville Rd (south of Mt. Holly-Huntersville Rd.) from Neighborhood Residential Conditional District (NR-CD) to Neighborhood Residential (NR) to remove an existing multifamily overlay. Parcel ID # 01907202.

**ACTION RECOMMENDED:**

Call Public Hearing for Monday, August 7, 2017

**FINANCIAL IMPLICATIONS:**

n/a

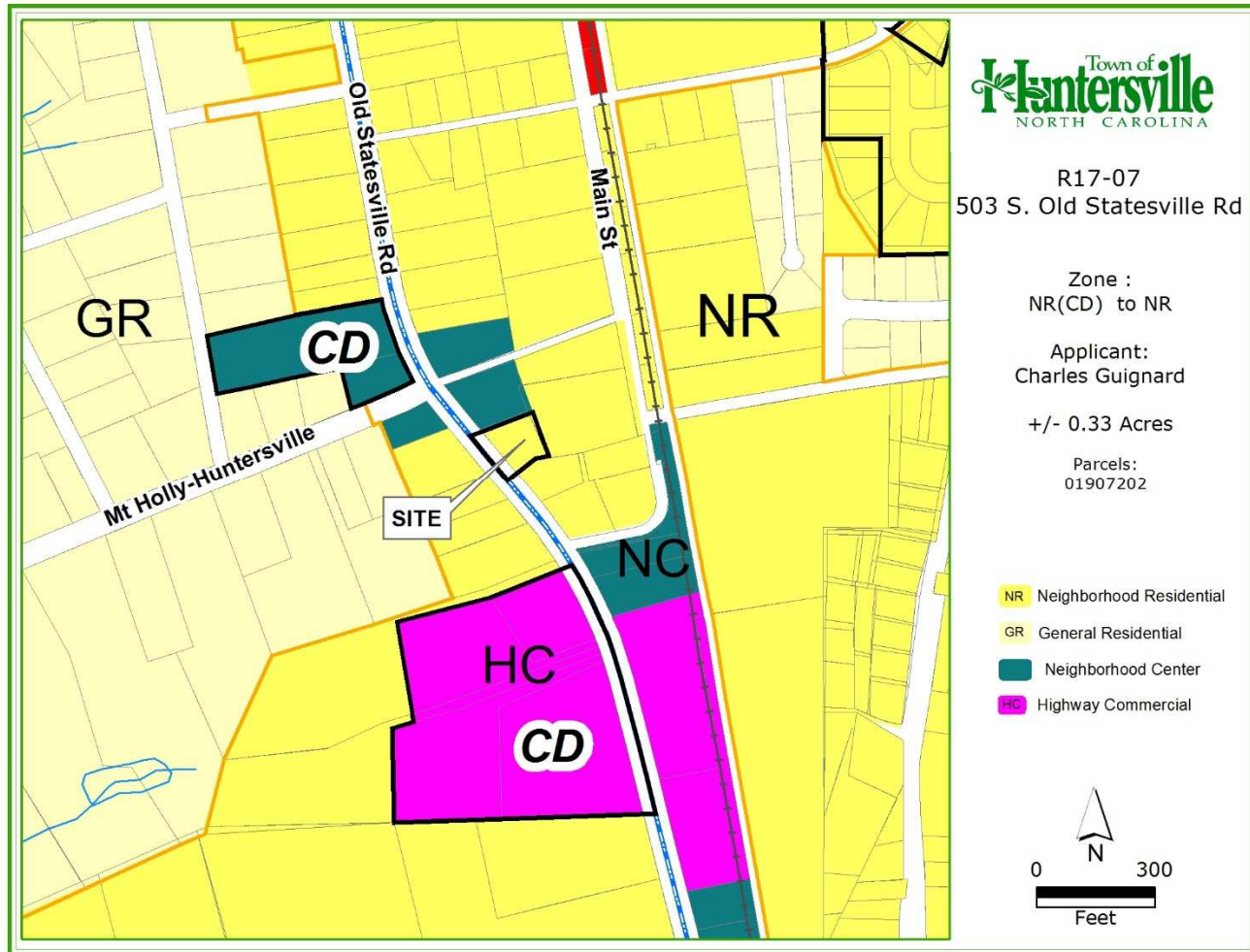
**ATTACHMENTS:**

Description	Type
▣ R17-07 Staff Report	Staff Report
▣ A - Application	Exhibit
▣ B - NR Zoning District	Exhibit
▣ C - R17-07 Site Plan	Exhibit
▣ D - 1992 Rezoning Plan & Approval Letter	Exhibit



## Petition R17-07 503 South Old Statesville Road

### PART 1: SUMMARY



1. On March 17, 1992 the Board of Commissioners approved a request by Diane Maye and Walton Neil to rezone 503 S. Old Statesville Rd from R-3 to R-8MF(CD) to allow for a conversion of a Single Family home to a Duplex with the conditions that no exterior structural changes would be made. During the 1996 Zoning Ordinance rewrite the property was reclassified to Neighborhood Residential Conditional District (NR-CD), as this was the category that allowed for Duplex buildings. The applicant is requesting a general rezoning from Neighborhood Residential Conditional District (NR-CD) to Neighborhood Residential (NR), which would allow for the Duplex to remain and remove the conditions of no exterior changes. Also all uses within Neighborhood Residential (NR) would be allowed by-right if the rezoning is approved.
2. Adjoining Zoning and Land Uses.
  - North: Neighborhood Center (NC): Old Ford Place
  - South: Neighborhood Residential (NR): Duplex Homes
  - East: Neighborhood Residential (NR): Single Family Home
  - West: Neighborhood Residential (NR): Single Family Home
3. Notice for this rezoning petition was sent to adjoining property owners (via letters), a legal ad placed in the Charlotte Observer and posted rezoning signs on the property in one location.

## PART 2: TRANSPORTATION ISSUES

None

## PART 3: REZONING CRITERIA

**Current Zoning:** Neighborhood Residential Conditional District (NR-CD) allows for the Duplex unit with the conditions that there will be no exterior modifications to the building.

**Proposed Zoning:** Neighborhood Residential (NR) allows for the Duplex to remain and removes the condition that prohibits exterior modifications.

### Future Land Use:

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

STAFF COMMENT – The request to rezone the property from NR (CD) to NR is consistent with the following policies of the **2030 Huntersville Community Plan**:

- **Housing Policy H-1 and H-7: Focus Higher Intensity Development Generally within 2 miles of the I-77 and NC 115 Corridor.**

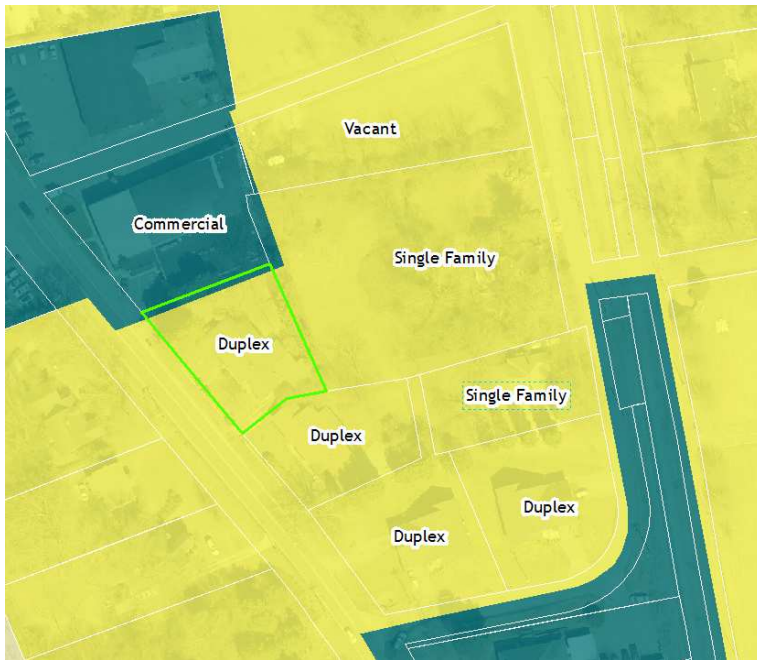
Staff comment: The subject parcel is zoned Neighborhood Residential Conditional District (NR-CD) and is located within the higher intensity zone. Neighborhood Residential allows for duplex homes; therefore the request is consistent with the future land use plan.

**Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:**

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT:

The existing building was constructed in 1949 and converted to a Duplex in 1992. The existing development surrounding the property is Commercial, Duplexes, and Single Family Homes; therefore the request to rezone the property is consistent with the existing development of adjacent parcels (see image below).



2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

**STAFF COMMENT:**

There is no development site plan proposal associated with the general rezoning request. Public facilities will not be impacted.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

**STAFF COMMENT:** There are no known resources located on the property.

**Article 11 Section 11.4.7(f) of the Zoning Ordinance states that: “When considering a petition to reclassify property to a general district, the Planning Board and the Town Board shall not evaluate the petition based on any specific proposal for the use of the property or design of the site.”**

**STAFF COMMENT:** There is no development site plan proposal associated with the general rezoning request.

#### **PART 4: STAFF RECOMMENDATION**

The request to rezone the parcel from Neighborhood Residential Conditional District to Neighborhood Residential is consistent with the 2030 Community Plan and the surrounding development; therefore staff recommends approval of the request.

#### **PART 5: PUBLIC HEARING COMMENTS**

Public Hearing to be held on August 7, 2017.

#### **PART 6: PLANNING BOARD RECOMMENDATION**

Planning Board hearing is scheduled for August 22, 2017

#### **PART 7: ATTACHMENTS/ENCLOSURES**

Attachments

- A – Rezoning Application
- B – Neighborhood Residential Zoning Uses
- C - Site Plan
- D - 1992 Rezoning Plan and Letter

**PART 8: CONSISTENCY STATEMENT - R 17-07 503 S. Old Statesville Rd.**

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed rezoning application R17-07; 503 S. Old Statesville Rd., the Planning staff recommends approval as it is consistent with Housing Policies H-1 and H-7 of the 2030 Community Plan. The property is also located within the high intensity development area and the proposed density is consistent with surrounding developments (see Part 3).</p> <p>With those provision, it is reasonable and in the public interest to approve the General Rezoning Plan because the request is consistent with the 2030 Community Plan and is in keeping with the surrounding development.</p>	<p>APPROVAL: In considering the proposed rezoning application R17-07; 503 S. Old Statesville Rd., the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>.</p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-07; 503 S. Old Statesville Rd., the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>.</p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>
	<p>DENIAL: In considering the proposed rezoning application R17-07; 503 S. Old Statesville Rd., the Planning Board recommends denial based on <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>.</p> <p><u>It is not reasonable and not in the public interest to amend the approved Rezoning Plan because... (Explain)</u></p>	<p>DENIAL: In considering the proposed rezoning application R17-07; 503 S. Old Statesville Rd., the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>.</p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>





# 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 6/30/17

Name of Project ad Statesville Duplex Phase # (if subdivision) \_\_\_\_\_

Location 503 S. ad Statesville Rd

Parcel Identification Number(s) (PIN) 01907202

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

Property Size (acres) .33 Street Frontage (feet) 157.33'

Current Land Use Duplex

Proposed Land Use(s) Duplex

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.

Remove the conditional overlay for a duplex

## 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

X \*Applicant's Signature Charles S. Guignard Printed Name CHARLES S. GUILGNARD

Address of Applicant P.O. Box 1766 HUNTERSVILLE, N.C. 28070

Email \_\_\_\_\_

Property Owner's Signature (if different than applicant) \_\_\_\_\_

X Printed Name CHARLES S. GUILGNARD

X Property Owner's Address Box 1766 HUNTERSVILLE NC Email \_\_\_\_\_

\* Applicant hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Development Firm	Name of contact	Phone	Email
------------------	-----------------	-------	-------

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.

## 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>

### 3.2.4 NEIGHBORHOOD RESIDENTIAL DISTRICT (NR)

**Intent:** The Neighborhood Residential District provides for residential **infill** development surrounding the traditional town center and its logical extensions. This district also provides for town-scaled residential development within walking distance (generally ½ mile) of satellite village centers, identified on the Land Development Plan. Streets in the Neighborhood Residential District must be interconnected, according to Article 5, Streets, and Urban Open Space provided according to Article 7. A range of housing types is encouraged. Low-intensity business activity is permitted in mixed-use and commercial buildings at residential scale, according to locational criteria. The intensity to which permitted uses may be built is regulated by the building type which corresponds to the use.

*“towns offer an important lesson in both architecture and citizenship: buildings, like citizens, warrant their idiosyncrasies so long as they behave civilly toward their neighbors...”*

Alex Krieger  
PLACES  
Winter, 1996 (67)

#### a) Permitted Uses

##### Uses permitted by right

- bed and breakfast inns
- boarding or rooming houses for up to four roomers
- congregate housing designed within the “civic” building type
- family care home
- multi-family homes
- single family homes

##### Uses permitted with conditions

- cemeteries, (9.7)
- religious institutions, (9.8)
- commercial use in a mixed use building<sup>1</sup>, located on an arterial or at the intersection of a neighborhood street and a larger capacity street
- commercial use, in a detached house building type, located within ¼ mile of a Town Center district and fronting a major or minor thoroughfare (Includes properties in which any portion falls within the ¼ mile boundary) (9.51)
- essential services 1 and 2, (9.14)
- government buildings up to 5000 square feet of gross floor area
- neighborhood and outdoor recreation, (9.21)
- parks, (9.29)
- retirement communities (9.50)
- schools, (9.35)
- transit-oriented parking lots as a principal use, (9.49)
- transit shelters, (9.39)

##### Uses permitted with Special Use Permit

- solar energy facility free-standing, minor, non-residential, (9.54)
- solar energy facility, rooftop, minor non-residential that is noticeable on a roof slope facing a street, (9.54)
- solar energy facility, minor residential as follows: located on the façade elevation facing public street or common access; or located on the roof slope above the façade of the structure facing public street or common access, (9.54)
- wind energy facility, minor, accessory, (9.53)

#### b) Permitted Building and Lot Types

- apartment
- attached house
- civic building
- detached house (Commercial uses up to 4,500 SF of first floor area)
- mixed use<sup>1</sup>, up to 3,000 SF of first floor area

#### c) Permitted Accessory Uses

- accessory dwelling, (9.1)
- day care home (small), (9.11)

<sup>1</sup> The mixed use building duplicates the shopfront building type and has at least two occupiable stories; at least 50% of the habitable area of the building shall be in residential use, the remainder shall be in commercial use. However, when an existing residential building is redeveloped to a mixed-use, at least 40% of the habitable area shall be in residential use.

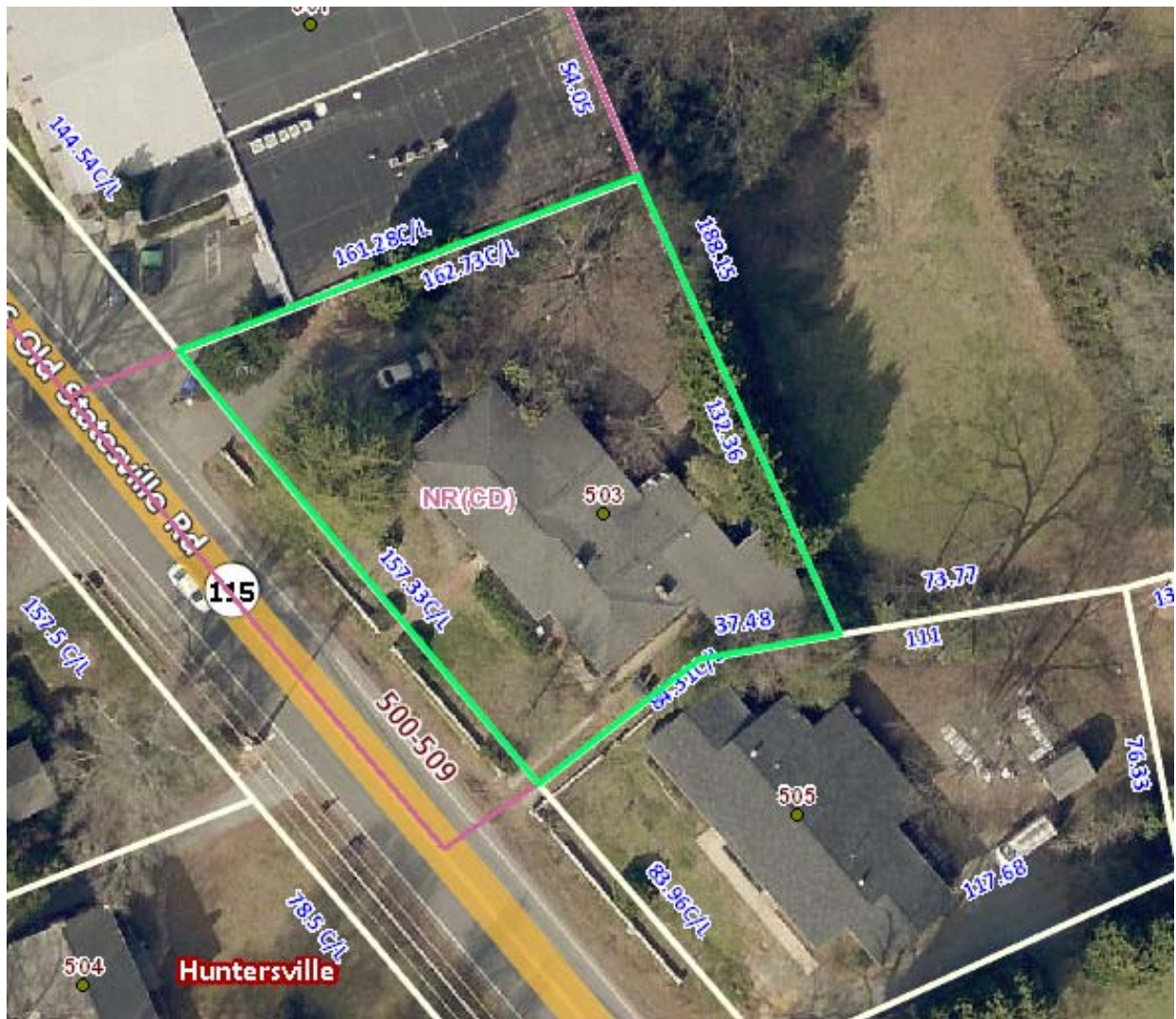
- home occupation, (9.19)
- marinas, (9.42)
- solar facility, rooftop minor non-residential on a flat roof, a roof slope not facing a street and unnoticeable building integrated solar panels on roof slopes facing a street (9.54)
- solar energy facility, minor residential; located in the established rear or side yards or roof slopes, (9.54)
- accessory uses permitted in all districts (8.11)

<b>d) General Requirements</b>
--------------------------------

- 1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.
  - New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.
  - New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.
  - A single-family detached house established on a lot of one acre or more that is created according to the provisions of Article 8.1, paragraph 1, need not adhere to the spacing, massing, scale, and street frontage relationships of existing buildings along an existing street or road, but shall, at a minimum, observe a front setback of 40 feet and a lot width of 90 feet. This paragraph shall take precedence over the requirement of Article 4: Lot Types/Detached House for placement of a building on its lot.
  - Nothing in this subsection shall be interpreted to conflict with the building design element provision as found in GS 160A-381(h) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.
- 2) On new streets, allowable building and lot types will establish the development pattern.
- 3) In major subdivisions which are extensions of the traditional town center and planned developments associated with new neighborhood centers, the aggregate number of dwelling units contained in attached houses, apartment buildings, and mixed-use buildings shall not exceed 30 percent of the total number of dwelling units in a project.
- 4) Notwithstanding the limitations of 3), above, in any section of a major subdivision located within ¼ mile of a designated rail transit station, the percentage of dwelling units contained in attached houses, apartment buildings, and mixed use buildings is not limited. Higher overall density is encouraged within ¼ mile of rail transit stations. Rail transit stations are those locations designated by resolution adopted by the Board of Commissioners of the Town of Huntersville.
- 5) Every building lot shall have frontage upon a public street except as provided in Section 8.1.
- 6) The percentage of attached dwelling units contained in a retirement community is not limited when duplex style buildings are used.
- 7) See Section 8.16, Standards for Residential Lot Widths, Alleys, Garages and Parking in Residential Districts.



503 South Old Statesville Rd



P.O. BOX 664  
HUNTERSVILLE, NORTH CAROLINA 28078



Mr. Robert Brandon  
Charlotte-Mecklenburg Building Standards Department  
700 N. Tryon Street  
Charlotte, NC 28202

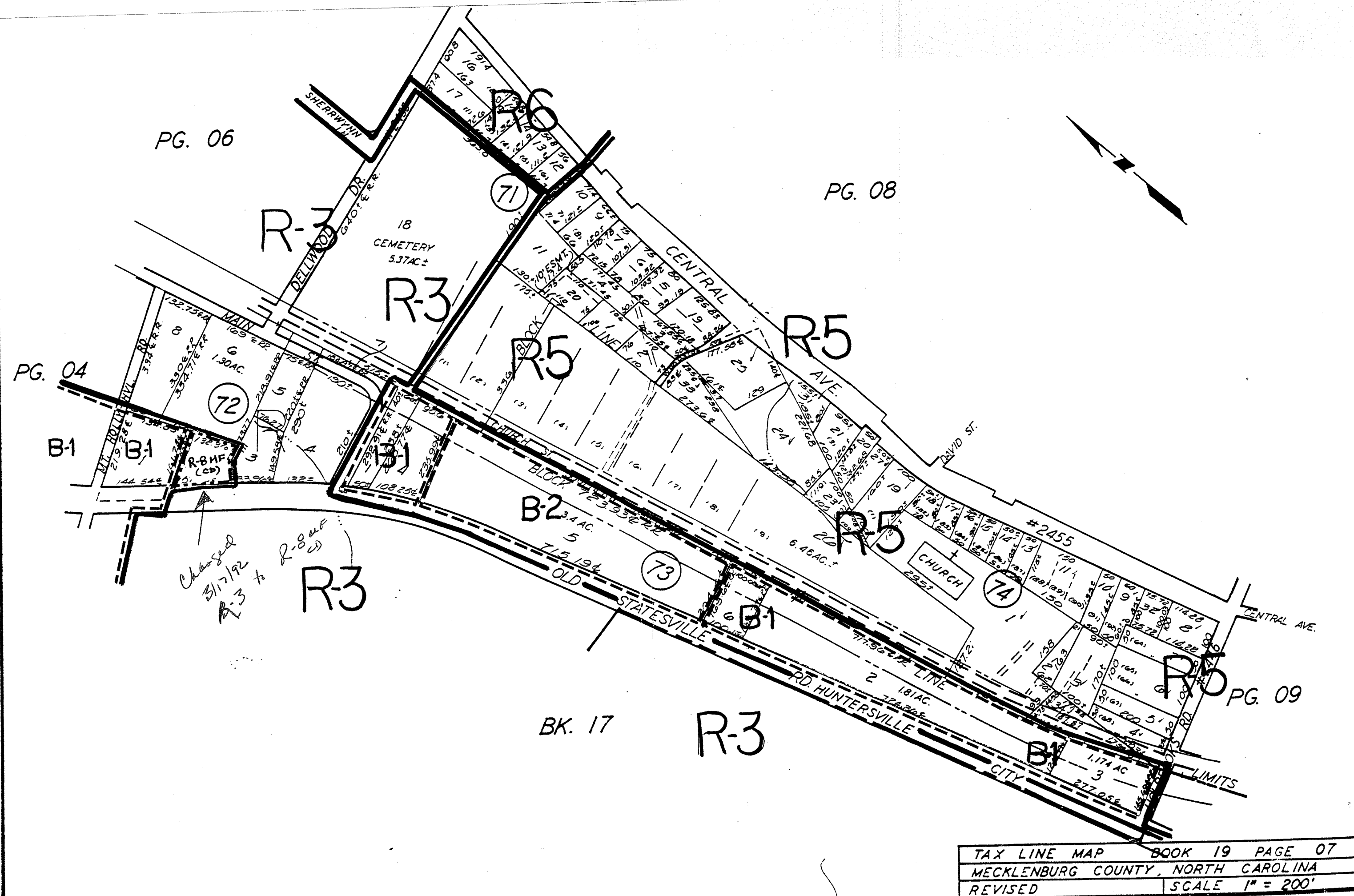
On March 17, 1992 the Board of Commissioners of the Town of Huntersville approved a request by Diane Maye and Walton Neil for a change in zoning from the R-3 single-family residential district to an R-8MF (CD) parallel conditional multi-family district for a .58 acre parcel located at 503 Old Statesville Road South. The property is identified as Mecklenburg County tax parcel 019-072-02. A revised zoning map and the approved conditional site plan are enclosed for placement in your Huntersville file.

**Thank you for your continued assistance. If you or your staff have questions concerning this zoning change, please let me know.**

Ann Hammond  
Town Planner

cc w/enclosure: Sam McCoy, Charlotte-Mecklenburg Building Standards  
Kam Merrill, Charlotte-Mecklenburg Building Standards  
Darryl Broome, Charlotte-Mecklenburg Building Standards  
Katrina Young, Charlotte-Mecklenburg Building Standards

cc: Peggy Long, Mecklenburg County Tax Administrator's Office  
Diane Maye, Petitioner  
Walton Neil, Petitioner



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Brad Priest, Senior Planner  
**Subject:** TA17-05: LCID Landfill Closure Extension

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TA17-05 is a request by Piedmont Wrecking and Grading Company, Inc. to amend Article 9.23.9 of the Huntersville Zoning Ordinance. The purpose of the application is to extend the closure deadline for existing LCID landfills.

**ACTION RECOMMENDED:**

Consider holding a public hearing on 8/7/17.

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

Description	Type
▣ Staff Report	Staff Report
▣ Current Proposed Text Language	Exhibit
▣ Amendment Ordinance - Current Proposal	Ordinance
▣ Amended Proposed Text Language 7/13/17	Exhibit
▣ Application and Original Text Language 6/1/17	Exhibit



## TA 17-05 – Existing LCID Landfill Closure

### PART 1: DESCRIPTION

TA17-05 is a request by Piedmont Wrecking and Grading Company, Inc. to amend Article 9.23.9 of the Huntersville Zoning Ordinance. The currently proposed text would extend the closure deadline for existing Land Clearing and Inert Debris (LCID) landfills by 5 five years. The original text submitted in the application would remove the closure deadline for LCID landfills. Please see the Huntersville Ordinance Advisory Board meeting summaries below for a description of how the draft text has evolved since the original application submittal.

### PART 2: BACKGROUND

Since its adoption in 1996, the Town of Huntersville Zoning Ordinance has had an amortization or “sunset” date requirement where on a certain date existing non-conforming landfills (both Construction and Demolition (C&D ) and Land Clearing and Inert Debris (LCID)) are required to come up to the requirements of ordinance or close. Various text amendments by the owners of the landfills throughout the years have either moved back the closure deadline or had it removed.

For instance the ordinance currently allows existing non-conforming C&D landfills to operate indefinitely as long as they have an unexpired Special Use Permit (SUP). Greenway Waste C&D landfill on Holbrook Road recently rezoned their entire landfill and got an updated Special Use Permit approved for their operation. Therefore their landfill has been brought into compliance with current ordinance standards. There are no more existing C&D landfills in Huntersville zoning jurisdiction.

In 2006, Piedmont Wrecking and Grading successfully applied to amend the zoning text to move the sunset date for its LCID landfill on Everette Keith Road back 10 years. After discussion with the Town Attorney in regard to the State Legislature’s “permit freeze” during the recession, it was determined that the Everette Keith landfill now has until March 3, 2018 to come into compliance or close. There are no other existing LCID landfills in the Huntersville zoning jurisdiction. The applicant is applying to amend Article 9.23.9 to again push back the sunset date another 5 years; to March 3, 2023.

The Land Development Ordinances Advisory Board (LDOAB) considered multiple drafts of the proposed text. A summary of their meetings and the different draft texts are below. The LDOAB is scheduled to review the current draft on Thursday August 3, 2017.

- June 1, 2017: The applicants first draft submitted removed the reference of LCID landfills in Article 9.23.9 D. The removal would in effect remove the sunset date for LCID landfills altogether and allow them to continue operation indefinitely without complying with any ordinance requirements. *This original proposed text is included in your agenda packet for review.* Staff presented the concern that the process for compliance was already present in the text through the conditional rezoning and special use permit process; which ensures that the landfill comes up to Article 9.23 code to “the extent practical”. After discussion, the committee recommended the applicant redraft the text to include some conformance stipulations of Article 9.23.

- July 13, 2017: The updated draft language continued to remove the sunset date but included language that required the landfill to pave their driveway, landscape their frontage to a reasonable degree, and keep the driveway clean. It also included a provision that after 10 years, the Planning Director could direct the landfill to close if there were 3 violations within the 10 year period. This updated text is also included in your agenda package for review. Staff's concern remained that many of the principles from Article 9.23 were not addressed in the proposed text and that staff would make the closure decision and not the Town Board. After discussion, the Board recommended the applicant meet with staff to come up with appropriate language that sufficiently addressed the requirements of Article 9.23.

### **PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2030 COMMUNITY PLAN AND APPLICABLE LONG RANGE PLANS**

The following are examples of relevant plans and policies from the 2030 Huntersville Community Plan that may be incorporated into the Board's statement of consistency for approval or denial of the request.

- Policy E-7: Sustainability: Extending the life of the landfill would allow an existing recycling LCID landfill to continue to operate and reduce waste through their recycling program.
- Policy ED-12: Business Retention and Expansion: The text would allow the continuation or retention of a local business that has been in operation for many years.

### **PART 4: STAFF RECOMMENDATION**

Staff is supportive of the continuation of the landfill operation. If the applicant intends to close in 5 years, staff recommends approval of the proposed text, save a few changes to the context (staff does not understand the need for a new "e" section and why "d" is not just amended to change the date). However, if the applicant proposes to readdress the issue at that time and stay open longer than the drafted 5 years, staff recommends a different approach. Rather than moving the sunset date back another 5 years and having to again review the conformity of the landfill for a 3rd time, staff recommends amending Article 9.23 of the ordinance to allow LCID landfills to continue to operate in the zoning district in which it is currently located indefinitely with the issuance of a Special Use Permit (SUP). Staff recommends the Special Use Permit (SUP) process be followed to allow the continuation of the existing LCID landfill for the following reasons:

1. The SUP process will easily allow staff, the public, and the Town Board to review site specific ways the landfill can come up to the current ordinance standards of Article 9.23 "to the extent practical". Issues such as screening, buffers, cleaning of streets, site security, etc can be reviewed and addressed on the SUP site plan.
2. Moving the closure date for existing LCID landfills and C&D landfills has been done several times in the past by two different landfills. Going through the SUP process for LCID landfills now would put an end to that process and allow the applicant to continue to operate indefinitely with no sunset date.
3. Greenway Waste used the SUP process to allow their landfill to continue operation indefinitely, thus setting a pattern to follow.
4. If an existing landfill is going to continue to operate for several years past the ordinance sunset date, staff believes the public and adjacent property owners should be included in the process and have

input on the permit. The SUP process would give adjacent property owners specific notice and allow them to comment if desired.

5. Staff does not anticipate the SUP process being an unreasonable burden on the applicant. Considering the fact that a landfill plan already exists (attached to the state permit), it does not seem like much in the way of site design would be needed to produce a SUP site plan. Much of the agreements worked through to bring the site up to code to the extent practical can be included with simple notes on the plan. The SUP process is a 3 month process that could yield an unlimited amount of operation time for the applicant.

## **PART 5: PUBLIC HEARING**

The Public Hearing will be held on August 7, 2017.

## **PART 6: PLANNING BOARD RECOMMENDATION**

The Planning Board is scheduled to hear this text amendment on August 22, 2017.

## **PART 7: ATTACHMENTS AND ENCLOSURES**

- Original Draft Language
- Revised Draft Language
- Current Proposed Language
- Applicant Amendment Ordinance



**PART 8: STATEMENT OF CONSISTENCY – TA17-05**

Planning Department	Planning Board	Board of Commissioners
<p><b>APPROVAL:</b> Staff support is predicated on whether or not the applicant proposes to close in 5 years.</p>	<p><b>APPROVAL:</b> In considering the proposed amendment TA 17-05, to amend Article 9.23: <i>Off-Site Land Clearing and Inert Debris and Construction &amp; Demolition Landfills</i> of the Zoning Ordinance, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u></p> <p>It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)</p>	<p><b>APPROVAL:</b> In considering the proposed amendment TA 17-05, to amend Article 9.23: <i>Off-Site Land Clearing and Inert Debris and Construction &amp; Demolition Landfills</i> of the Zoning Ordinance, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u></p> <p>It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)</p>
<p><b>DENIAL:</b> Staff support is predicated on whether or not the applicant proposes to close in 5 years.</p>	<p><b>DENIAL:</b> In considering the proposed amendment TA 17-05, to amend Article 9.23: <i>Off-Site Land Clearing and Inert Debris and Construction &amp; Demolition Landfills</i> of the Zoning Ordinance, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>.</p> <p>It is not reasonable and in the public interest to amend the Zoning Ordinance</p>	<p><b>DENIAL:</b> In considering the proposed amendment TA 17-05, to amend Article 6: <i>Off-Site Land Clearing and Inert Debris and Construction &amp; Demolition Landfills</i> of the Zoning Ordinance, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>.</p> <p>It is not reasonable and in the public interest to amend the Zoning Ordinance</p>

	because....( <i>Explain</i> )	because....( <i>Explain</i> )
--	-------------------------------	-------------------------------

## **ATTACHMENT TO TEXT AMENDMENT**

**Ordinance:** Huntersville Zoning Ordinance

**Article:** Article 9 – Condition for Certain Use

**Section:** 9.23.9 (d) – Off-Site Land Clearing and Inert Debris (LCID)

**Party Proposing the Amendment:** Piedmont Wrecking and Grading Company, Inc. is proposing this Text Amendment as the owner of a disposal facility for land clearing and inert debris at 11898 Everette Keith Road in Huntersville, North Carolina. Tax Parcel Number: 01932108.

### **Reason for Requested Change:**

1. Disposal facilities for land-clearing and inert debris (“Greenfills”) benefit the environment because they facilitate and encourage the recycling of waste generated from land-clearing activities and material that is inert, such as gravel, rock, untreated soil and untreated and unpainted wood.
2. Greenfills support the building industry by taking in land-clearing and inert debris and providing opportunities for transfer of these materials to appropriate recycling facilities.
3. Materials brought to a Greenfill facility are often transferred to appropriate recycling facilities and, as a result, the time required to fill the facility can be significantly delayed. Allowing the continued operation of Greenfills that have not reached full capacity would encourage the recycling of Greenfill materials because Greenfill operators would be incentivized to recycle in order to continue operation of their Greenfill facilities.
4. Local zoning and land use ordinances that require closure of landfills prior to the date the landfills would otherwise be closed under state law also apply to Greenfills and so reduce the benefits of Greenfills to the public and private sector by requiring early closure of these environmentally beneficial facilities and removing a resource for recycling from the building industry.
5. The proposed text amendment would allow Greenfills to benefit the public, providing a valuable resource for recycling to the building industry, until they are required by state law to close.

### **Current Text:**

d). In no event shall the landfill operate under a LCID or demolition landfill permit later than December 4, 2016 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion

closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.

**Proposed Text:**

*d). In no event shall the landfill operate under a ~~LCID or~~ demolition landfill permit later than December 4, 2016 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.*

*e). In no event shall a landfill operate under an LCID landfill permit later than March 3, 2023 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town. Recycling from an LCID landfill shall be considered an LCID activity and shall not be considered an expansion for purposes of determining nonconformance.*



**AN ORDINANCE TO AMEND ARTICLE 9.23.9 (OFF-SITE LAND CLEARING AND INERT DEBRIS AND CONSTRUCTION & DEMOLITION LANDFILLS) - TO EXTEND THE CLOSURE DEADLINE FOR EXISTING LCID LANDFILLS**

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

ARTICLE 9.23.9

d). In no event shall the landfill operate under a ~~LCID~~ or demolition landfill permit later than December 4, 2016 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.

**e). In no event shall a landfill operate under an LCID landfill permit later than March 3, 2023 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town. Recycling from an LCID landfill shall be considered an LCID activity and shall not be considered an expansion for purposes of determining nonconformance.**

**New Text = Bold and Underlined**

Section 2. That this ordinance shall become effective upon adoption.

PUBLIC HEARING DATE: **August 7, 2017**  
PLANNING BOARD MEETING: **August 22, 2017**  
PLANNING BOARD RECOMMENDATION: **TBD**  
TOWN BOARD DECISION: **TBD**  
TOWN BOARD MEETING: **September 5, 2017**

## ATTACHMENT TO TEXT AMENDMENT

**Ordinance:** Huntersville Zoning Ordinance

**Article:** Article 9 – Condition for Certain Use

**Section:** 9.23.9 (d) – Off-Site Land Clearing and Inert Debris (LCID)

**Party Proposing the Amendment:** Piedmont Wrecking and Grading Company, Inc. is proposing this Text Amendment as the owner of a disposal facility for land clearing and inert debris at 11898 Everette Keith Road in Huntersville, North Carolina. Tax Parcel Number: 01932108.

### Reason for Requested Change:

1. Disposal facilities for land-clearing and inert debris ("Greenfills") benefit the environment because they facilitate and encourage the recycling of waste generated from land-clearing activities and material that is inert, such as gravel, rock, untreated soil and untreated and unpainted wood.
2. Greenfills support the building industry by taking in land-clearing and inert debris and providing opportunities for transfer of these materials to appropriate recycling facilities.
3. Materials brought to a Greenfill facility are often transferred to appropriate recycling facilities and, as a result, the time required to fill the facility can be significantly delayed. Allowing the continued operation of Greenfills that have not reached full capacity would encourage the recycling of Greenfill materials because Greenfill operators would be incentivized to recycle in order to continue operation of their Greenfill facilities.
4. Local zoning and land use ordinances that require closure of landfills prior to the date the landfills would otherwise be closed under state law also apply to Greenfills and so reduce the benefits of Greenfills to the public and private sector by requiring early closure of these environmentally beneficial facilities and removing a resource for recycling from the building industry.
5. The proposed text amendment would allow Greenfills to benefit the public, providing a valuable resource for recycling to the building industry, until they are required by state law to close.

### Current Text:

*d). In no event shall the landfill operate under a LCID or demolition landfill permit later than December 4, 2016 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion*

closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.

### Proposed Text:

d). In no event shall the landfill operate under a ~~LCID or~~ demolition landfill permit later than December 4, 2016 and further provided that on the earlier of the final date permitted for operation of the landfill or the date the landfill permanently ceases operation, the owner and/or operator of the landfill shall immediately commence and continuously pursue to completion closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.

e). A landfill operating under an LCID landfill permit ("Greenfill") shall meet the following requirements ("Maintenance Requirements") to the extent reasonably practicable without violating County, State, or Federal regulations:

- Paving of the driveway entering the facility for a distance of        feet from the public right of way;
- Landscaping along street frontages to the extent commercially reasonable;
- Installation of gravel within the driveway to the facility; and
- Regular cleaning, maintenance, and repair of the driveway to the facility.

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So long as the Maintenance Requirements are met, or, if not met, any failure is remedied within thirty (30) days after receipt of written notice from the Town of Huntersville (or if such failure cannot be cured in such a thirty (30) day period, within a reasonable period thereafter) the Greenfill shall be allowed to operate until closure pursuant to state regulations; provided, however, on or before ~~January 1, 2028~~December 31, 2027 and on the expiration of every successive ten (10) year period thereafter, the Greenfill shall be reviewed ~~administratively by the Planning Director~~ to confirm regular compliance with the Maintenance Requirements over the past ten (10) year period. ~~If the record reveals that~~ If the Greenfill has failed to comply with Maintenance Requirements after receipt of written notice from the Town ~~as described above~~ on at least three (3) occasions over the prior ten (10) year period, then the Planning Director may make a determination that the Greenfill shall be closed and within one hundred twenty (120) days after receipt of such determination, the owner and/or operator must begin landfill of the Greenfill shall immediately commence and continuously pursue to completion ~~closure procedures outlined of the Greenfill~~ according to the provisions of the then current closure plan approved by the ~~state~~ State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town. Appeals of the decision of the Planning Director shall be made to the Town Board.







## Text Amendment Application

***Incomplete submissions will not be accepted.***

### Applicant Data

Date of Application 5/5/2017

Name Piedmont Wrecking and Grading Company, Inc.

Address 11898 Everette Keith Road Huntersville, NC 28078

Phone Number (home) 704-875-1166 (work) 704-875-1166

Email Piedmontgrading@aol.com

### Fee

Text Amendment to the Zoning/Subdivision Ordinance Fee \$400.00

### Type of Change

☐ New Addition to text of Zoning Ordinance / Subdivision Ordinance / Other

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

### Description of Change (If possible, please provide a Word document of the proposed text change)

Proposed text amendment will affect the following:

Ordinance: Zoning Ordinance Article: 9 Section: 9.23.9 (d))

Current Text: [See Attached]

Proposed Text: [See Attached]

Reason for requested change (attach additional sheets if necessary): [ See Attached]

**NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.**

## Signatures

I hereby certify that the information presented by me in this application is accurate to the best of my knowledge, information and belief. Piedmont Wrecking and Grading Company, Inc.

Applicant Signature: Wayne Herr Date: 5-16-2017

## Contact Information

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

Phone:	704-875-7000
Fax:	704-875-6546
Physical Address:	105 Gilead Road, Third Floor
Website:	<a href="http://www.huntersville.org/Departments/Planning.aspx">http://www.huntersville.org/Departments/Planning.aspx</a>

## ATTACHMENT TO TEXT AMENDMENT

**Ordinance:** Huntersville Zoning Ordinance

**Article:** Article 9 – Condition for Certain Use

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*closure of the landfill according to the provisions of the then current closure plan approved by the State of North Carolina and/or Mecklenburg County. Failure to complete closure according to such approved plan shall be a violation of this ordinance enforceable by all remedies and penalties available to the Town.*

**Proposed Text:**

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**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Brad Priest, Senior Planner  
**Subject:** R17-03: Storage Central General Rezoning

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**Rezoning:** R17-03 is a request by Donald and Vicki Shew to generally rezone 12.66 acres from Corporate Business (CB) to Special Purpose (SP) at 15746 Old Statesville Road (Parcel #01101235).

**ACTION RECOMMENDED:**

Consider taking final action on 8/7/17.

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

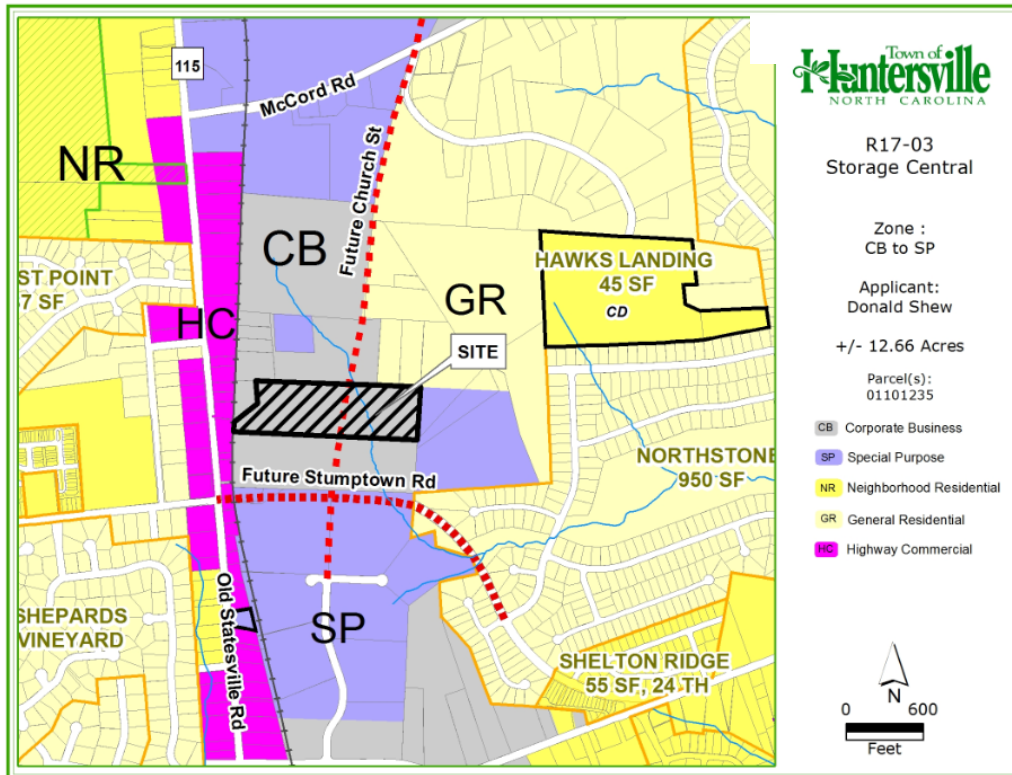
Description	Type
▣ Staff Report	Staff Report
▣ Application	Exhibit
▣ Traffic Separation Study Resolution	Backup Material
▣ Traffic Separation Plan	Backup Material

## Petition R17-03: Storage Central General Rezoning

### PART 1: PROJECT SUMMARY

#### Application Summary:

1. Donald and Vicki Shew have applied to generally rezone 12.66 acres from Corporate Business (CB) to Special Purpose (SP) at 15746 Old Statesville Road (Parcel #01101235) in order to accommodate the operation and expansion of the Storage Central facility.



**Applicant:** Don and Vickie Shew

**Property Owner:**  
Same

**Property Address:**  
15746 Old Statesville Road

**Project Size:** 12.66 acres

**Parcel Numbers:**  
01101235

**Existing Zoning:**  
Corporate Business (CB)

**Proposed Zoning:**  
Special Purpose (SP)

2. Adjoining Zoning and Land Uses

North: Corporate Business (CB), Single Family Residential Homes

South: Corporate Business (CB), Single Family Residential: Special Purpose (SP) North Char Business Park.

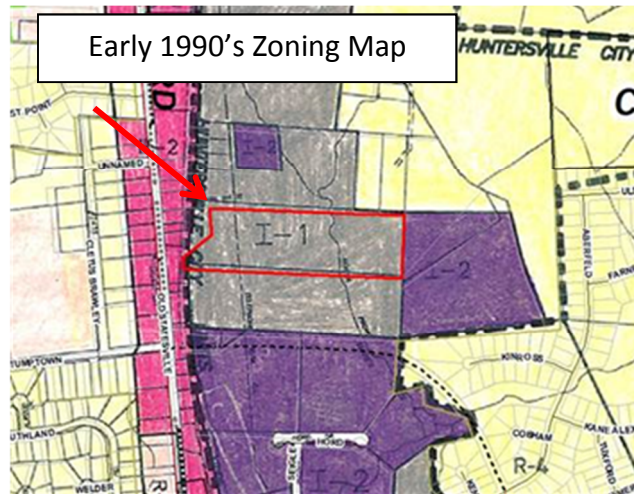
East: Special Purpose (SP), Industrial, Soil Supply Inc.

West: Highway Commercial (HC), Retail and Office: Corporate Business (CB), Single Family Residential.

3. The applicant is proposing a general rezoning and not a conditional district rezoning. Therefore the application does not have a site plan or any conditions associated with the request. If approved, all uses allowed in the Special Purpose (SP) district will be permitted as described in the ordinance.
4. The subject property in question has been zoned Corporate Business (CB) since 1996 when the Town of Huntersville adopted an updated Zoning Ordinance and Map. Before that time, the property was zoned "I-1" under the old 1991 Huntersville Zoning Ordinance which was a similar light industrial zoning district to the current CB. See the old 1990's zoning map below on page 2.
5. The outdoor storage of vehicles as a principle use was not permitted in the I-1 district nor is it an allowed use in the current Corporate Business (CB) zone.
6. The Storage Central RV/Boat storage business began operation on the property in the mid-1990s. Per discussion with the applicant, they did know that permitting was required. Throughout the years, the business operated

and expanded with no permits obtained. Last year staff received a complaint that the business was expanding with no permits and staff investigated and found that to be the case.

7. Staff met with the applicant and discussed the need to rezone the property and come up to current Huntersville Zoning Code to the extent practical. This includes rezoning the property, proper screening of adjacent properties, and installation of appropriate water quality devices for storm water control. This application is the first step to bring the property into compliance.



Storage Central Expansion

1998 (Google Earth)



2005 (Google Earth)



2012 (Google Earth)



2017 (Polaris)



8. Notifications to adjacent property owners were sent out by way of first class mail and a notification sign erected on the site per state statute. No neighborhood meeting is required for a general rezoning.

## **PART 2: REZONING/SITE PLAN ISSUES**

- Since this is a general rezoning, there are no site specific issues with this rezoning application as there is no site plan attached to the request. If the application is approved, the applicant will need to submit a commercial site



plan showing plans for storm water improvements, landscaping, etc.

### **PART 3: TRANSPORTATION ISSUES**

- Since a general rezoning is proposed, there are no transportation issues with changing one zoning district to another. However the following information is from Transportation Planning concerning transportation related items of the site in question:
  - Both the CRTPO and the North Carolina Board of Transportation have adopted the Comprehensive Transportation Plan which constitutes 4 separate maps for different modes of travel.
  - The “highway map” of the CTP replaces the Thoroughfare Plan and contains the “Church Street Extension” as a minor thoroughfare through this property.
  - This is a general rezoning thus although we can (and should) request that the landowner respect the alignment for Church St Ext, there is no basis for requesting dedication of r/w or construction.
  - Between 2000 and 2003, a joint effort of NC DOT’s Rail Division, Norfolk-Southern, CATS, MUMPO, Charlotte, Huntersville, Cornelius, Davidson, and Mooresville produced a Traffic Separation Study for the Norfolk-Southern O line to provide policy guidance for rail crossing protections along the line. The Town endorsed this study on July 19, 2004 and pledged its efforts to implement the safety recommendations. (see attached resolution)
  - Virtually all private (not public road) crossings along the N-S O line are recommended for closure under this policy document. Public crossings would have additional safety enhancements (gates, lights, etc) to improve safety of the remaining crossings.
  - The private rail crossing known to N-S as 721 735Y at Milepost 0-16.1 which serves this tract of land is recommended for closure in this approved study. Alternative access must be provided to the property as part of this closure. See attached plan sheet from the 2004 study.
  - The Town’s adopted Capital Improvement Program proposes the construction of the Stumptown Road Extension in current fy 2018.
  - The Town Engineering Department has begun negotiations with Norfolk Southern for permitting of the new Stumptown Road crossing and has proposed the closure of this private crossing and several others as part of the negotiations. A new access to the property will occur from the extension of Stumptown Road. Precise details of the alternative access have not yet been developed and will be developed in consultation with the landowners as part of the Stumptown Road project.
  - The Town Board and the land owner should be aware of the changes to access to this tract which appear to be in the foreseeable future. It is mutually beneficial for these to occur. The changes will be positive for several reasons:
    - The new property access, through a connection to the Stumptown Road Extension, will allow the crossing of the Norfolk-Southern O line in a safe, protected fashion and intersects NC 115 at a signalized intersection.
    - The current property access crosses land owned by others in order to get to NC 115. The new access will provide fully documented access to the property, facilitating easier redevelopment when the landowner chooses.
    - The extension of Stumptown Road to the currently constructed segment leading to Ramah Church Rd will allow easier access to the property from customers located to the east of the tract.
    - Ultimately, the northern extension of Church Street through the eastern portion of this property will avail it of public street frontage which should lead to enhanced development opportunities to the landowner.

### **PART 4: REZONING CRITERIA**

Article 11.4.7(d) of the Zoning Ordinance states that “in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents”.

STAFF COMMENT – Staff finds the proposed use consistent with the following policies of the 2030 Huntersville Community Plan:

- **Policy CD-2: Focus higher intensity development generally within 2 miles of the I-77 and NC 115 corridor.** The property in question is located immediately east of the NC 115 Corridor.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: “in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**

STAFF COMMENT:

The rezoning of the property to Special Purpose (SP) would be intensifying the property from a light industrial zone (CB), to a heavy industrial zone. Such intensification would be consistent with the overall character of existing adjacent development. There exists SP zoning immediately to the east where the Soil Supply business currently operates as well as toward the south at the NorthChar business park (Seigle Street). Other areas adjacent to the property are zoned Corporate Business (CB). In addition, the SP use of outdoor vehicle storage has been currently in operation for 22 years. Therefore the SP zone would be consistent with how the property is currently being used.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**

STAFF COMMENT:

There are no public facility concerns for a general rezoning application. Any traffic impact or public facility needs will be reviewed during the subsequent commercial site plan review for any proposed development.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental resources.

## **PART 5: PUBLIC HEARING**

The Public Hearing was held on July 17, 2017. No one from the public spoke for or against the application.

## **PART 6: STAFF RECOMMENDATION**

Staff recommends approval of the rezoning application as the SP district is consistent with adjacent development and will allow the existing Storage Central business to bring their site up to current zoning code.

**PART 7: PLANNING BOARD RECOMMENDATION**

The Planning Board reviewed the application at their July 25, 2017 meeting. No one from the public spoke for or against the application. Much of the discussion by the Board and staff centered on the uses permitted in the Special Purpose (SP) district which would be allowed if the rezoning was approved. There was a concern that some of the uses allowed may not be appropriate for adjacent properties. However, many of the uses that had the most effect on adjacent properties would also require a Special Use Permit for approval even if the property was rezoned to SP. After further discussion, the Planning Board recommended approval by a 7-2 vote.

**PART 8: CONSISTENCY STATEMENT – R17-03: STORAGE CENTRAL GENERAL REZONING**

Planning Department	Planning Board	Board of Commissioners
<b>APPROVAL:</b> In considering the proposed rezoning of Petition R17-03, Storage Central General Rezoning, <b>Planning Staff</b> finds that the rezoning is consistent with Policy CD-2 of the Town of Huntersville 2030 Community Plan. Staff recommends rezoning the property from Corporate Business (CB) to Special Purpose (SP). It is reasonable and in the public interest to rezone this property because the SP district will be consistent with adjacent zoning districts and will accommodate the current use of the property.	<b>APPROVAL:</b> In considering the proposed rezoning of Petition R17-03, Storage Central General Rezoning, the <b>Planning Board</b> finds that the rezoning is consistent with the Town of Huntersville 2030 Community Plan and recommends the rezoning of the property from Corporate Business (CB) to Special Purpose (SP). It is reasonable and in the public interest to rezone this property because the SP district will be consistent with surrounding property zoning and will accommodate the current use of the property.	<b>APPROVAL:</b> In considering the proposed rezoning of Petition R17-03 Storage Central General Rezoning, the <b>Town Board</b> finds that the rezoning is consistent with the Town of Huntersville 2030 Community Plan and other applicable long range plans. The Town Board recommends rezoning the property from Corporate Business (CB) to Special Purpose (SP). It is reasonable and in the public interest to rezone this property because...(explain)
<b>DENIAL:</b> N/A	<b>DENIAL:</b> N/A	<b>DENIAL:</b> In considering the proposed rezoning of Petition R17-03, Storage Central General Rezoning, the <b>Town Board</b> finds that the rezoning is not consistent with the Town of Huntersville 2030 Community Plan and other applicable long range plans. We recommend denial of Rezoning Petition R17-03. It is not reasonable and not in the public interest to rezone this property because..... (Explain)



# 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 4.26.17

Name of Project Storage Central Phase # (if subdivision) \_\_\_\_\_

Location 1574 6 Old Statesville Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 011-012-35

Current Zoning District CB Proposed District (for rezonings only) SP

Property Size (acres) 12.66 Street Frontage (feet) \_\_\_\_\_

Current Land Use Storage of vehicles (22 years for this use)

Proposed Land Use(s) No change from existing use

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.

This use began under the County Ordinance 22 years ago. When the Huntersville zoning jurisdiction included the Property, it was zoned under the old I-1 zoning classification. Applicant proposes to rezone to conform to the appropriate district under the \*

## 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>.

*\*current zoning ordinance.*



## 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

*Donald R. Shew*  
*Vicki L. Shew*

Printed Name

*Donald R. and Vicki Shew*

Address of Applicant

*300 Marshall Farm Rd., Harmony, NC 28634*

Email

*susan@skirvinlaw.com*

Property Owner's Signature (if different than applicant)

Printed Name

*Donald R. and Vicki L. Shew*

Property Owner's Address

*300 Marshall Farm Rd., Harmony, NC 28634*

Email

*susan@skirvinlaw.com*

\* Applicant hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Development Firm

Name of contact

Phone

Email

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.

## 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>

# Resolution to Accept Traffic Separation Study

WHEREAS the Charlotte Area Transit System (CATS) is planning the implementation of new commuter rail service between downtown Charlotte and Mooresville, NC, along the Norfolk Southern Railway "O" line; and

WHEREAS, the City of Charlotte entered into a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) to undertake a comprehensive study of all at-grade crossings on the "O" Line on November 20, 2000; and,

WHEREAS, the Town of Huntersville entered into an Interlocal Agreement with the City of Charlotte on November 6, 2000 to participate in and make a "best faith" effort to implement the recommendations of said study,

WHEREAS, a comprehensive study of the at-grade crossings between Charlotte and Mooresville was completed in December 2001; and,

WHEREAS, the study has been presented in summary form to the Technical Coordinating Committee on February 6, 2003 and the Mecklenburg-Union Metropolitan Planning Organization (MUMPO) on May 21, 2003 and was approved by the MUMPO at that same meeting;

NOW, THEREFORE, BE IT RESOLVED, the Town of Huntersville formally accepts the Traffic Separation Study Final Report and endorses in concept the recommendations contained therein. This endorsement is subject to modifications agreed to by the Town, NCDOT and CATS, with respect to specific crossings as required to reflect changed circumstances. Further, the Town agrees to work with the Rail Division of the NCDOT and CATS to implement the safety recommendations.

Duly adopted this 19th day of July, 2004.

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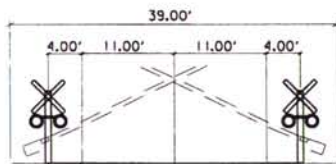
MAYOR

ATTEST:

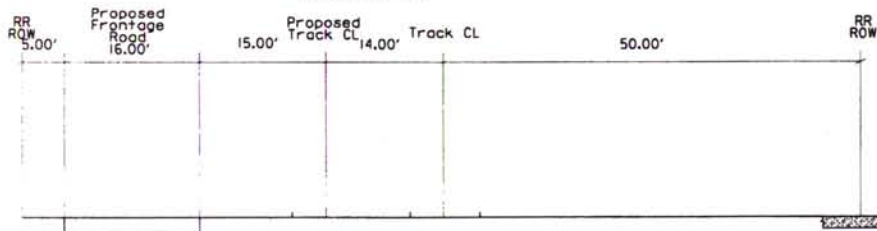
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TOWN CLERK

SEAL



Section BB



Section AA  
Frontage Rd. Section

0101235 0101235  
DOMESTIC CORPORATION  
WASHAM LAND COMPANY INC  
8053 UNITY CHURCH RD  
DENVER, NC ZIP: 28037  
07966/0811/8/94

721 735Y  
MP 0-16.1

CLOSE XING, REMOVE PVMT. & EQUIP.  
AREA TO BE SEEDD AND MULCHED.

0101227  
WEBSTER VINCENT ROY & W F NAN S  
15620 OLD STATESVILLE RD  
01970/1711/1/75

721 736F  
MP 16.1

0102002 0102002  
WILHELM GARY COOPER  
& W F BRENDA  
02491/5911/1/75

Existing RR ROW

Future  
MP 0-16.05

0102004  
BRYANT CARL DAVID  
& W F BONNE JEAN  
15526 OLD STATESVILLE RD  
06913/085 18/13/92

0102003  
ABERNATHY RICHARD F  
& W F ROBYN B  
15534 OLD STATESVILLE RD  
06806/257 11/1/96

Old Statesville Rd

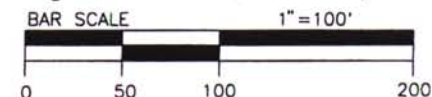
CLOSE XING, REMOVE PVMT. & EQUIP  
AREA TO BE SEEDD AND MULCHED

REPLACE XING SIGNAL UPGRADE  
EXISTING EQUIPMENT & WIDEN ROAD

RECOMMENDED IMPROVEMENTS  
PRIVATE CROSSING #721735Y  
PRIVATE CROSSING #721736F  
FUTURE CROSSING #  
PRIVATE CROSSING #721737M  
HUNTERSVILLE

 **Gannett Fleming**  
ENGINEERS AND PLANNERS  
301 S. McDOWELL ST. SUITE 914  
CHARLOTTE, NORTH CAROLINA 28204

Figure 10 of 19



HUNTERSVILLE →

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Alison Adams  
**Subject:** Ranson Road Residential Sketch Plan

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**Sketch Plan:** Ranson Road Residential Subdivision Sketch Plan proposed by applicant, Larry Burton with Classica Homes, is a request to subdivide parcel numbers 01714205 and portions of 01714247, 01714207, 01714204, and 01714214 in to 94 single family residential homes within the Neighborhood Residential Zoning District.

**ACTION RECOMMENDED:**

Request Town Board take final action.

**FINANCIAL IMPLICATIONS:**

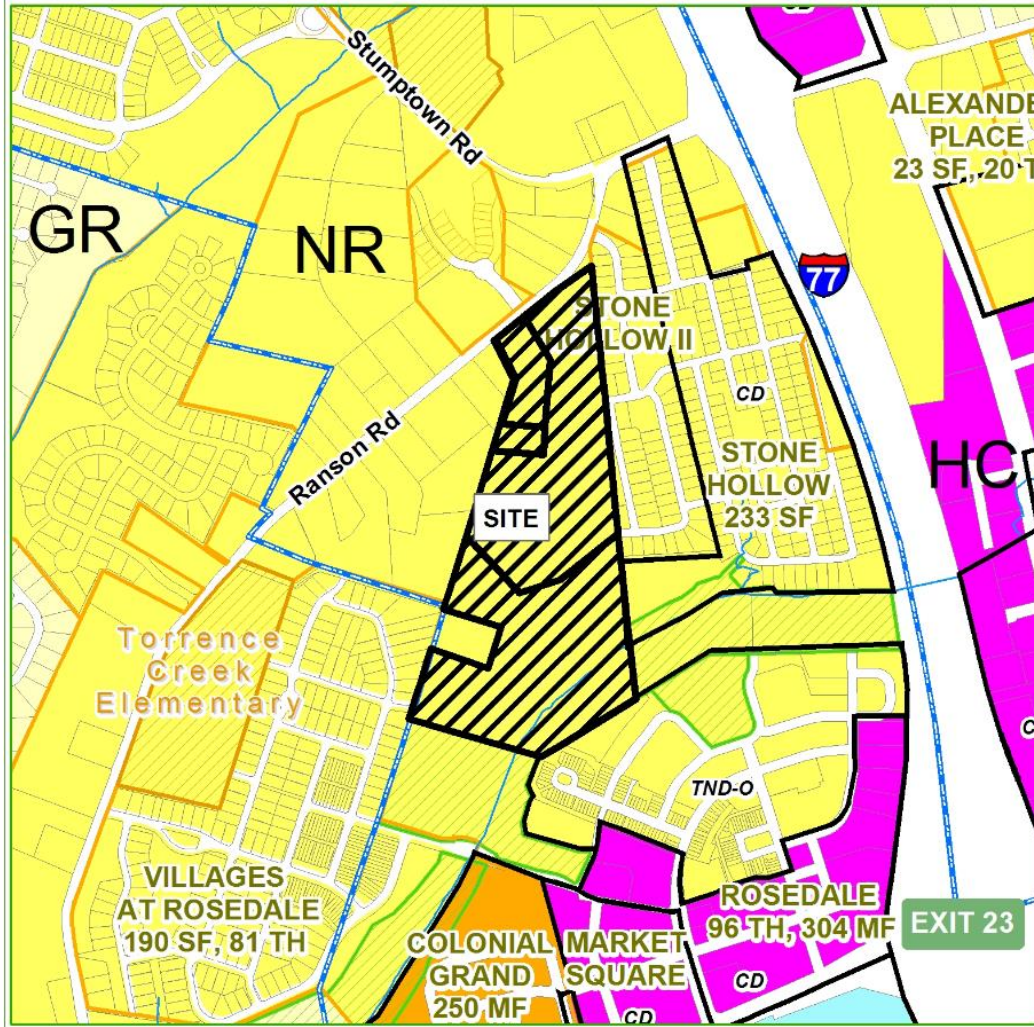
**ATTACHMENTS:**

Description	Type
▣ Staff Report Ranson Road	Staff Report
▣ Attachment A: Application	Exhibit
▣ Attachment B: Site Plan	Exhibit
▣ Attachment C: Neighborhood Meeting Report	Exhibit
▣ Attachment D: APFO letter	Exhibit
▣ Attachment E: CMS Report	Exhibit



## Ranson Road Residential Subdivision Sketch Plan

### PART 1: PROJECT SUMMARY



**Applicant:** Larry Burton,  
Classica Homes

**Project Size:** +/- 38 acres

**Parcel Number:**  
01714205, (partial)  
01714247, 01714207,  
01714204, 01714214

**Current Zoning:**  
Neighborhood Residential  
(NR)

**Current Land Use:** vacant

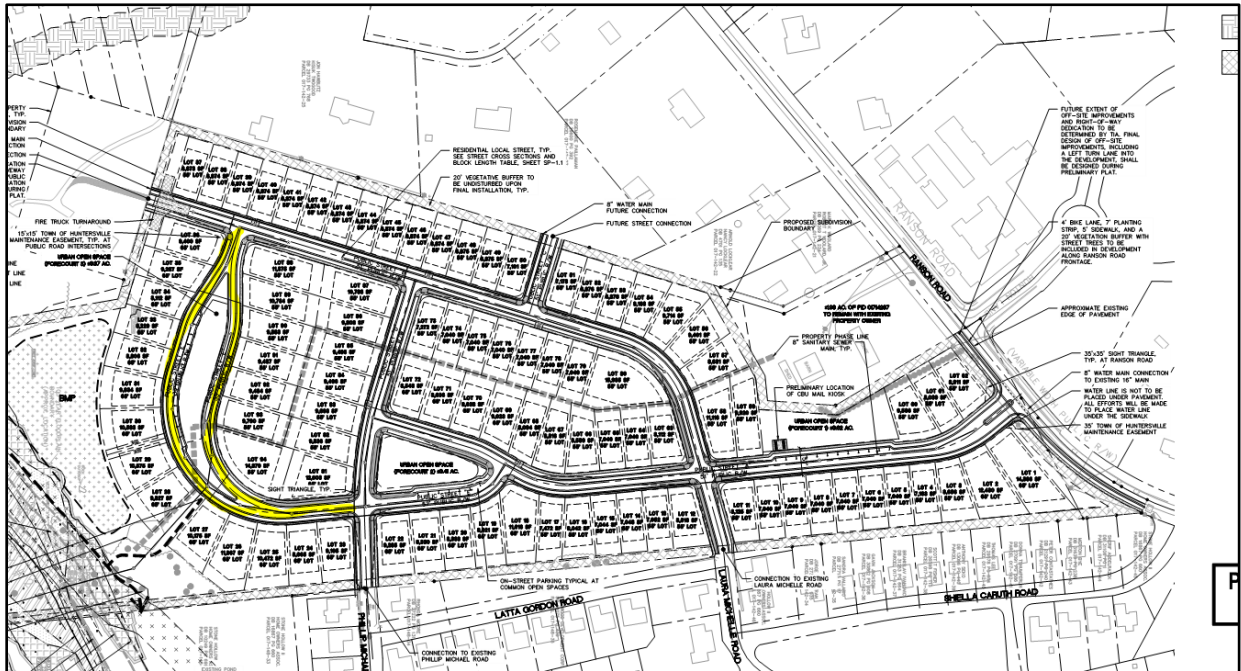
**Proposed Land Use:** 94  
Single Family Residential  
lots.

The application is  
Attachment A. The site  
plan is Attachment B.

### PART 2: SITE PLAN DESCRIPTION AND ISSUES

- Adjacent Properties:**  
North: Neighborhood Residential (NR) – single-family Villages of Mecklenburg Assisted Living.  
South: Neighborhood Residential (NR) – mixed use – Rosedale Subdivision.  
East: Neighborhood Residential (NR) – Single family Stone Hollow Subdivision.  
West: Neighborhood Residential (NR) – single-family larger lots and the Villages at Rosedale Subdivision.
- A neighborhood meeting was held on June 20, 2017, see Attachment C, Neighborhood Meeting Summary. The neighbors had concerns about the amount of traffic generated. If there would be an increase in cut-through traffic, noise, and pollution. If buffers will be required along the property boundary.
- The proposed project is located in the Mountain Island Lake – PA2 watershed. 70% of impervious is allowed; 40.65% impervious is proposed.
- The applicant is required to save 10% of the existing tree canopy and 10% of the existing specimen trees. 47.6% of the existing tree canopy and 28% of the existing specimen trees onsite are proposed to be saved.

5. Street standards, connectivity and setbacks are all compliant with the zoning and subdivision ordinance, except the two streets outlined in yellow. The applicant is requesting a block length waiver. Eastbound is a total of 949.41 linear feet and westbound is a total of 829.61 linear feet. Within Article 5 states, "Where longer blocks will result in an arrangement of street connections, lots and public space more consistent with this Article and Article 7 of these regulations, the Town Board may authorize greater block lengths at the time of subdivision sketch plan review and approval". Planning Staff is in favor of the block length waiver request. The lengthening of the block creates an opportunity for a larger forecourt – urban open space.



6. Buffer requirements are being met per Article 7.5.
7. Land for a greenway is being dedicated to Mecklenburg County along the south boundary of the property.
8. The updated plan submitted on June 22, 2017 was reviewed. The following comments are to be addressed upon the next submittal:

**Planning comments:**

- Minor plan corrections – clean up verbiage on the plan to match ordinance language and add a greenway cross-section.

**Engineering comments:**

- The Town has suggested to add on-street parking, so that there is parking on both sides of the proposed island.
- The Town has suggested a mini-circle be added at the intersection of Street B and Street D, to address any future traffic speed concerns.
- TIA notes are to be added to the plan.

### PART 3: TRANSPORTATION ISSUES

#### Traffic Impact Analysis (TIA)

The revised TIA sealed 6/26/17 has been reviewed and is acceptable as a final version. The following transportation improvements are recommended by the TIA:

#### Ranson Road at Site Driveway

- Installation of an exclusive southbound left-turn lane on Ranson Road with 100 feet of storage

Based on a preliminary review of the site plan the applicant will have to apply to the Town for a driveway permit off of Ranson Road for the subdivision entrance. As part of that application process it will be a requirement for the developer to install a 100' left turn lane.

### 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 & H-9: 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.  
Comment: The site is located within less than a mile of I-77. Neighborhood Residential (NR), allows for increased density and smaller lot sizes. The proposed Ranson Road Residential Subdivision is in keeping with the surrounding development by incorporating 55 and 65’ wide lots.
- **Policy E-2: Location of New Development.** Avoid locating new development in areas of significant environmental, scenic or cultural resources.  
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.  
Comment: The Neighborhood Residential (NR) zoning district requires ten (10%) percent of the existing tree canopy to be preserved; the developer is saving 47.6%. As required ten (10%) percent of all specimen trees are required to be saved. The applicant is saving twenty-eight (28%) percent of the specimen trees. The storm water buffers located on the property are not being encroached upon, but yet being dedicated to Mecklenburg County for greenway trail opportunities.
- **Policy E-5: Vehicle Miles Travelled (VMT)** Support reduction in vehicle miles travelled (VMT), through capital investments in sidewalks, greenways, enhanced connectivity and mass transit (bus & rail).  
Comment: Sidewalks are being installed on all proposed Town Streets and along Ranson Road. A Greenway connection is being made as prescribed in the Town of Huntersville’s Greenway and Bikeway Master Plan. A bike lane is being installed on Ranson Road to aid multi-modal transportation.
- **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.  
Comment: The internal streets are appropriately sized and block lengths comply with the ordinance, except for two street in which the applicant is requesting a block length wavier. Block breaks help to slow traffic and encourage pedestrian activity.
- **Policy T-6: Pedestrian Connections.** Support the installation of sidewalks, bikeways and greenway trails connecting residential, commercial, employment, recreational and institutional uses.

Comment: Reference T-5 staff response.

- **Policy T-7: Traffic Impact Analysis Ordinance:** Continue to apply requirements of “Traffic Impact Analysis” Ordinance, including Level of Service and mitigation of impacts generated by new development.  
Comment: A TIA was required and the required transportation enhancements are outlined in Part 3 of this staff analysis.
- **Policy T-8: Street Connectivity.** Promote and require street connectivity in the Town of Huntersville among residential, commercial, employment, recreational and institutional uses.  
Comment: The proposed development is providing four (4) connections, two (2) existing stubs into Stone Hollow, one (1) abutting the McAuley Property on the south end of the project, and one to the West allowing for future connection should the adjacent parcel be developed.
- **Policy CD-5: Street Infrastructure:** Continue to require that adequate public infrastructure (roads, utilities, etc.) either exist or will be made available to support all new development.  
Comment: The proposed development is providing upgrades to Ranson Road, connections to existing roads adjacent the subdivision (Stone Hollow) and two others for future development. The proposed development will connect to public water and sewer and is dedicating a greenway easement to accommodate future plans.
- **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.  
Comment: Reference below number 19.

## **2. Conformity.**

The proposed development is in keeping with the density in other major subdivisions in this area.

## **3. Access between Adjoining Properties.**

The proposed development is providing five points of access (4 stubs and 1 main entrance).

## **4. Relation to topography.**

The street network is designed to respect the general topography, foliage and avoid sensitive streams and wetlands.

## **5. Mature trees and natural vegetation.**

The proposed project is required to save ten (10%) percent of the tree canopy, ten (10%) percent of the specimen trees and one hundred (100%) percent of the heritage trees and these requirements are being met. 47.6% of the tree canopy is being saved; twenty eight (28%) percent of the specimen trees are being saved; and there are no heritage trees on site. There is an existing storm water buffer that permanently protects a significant portion of natural vegetation and tree save area.

## **6. Access to parks, schools, etc.**

An access point will be accommodated for at the south end of the project by way of a pedestrian easement. The developer has agreed to dedicate the land for a future Mecklenburg County greenway trail as called for in the Town of Huntersville Greenway and Bikeway Master plan.

## **7. Discourage through traffic.**

All streets are appropriately sized for traffic. The stub to the south into the McAuley property can be used to provide connection in to the subdivision for that private residence..

## **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 parcels associated with the Ranson Road Residential Subdivision have not been identified for a public school or park site.

**12. Public Facilities**

The parcels associated with Ranson Road Residential Subdivision have 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.**

Easements are identified on the survey.

**15. Proposed water and sewerage system.**

A *Willingness to Serve* Letter has been issued by Charlotte Water.

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

*Floodplain is located within the natural area, labeled as tree save, on the southern portion of the property. The applicant is dedicating that portion of the property to the County to accommodate the greenway trail.*

**17. Reserved.**

**18. Open Space**

The applicant is required to provide Urban Open Space within (1/4) one –quarter of a mile to all inhabited structures on site. Three forecourt areas are being proposed to meet the urban open space requirements.

**19. Impact of Development on Public Facilities**

Under the provisions of the APF Ordinance, all residential development greater than twenty (20) 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. A DOA letter has been issued for all of the facilities, see Attachment D: Determination of Adequacy.

Additionally, staff has contacted Charlotte-Mecklenburg Schools (CMS) for an enrollment evaluation of this project, please reference Attachment E: CMS Report

<b>PART 5: STAFF RECOMMENDATION</b>
-------------------------------------

In considering Ranson Road Residential Subdivision, staff finds:

- The application is complete.
- The request is in keeping with the spirit and intent of the Town’s future land use plans.
- The Ranson Road Sketch Plan can be supported by staff subject to the following:  
The block length waiver is approved by Town Board.

- Minor plan comments are addressed

Based on the above findings staff makes a recommendation of approval.

#### **PART 6: PLANNING BOARD RECOMMENDATION**

The Planning Board met on July 25, 2017 at 6:30pm and made a recommendation to approve (9-0).

Bankier move to recommend approval because the application is complete, the request meets the 2030 Community Plan and the plan complies with the ordinance with minor plan comments addressed (detail of the greenway cross-section and strong look into staff's recommendations as listed in the staff report). Recommend the approval of the block waiver request and additionally, the applicant shall comply with the Town's request to install a left turn lane (southbound) on Ranson Road.

With the following the Planning Board is recommending to approve the request based on the previous statements.

Additionally, even though Planning Board does not have the ability to recommend denial since the plan meets the ordinance as mentioned, the Planning Board highly recommends the Town Board work on a solution to improvement the traffic situation on Ranson Road and the congestion at the Ranson Road - Stumptown Road light.

#### **PART 7: DECISION STATEMENTS**

In considering whether to approve an application for a subdivision sketch plan, the Planning and Town Board must complete the following (a full version can be found in [Section 6.320.5](#) of the Subdivision Ordinance).

- Is the application complete (lacking any particular requirement)? *If no member of the Board moves that the application is incomplete, then this inaction is taken as an affirmative finding that the application is complete.*
- 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 – Sketch Application
- B – Site Plan
- C – Neighborhood Meeting Report
- D – APF Letter of Determination
- E – CMS Report

# Town of Huntersville NORTH CAROLINA

## 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 05/01/2017

Name of Project Ranson Road Single-Family Residential

Phase # (if subdivision) 1 and 2

Location Approximately 88 linear feet South of the intersection of Ranson Road and Shiella Caruth Drive.

Parcel Identification Number(s) (PIN) 01714205; 01714247 (PARTIAL); 01714207 (PARTIAL); 01714204; 01714214 (PARTIAL)

Current Zoning District NR Proposed District (for rezonings only) N/A

Property Size (acres) 38.08 +/- Acres\* see attached signature page Street Frontage (feet) 547 +/- LINEAR FEET

Current Land Use VACANT/AGRICULTURAL/SINGLE FAMILY RESIDENTIAL

Proposed Land Use(s) SINGLE FAMILY RESIDENTIAL

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.

This request is to facilitate the development of up to 92 single family detached residential dwelling units on a portion of the site area, with appurtenant roadways, sidewalks, utilities stormwater controls, open space, and other features as depicted on the sketch plan. This plan is consistent with the recommendations of the current zoning district of Neighborhood Residential.

### 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 \_\_\_\_\_ Printed Name Larry Burton  
Address of Applicant 2215 Ayrley Town Boulevard, Suite G, Charlotte, North Carolina 28273  
Email LBurton@ClassicaHomes.com

Property Owner's Signature (if different than applicant) \_\_\_\_\_  
Printed Name See attached signature page

Property Owner's Address \_\_\_\_\_ Email \_\_\_\_\_

\* Applicant hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Classica Homes	Larry Burton	704-297-9075	LBurton@ClassicaHomes.com
Development Firm	Name of contact	Phone	Email
ColeJenest & Stone, P.A.	Jacob Bachman	704-971-4513	jbachman@colejeneststone.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.

## Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	<a href="http://www.huntersville.org/Departments/Planning.aspx">http://www.huntersville.org/Departments/Planning.aspx</a>



Parcel 017-142-04

Property Address: Ranson Rd  
Huntersville, NC 28078

Owner: Tina McAuley McGinnis  
John Calvin McAulay, Jr.

Tina McAuley McGinnis 4/28/17  
Tina McAuley McGinnis Date

John Calvin McAulay Jr. 4/28/17  
John Calvin McAulay Jr. Date

Parcel 017-142-05

Property Address: Ranson Rd  
Huntersville, NC 28078

Owner: Tina McAuley McGinnis  
John Calvin McAulay, Jr.

Tina McAuley McGinnis 4/28/17  
Tina McAuley McGinnis Date

John Calvin McAulay Jr. 4/28/17  
John Calvin McAulay Jr. Date

Parcel 017-142-07

Property Address: 15224 Ranson Rd  
Huntersville, NC 28078

Owner: Judy McAuley

Judy McAuley 4-28-17  
Judy McAuley Date

Parcel 017-142-14

Property Address: Ranson Rd  
Huntersville, NC 28078

Owner: Arthur Daniel McAulay

Arthur Daniel McAulay 4-28-17  
Arthur Daniel McAulay Date

Parcel 017-142-47

Property Address: 15218 Ranson Rd  
Huntersville, NC 28078

Owner: Chad Ryan McAuley

Chad Ryan McAuley 4-28-17  
Chad Ryan McAuley Date

*\*Until the surveyor has completed the survey the exact acreage is unknown. All of the information is based on GIS data. This is just for the application for the submittal application and is just a formality for the application. This isn't committing the family to any acreages per the contract.*



SKETCH PLAN 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 SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATION TO PLAN MAY RESULT.
- LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS.
- MAIL TO BE DELIVERED TO (1) ONE LOCATION WITHIN THE URBAN OPEN SPACE/AMENITY. THIS IS SUBJECT TO CHAIR PENDING FINAL DESIGN AND APPROVALS.
- THE PROPOSED DEVELOPMENT WILL BE SERVED BY PUBLIC WASTE MANAGEMENT FOR TRASH COLLECTION.
- THE TOWN OF HUNTERSVILLE BUILD TO LINE IS DEFINED AS, "A LINE EXTENDING THROUGH A LOT WHICH IS GENERALLY PARALLEL TO THE FRONT PROPERTY LINE AND MARKS THE LOCATION FROM WHICH THE PRINCIPLE VERTICAL PLANE OF THE FRONT BUILDING DEVELOPMENT WILL TIE INTO THE PUBLIC SYSTEM ALREADY IN PLACE WHICH IS LOCATED WITHIN THE FLOODWAY LOCATED AT THE SOUTHERN PORTION OF THE PROPERTY."
- THE PROPOSED DEVELOPMENT WILL CONSIST OF A GRAVITY DRIVEN SANITARY SEWER SYSTEM. THE SANITARY SEWER WILL SERVE EACH PROPOSED BUILDING AND TIE TO THE PROPOSED PUBLIC SYSTEM WITHIN THE DEVELOPMENT. THE PUBLIC SYSTEM WITHIN THE DEVELOPMENT WILL TIE INTO THE PUBLIC SYSTEM ALREADY IN PLACE WHICH IS LOCATED WITHIN THE FLOODWAY LOCATED AT THE SOUTHERN PORTION OF THE PROPERTY.
- THE PROPOSED DEVELOPMENT WILL CONSIST OF A PUBLIC WATER LINE WHICH WILL TIE INTO THE EXISTING PUBLIC WATERLINE LOCATED IN THE RANSON ROAD RIGHT OF WAY. THE PUBLIC WATER LINES WILL SERVE ALL BUILDINGS WITHIN THE DEVELOPMENT.
- ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (GREATER THAN 5' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCSBC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTIONS FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPRIC) LETTERS.
- 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.
- DIRECT ACCESS FROM LOTS TO A THROUGHFARE IS PROHIBITED.
- THE PROPERTY IS LOCATED WITHIN THE MOUNTAIN ISLAND LAKE PA-2 WATERSHED.
- THE PROJECT IS TO BE CONSIDERED HIGH DENSITY.
- ALL LOTS TO BE WITHIN 0.25 MILES OF URBAN OPEN SPACE.
- THIS PROJECT WILL BE BUILT AS TWO PHASES.
- ALL OUTSTANDING TRANSPORTATION COMMENTS TO BE ADDRESSED DURING PRELIMINARY PLAT DESIGN AND REVIEW.
- APPROXIMATELY 3.67 ACRES TO BE DEDICATED TO MECKLENBURG COUNTY FOR GREENWAY.
- WILLINGNESS TO SERVE LETTER IS REQUIRED PRIOR TO SKETCH PLAN APPROVAL.

SITE PLAN DATA TABLE

PROJECT NAME:	RANSON ROAD RESIDENTIAL
PARCEL NUMBER:	017-14-205, 017-14-214, 017-14-247, 017-14-207 & 017-14-204
TOTAL ACREAGE:	37.27 ACRES ±
TOTAL SQUARE FEET:	1,623,811.88 SF ±
PRINCIPAL USES:	SINGLE FAMILY DETACHED RESIDENTIAL
BUILDING TYPE:	DETACHED HOUSE
ZONING DISTRICT:	NR - NEIGHBORHOOD RESIDENTIAL
OVERLAY DISTRICT:	MIL-0
PERCENTAGE OF IMPERVIOUS ALLOWED:	70%
PERCENTAGE OF IMPERVIOUS ESTIMATED:	40.65%
LOT COUNT:	94
TOTAL NUMBER OF DWELLINGS:	94 (DETACHED)
DENSITY UNITS PER ACRE:	2.52
MIXED-USE/# OF LIVE/WORK UNITS:	N/A
TOTAL SQUARE FOOT OF NON RESIDENTIAL:	N/A
LOT SIZE RANGE:	6,875 SF ± - 14,460 SF ±
NUMBER OF LOTS WITHIN EACH RANGE:	94 LOTS
LOT WIDTHS RANGE:	55 FT ± - 65 FT ±
LOT WIDTHS RANGE:	25 LOTS - 65' WIDTH
LOT WIDTHS RANGE:	68 LOTS - 55' WIDTH

SETBACKS AND BUILD-TO- LINES

FRONT BTL RANGE:	15 FT - 30 FT*
CORNER SETBACKS	7.5 FT
REAR SETBACKS	25 FT
SIDE SETBACKS	5 FT
*MINIMUM OF 20 FEET BETWEEN THE FACE OF THE GARAGE AND THE BACK OF THE RIGHT-OF-WAY.	

DEVELOPMENT SUMMARY:

TOTAL SITE AREA:	± 37.27 ACRES
TOTAL DEVELOPABLE AREA:	± 29.94 ACRES
TOTAL YIELD:	94 LOTS (28%) 26 LOTS (28%) 68 LOTS (72%)
TREE CANOPY REQUIREMENT:	10% OF EXISTING CANOPY
URBAN PARK REQUIREMENT:	WITHIN 1/4 MILE OF EACH LOT
URBAN PARKS PROVIDED:	FORECOURT 1: 0.62 ACRES FORECOURT 2: 0.37 ACRES
CURRENT ZONING:	NEIGHBORHOOD RESIDENTIAL
REQUIRED STREET SECTION:	51' PUBLIC RIGHT OF WAY
REQUIRED PERIMETER BUFFER:	20'

ADDITIONAL NOTES:  
THIS DESIGN CONTEMPLATES REMOVAL OF THE EXISTING FARM POND. PER PRELIMINARY DISCUSSIONS WITH MEFG, THE FEATURE IS NOT IDENTIFIED AS A JURISDICTIONAL WATER. ADDITIONAL DOCUMENTATION OF THIS ASSESSMENT IS REQUIRED.

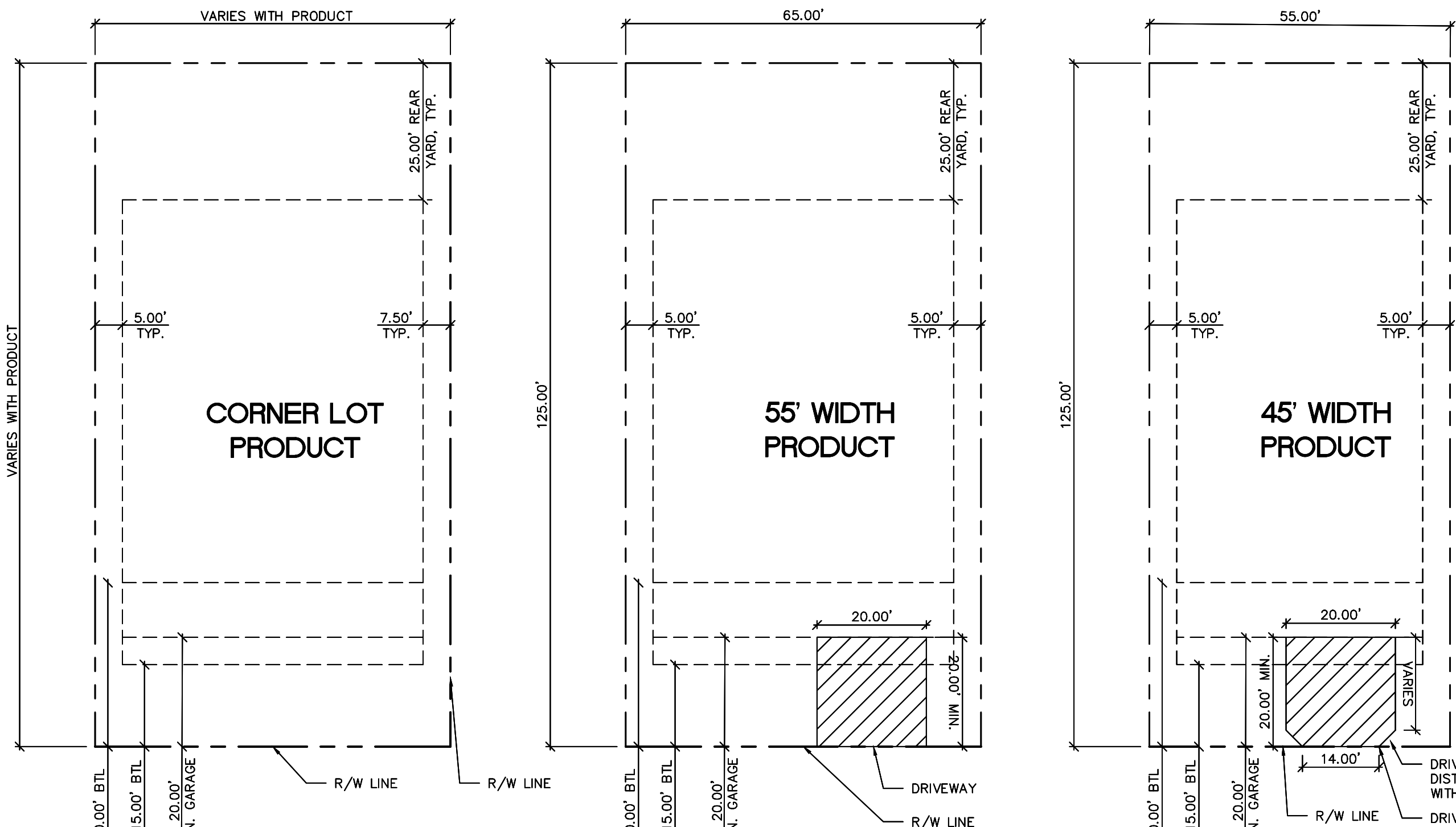
ROCK OUTCROPPINGS WERE ENCOUNTERED IN THE PROXIMITY OF BORING B-8, PER SUMMIT PROJECT NUMBER 2448.24. THIS AREA WAS NOT DEVELOPED AS PART OF THE SINGLE FAMILY SITE DESIGN.

A GREENWAY DEDICATION IS TO BE MADE BETWEEN LOTS 27 AND 28 TO ACCESS THE MECKLENBURG COUNTY GREENWAY. THE CONSTRUCTION OF THE CONNECTION IS THE RESPONSIBILITY OF THE DEVELOPER.

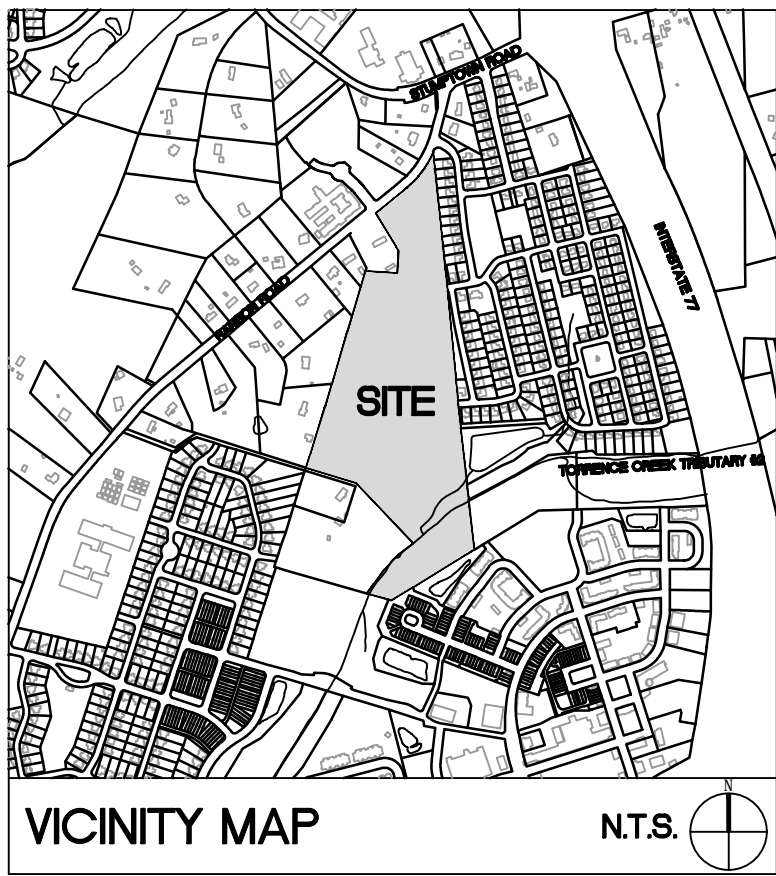
BASED ON PRELIMINARY SITE VISIT, THE REQUIRED VERTICAL AND HORIZONTAL SITE DISTANCE AT THE PROPOSED ENTRANCE TO THE COMMUNITY IS ANTICIPATED TO BE MET. THE DESIGN SPEED OF RANSON ROAD IS 35 MPH, REQUIRING AN APPROXIMATELY 350 LINEAR FOOT SIGHT DISTANCE.

THIS DRAWING IS CONCEPTUAL IN NATURE AND INTENDED TO CONVEY DESIGN INTENT. FURTHER STUDIES MUST BE PERFORMED AND ADDITIONAL DATA OBTAINED TO VERIFY COMPLIANCE WITH LOCAL OF STATE REGULATIONS.

THE COMMUNITY ENCROACHMENT LINE MUST BE CLEARLY MARKED PRIOR TO ANY GRADING AND THE MARKED LINE MUST BE MAINTAINED ON SITE UNTIL FINAL GRADING IS COMPLETED.

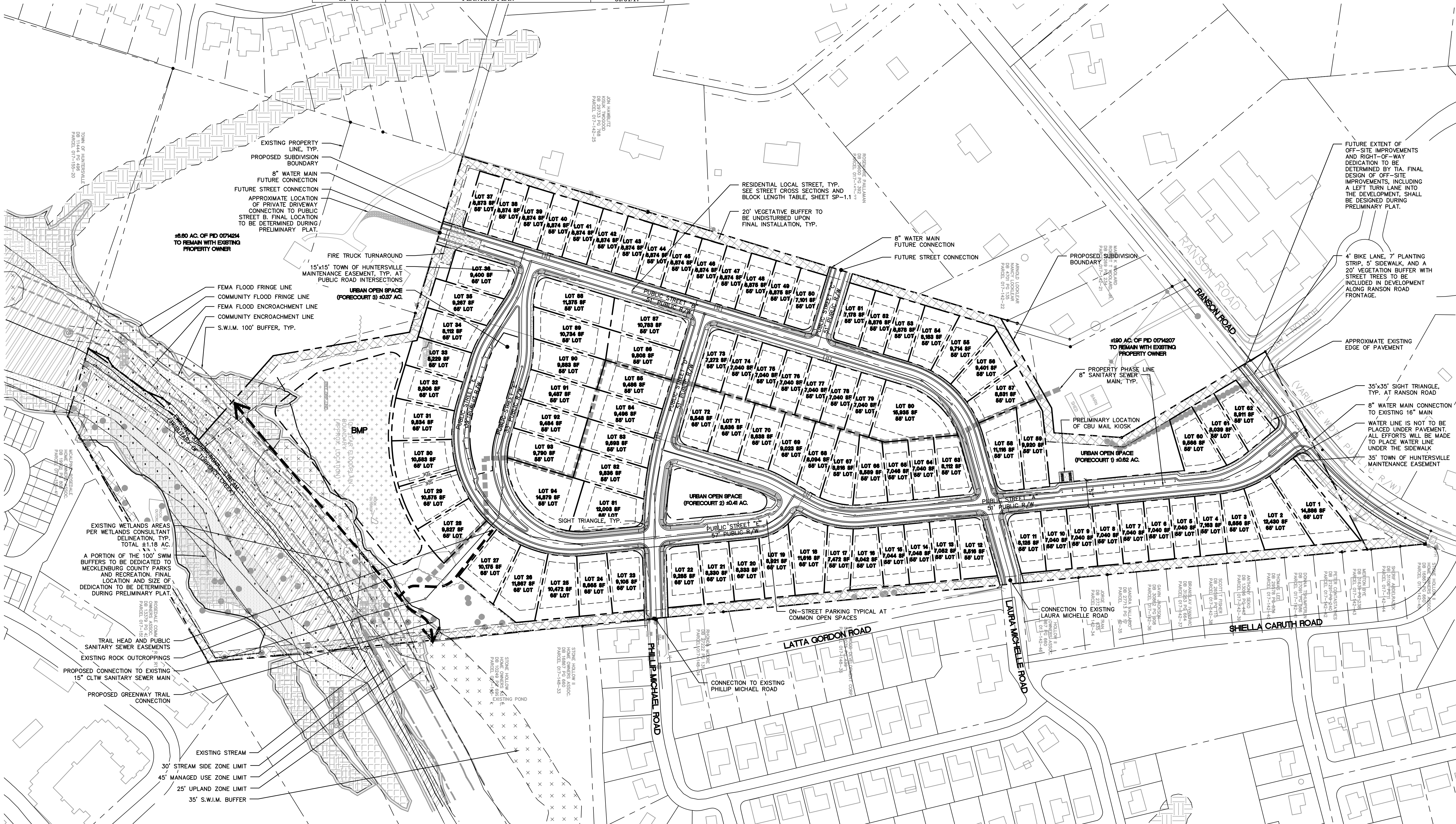


EXAMPLE LOT DIAGRAM



LEGEND

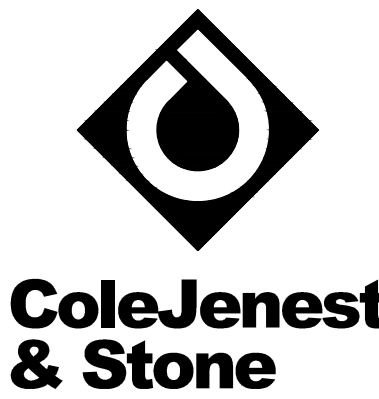
SYMBOL	
[Pattern]	PROPOSED SIDEWALK
[Pattern]	PROPOSED CURB AND GUTTER
[Pattern]	PROPOSED SAND FILTER AND DRY DETENTION AREA
[Pattern]	EXISTING COMMUNITY FLOODPLAIN
[Pattern]	EXISTING FEMA FLOODPLAIN
[Pattern]	EXISTING COMMUNITY FLOODWAY
[Pattern]	EXISTING FEMA FLOODWAY
[Pattern]	EXISTING PCCO BUFFER
[Pattern]	VEGETATED BUFFER



PRELIMINARY  
NOT FOR  
CONSTRUCTION



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- CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
- ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
- SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.



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- Urban Design

200 South Tryon Street, Suite 1400  
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url- www.colejeneststone.com

CLASSICA  
HOMES, LLC  
2215 Ayersley Town Boulevard  
Suite G  
Charlotte, North Carolina 28273

RANSON ROAD  
RESIDENTIAL

15290 Ranson Road  
Huntersville, North Carolina 28078

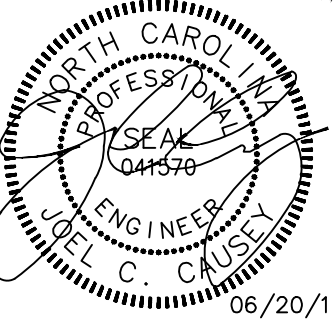
SKETCH PLAN  
EPM # 376098

Project No.  
4525.01

Issued  
05/01/17

THIS PLAN IS SCHEMATIC IN NATURE AND LOCATIONS OF ROAD LOTS, TREES, AND OTHER IMPROVEMENTS ARE SUBJECT TO FINAL DETERMINATION ON PRELIMINARY AND FINAL PLANS.

Revised



SCALE: 1"=100'

0 50' 100' 200'

SP-1.0

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\*NOTE: SPECIMEN TREES ARE DEFINED PER THE TOWN OF HUNTERSVILLE ORDINANCE:  
- SMALL MATURING TREES WITH A CALIPER OF 12" OR GREATER  
- LARGE MATURING TREES WITH A CALIPER OF 24" OR GREATER  
TOTAL NUMBER OF SPECIMEN TREES ON SITE: 228  
NUMBER OF SPECIMEN TREES TO BE REMOVED: 164 (72%)  
NUMBER OF SPECIMEN TREES TO BE SAVED: 64 (28%)  
CeB2- Cecil Sandy Clay Loom, 2 - 8% slopes (B)  
Wd- Wilkes Loom, 8 - 15% slopes (D)  
M- Monoclon Loom, 0 to - 0-2% slopes (B/D)  
CeD2- Cecil Sandy Clay Loom, 1-8% (B)  
DaB- Davidson Sandy Clay Loom 2-8% (B)  
SUMMARY:  
HYDROLOGIC SOIL GROUP B: 31.45 AC (84.4%)  
HYDROLOGIC SOIL GROUP D: 5.82 AC (15.6%)  
TOTAL ON SITE  
WOODLAND AREA: 9.79 AC  
WOODLAND AREA: 4.66 AC  
TO BE PRESERVED: (47.6% OF TOTAL WOODLAND AREA)  
MEADOW AREA: 24.32 AC  
TOTAL SITE AREA: 37.27 AC

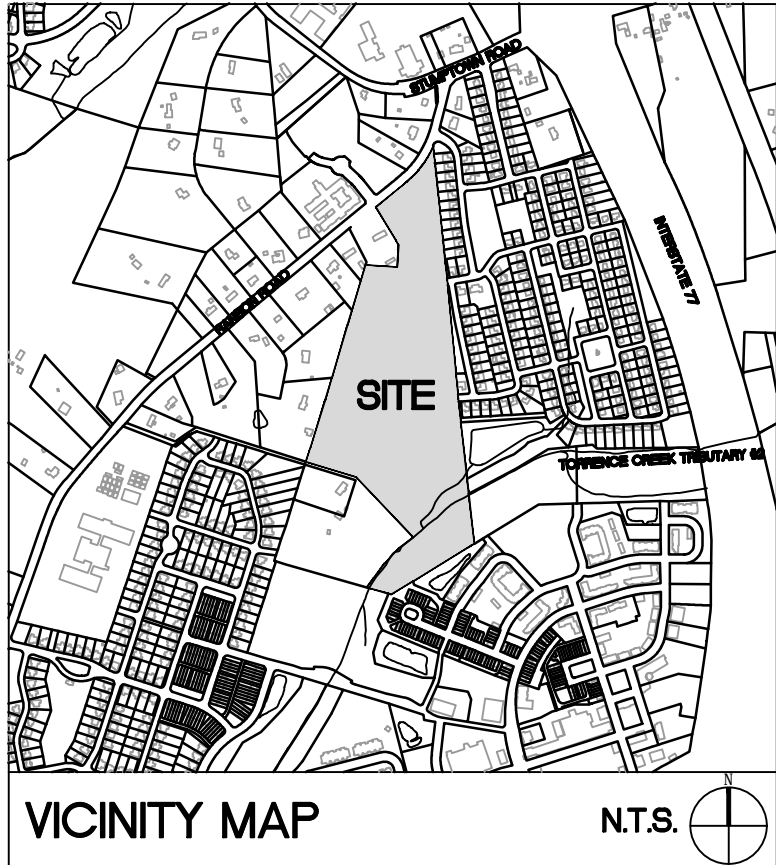
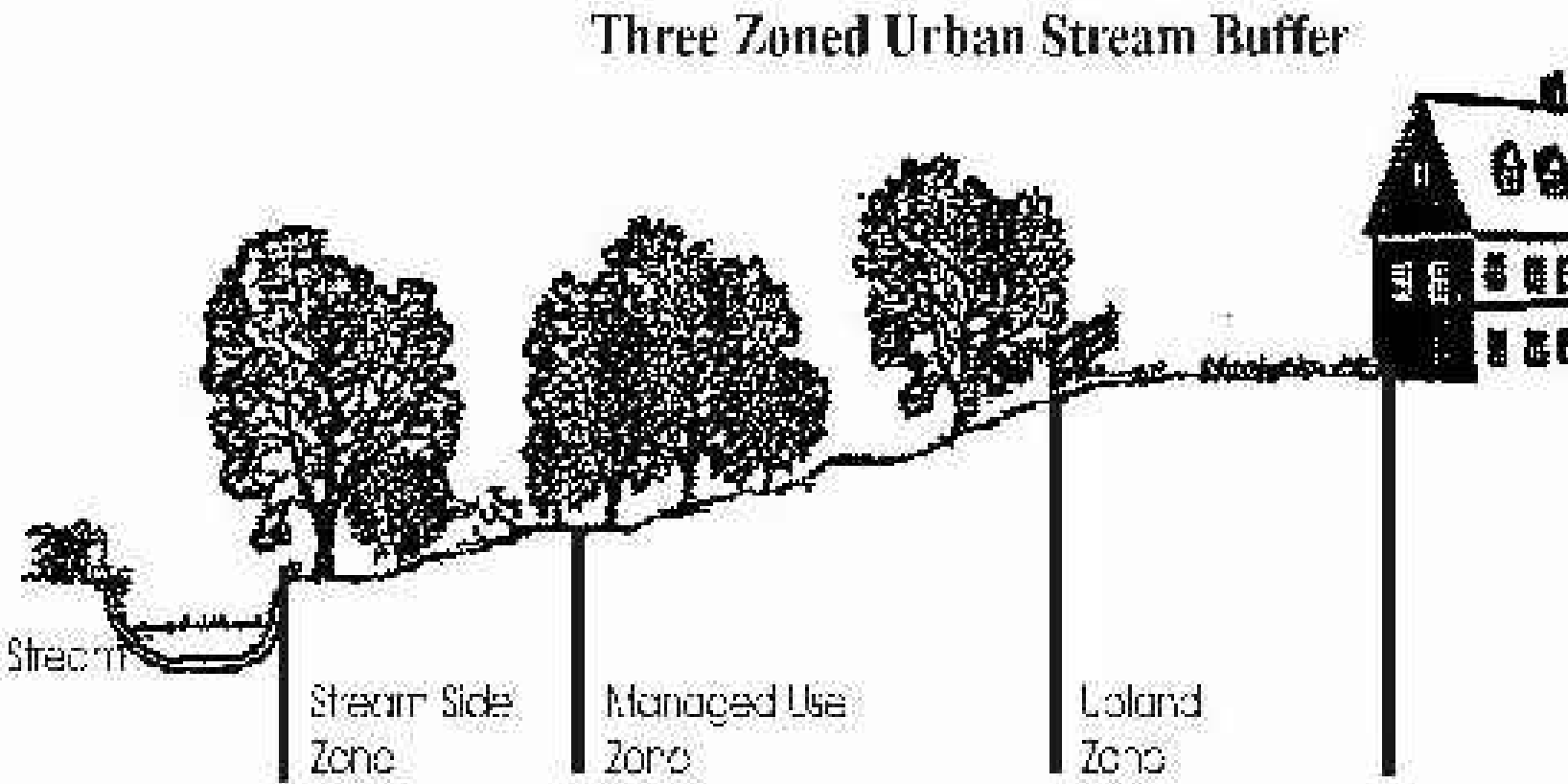
TREE PROTECTION NOTES:

APPLICABILITY:  
A TREE AND ROOT PRESERVATION PLAN DELINEATING AREAS OF TREE SAVE SHALL BE INCORPORATED AS PART OF THE LANDSCAPING, GRADING, AND EROSION CONTROL PLANS. THE FOLLOWING MEASURES SHALL BE FOLLOWED TO PROTECT EXISTING TREES ON A DEVELOPING SITE PRIOR TO DEMOLITION, CLEARING, CONSTRUCTION, GRADING, AND INSTALLATION OF EROSION CONTROL MEASURES; TREE PROTECTIVE BARRIERS MUST BE INSTALLED AROUND ALL TREE SAVE AREAS BY THE DEVELOPER AND APPROVED BY THE TOWN.  
- THE TREE PROTECTION FENCE SHALL BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA (GRIP LINE PLUS 5 FEET). TREE PROTECTION FENCING FOR A FOREST CANOPY STANDS AREA IS TO BE LOCATED ALONG THE PERIMETER OF THE TREE SAVE AREA AROUND THE FOREST EDGE. TREE PROTECTION FENCING SHALL CONSIST OF ORANGE SAFETY FENCING OR A COMBINATION OF ORANGE SAFETY FENCING WITH SILT FENCING AT A MINIMUM OF 4 FEET IN HEIGHT ON METAL OR WOOD POSTS.  
- ALL TREE PROTECTION AREAS MUST BE DESIGNATED AS SUCH WITH "TREE SAVE AREA SIGNS" POSTED IN ADDITION TO THE REQUIRED PROTECTIVE FENCING. SIGNS REQUESTING SUBCONTRACTOR COOPERATION AND COMPLIANCE WITH TREE PROTECTION STANDARDS ARE RECOMMENDED FOR SITE ENTRANCES.  
- NO SOIL DISTURBANCE OR COMPACTION, STOCK PILING OF SOIL OR OTHER CONSTRUCTION MATERIAL, VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT AND MATERIALS ARE ALLOWED WITHIN THE TREE SAVE AREA.  
- NO ROPES, SIGNS, WIRES, UNPROTECTED ELECTRICAL INSTALLATION OR OTHER DEVICE OR MATERIAL, SHALL BE SECURED OR FASTENED AROUND OR THROUGH A TREE OR SHRUB.  
- ALL PROTECTIVE MEASURES SHALL BE MAINTAINED THROUGHOUT THE LAND DISTURBING AND CONSTRUCTION PROCESS, AND SHALL NOT BE REMOVED UNTIL FINAL LANDSCAPING IS INSTALLED.

ADJACENT PROPERTY OWNER INFORMATION

PARCEL #	PID #	OWNER	DEEDBOOK	PAGE #	ZONE
1	1747237	ABRAHAM WILLOUGHBY	29302	630	NR
2	1747238	ANNETTE & GEORGE RICHARDSON III & ELISABETH	27640	326	NR
3	1747239	CHRISTOPHER R & JODIE M SCHRANK	29213	19	NR
4	1747240	MATTHEW SKELLY & BRANDY SKELLY	29262	612	NR
5	1747241	PAULA & LEMAURO K DIPIETRO	29863	747	NR
6	1747242	JESSE & LYNN WADDELL	25692	572	NR
7	1747243	SCOTT D MANSKE	23391	670	NR
8	1747244	LISA SEPI	26538	271	NR
9	1747278	JASON KYLE & KIMBERLY M MCMILLAN	31036	977	NR
10	1715541	ASSOC MCAULPINE ROSEDALE HOMEOWNERS & C/O FAITH MANAGEMENT SERVICES	19901	800	NR(TND-O)
11	1714833	HOME OWNERS ASSOC STONE HOLLOW II	16867	660	NR
12	1714834	RHONDA MOORE	27222	131	NR
13	1714835	EASTWOOD DEVELOPMENT CORP	10075	439	NR
14	1714246	HOME OWNERS ASSOC STONE HOLLOW II	16867	660	NR
15	1714234	JORGE JUAN & MARIA OFELIA BELTRAN	27338	935	NR
16	1714235	SANDRA J VALLARIO	27713	17	NR
17	1714236	GAVIN & AMY JACKSON	30862	908	NR
18	1714237	BRANISLAV IVANOVIC & JENNIFER L KUBETZ	31253	664	NR
19	1714238	SCOTT & MICHELLE FISHER	26598	115	NR
20	1714239	ANTHONY D SEKO	13096	442	NR
21	1714240	THOMAS & HEATHER LEE	29578	634	NR
22	1714241	DONNA TSCUMPERLIN	27091	586	NR
23	1714242	PETER J JR CONTASTHES	21291	240	NR
24	1714243	MERTON W BYE JR	31639	238	NR
25	1714244	SHERIF A E ABDELRAZEK	31106	1	NR
26	1714245	HOME OWNERS ASSOC STONE HOLLOW II	16867	660	NR
27	1714204	TINA MCAULAY MCGINNIS & JOHN CALVIN JR MCAULAY	31450	743	NR

S.W.I.M BUFFER CROSS SECTION



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**CLASSICA HOMES, LLC**  
2215 Ayersley Town Boulevard  
Suite G  
Charlotte, North Carolina 28273

**RANSON ROAD RESIDENTIAL**

15290 Ranson Road  
Huntersville, North Carolina 28078

**TREE PRESERVATION AND EXISTING CONDITIONS**

Project No.  
4525.01

Issued  
05/01/17

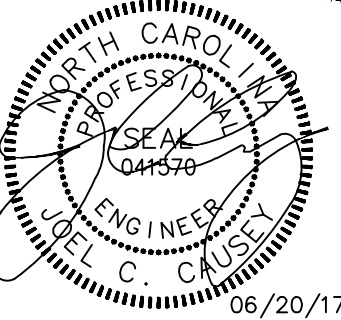
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Revised

**PRELIMINARY  
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SCALE: 1"=100'  
0 50' 100' 200'

**SP-3.0**

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# RANSON ROAD RESIDENTIAL

## Neighborhood Meeting Report

June 20, 2017

The neighborhood meeting for Ranson Road Residential project, EPM no. 376098, was held on June 20, 2017 at 5:00 P.M. The notice letter is attached. The sign in sheet had been provided as required prior to and during the meeting, however someone removed the sign in sheets after the meeting, and before the Applicant or Town Staff could retrieve them. There were approximately 45 individuals from the community present at the meeting.

Introduction by Classica, and a short presentation on the background of the company, site plan and typical products that they build. The floor was then opened for questions and comments. The following is a summary of the questions and comments made at the meeting:

**1. What will the lot sizes be?**

Response: There will be two different lot widths: 55' and 65' based on home product. The lot depth will be 125' for both sizes.

**2. How much will the homes cost?**

Response: \$500,000+ will be the likely low-end cost range of the homes, but it will depend on the market at that time.

**3. Where will the utilities come from?**

Response: Ranson Road is where most utilities, including water, will come from. The sewer connection will be made through the south end of the property where the existing sewer line is located within the floodplain.

**4. Where will the traffic go?**

Response: The main entrance for the neighborhood will be on Ranson Road.

**5. Why is the town pushing connectivity between the neighborhoods?**

Response: Stub roads and connectivity are requirements by the Town of Huntersville

**6. The traffic is excessive on Ranson Road and in the Stone Hollow neighborhood – recent traffic statistics were cited – we are having trouble getting in and out of our neighborhood. Ranson and Stumptown are impassable during school times. What are you going to do to help this problem?**

Response: A Traffic Impact Analysis (TIA) is being done, though not yet finalized. Currently it indicates that a left turn lane into the neighborhood with 100' of stacking will be required.

**7. What is the benefit to us? We have overburdened roads and difficulty getting to our neighborhoods. I-77 has issues and presents air quality issues. We need some benefit.**

Response: The Town of Huntersville, Mecklenburg County, and NCDOT are responsible for global



traffic concerns. This proposed development is required to study and mitigate traffic impacts associated with this proposed new construction.

**8. Traffic backs up, can you put a right turn lane in?**

Response: A right turn lane has not been identified as a roadway improvement in the TIA, and will likely not shorten length of traffic.

**9. When was the traffic study done?**

Response: Ramey Kemp Representative – traffic study done while school is in session, during peak hours.

**10. Who pays for the traffic study?**

Response: It is required by town that the applicant secure a consultant and finance the traffic study. The study must be completed per the guidelines of the Town of Huntersville, and be reviewed and approved by the Town of Huntersville. There was a public comment regarding conflict of interest. There is no conflict of interest. This study is monitored by the Town and prepared by a licensed professional bound by the professional ethics.

Town interjected: The Town has a list of engineers who are qualified and approved by the Town for applicants to use. The Town does not pay for applicant's traffic studies.

**11. I have lived on Ranson Road since 1989. Once development of the area started, we had to go through all of this with every project. The trouble isn't with Classica, it is with the town. The Town has to deal with this.**

**12. Are you going to have 20' buffer or more?**

Response: The development will provide a 20' buffer around the perimeter of the project, and will be maintaining the required buffer. Existing trees will be saved where practical and additional planting will be installed. The buffer is intended to be very attractive and provide privacy for both the residents and adjoining property owners.

**13. Do you have to connect both streets? (Laura Michelle Rd and Phillip Michael Rd)**

Response: The Town responded that it is required connectivity per the Ordinance.

**14. Will there be connectivity to the South, a connection to the Greenway?**

Response: The Town responded that the greenway will be dedicated to Mecklenburg County along the creek. The timeframe for construction of this section of Greenway is unknown.

**15. Are there plans to widen Ranson road?**

Response: The Town responded that Stephen Trott, the Town transportation engineer, is not present at the meeting, and that he would be the appropriate representative to answer this question.

**16. What is the distance between the adjoining neighborhood entrances?**

Response: Approximately 400'

**17. Will the turn lane extend to our neighborhood?**

Response: The turn lane is intended to extend only to the limits established to mitigate traffic of this proposed development.

**18. When will construction occur?**

Response: Construction is planned to occur in 2018-2019

**19. Will you build front to back?**

Response: Classica explained their phasing approach, which starts at the connection to Ranson Road, and bisects the site into two phases.

**20. Because of existing topography, the height of the homes will be pronounced.**

Response: The height of homes vary with the product. The proposed grading along the property boundary to the East also contemplates lowering the grade at the property line.

**21. Where will stormwater runoff go?**

Response: All stormwater runoff must be captured and treated through the use of a dry detention facility and surface sand filter at the Southern portion of the project.

**22. There is a sliver of land still owned by Eastwood, not by the Stone Hollow neighborhood, which abuts the project. A resident in attendance mentioned that she had discussed with the owner the opportunities to deed this land to the HOA as a buffer.**

**23. There is concern with exiting on Ranson Road, particularly in the morning. Will you reduce accidents?**

Response: The Applicant is required to provide a Traffic Study which will identify improvements required to be constructed as part of this development.

**24. Streets are backed up. Roads are not adequate. Why doesn't the town improve this and fix the problem?**

Response: The Town representative asked to pass along the contact information for all concerned citizens to the Town Transportation Engineer for a more detailed response.

**25. How does the sketch plan process work?**

Response: The Town representative detailed the dates for all future meetings that the neighbors may attend, and gave a brief overview of the process.

**26. What trees will be preserved?**

Response: Old growth trees located in the required buffers will be preserved to the greatest possible extent.

**27. A safety concern was raised regarding the driveway connection to Ranson Road**

Response: The connection will meet all Town guidelines.

**28. Will the street connections to the East be the same section?**

Response: The cross section of the proposed street connection is very similar to the existing street section.

**29. What will the buffer look like?**

Response: Evergreen and deciduous screening will be provided to supplement any existing vegetation that is currently in the buffer.

**30. Can Classica help with traffic calming devices?**

Response: The Town representative asked questioner to send an email so that they can communicate with the Town Transportation Engineer regarding traffic calming devices.

**31. Is land already bought?**

Response: The land is currently under contract, but not yet purchased.

**32. Can we attend planning board meeting?**

Response: Yes, and town board meeting

**33. Is there a potential for street connectivity to adjacent homes at rosewood meadow?**

Response: This will not be financially feasible for future developer/town/county because of the greenway connection and stream crossing.

**34. Why are there street stubs?**

Response: The town requires stub streets to connect to future, unplanned development on adjacent properties.

**35. Is this a rezoning?**

Response: No, this is a "by-right" development. The applicant must meet all requirements of the Ordinance.

**36. There is concern about traffic coming out onto stumptown through adjacent neighborhoods. Roads are in poor conditions already, and something needs to be done before building new developments.**

Response: Comment acknowledged.

**37. How is this going to benefit us?**

Response: This will benefit the community by bringing high quality homes with a lower density plan, common open space, screening, and potentially increasing property values.

**38. A resident closed with thanking the Applicant for not bringing in townhomes and apartments, and thanked them for being open with us.**

**39. 6:29 Meeting closed.**





June 5, 2017

RE:    Property Owner:    John Calvin McAulay  
                                 Tina McAulay McGinnis  
                                 Judy McAulay  
                                 Arthur Daniel McAulay  
                                 Chad Ryan McAulay

Applicant:                Larry Burton, Classica Homes  
EPM No.:                 376098

A portion of parcel numbers 01714247, 01714207, 01714214 and the entire parcel numbers 01714205 and 01714204, approximately 38.08 acres proposed for subdivision under the current zoning district of Neighborhood Residential (NR); 15290 Ranson Road, Huntersville, North Carolina.

Dear Property Owner:

Classica Homes would like to invite you to attend a neighborhood meeting scheduled for June 20, 2017 from 5:00 p.m. to 6:00 p.m. to review our proposed Subdivision Sketch Plan in connection with the above referenced property. The meeting will be held at the Huntersville Town Hall located at 101 Huntersville-Concord Road in Huntersville.

We look forward to seeing you there.

Sincerely,

  
Bill Saint  
President, Classica Homes  
704-499-9400

## 4525.01\_Ranson Road Residential - Neighborhood Meeting Mailing List - 05/31/17



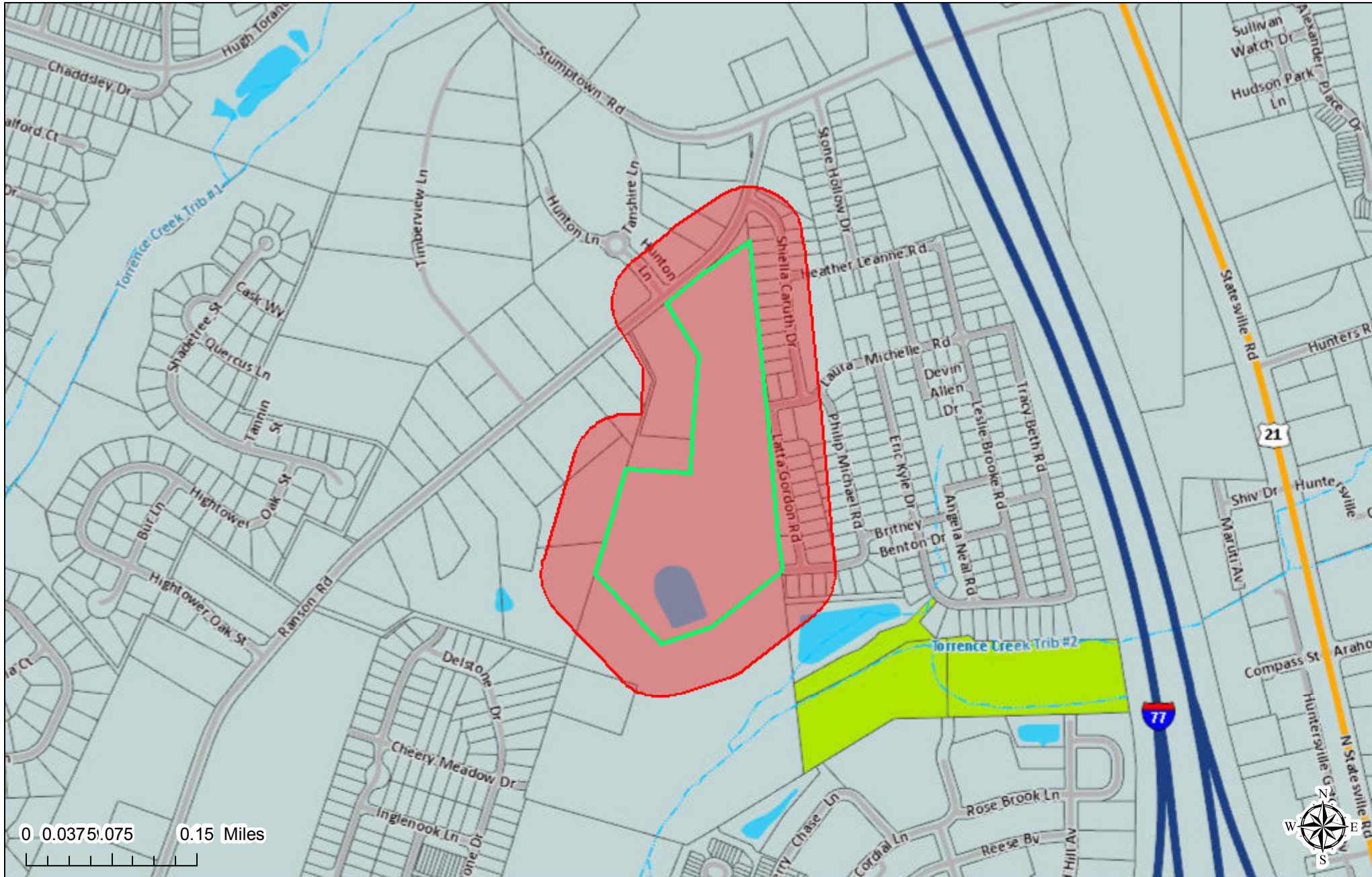
PARCEL ID	OWNER NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE	PROPERTY ADDRESS	LEGAL DESCRIPTION	DEED BOOK	DEED PAGE	LAND AREA
00080105	VILLAGES OF MECKLENBURG ASSISTED LIVING LLC	ATTN:MICHAEL P. RAUCHWARG 500 RIDGEFIELD CIRCLE ASHVILLE NC 28806	ASHEVILLE	NC	28806	13910 HUNTON LN HUNTERSVILLE	L2 M58-637	28871	485	8.883 AC
00080106	DUCKSON ADMINISTRATOR OF THE ROMAN CATHOLIC DCH/CH WEST, MAURICIO W	PO BOX 36776 CHARLOTTE NC 28276	CHARLOTTE	NC	28276	15113 RANSON RD HUNTERSVILLE	NA	14122	459	1.72 AC
00080111	BROOKS BOY A JR BROOKS, DANNE B	15111 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15111 RANSON RD HUNTERSVILLE	N/A	7839	184	2 AC
00080127	ZARAGOZA, JOSUE J ZARAGOZA, SANDRA L	PO BOX 57 HUNTERSVILLE NC 28070	HUNTERSVILLE	NC	28070	15103 RANSON RD HUNTERSVILLE	L3 M44-820	10026	231	1.216 AC
00080161	SKILLED NURSING CARE SERVICES OF MECKLENBURG, LLC/CO OLDF. INDY COMMONS AT THE VILLAGES OF MECKLENBURG	1108 ARDLEY RD CHARLOTTE NC 28207	CHARLOTTE	NC	28207	13825 HUNTON LN HUNTERSVILLE	P1 M58-637	19470	124	3.618 AC
00080164	ZARAGOZA, SANDRA L ZARAGOZA, JOSUE J	15409 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15409 RANSON RD HUNTERSVILLE	L4 M44-820	10025	231	1.386 AC
01714204	MCGINNIS, TINA MCAULAY MCAULAY, JOHN CALVIN JR	417 DINGLER AVE MOORESVILLE NC 28115	MOORESVILLE	NC	28115	RANSON RD HUNTERSVILLE	NA	31450	763	0.377 AC
01714205	MCGINNIS, TINA MCAULAY MCAULAY, JOHN CALVIN JR	417 DINGLER AVE MOORESVILLE NC 28115	MOORESVILLE	NC	28115	RANSON RD HUNTERSVILLE	NA	31450	745	19.84 AC
01714205	MCAULAY, JOHN CALVIN JR MCGINNIS, TINA MCAULAY	417 DINGLER AVE MOORESVILLE NC 28115	MOORESVILLE	NC	28115	RANSON RD HUNTERSVILLE	NA	31450	745	19.84 AC
01714207	MCAULAY, RUDY M	15224 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15224 RANSON RD HUNTERSVILLE	L6 M39-288	3299	557	2.908 AC
01714213	MCAULAY, ARTHUR DANIEL	14850 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14850 RANSON RD HUNTERSVILLE	OFF RANSON RD #2139	3785	535	2.01 AC
01714214	MCAULAY, ARTHUR DANIEL	14850 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14850 RANSON RD HUNTERSVILLE	N/A	3825	561	22.13 AC
01714221	WOODARD, MARY KAY D WOODARD, ROBERT T JR	15300 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15300 RANSON RD HUNTERSVILLE	NA	17249	218	0.88 AC
01714222	LOCKLEAR, ANNDOL LOCKLEAR, NANCY	15136 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15136 RANSON RD HUNTERSVILLE	N/A	4701	135	1.5 AC
01714233	BROGGIETS, SHARON J BROGGIETS, RICHARD E	15104 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15104 RANSON RD HUNTERSVILLE	N/A	7816	206	2.758 AC
01714235	TWOGOOD, KISHIN HAWNBLOT, JON	15020 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15020 RANSON RD HUNTERSVILLE	NA	28733	789	4 AC
01714237	PALLAMAN, ROSEMARIE	12607 CALPURN DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15024 RANSON RD HUNTERSVILLE	NA	29600	392	2.997 AC
01714238	HESTER, HAROLD W JR HESTER, JULIE R	15418 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	15418 RANSON RD HUNTERSVILLE	M20 B54	5602	26	0.770 GUS Acres
01714232	JENNIFER, JENNIFER J JENNIFER, ROBERT	14736 LAURA MICHELLE RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14736 LAURA MICHELLE RD HUNTERSVILLE	L205 M54-745	12306	382	0.175 AC
01714233	THE PROPERTY NORTH CAROLINA LP	1777 MAIN ST STE 2000 DALLAS TX 75201	DALLAS	TX	75201	14730 LAURA MICHELLE RD HUNTERSVILLE	L206 M54-745	30418	628	0.202 AC
01714234	BELTRAN, MARIA CELIA BELTRAN, JORGE JUAN	13615 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13615 SHEILA CARUTH DR HUNTERSVILLE	L207 M53-953	27738	935	0.198 AC
01714235	VALLARID, SANDRA J	13619 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13619 SHEILA CARUTH DR HUNTERSVILLE	L208 M53-953	27713	17	0.191 AC
01714236	KURSON, GAVIN JACKSON, AMY	13623 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13623 SHEILA CARUTH DR HUNTERSVILLE	L209 M53-577	30862	969	0.187 AC
01714237	JUBERT, JENNIFER J JUBERT, BRANISLAV	13627 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13627 SHEILA CARUTH DR HUNTERSVILLE	L210 M54-745	31253	664	0.188 AC
01714238	EWER, MICHELLE M EWER, SCOTT T	13647 ARTHUR AUTEN RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13643 SHEILA CARUTH DR HUNTERSVILLE	L211 M53-577	26598	115	0.175 AC
01714239	SEGO, ANTHONY D	13635 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13635 SHEILA CARUTH DR HUNTERSVILLE	L212 M54-745	13095	443	0.179 AC
01714240	LEE, THOMAS LEE, HEATHER	MC 66 BOX 483 MOUNTAINAIR NM 87036	MOUNTAINAIR	NM	87036	13639 SHEILA CARUTH DR HUNTERSVILLE	L213 M54-745	29578	634	0.179 AC
01714241	TSCHUMPERLIN, CONNIE	13703 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13703 SHEILA CARUTH DR HUNTERSVILLE	L214 M53-953	27901	586	0.179 AC
01714242	CONSTANTINES, PETER J JR	13729 PENNINGTON DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13707 SHEILA CARUTH DR HUNTERSVILLE	L215 M53-953	21281	240	0.179 AC
01714243	BYE, NIKIAI BYE JR, MERTON W	13711 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13711 SHEILA CARUTH DR HUNTERSVILLE	L216 M53-953	21169	218	0.179 AC
01714244	ABDELRAZAK, SHEFI A E	13717 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13717 SHEILA CARUTH DR HUNTERSVILLE	L217 M53-953	31106	1	0.175 AC
01714245	STONE HOLLOW 3 HOME OWNERS ASSOC	2837 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	SHEILA CARUTH DR HUNTERSVILLE	C/A M54-745	16867	660	0.135 AC
01714246	STONE HOLLOW 3 HOME OWNERS ASSOC	2837 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	LAURA MICHELLE RD HUNTERSVILLE	C/A M54-745	16867	660	0.034 AC
01714247	MCAULAY, CHAD FIANE	15224 RANSON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	RANSON RD HUNTERSVILLE	L6 M39-288	15179	703	1.179 AC
01714311	STONE HOLLOW 3 HOME OWNERS ASSOC	2837 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	SHEILA CARUTH DR HUNTERSVILLE	C/A M54-745	16867	660	0.135 AC
01714312	RIESE, TYLER D RIESE, ERICA K	13718 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13718 SHEILA CARUTH DR HUNTERSVILLE	L218 M54-745	11228	589	0.211 AC
01714313	HINKIN, JASON A	13712 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13712 SHEILA CARUTH DR HUNTERSVILLE	L219 M54-745	24210	635	0.209 AC
01714314	OWAHABU, PURNIMA DAS KELKAR, AMIT S	13708 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13708 SHEILA CARUTH DR HUNTERSVILLE	L220 M54-745	30946	874	0.227 AC
01714315	KAMMELER, ANGELA M KAMMELER, DEAN A	13704 SHEILA CARUTH DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13704 SHEILA CARUTH DR HUNTERSVILLE	L221 M54-745	26664	450	0.248 AC
01714328	STONE HOLLOW HOMEOWNERS ASSOC	2847 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	ERIC KYLE DR HUNTERSVILLE	L1/COS M47-997	10249	699	3.165 AC
01714557	MECKLENBURG COUNTY	608 E 4TH ST CHARLOTTE NC 28202	CHARLOTTE	NC	28202	ERIC KYLE DR HUNTERSVILLE	L2 M47-997	22128	400	1.585 AC
01714598	MECKLENBURG COUNTY	600 EAST FOURTH ST CHARLOTTE NC 28202	CHARLOTTE	NC	28202	STAMPTOWN RD HUNTERSVILLE	L1 M47-995	22305	150	3.396 AC
01714731	STONE HOLLOW 3 HOME OWNERS ASSOC	2837 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	SHEILA CARUTH DR HUNTERSVILLE	OPEN SPACE M53-953	16867	660	2.103 AC
01714739	DEHAVEN, KEVIN STEUART EVANS, REBECCA M	13118 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13118 PHILIP MICHAEL RD HUNTERSVILLE	L100 M54-743	10169	645	0.166 AC
01714810	BEVES, ANDREW BEVEL, JIMBERLY	13114 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13114 PHILIP MICHAEL RD HUNTERSVILLE	L101 M54-743	30739	779	0.152 AC
01714811	ENGLISH, LEE A	13110 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13110 PHILIP MICHAEL RD HUNTERSVILLE	L102 M54-743	29831	981	0.153 AC
01714832	LYNCH, SHAWN W LYNCH, KEVIN PATRICK	13106 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13106 PHILIP MICHAEL RD HUNTERSVILLE	L103 M54-743	29623	820	0.153 AC
01714833	STONE HOLLOW 3 HOME OWNERS ASSOC	2837 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	PHILIP MICHAEL RD HUNTERSVILLE	C/A M54-743	16867	660	0.406 AC
01714834	MOORE, RHONDA THE RHONDA MOORE REVOCABLE LTV	13305 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13305 PHILIP MICHAEL RD HUNTERSVILLE	L104 M54-743	27122	131	0.226 AC
01714835	EASTWOOD DEVELOPMENT CORP	2837 WESTPORT RD CHARLOTTE NC 28208	CHARLOTTE	NC	28208	LATTA GORDON RD HUNTERSVILLE	M54-743	10075	419	0.418 AC
01714836	SAVLER, RENE A	13314 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13314 LATTA GORDON RD HUNTERSVILLE	L203 M54-743	14635	694	0.188 AC
01714837	CHIN, RONG	13306 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13306 LATTA GORDON RD HUNTERSVILLE	L202 M54-743	29839	558	0.173 AC
01714838	CO AMERICAN HOMES 4 RENT, LAMH 2014-3 BORROWER LLC	10001 AGOURA RD SUITE 200 AGOURA HILLS CA 91301	AGOURA HILLS	CA	91301	13302 LATTA GORDON RD HUNTERSVILLE	L201 M54-743	29607	269	0.175 AC
01714839	BASS, MARVIN D BASS, DELOIS H	13404 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13426 LATTA GORDON RD HUNTERSVILLE	L200 M54-743	14294	680	0.177 AC
01714840	SHAMONS, SHAMON A ALEXANDRIA	13422 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13422 LATTA GORDON RD HUNTERSVILLE	L109 M54-743	31536	493	0.179 AC
01714841	NORTON, CHRISTINE AMNI NORTON, STEPHEN FRANCOIS	13418 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13418 LATTA GORDON RD HUNTERSVILLE	L108 M54-743	14085	400	0.182 AC
01714842	MOYSENI, ERIC	13414 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28208	13414 LATTA GORDON RD HUNTERSVILLE	L107 M54-743	14634	832	0.184 AC
01714843	RUDISIL, NICKY	13408 LATTA GORDON RD CHARLOTTE NC 28078	CHARLOTTE	NC	28078	13408 LATTA GORDON RD HUNTERSVILLE	L106 M54-743	13947	265	0.186 AC
01714844	ADAMS, LINDA R RIDER, WENDY ADAMS, ALBERT	13402 LATTA GORDON RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13402 LATTA GORDON RD HUNTERSVILLE	L105 M54-743	23839	923	0.24 AC
01714846	BISSE, SCOTT C	13417 SPRUCE KNOL IN CHARLOTTE NC 28214	CHARLOTTE	NC	28214	13401 PHILIP MICHAEL RD HUNTERSVILLE	L104 M54-743	22143	129	0.171 AC
01714847	CULVER, SARAH BLAKER MENZ, LAURA E THOMPSON, KATHY L	13407 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28031	13407 PHILIP MICHAEL RD HUNTERSVILLE	L103 M54-743	29430	666	0.171 AC
01714848	ZITO, STEVEN P ZITO, JAMIE L	13411 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13411 PHILIP MICHAEL RD HUNTERSVILLE	L102 M54-743	13675	282	0.171 AC
01714849	DAVE, DEPTIEN AMIT DAVE, AMIT VINODCHANDRA	13415 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13415 PHILIP MICHAEL RD HUNTERSVILLE	L101 M54-743	28524	641	0.171 AC
01714850	RICHMOND, MELVIN GREGORY	13419 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13419 PHILIP MICHAEL RD HUNTERSVILLE	L100 M54-743	21002	743	0.171 AC
01714851	SMITH, MARCO J	13425 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13425 PHILIP MICHAEL RD HUNTERSVILLE	L179 M54-743	28827	449	0.171 AC
01714852	AMATO, MELISSA B AMATO, NICHOLAS M	13505 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13505 PHILIP MICHAEL RD HUNTERSVILLE	L178 M54-743	31719	670	0.171 AC
01714853	SIMONICH, BARBARA A	13509 PHILIP MICHAEL RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13509 PHILIP MICHAEL RD HUNTERSVILLE	L177 M54-743	14934	764	0.171 AC
01714854	GEORGE, DAVID SCOTT GEORGE, SHERRY M	14725 LAURA MICHELLE RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14725 LAURA MICHELLE RD HUNTERSVILLE	L176 M54-302	30362	293	0.661 AC
01714855	CHIVERALLS, DANIEL P CHACHER, JAMIE L	14733 LAURA MICHELLE RD HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	14733 LAURA MICHELLE RD HUNTERSVILLE	L104 M54-743	29243	851	0.265 AC
01715220	TOWN OF HUNTERSVILLE	PO BOX 664 HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	RANSON PARK DR HUNTERSVILLE	L1 M53-611	11444	495	1.016 AC
01715231	RODALE COMMONS PROPERTY OWNERS ASSOC INC	3900 ARCO COMPANY DR SUITE 200 % AKC REAL ESTATE SERVICES INC CHARLOTTE NC 28273	CHARLOTTE	NC	28273	RANSON PARK DR HUNTERSVILLE	L/A M53-611	13379	418	1.875 AC
01715293	WNC CHARLOTTE LLC	3915 A STILLMAN FRY GLEN ALLEN VA 22060	GLEN ALLEN	VA	22060	14535 MERRY CHASE IN HUNTERSVILLE	AREA 6 BLD 3 M53-981	11995	591	2.23 AC
01715510	MILLS, WILLIAM L III CO MICHAEL ARVIN	9622 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9622 BLOSSOM HILL DR HUNTERSVILLE	L65 M57-673	25449	339	0.033 AC
01715511	ZEQUEIRA, TONY	9618 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9618 BLOSSOM HILL DR HUNTERSVILLE	L46 M57-673	22029	66	0.033 AC
01715512	BEVER, FRANK WILLIAM III	9614 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9614 BLOSSOM HILL DR HUNTERSVILLE	L47 M57-673	30247	653	0.034 AC
01715513	HOWELL, MARY A HOWELL, CLARK G	9610 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9610 BLOSSOM HILL DR HUNTERSVILLE	L48 M57-673	15097	189	0.041 AC
01715514	BAVER, LANDRA LEWIS BAYER, DAVID MICHAEL	2700 UNIVERSITY BLVD APT 402 TUSCALOOSA AL 35405	TUSCALOOSA	AL	35405	9606 BLOSSOM HILL DR HUNTERSVILLE	L49 M57-673	25280	201	0.041 AC
01715515	ROACH, MICHELLE T	11740 HICKORY FOREST LN DAVIDSON NC 28036	DAVIDSON	NC	28036	9584 BLOSSOM HILL DR HUNTERSVILLE	L50 M57-673	16005	747	0.037 AC
01715516	WATTS, AMY E	9580 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9580 BLOSSOM HILL DR HUNTERSVILLE	L51 M57-673	21691	492	0.034 AC
01715517	LITTLE, MELISSA	1127 E MOREHEAD ST CHARLOTTE NC 28204	CHARLOTTE	NC	28204	9576 BLOSSOM HILL DR HUNTERSVILLE	L52 M57-673	16005	791	0.033 AC
01715518	TANG, TAO WU, NINGTING	9572 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9572 BLOSSOM HILL DR HUNTERSVILLE	L53 M57-673	30912	857	0.034 AC
01715519	ELWELL, SUSAN E	9568 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9568 BLOSSOM HILL DR HUNTERSVILLE	L54 M57-673	31179	770	0.041 AC

01715522	ROBSON, KIMBERLY ANN	9550 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9550 BLOSSOM HILL DR HUNTERSVILLE	157 MS7-673	28888	841	0.035 AC
01715523	CAULDER, STEPHEN WESLEY	9546 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9546 BLOSSOM HILL DR HUNTERSVILLE	158 MS7-673	30511	547	0.035 AC
01715524	TOMZA, ANNA	9542 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9542 BLOSSOM HILL DR HUNTERSVILLE	159 MS7-673	28788	863	0.035 AC
01715525	WILLIAMS, ERIC J	1329 E MOREHEAD ST CHARLOTTE NC 28204	CHARLOTTE	NC	28204	9538 BLOSSOM HILL DR HUNTERSVILLE	160 MS7-673	15641	960	0.037 AC
01715526	LAINE, TODD A LAINE, LAURA W	9534 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9534 BLOSSOM HILL DR HUNTERSVILLE	161 MS7-673	31285	148	0.046 AC
01715527	CHERRY, LINDA L	9530 BLOSSOM HILL DR UNIT 10 HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9530 BLOSSOM HILL DR HUNTERSVILLE	162 MS7-673	29693	488	0.049 AC
01715528	PINKY, PYLE S	9520 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9520 BLOSSOM HILL DR HUNTERSVILLE	163 MS7-673	30356	243	0.037 AC
01715529	WALKER, JILL D	9516 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9516 BLOSSOM HILL DR HUNTERSVILLE	164 MS7-673	27454	973	0.037 AC
01715530	C/O INVITATION HOMES, 12015-2 H/2 BORROWER LP	1717 MAIN ST STE 2000 DALLAS TX 75201	DALLAS	TX	75201	9512 BLOSSOM HILL DR HUNTERSVILLE	165 MS7-673	29885	1	0.035 AC
01715531	SANTOS, MICHELLE SANTOS, LARA	9508 BLOSSOM HILL DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9508 BLOSSOM HILL DR HUNTERSVILLE	166 MS7-673	30318	49	0.041 AC
01715536	GARBER LIVING TRUST, (GARBER, DANIEL THOMAS	1053 LIVERLY RIDGE RD CONCORD NC 28027	CONCORD	NC	28027	13518 MERRY CHASE LN HUNTERSVILLE	171 MS7-673	36840	89	0.032 AC
01715537	MICHAEL, JACKLYN J	13514 MERRY CHASE LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13514 MERRY CHASE LN HUNTERSVILLE	172 MS7-673	16391	47	0.032 AC
01715538	318 REALTY CORP.	94 SURVEY DR CENTER MORICHES NY 11934	CENTER MORICHES	NY	11934	13510 MERRY CHASE LN HUNTERSVILLE	173 MS7-673	19683	486	0.041 AC
01715541	MICALPINE ROSEDALE HOMEOWNERS, ASSOCI C/O FAITH MANAGEMENT SERVICES,	PO BOX 4810 DAVIDSON NC 28036	DAVIDSON	NC	28036	BLOSSOM HILL DR HUNTERSVILLE	COS MS7-673	19901	800	1.019 AC
01715542	C/O FAITH MANAGEMENT SERVICES, (MICALPINE ROSEDALE LLC,	PO BOX 4810 DAVIDSON NC 28036	DAVIDSON	NC	28036	BLOSSOM HILL DR HUNTERSVILLE	COS MS7-673			0.067 AC
01715543	MICALPINE ROSEDALE HOMEOWNERS, ASSOCIATION	1329 E MOREHEAD ST STE 100 CHARLOTTE NC 28204	CHARLOTTE	NC	28204	BLOSSOM HILL DR HUNTERSVILLE	COS MS7-673	19901	800	0.094 AC
01715544	C/O FAITH MANAGEMENT SERVICES, (MICALPINE ROSEDALE HOMEOWNERS, ASSOC	PO BOX 4810 DAVIDSON NC 28036	DAVIDSON	NC	28036	BLOSSOM HILL DR HUNTERSVILLE	COS MS7-673	19901	800	0.008 AC
01715546	MICALPINE ROSEDALE HOMEOWNERS, ASSOCI C/O FAITH MANAGEMENT SERVICES,	PO BOX 4810 DAVIDSON NC 28036	DAVIDSON	NC	28036	BLOSSOM HILL DR HUNTERSVILLE	COS MS7-673	19901	800	0.019 AC
01715547	C/O FAITH MANAGEMENT SERVICES, (MICALPINE ROSEDALE HOMEOWNERS, ASSOC	PO BOX 4810 DAVIDSON NC 28036	DAVIDSON	NC	28036	BLOSSOM HILL DR HUNTERSVILLE	COS MS7-673	19901	800	0.032 AC
01715597	WMO CHARLOTTE I LLC,	9951 A STILLMAN PKY GLEN ALLEN VA 23060	GLEN ALLEN	VA	23060	13420 MERRY CHASE LN HUNTERSVILLE	AREA F BLDG 4 & 5 MS1-981	15986	598	1.11 AC
01715598	ROSEDALE COMMONS PROPERTY, OWNERS ASSOC INC	3880 ARCO CORPORATE DR, SUITE 200 % ACC REAL ESTATE SERVICES INC CHARLOTTE NC 28273	CHARLOTTE	NC	28273	REISE BV HUNTERSVILLE	18 MS1-611	13379	426	1.347 AC
01715599	TOWN HUNTERSVILLE	101 HUNTERSVILLE CONCORD RD HUNTERSVILLE NC 28079	HUNTERSVILLE	NC	28079	CORRAL LN HUNTERSVILLE	PARK AREA MS1-981	12738	584	4.521 AC
01747375	RANDON ROAD LLC,	10836 STARK CREEK DR CORNELIUS NC 28031	CORNELIUS	NC	28031	RANDON RD HUNTERSVILLE	PM0110-375	14110	65	0.63 AC
01747237	WILLOUGHBY, ABRAHAM	13704 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13704 DELSTONE DR HUNTERSVILLE	137 M44-988	29302	630	0.743 G/5 Acres
01747238	THE GEORGE RICHARDSON III & ELISABETH, ANNETTE RICHARDSON JOINT LIVING TRUST,	13700 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13700 DELSTONE DR HUNTERSVILLE	138 M44-377	27640	336	0.478 G/5 Acres
01747239	SCHIRANK, JODE N   SCHIRANK, CHRISTOPHER R	13622 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13622 DELSTONE DR HUNTERSVILLE	139 M44-377	29213	19	0.424 G/5 Acres
01747240	SHELVEY, MATTHEW   SHELVEY, BRANDY	13618 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13618 DELSTONE DR HUNTERSVILLE	140 M44-377	29262	612	0.367 G/5 Acres
01747241	DIPETRO, PAUL A   DIPETRO, LEMAURO K	13614 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13614 DELSTONE DR HUNTERSVILLE	141 M44-377	29863	747	0.350 G/5 Acres
01747242	WADDELL, JESSE   WADDELL, LYNN	13610 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13610 DELSTONE DR HUNTERSVILLE	142 M44-377	25682	572	0.337 G/5 Acres
01747243	MANSKI, SCOTT D	PO BOX 272 ORADSBURG NY 10963	ORADSBURG	NY	10963	13606 DELSTONE DR HUNTERSVILLE	143 M44-377	23351	670	0.246 G/5 Acres
01747244	SEPE, LISA	13602 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13602 DELSTONE DR HUNTERSVILLE	144 M44-377	26538	271	0.214 G/5 Acres
01747245	ROSENFELD, NANCY B   ROSENFELD, BRIAN W	13603 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13603 DELSTONE DR HUNTERSVILLE	145 M44-377	30230	935	0.243 G/5 Acres
01747246	CONCEPCION, ARVIN R	13613 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13613 DELSTONE DR HUNTERSVILLE	147 M44-377	26584	811	0.203 G/5 Acres
01747247	MUELLER, KATHERINE A   MUELLER, THEODORE M	13615 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13615 DELSTONE DR HUNTERSVILLE	146 M44-377	29453	428	0.183 G/5 Acres
01747248	JACKSON, NANCY   JACKSON, ANDREW III	13619 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13619 DELSTONE DR HUNTERSVILLE	146 M44-377	23805	812	0.199 G/5 Acres
01747263	POERIO, JERILYN A	9630 CHERRY MEADOW DRIVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9630 CHERRY MEADOW DR HUNTERSVILLE	179 M44-377	26699	321	0.204 G/5 Acres
01747264	ORTIZ, IDANNA   QUINTERO, RAMON	9626 CHERRY MEADOW DRIVE HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9626 CHERRY MEADOW DR HUNTERSVILLE	178 M44-377	22117	435	0.188 G/5 Acres
01747277	GILMORE, MELANIE C	9551 INGLENOCK LN HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	9551 INGLENOCK LN HUNTERSVILLE	180 M44-377	24093	583	0.208 G/5 Acres
01747278	MCMILLAN, JASON KYIE   MCMILLAN, KIMBERLY MCCARTHY	13538 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13538 DELSTONE DR HUNTERSVILLE	145 M44-377	31036	977	0.273 G/5 Acres
01747279	MUKRU, RAMAKRISHNA   MUKRU, SUMALATHA	13534 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13534 DELSTONE DR HUNTERSVILLE	146 M44-377	23434	914	0.188 G/5 Acres
01747280	KUNCHAM, APPALANARASANYA	13530 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13530 DELSTONE DR HUNTERSVILLE	147 M44-377	25530	925	0.190 G/5 Acres
01747281	C/O AMERICAN HOMES 4 RENT, (AMH 2015-2 BORROWER LLC,	30601 AGOURA RD STE 200 AGOURA HILLS CA 91301	AGOURA HILLS	CA	91301	13526 DELSTONE DR HUNTERSVILLE	148 M44-377	30300	379	0.189 G/5 Acres
01747282	ERICKSON, ROBERT	13522 DELSTONE DR HUNTERSVILLE NC 28078	HUNTERSVILLE	NC	28078	13522 DELSTONE DR HUNTERSVILLE	149 M44-377	27123	920	0.190 G/5 Acres



# Polaris 3G Map – Mecklenburg County, North Carolina

Date Printed: 5/31/2017 9:38:40 AM

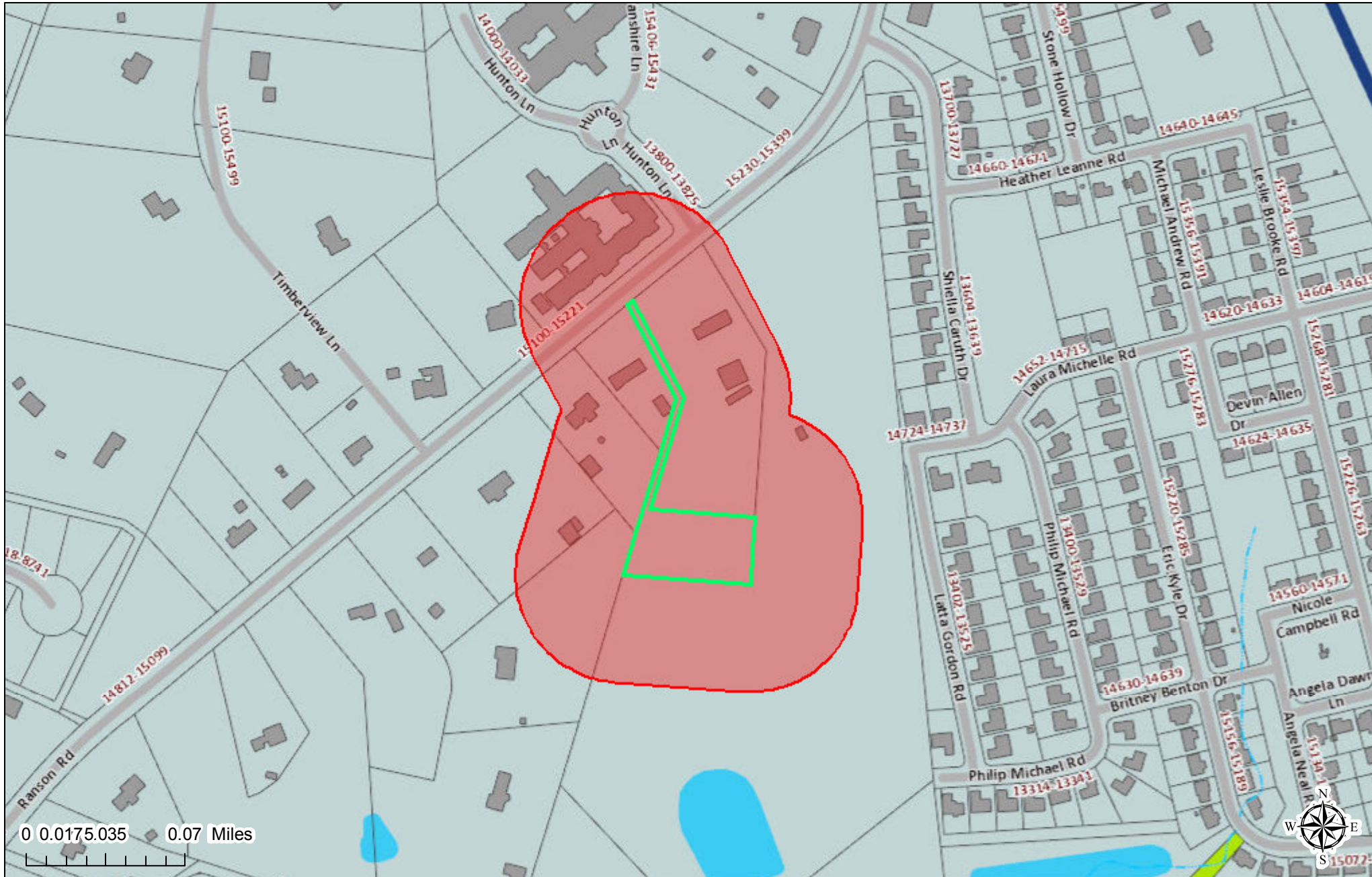


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# Polaris 3G Map – Mecklenburg County, North Carolina

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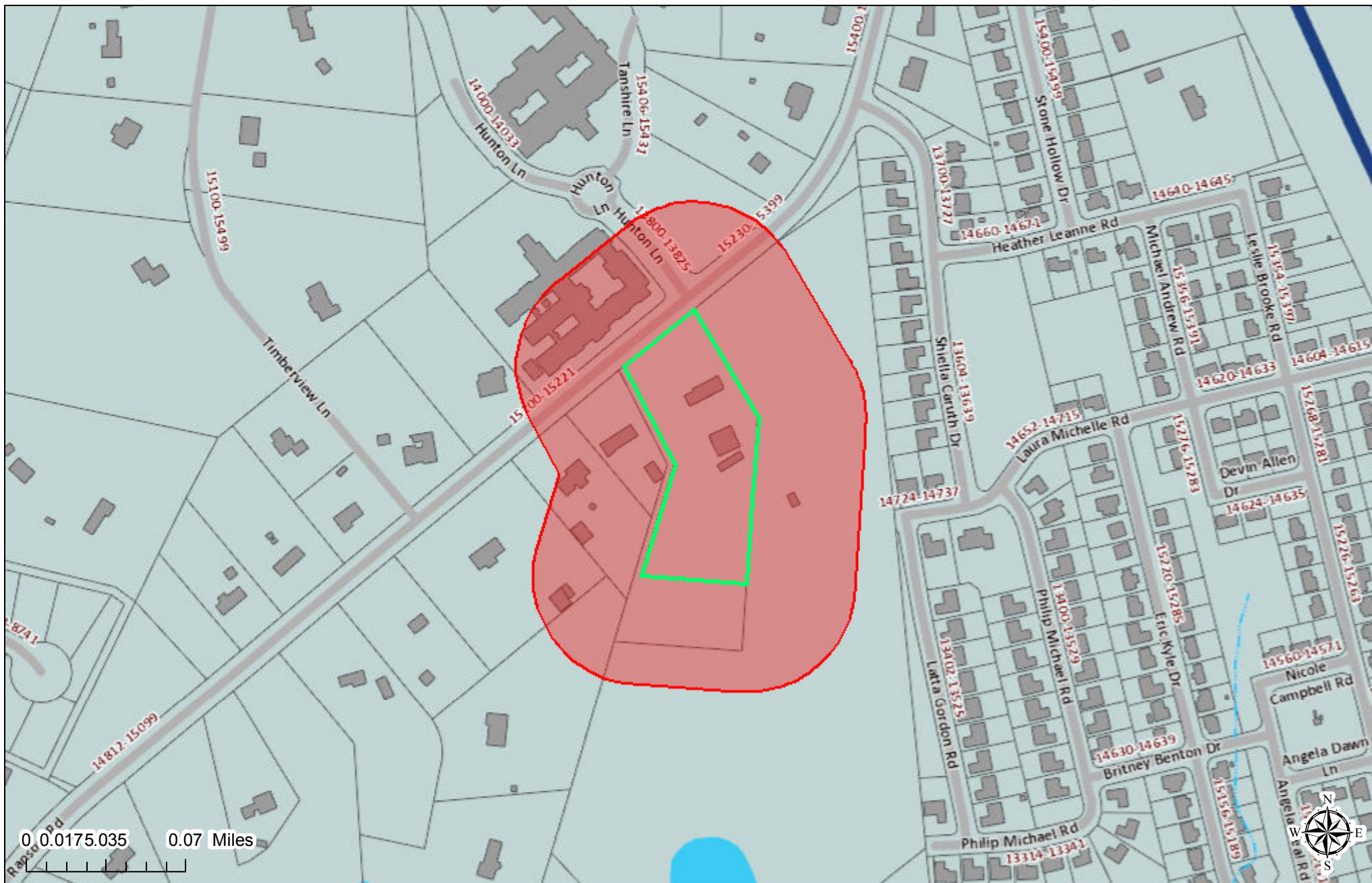


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# Polaris 3G Map – Mecklenburg County, North Carolina

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# Polaris 3G Map – Mecklenburg County, North Carolina

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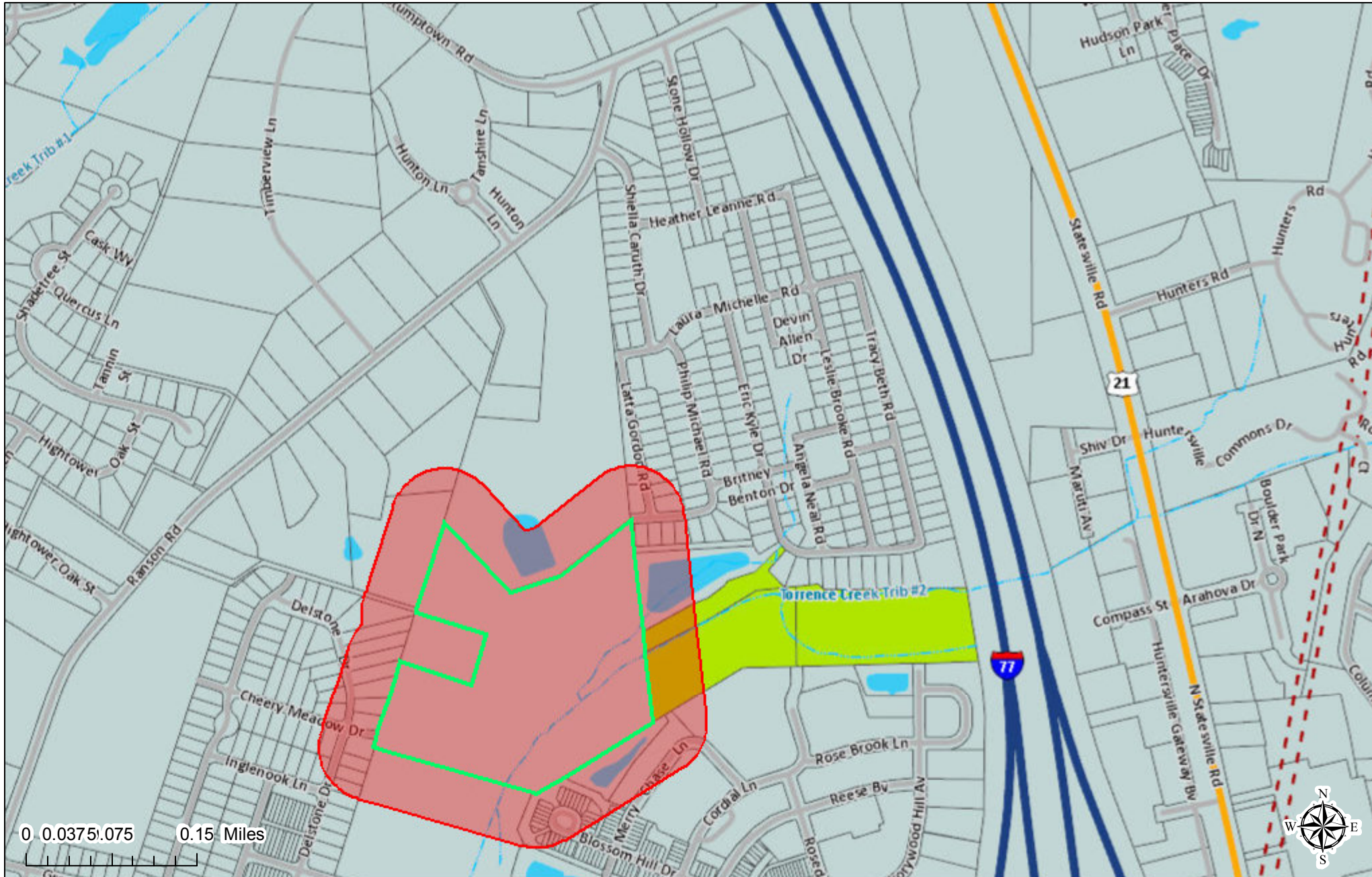


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# Polaris 3G Map – Mecklenburg County, North Carolina

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## NEIGHBORHOOD MEETING

# SIGN IN SHEET

June 20, 2017

## RANSON ROAD RESIDENTIAL

15290 RANSON ROAD, HUNTERSVILLE, NC 28078

[illegible]





May 9, 2017

Classica Homes  
Larry Burton  
2215 Ayrsley Town Blvd. Suite G  
Charlotte, NC 28273

**Re: Adequate Public Facilities (APF) Application – Ranson Rd. (File #2017-07)**

Dear Mr. Burton:

The Town has completed its review of the above referenced APF Application and deemed it to be complete, per Article 13.6.3 of the Zoning Ordinance. Based upon your request for an allocation of capital facilities for the above-referenced development proposal, consisting of 92 Single-family homes. I am issuing a "Determination of Adequacy (DOA)" for the following public facilities:

- Fire Vehicles
- Fire Facilities
- Police Facilities
- Police Vehicles

Please be advised that this DOA is valid for one (1) year, or until May 9, 2018, by which date this development proposal must have achieved vesting, per Section 2.2 of the Zoning Ordinance.

Please feel free to contact me with any questions @ [brichards@huntersville.org](mailto:brichards@huntersville.org) or by phone: (704) 766-2218.

Sincerely,

*Brian Richards*

Brian Richards  
GIS Administrator

Cc: Jack Simoneau, AICP, Planning Director  
Gerry Vincent, Assistant Town Manager  
Robert Blythe, Town Attorney  
Alison Adams, Planner

## Town of Huntersville: Ranson Road Subdivision

We have the following comments regarding the proposed development:

### **TOTAL IMPACT FROM PROPOSED DEVELOPMENT**

*Proposed Housing Units:* 94 single-family, detached units

*CMS Planning Area:* 4, 17, 18, 19

*Average Student Yield per Unit:* 0.4905

This development may add 46 students to the schools in this area.

The following data is as of 20<sup>th</sup> Day of the 2016-17 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20<sup>th</sup> Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20<sup>th</sup> 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>
TORRENCE CREEK ELEMENTARY	31	35	584	659	89%	24	92%
BRADLEY MIDDLE	57.3	53	1063	983	108%	10	109%
HOPEWELL HIGH	88.5	100	1662	1878	89%	12	89%

### **RECOMMENDATION**

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

The total estimated capital cost of providing the additional school capacity for this new development is \$230,000, calculated as follows:

Middle School: **10** x \$23,000 = \$230,000

CMS recommends that the applicant schedule a meeting with staff to discuss any opportunities that the applicant may propose to improve the adequacy of school capacity in the immediate area of the proposed development.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Alison Adams, Senior Planner  
**Subject:** Belleterre Subdivision Sketch Plan

---

**Sketch Plan:** Belleterre Subdivision located in the rural zoning district is being requested by Bowman Development. Eighteen (18) single family residential homes are being proposed on parcel numbers 01115104 and 01115121.

**ACTION RECOMMENDED:**

Request Town Board to take final action.

**FINANCIAL IMPLICATIONS:**

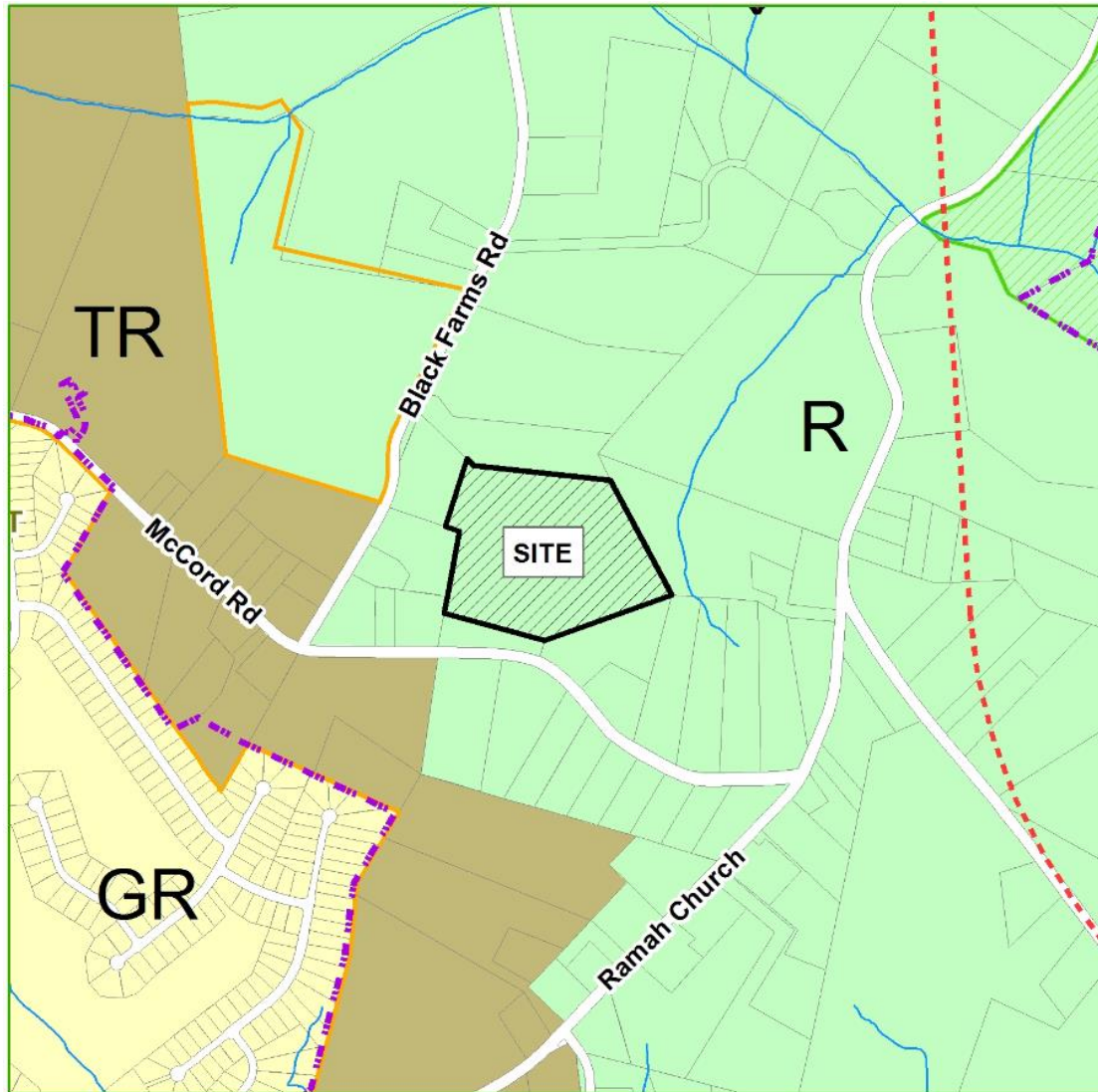
**ATTACHMENTS:**

Description	Type
▣ Staff Report: Belleterre	Staff Report
▣ Attachment A: Application	Exhibit
▣ Attachment B Site Plan	Exhibit
▣ Attachment C: Neighborhood Meeting Report	Exhibit
▣ Attachment D: CMS Report	Exhibit



## Belleterre Subdivision Sketch Plan

### PART 1: PROJECT SUMMARY



**Applicant:** Bowman Development

**Project Size:** +/- 20.85 acres

**Parcel Number:** 01115104 and 01115121

**Current Zoning:** Rural (R)

**Current Land Use:** vacant

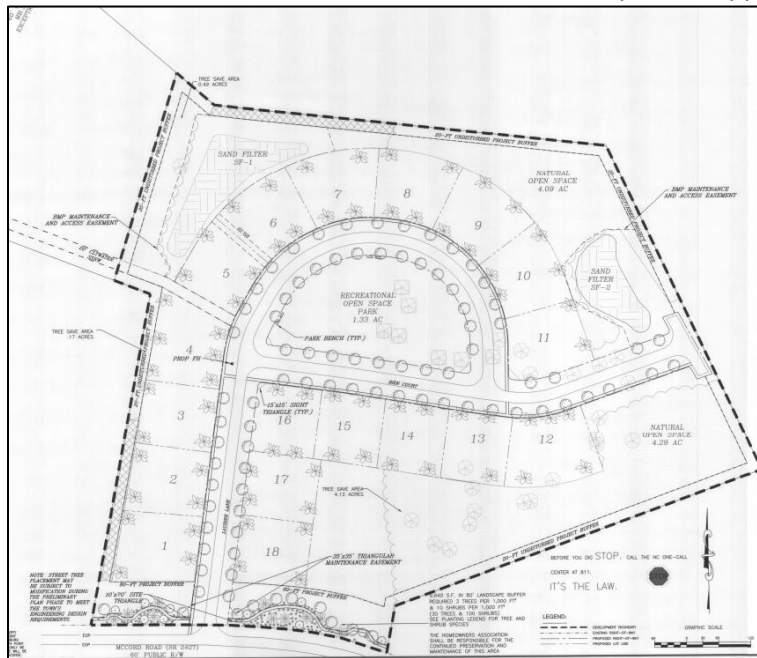
**Proposed Land Use:** 18 Single Family Residential lots.

The application is Attachment A. The site plan is Attachment B.

### PART 2: SITE PLAN DESCRIPTION AND ISSUES

- Adjacent Properties:  
*North: Rural Residential (R) – large lot single-family.*  
*South: Rural Residential (R) – large lot single-family.*  
*East: Rural Residential (R) – large lot single-family.*  
*West: Rural Residential (R) – large lot single-family.*
- A neighborhood meeting was held on May 24, 2017, see Attachment C, Neighborhood Meeting Summary. The neighbors had concerns about whether buffers will be required along the property boundary and whether trees were going to be saved.
- The property is zoned Rural (R). To yield 18 single family lot a total of 43% open space is required. The applicant is providing 44% open space.

4. The proposed project is not located within a regulated watershed. 42.89% impervious is being proposed on-site; therefore the applicant has to meet the Low-Impact Development (LID) requirements by installing best management practices (BMPs).
5. The applicant is required to save 50% of the existing tree canopy and 50% of the existing specimen trees. 51% of the existing tree canopy and 76% of the existing specimen trees onsite are proposed to be saved.
6. Street standards, connectivity, setbacks and lot sizes are compliant with the zoning and subdivision ordinance.
7. Buffer requirements are being met per Article 7.5. A 20' undisturbed residential buffer is being maintained and along McCord Road an 80' planted buffer is required. The applicant is installing a meandering sidewalk within the 80' buffer along with appropriate landscape material to meet the requirements of the ordinance.
8. The cross-section of McCord Road will accommodate for a bike lane on the north side.
9. The updated plan submitted on June 14, 2017 was reviewed and is ready for an approval.



### PART 3: TRANSPORTATION ISSUES

#### Traffic Impact Analysis (TIA)

The TIA was not required for the proposal of 18 single family lots.

### 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 E-2: Location of New Development.** Avoid locating new development in areas of significant environmental, scenic or cultural resources.  
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.  
Comment: The Rural (R) zoning district requires fifty (50%) percent of the existing tree canopy to be preserved; the developer is saving 51%. As required fifty (50%) percent of all specimen trees are required to

be saved. The applicant is saving seventy-six (76%) percent of the specimen trees. There are no storm water buffers located on the property; therefore no impacts exist. Within the Rural zoning district the applicant is required to set aside 50% open space, the plan is proposing a total of

- **Policy E-5: Vehicle Miles Travelled (VMT)** Support reduction in vehicle miles travelled (VMT), through capital investments in sidewalks, greenways, enhanced connectivity and mass transit (bus & rail).  
Comment: Sidewalks are being installed on one side of the proposed subdivision streets and along McCord Road. A bike lane has been planned for the frontage of the project on McCord Road.
- **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.  
Comment: The internal streets are appropriately sized and block lengths comply with the ordinance.
- **Policy T-6: Pedestrian Connections.** Support the installation of sidewalks, bikeways and greenway trails connecting residential, commercial, employment, recreational and institutional uses.  
Comment: The proposed development will install sidewalks on one side of the internal streets and a meandering sidewalk along the front of the subdivision. Per the Huntersville Bikeway and Greenway Master Plan a bike lane will be accommodated of the north side of McCord Road.
- **Policy T-7: Traffic Impact Analysis Ordinance:** Continue to apply requirements of “Traffic Impact Analysis” Ordinance, including Level of Service and mitigation of impacts generated by new development.  
Comment: A TIA was not required based on the limited number of single family homes being proposed. Transportation enhancements are outlined in Part 3 of this staff analysis.
- **Policy T-8: Street Connectivity.** Promote and require street connectivity in the Town of Huntersville among residential, commercial, employment, recreational and institutional uses.  
Comment: The proposed development is providing a connection to the east.
- **Policy CD-5: Street Infrastructure:** Continue to require that adequate public infrastructure (roads, utilities, etc.) either exist or will be made available to support all new development.  
Comment: The proposed development is providing upgrades to McCord Road, a connection to the east, and tying into the public water and sewer.
- **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.  
Comment: Reference below number 19.

## 2. Conformity.

The proposed development is in keeping with the density in other major subdivisions in this area.

## 3. Access between Adjoining Properties.

The proposed development is providing a connection to the east and a main enter point on McCord Road.

## 4. Relation to topography.

The street network is designed to respect the general topography, foliage and avoid sensitive streams.

## 5. Mature trees and natural vegetation.

The proposed project is required to save fifty (50%) percent of the tree canopy, fifty (50%) percent of the specimen trees and one hundred (100%) percent of the heritage trees. These requirements are being met. 51% of the tree canopy is being saved; Seventy-six (76%) percent of the specimen trees are being saved; and there are no heritage trees on site.

## 6. Access to parks, schools, etc.



The applicant is providing sidewalks on one side of all internal streets and a meandering sidewalk along McCord Road.

**7. Discourage through traffic.**

All streets are appropriately sized for traffic and there is no straight access to any adjoining property.

**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 parcels associated with the Belleterre Subdivision have not been identified for a public school or park site.

**12. Public Facilities**

The parcels associated with Belleterre Subdivision have 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.**

Easements are identified on the survey and will be corrected, if required.

**15. Proposed water and sewerage system.**

A *Willingness to Serve* Letter has been issued by Charlotte Water.

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

*Not Applicable*

**17. Reserved.**

**18. Open Space**

The property is zoned Rural (R). To yield 18 single family lot a total of 43% open space is required. The applicant is providing 44% open space.

**19. Impact of Development on Public Facilities**

Under the provisions of the APF Ordinance, all residential development greater than twenty (20) 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.

Comment: DOA is not required.

Additionally, staff has contacted Charlotte-Mecklenburg Schools (CMS) for an enrollment evaluation of this project and received no response.

#### **PART 5: STAFF RECOMMENDATION**

In considering Belleterre Subdivision, staff finds:

- The application is complete.
- The request is in keeping with the spirit and intent of the Town's future land use plans.
- The Belleterre Sketch Plan is supported by staff.

#### **PART 6: PLANNING BOARD RECOMMENDATION**

The Planning Board met July 25, 2017 at 6:30pm. Planning Board moved to recommend approval (9-0).

At the meeting the developer agreed to work with the property owner to the north to plant a native buffer that would help supplement the existing buffer on the neighboring property.

Sailors moved to recommend approval of the petition because the application is complete, complies with all requirements, meets the subdivision ordinance and complies with the 2030 Plan; therefore approval should be granted based on the information above within the staff report.

#### **PART 7: DECISION STATEMENTS**

In considering whether to approve an application for a subdivision sketch plan, the Planning and Town Board must complete the following (a full version can be found in [Section 6.320.5](#) of the Subdivision Ordinance).

- Is the application complete (lacking any particular requirement)? *If no member of the Board moves that the application is incomplete, then this inaction is taken as an affirmative finding that the application is complete.*
- 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 – Sketch Application
- B – Site Plan
- C – Neighborhood Meeting Report
- D – CMS Report

# **General Application**

TOWN OF  
HUNTERSVILLE  
NORTH CAROLINA

*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 5/1/17

Name of Project BELLETERRE Phase # (if subdivision) \_\_\_\_\_

Location McCord Rd

Parcel Identification Number(s) (PIN) 01115104, 01115121

Current Zoning District R Proposed District (for rezonings only) \_\_\_\_\_

Property Size (acres) 21 Street Frontage (feet) 550

Current Land Use VACANT

Proposed Land Use(s) SF RESIDENTIAL

Is the project within Huntersville's corporate limits?  
 Yes ☐ No ☒ If no, does the applicant intend to voluntarily annex? YES

## 3. Description of Request

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

SKETCH PLAN FOR 18 SF LOT

## 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>.

Last updated on 9/15/2015

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Page 1 of 2



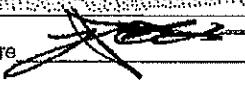
### 5. Outside Agency Information

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



Printed Name ROBERT BOWMAN

Address of Applicant 13815 CANNABAR PL HUNTERSVILLE, NC 28071

Email bowman31@gmail.com

Property Owner's Signature (if different than applicant)



Printed Name KBR PROPERTIES LLC

Property Owner's Address 13800 RAMAH CHURCH RD

Email rod62@bellsouth.net

\* Applicant hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Development Firm	Name of contact	Phone	Email
------------------	-----------------	-------	-------

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 Duty 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.

### Contact Information

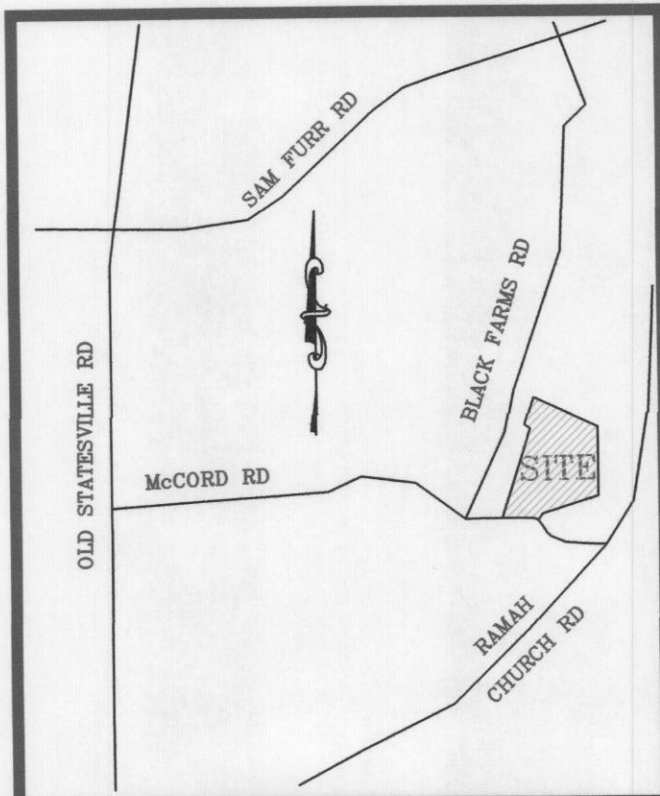
Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 864	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	<a href="http://www.huntersville.org/Departments/Planning.aspx">http://www.huntersville.org/Departments/Planning.aspx</a>

Last updated on 9/15/2015

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Page 2 of 2





VICINITY MAP  
NOT TO SCALE

LOT CHART					APPROXIMATE
PHASE	120'+			TOTAL	TIME FRAME
1	18			18	2017-2018
TOTAL	18			18	

BLOCK LENGTH TABLE		
BLOCK	DESCRIPTION	LENGTH
LAURIER LANE	MCCORD RD TO BIEN COURT	528 FT
LAURIER LANE	BIEN COURT TO BIEN COURT	780 FT
BIEN COURT	LAURIER LANE TO LAURIER LANE	463 FT
BIEN COURT	LAURIER LANE TO STREET END OF PHASE	399 FT

SIGHT TRIANGLE NOTE:  
1. NO DRIVEWAYS SHALL BE CONSTRUCTED WITHIN THE SIGHT TRIANGLES. THE DEVELOPER SHALL CONSIDER THAT WHEN DETERMINE HOUSE PLACEMENT ON THE INDIVIDUAL LOTS.

LOT LAYOUT NOTES:  
1.) STREET TREES TO BE LARGE MATURING TREES PLANTED 40' ON CENTER ON BOTH SIDES OF STREET.  
2.) SIDE SETBACKS ON A CORNER LOT ARE DETERMINED BY AT LEAST 50 PERCENT OF THE FRONT SETBACK OF THE ADJACENT LOT OR ESTABLISH A TRANSITION BETWEEN EXISTING BUILDING BY STEPPING TOWARD THE STREET OR BACK FROM THE STREET A DISTANCE EQUAL TO THE LESSER BUILDING SETBACK PLUS ONE-HALF OF THE DIFFERENCE BETWEEN THE SETBACKS OF THE ADJOINING BUILDINGS.  
3.) BUILD-TO-LINE DEFINITION - A LINE EXTENDING THROUGH A LOT WHICH IS GENERALLY PARALLEL TO THE FRONT PROPERTY LINE AND MARKS THE LOCATION FROM WHICH THE PRINCIPLE VERTICAL PLANE OF THE FRONT BUILDING ELEVATION MUST BE ERRECTED. IT IS INTENDED TO CREATE AN EVEN BUILDING FACADE LINE ON A STREET. THE BUILD-TO-LINE IS ESTABLISHED ON THE RECORD PLAT.  
4.) THE DEVELOPER TO TAKE CARE WHEN LAYING OUT AND RECORDING LOTS THAT BARELY EXCEED A 60-FOOT WIDTH AND ALLOW LITTLE ROOM FOR ERROR.

MECKLENBURG COUNTY FIRE NOTES:  
1.) ALL TURNING RADIUS SHALL BE 30' INNER AND 42' OUTER TO FACILITATE FIRE APPARATUS.  
2.) FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS OF 80,000 POUNDS.

BEFORE YOU DIG STOP. CALL THE NC ONE-CALL

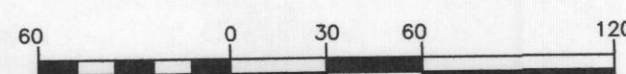
CENTER AT 811.

IT'S THE LAW.

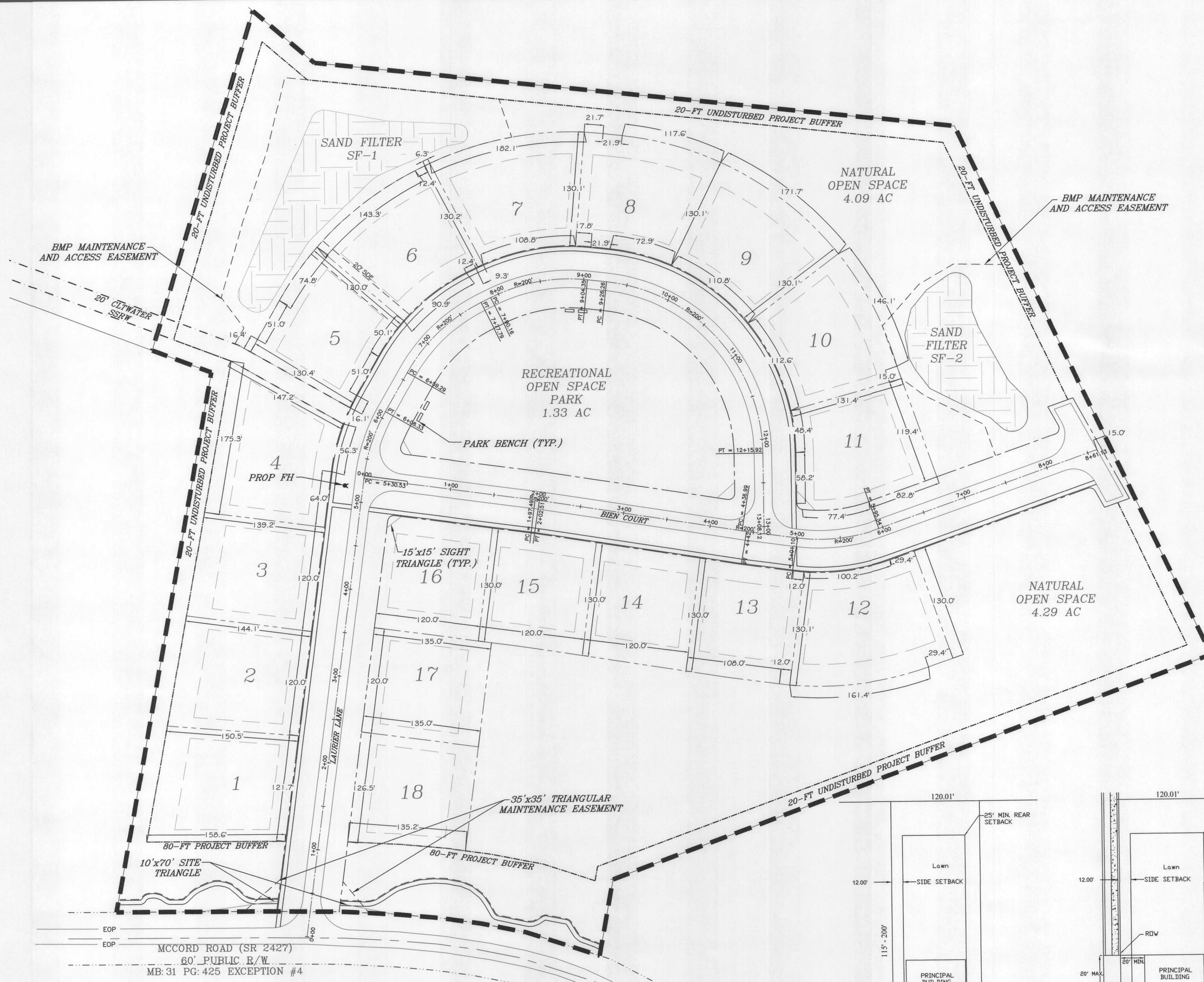
LEGEND:

--- DEVELOPMENT BOUNDARY  
--- EXISTING RIGHT-OF-WAY  
--- PROPOSED RIGHT-OF-WAY  
--- PROPOSED LOT LINE  
--- PROPOSED SETBACK

GRAPHIC SCALE

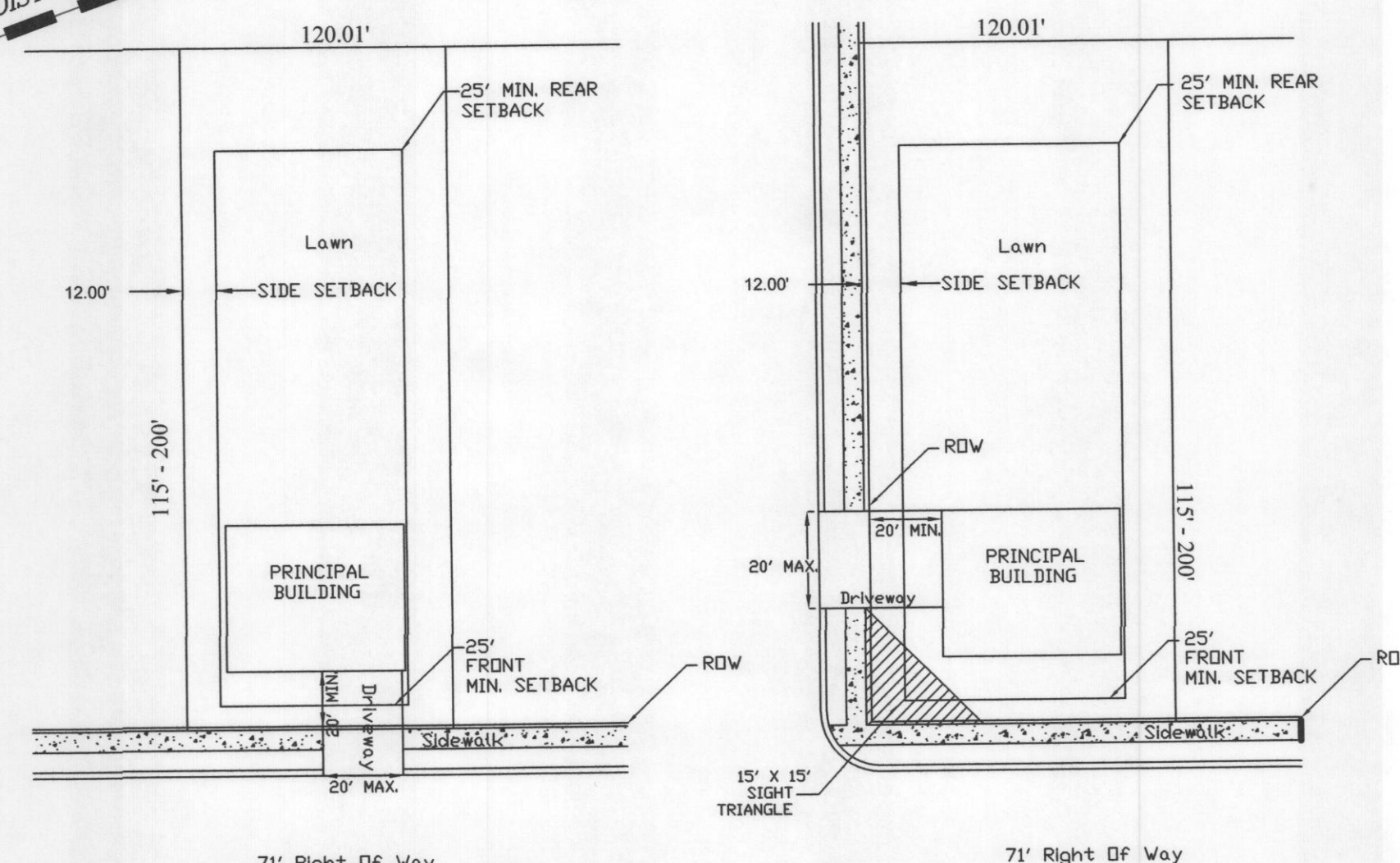


REFERENCE: ALL PARCEL AND BOUNDARY INFORMATION, ADJACENT PROPERTIES, PROPERTY DIMENSIONS, AND COORDINATES REFERENCED FROM A SURVEY PROVIDED BY SOUTH POINT SURVEYING, PLLC. TOPOGRAPHIC INFORMATION PROVIDED REFERENCED FROM MECKLENBURG COUNTY GIS TOPO AND TO BE CONFIRMED PER FIELD RUN DATA COLLECTION BY SOUTH POINT SURVEYING PRIOR TO PRELIMINARY PLAN APPROVAL. TOPO PROVIDED BY THE PE CAN ONLY BE IN SUPPORT OF THE PE'S PROJECT AND CANNOT BE RELIED UPON BY OTHERS. THE PE WILL BE TAKING RESPONSIBILITY FOR THE TOPO AS IT IMPACTS THE PROJECT UNDER THE PE LICENSE.



NOTE:  
DRIVEWAYS SHALL EXTEND AT LEAST TWENTY (20) FEET FROM A PUBLIC RIGHT-OF-WAY AND PUBLIC SIDEWALK EASEMENT TO PREVENT ON-SITE RESIDENTIAL PARKING FROM ENCROACHING INTO THE PUBLIC RIGHT-OF-WAY OR EASEMENT FOR A PUBLIC SIDEWALK.

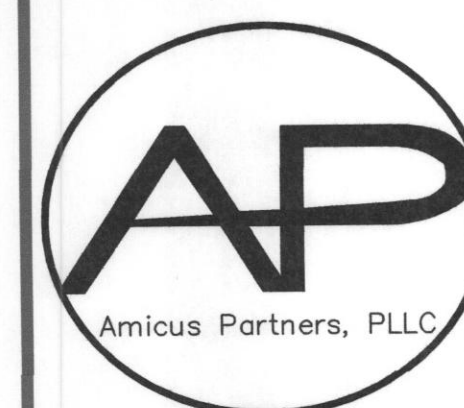
FOR LOTS WIDER THAN 60 FEET, DRIVEWAYS SHALL BE NO MORE THAN 20 FEET WIDE AS MEASURED ALONG THE PUBLIC STREET RIGHT-OF-WAY FOR A DETACHED HOUSE AND TWO-UNIT ATTACHED HOUSE TYPE.



TYPICAL INTERIOR LOT  
SCALE: NTS

TYPICAL CORNER LOT  
SCALE: NTS

120' SINGLE FAMILY LOTS



Firm License # P-1191  
331 Coddle Market Drive  
Suite 110  
Concord, NC 28027  
Civil Site Design  
Low Impact Development  
Small-Scale Building Design  
Telephone: 704.573.1621  
Facsimile: 704.248.7951

Seals:



BELLETERE SUBDIVISION  
SKETCHPLAN  
HUNTERSVILLE, NORTH CAROLINA  
BY  
BOWMAN DEVELOPMENT GROUP  
13815 CINNABAR PLACE  
HUNTERSVILLE, NORTH CAROLINA 28078  
(704) 875-9704

Project Number: 17-17-014

Date: 06-13-2017

Drawn By: JLM

Checked By: NRP

Revisions:
04/28/17 ORIGINAL SUBMITTAL
06/13/17 PER TOH & MECK. COUNTY

Sheet Title:

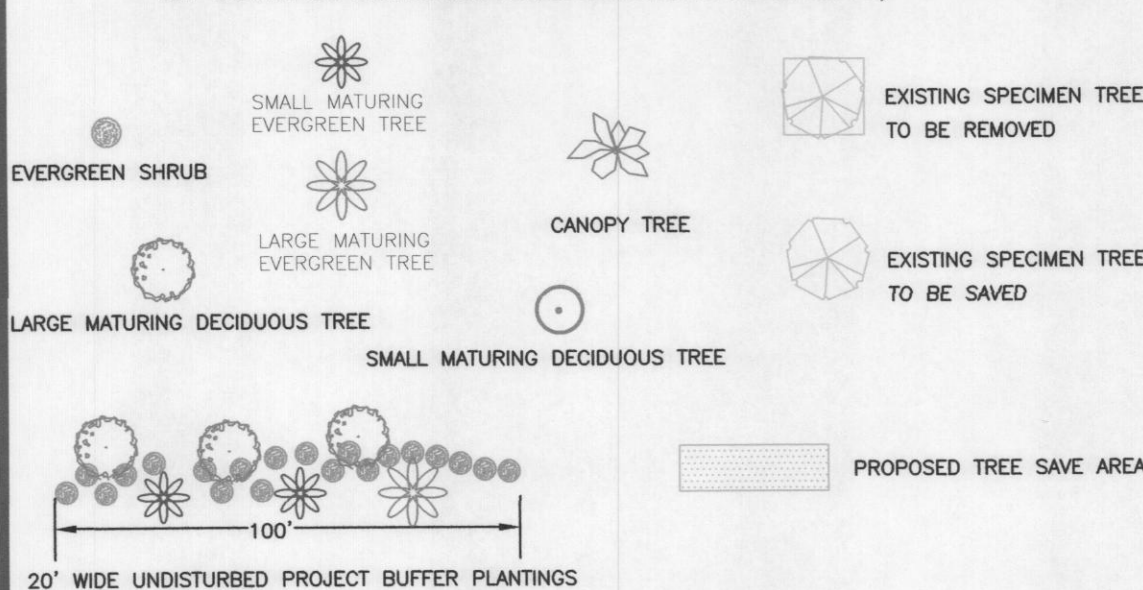
Site Plan

Sheet No:

C-2.0



PLANT LEGEND  
(ALL PLANT SPECIES TO BE APPROVED  
BY TOWN OF HUNTERSVILLE PRIOR TO PLANTING)



20' WIDE UNDISTURBED PROJECT BUFFER PLANTINGS

AREAS OF 20' WIDE UNDISTURBED PROJECT BUFFER THAT MAY NEED SUPPLEMENTAL PLANTINGS AS THE EXISTING BUFFER DOES NOT MEET THE THRESHOLD OF ARTICLE 7.5

RESIDENTIAL LOT TREES CHART		
LOT SIZE	# OF LOTS	REQUIREMENTS
< 10,000 SF	0	1 FRONT - 1 REAR
10,000 - 15,000 SF	0	1 FRONT - 2 REAR
15,001 - 20,000 SF	17	2 FRONT - 2 REAR
> 20,000 SF	1	3 FRONT - 3 REAR

BELLETERRE SUBDIVISION - TREE SAVE INFO

**HERITAGE TREES**  
HERITAGE TREES ON SITE: NONE  
HERITAGE TREES SAVED: N/A  
PERCENTAGE OF HERITAGE TREES REQUIRED TO SAVE: 100%  
PERCENTAGE OF HERITAGE TREES ACTUALLY SAVED: N/A

**SPECIMEN TREES**  
SPECIMEN TREES ON SITE: 29  
SPECIMEN TREES SAVED: 22  
PERCENTAGE OF SPECIMEN TREES REQUIRED TO SAVE: 50%  
PERCENTAGE OF SPECIMEN TREES ACTUALLY SAVED: 76%

**TREE CANOPY**  
PERCENTAGE OF SITE COVERED BY TREE CANOPY: 47%  
PERCENTAGE OF TREE CANOPY PRESERVATION REQUIRED BY DISTRICT: 50%  
PERCENTAGE OF TREE CANOPY ACTUALLY SAVED: 51%

LANDSCAPING NOTES (PER TOWN OF HUNTERSVILLE):

1. STREET TREES ARE REQUIRED TO BE WITHIN A MINIMUM 7-FOOT PLANTING STRIP LOCATED BETWEEN THE PROPOSED STREET AND PROPOSED SIDEWALK. PLANTING SHALL BE PROVIDED AS FOLLOWS:

A. LARGE MATURING CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 40-FOOT ON CENTER EXCEPT THAT SPACING MAY BE ALTERED SLIGHTLY TO ACCOMMODATE DRIVEWAYS.  
B. SMALL MATURING "CANOPY-LIKE" TREES SHALL BE PLANTED 30-FOOT ON CENTER WHERE EXISTING OVERHEAD UTILITY LINES PROHIBIT THE USE OF LARGE MATURING CANOPY TREES.

2. NEW TREES MAY BE REQUIRED WITHIN EACH RESIDENTIAL LOT. IN ORDER TO MAINTAIN OR REPLENISH THE URBAN TREE CANOPY IN AREAS OF NEW RESIDENTIAL SUBDIVISION, EACH LOT SHALL PROVIDE CANOPY TREES. FOR LOTS LESS THAN 10,000 SQ. FT. 1 FRONT YARD AND 1 REAR YARD CANOPY TREES MAY BE REQUIRED. FOR LOTS BETWEEN 10,000 SQ. FT. AND 15,000 SQ. FT., 1 FRONT YARD AND 2 REAR YARD CANOPY TREES MAY BE REQUIRED.

3. ALL REQUIRED PLANTINGS SHALL BE INSTALLED IN A MANNER THAT INSURES THE AVAILABILITY OF SUFFICIENT SOIL AND WATER FOR HEALTHY GROWTH AND THAT IS NOT INTRUSIVE TO ABOVE GROUND AND UNDER GROUND UTILITIES.

4. ALL STREET TREES MUST BE FROM THE "TOWN OF HUNTERSVILLE TREE AND SHRUB LIST."

5. ALL TREES SHALL BE A MINIMUM OF 2-INCHES IN CALIPER, WITH MINIMUM HEIGHT 8' TO 10' AT TIME OF PLANTING. SHRUBS SHALL HAVE A MINIMUM HEIGHT OF 3' AT INSTALLATION, EXPECTED HEIGHT OF 6' AT MATURITY.

6. INSTALLATION OF TREES AND SHRUBS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL.

7. EVERY REASONABLE EFFORT SHALL BE MADE TO PROTECT AND RETAIN EXISTING TREES AND SHRUBS NOT ACTUALLY LYING IN PLANNED ROADWAYS, DRAINAGEWAYS, BUILDING FOUNDATION SITES AND CONSTRUCTION ACTIVITY AREAS. EXCEPT WHEN NECESSARY TO PROVIDE ACCESS TO A SITE OR TO INSURE THE SAFETY AND SECURITY OF PEOPLE AND PROPERTY ANY EXISTING HEALTHY TREES THAT ARE EIGHT INCHES OR GREATER IN CALIPER, LOCATED WITHIN A PUBLIC RIGHT-OF-WAY OR UNDEVELOPED REQUIRED YARD SHALL BE RETAINED UNLESS APPROVED FOR REMOVAL BY STAFF DURING PLAN REVIEW.

8. TREES SHOULD NOT BE PLANTED WITHIN 40' OF THE CURB RETURN ON A STOP/YIELD CONTROLLED APPROACH. ALSO NOTE THAT TREES SHOULD BE PLANTED AT LEAST 10' FROM DRAINAGE STRUCTURES. TREES NOT TO BE PLANTED DIRECTLY ON TOP OF STORM DRAIN PIPES, NOR WITHIN SIGHT TRIANGLES.

9. ALL LOT TREES AS PER SECTION 7.7 (STREET TREES AND INTERNAL LANDSCAPING) OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. EXISTING SPECIMEN TREES TO BE USED IN LIEU OF NEW PLANTINGS (AS APPROVED BY TOWN OF HUNTERSVILLE).

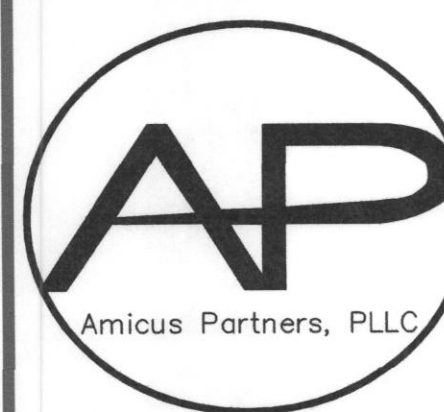
10. SHOULD ANY AREA OF DESIGNATED TREE SAVE OR SPECIMEN TREES BE COMPROMISED MITIGATION WILL BE REQUIRED PER ARTICLE 7.5.

11. ALL TREE SAVE LOCATED ON PRIVATE LOTS WILL BE REQUIRED TO BE PLATTED. SHOULD CONSTRUCTION OCCUR AND COMPROMISE, THEN MITIGATION WILL NEED TO TAKE PLACE AND A REVISED PLAT WILL BE REQUIRED FOR REDEVELOPMENT.

NOTE: STREET TREE PLACEMENT MAY BE SUBJECT TO MODIFICATION DURING THE PRELIMINARY PLAN PHASE TO MEET THE TOWN'S ENGINEERING DESIGN REQUIREMENTS.

REFERENCE: ALL PARCEL AND BOUNDARY INFORMATION, ADJACENT PROPERTIES, PROPERTY DIMENSIONS, AND COORDINATES REFERENCED FROM A SURVEY PROVIDED BY SOUTH POINT SURVEYING, PLLC. TOPOGRAPHIC INFORMATION PROVIDED REFERENCED FROM MECKLENBURG COUNTY GIS TOPO AND TO BE CONFIRMED PER FIELD RUN DATA COLLECTION BY SOUTH POINT SURVEYING PRIOR TO PRELIMINARY PLAN APPROVAL. TOPO PROVIDED BY THE PE CAN ONLY BE IN SUPPORT OF THE PE'S PROJECT AND CANNOT BE RELIED UPON BY OTHERS. THE PE WILL BE TAKING RESPONSIBILITY FOR THE TOPO AS IT IMPACTS THE PROJECT UNDER THE PE LICENSE.

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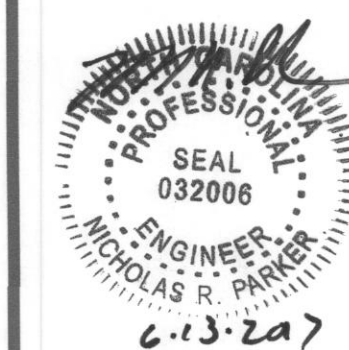


Firm License # P-1191  
331 Coddie Market Drive  
Suite 110  
Concord, NC 28027

Civil Site Design  
Low Impact Development  
Small-Scale Building Design

Telephone: 704.573.1621  
Facsimile: 704.248.7951

Seals:



BELLETERRE SUBDIVISION  
SKETCH PLAN  
HUNTERSVILLE, NORTH CAROLINA  
BY  
BOWMAN DEVELOPMENT GROUP  
13815 CINNABAR PLACE  
HUNTERSVILLE, NORTH CAROLINA 28078  
(704) 875-9704

Project Number: 17-17-014

Date: 06-13-2017

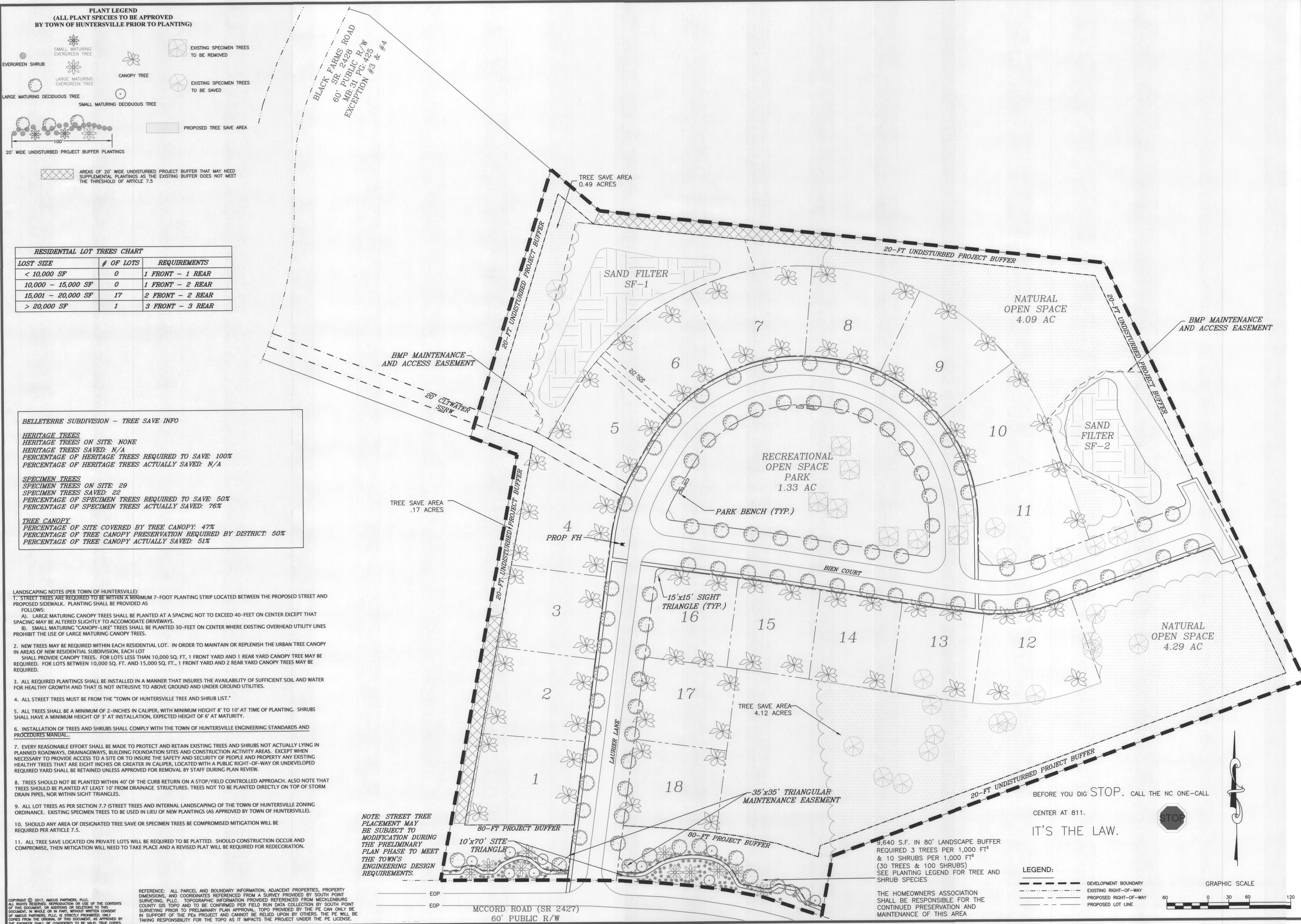
Drawn By: JLM

Checked By: NRP

Revisions:  
04/28/17 ORIGINAL SUBMITTAL  
06/13/17 PER TOH & MECK. COUNTY

Sheet Title:  
**Tree Planting/  
Tree Save  
Plan**  
Sheet No:

**C-3.0**



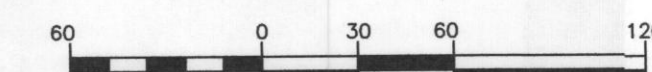
BEFORE YOU DIG STOP. CALL THE NC ONE-CALL  
CENTER AT 811.  
IT'S THE LAW.



LEGEND:

--- DEVELOPMENT BOUNDARY  
--- EXISTING RIGHT-OF-WAY  
--- PROPOSED RIGHT-OF-WAY  
--- PROPOSED LOT LINE

GRAPHIC SCALE



9,640 S.F. IN 80' LANDSCAPE BUFFER  
REQUIRED 3 TREES PER 1,000 FT<sup>2</sup>  
& 10 SHRUBS PER 1,000 FT<sup>2</sup>  
(30 TREES & 100 SHRUBS)  
SEE PLANTING LEGEND FOR TREE AND  
SHRUB SPECIES

THE HOMEOWNERS ASSOCIATION  
SHALL BE RESPONSIBLE FOR THE  
CONTINUED PRESERVATION AND  
MAINTENANCE OF THIS AREA



# BELLETERRE SUBDIVISION NEIGHBORHOOD MEETING REPORT

DATE: MAY 24, 2017

- LOCATION: BOWMAN DEVELOPMENT GROUP OFFICES, HUNTERSVILLE, NC
- LIST OF ADJACENT PROPERTY OWNERS WITHIN 250 FT OF PROPERTY COPY OF NOTICE ATTACHED
- COPY OF NOTIFICATION LETTER ATTACHED

## List of Attendees:

1. Rodney Shinn, 13800 Ramah Church Road, 704-661-8074, [Rod62@bellsouth.net](mailto:Rod62@bellsouth.net)
2. Jonathan Hess, 14023 McCord Road, 704-840-6050, [JNHess@bellsouth.net](mailto:JNHess@bellsouth.net)
3. Jean Edwards, 14001 McCord Road, 704-875-0450, [jeant.edwards@gmail.com](mailto:jeant.edwards@gmail.com)
4. Dave Casavecchia, 13880 McCord Road, 704-401-4038, [DCCasa@bellsouth.net](mailto:DCCasa@bellsouth.net)
5. Gail Sarett, 14300 Black Farms Road, 704-996-9282, [gsarett@bellsouth.net](mailto:gsarett@bellsouth.net)
6. Joe and Beth Henry, 14211 Black Farms Road, 704-875-6831
7. Darrell Hinklin, 13711 McCord Road, [dhinklin8@yahoo.com](mailto:dhinklin8@yahoo.com)
8. Dan Boone, no other information provided
9. Scott Kinney, 13735 Ramah Oaks Lane, [carolina8hiker@yahoo.com](mailto:carolina8hiker@yahoo.com)
10. Nate Bowman, Bowman Development Group
11. TJ Pecorak, Bowman Development Group
12. Allison Adams, Town of Huntersville Planning

## Issues Discussed:

1. Gail Sarett requested that additional landscaping be provided as a buffer between the proposed development and her property. The plan currently meets the required 20' buffer from adjacent properties in the R-Rural zoning and provides an additional approximately 45' of open space buffer which will be left undisturbed. With the rear yard setbacks of 25' the closest any future home or structure will be allowed to the common property line will be +/- 90'. Nate Bowman indicated that he will look at the situation.
2. Dave Casavecchia asked if the town was going to annex Belleterre. Explanation was provided by Allison Adams that the landowner (developer in this case ) had to apply and request annexation and that it was voluntary. Nate Bowman indicated he has applied for annexation into the town which would then provide the property with police and fire/rescue, and trash services.
3. Dave Casavecchia asked about plans to improve McCord Road and that with the existing traffic, narrowness of the road and deteriorating condition that it was unsafe. Allison

explained the threshold requirements that result in TIA's being conducted and indicated Belleterre was not required to do a TIA. She went on to explain how several recent plan submittals and rezonings had, as a condition of their approvals, committed to quite a few road improvements in this area which incrementally will be implemented over time to improve the transportation/traffic network. McCord Road has no specific plan identified right now for major improvements.

# MECKLENBURG COUNTY, NC POLARIS 3G DEED REPORT

Date Printed: 04/11/2017

Buffer Distance: 250 Feet

No	Parcel ID	Owner Name	Mailing Address	Legal Description	Deed Book	Deed Page	Land Area
1	01115102	1. GORDON, ROBERT W II	10615 TWIN LAKE PKWY CHARLOTTE NC 28269	NA	24311	490	13.15 AC
2	01115102	1. GORDON, ROBERT W II	10615 TWIN LAKE PKWY CHARLOTTE NC 28269	NA	24311	490	13.15 AC
3	01115103	1. BLACK, PHILIP L	4171 NICHOLS CT SW LILBURN GA 30047	PTR 3 M1958-446	05062	986	0.182 GIS Acres
4	01115104	1. KBR PROPERTIES LLC,	13800 RAMAH CHURCH RD HUNTERSVILLE NC 28078	L1 M31-425	19976	806	22.99 AC
5	01115105	1. HINKLIN, DARRELL W	13711 MCCORD RD HUNTERSVILLE NC 28078	LB M54-189	27990	921	1.74 AC
6	01115106	1. LEMLY, HOYT K JR	2014 OSBORNE RD KANNAPOLIS NC 28083	NA	14049	192	4.55 AC
7	01115109	1. SHINN, JANIE C 2.SHINN, KENNETH EUGENE	14215 RAMAH CHURCH RD HUNTERSVILLE NC 28078	N/A	04122	943	9.32 AC
8	01115110	1. RAMAH PRESBYTERIAN CHURCH,	14401 RAMAH CHURCH RD HUNTERSVILLE NC 28078	N/A	07094	478	30 AC
9	01115120	1. SARETT, GAIL 2.SARETT, JOSHUA	14300 BLACK FARM RD HUNTERSVILLE NC 28078	M31-143 & TRACT	20142	548	5.344 AC
10	01115121	1. KBR PROPERTIES LLC,	13800 RAMAH CHURCH RD HUNTERSVILLE NC 28078	L2 M31-425	19976	809	1.91 AC
11	01115122	1. WALLACE, JUDITH G	14214 BLACK FARMS RD HUNTERSVILLE NC 28078	L2 M35-473	10537	662	3.16 AC
12	01115124	1. EDWARDS, ROGER G	14001 MCCORD RD HUNTERSVILLE NC 28078	NA	12064	100	2.02 AC
13	01115125	1. CARRELLI, ARLENE 2.CARRELLI, FRANCIS J	14204 BLACK FARMS RD HUNTERSVILLE NC 28078	L1 M35-473	18844	600	1 AC
14	01115128	1. HESS, JONATHAN R 2.HESS, HOLLY E	9630 HILLSPRING DR HUNTERSVILLE NC 28078	L1 M56-867	30056	239	4.03 AC
15	01115129	1. BARGA, RUTH A 2.BARGA, MATTHEW P	14508 WESTGREEN DR HUNTERSVILLE NC 28078	L2 M56-867	30056	609	4.04 AC

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



**MECKLENBURG COUNTY, NC POLARIS 3G DEED REPORT**

Date Printed: 04/11/2017

Buffer Distance: 250 Feet

No	Parcel ID	Owner Name	Mailing Address	Legal Description	Deed Book	Deed Page	Land Area
16	01116106	1. REINHART, SCOTT E 2. REINHART, HOLLIE B	10521 CASTLEHILL DR HUNTERSVILLE NC 28078	L5 M26-577	30962	369	5.39 AC
17	01116108	1. BARBEE, AUBREY C 2. BARBEE, JOSIEK	13610 MCCORD RD HUNTERSVILLE NC 28078	N/A	02463	190	10.58 AC
18	01116117	1. CASAVECCHIA, GAYLE L 2. CASAVECCHIA, DAVID C	13800 MCCORD RD HUNTERSVILLE NC 28078	L4 M26-252	08023	597	4.21 AC
19	01124110	1. HENRY, JOSEPH WYATT	14211 BLACK FARM RD HUNTERSVILLE NC 28078	NA	04854	144	5.8 AC
20	01124111	1. BLACKWOOD KNOLL LLC,	141 HOBBS LN MOORESVILLE NC 28115	M60-510	30645	949	37.81 AC

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**Bowman Development Group, Inc.**

May 8th , 2017

**SUBJECT: Notice of neighborhood meeting for a subdivision conditional rezoning and sketch plan review of approximately +/- 24.9 acres located on McCord Road and Black Farms Road in Huntersville, North Carolina.**

To Whom It May Concern:

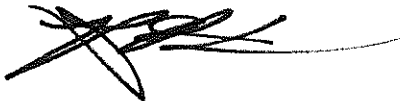
Recipients of this letter meet the notification requirements of the Town of Huntersville as being either adjacent landowners or neighborhood organizations with at least a portion of their residents located within 250 ft. of the subject property.

**MEETING DETAIL:**

5:30 p.m.  
May 24<sup>th</sup>, 2017  
Bowman Development Group  
13815 Cinnabar Place  
Huntersville, NC 28078

You are welcome to attend the above-mentioned neighborhood meeting. There will be an opportunity to ask questions about the proposed subdivision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Bowman', with a long horizontal flourish extending to the right.

Robert Bowman

## Town of Huntersville: Belleterre Subdivision

We have the following comments regarding the proposed development:

### **TOTAL IMPACT FROM PROPOSED DEVELOPMENT**

*Proposed Housing Units:* 18 single-family, detached units

*CMS Planning Area:* 4, 17, 18, 19

*Average Student Yield per Unit:* 0.4905

This development may add 9 students to the schools in this area.

The following data is as of 20<sup>th</sup> Day of the 2016-17 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/Teacher Stations</i>	<i>20<sup>th</sup> Day, Enrollment (non-ec)</i>	<i>Building Classroom/Adjusted Capacity (Without Mobiles)</i>	<i>20<sup>th</sup> 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 ELEMENTARY	43	37	815	701	116%	5	117%
BAILEY MIDDLE	77.2	57	1666	1230	135%	2	136%
HOUGH HIGH	123	100	2594	2109	123%	2	123%

### **RECOMMENDATION**

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

The total estimated capital cost of providing the additional school capacity for this new development is \$200,000, calculated as follows:

Elementary School: 5x\$20,000 = \$100,000

Middle School: 2x\$23,000 = \$46,000

High School: 2x\$27,000 = \$54,000

CMS recommends that the applicant schedule a meeting with staff to discuss any opportunities that the applicant may propose to improve the adequacy of school capacity in the immediate area of the proposed development.



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Michael Jaycocks  
**Subject:** Recreation Center Facility Sponsorship

---

This Facility Sponsorship with Novant Health at the new Recreation Center will be for five years. Novant Health will pay the town \$150,000 over this five year period in equal payments of \$30,000 per year.

Below are the bullet points of the agreement:

- Signage at the Main Entrance into the Recreation Center
- Signage on the Facility Sign at the Driveway
- Ballfield Sign in Huntersville Athletic Park
- One company logo on each main basketball court
- Logo recognition on publications, receipts and social media related to the Recreation Center
- Bulletin Board within the facility
- No other healthcare provider can be a competing sponsor at the Facility
- Right of first refusal for contract renewal or for future sponsorships at HAP
- Opportunity for on-site promotions
- Access to the multi-purpose room and courts at a 25% discounted rate based on availability.
- Right of first refusal for ATC coverage for the Recreation Center
- Primary advertising for performance training, but will not take away from existing relationships
- One free facility rental per quarter for employee benefits or promotions
- On-site storage up to 25 sq. ft.

**ACTION RECOMMENDED:**

Approve Facility Sponsorship agreement with Novant Health

**FINANCIAL IMPLICATIONS:**

This agreement will generate \$150,000 over five years that will go into the sponsorship revenue account.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Agreement	Backup Material
<input type="checkbox"/> Exhibit	Backup Material

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **TOWN OF HUNTERSVILLE**, a North Carolina Municipal Corporation, (hereafter, "Town") and **NOVANT HEALTH, INC.**, a North Carolina Nonprofit Corporation (hereafter "Novant").

### WITNESSETH

**WHEREAS**, Town is currently constructing a building located at 11836 Verhoeff Road, to be known as the Huntersville Recreation Center ("Facility"); and

**WHEREAS**, Novant wishes to obtain facility sponsorship for advertising, including promotional rights, and Town wishes to have Novant as a sponsor at the Facility subject to the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter expressed, and other good and valuable consideration, and Novant is hereby designated as a Facility Sponsor on the following terms and conditions:

1. **Term.** The Term of this Agreement shall begin on August 1, 2017, and end at 12:01 a.m., on July 31, 2022, unless terminated earlier pursuant to the terms of the Agreement.
2. **Fees.** Sponsorship fees shall be paid to Town in the total amount of \$150,000.00, in equal annual payments of \$30,000.00 for a five (5) consecutive year period. Payments are due on or before August 18<sup>th</sup> of each and every year with the last and final payment due on or before August 18, 2021. Sponsorship fees received shall be placed in the Town's sponsorship revenue, and disbursed by the Town at its discretion for such purposes as facility improvements and scholarship funds for children and/or senior adults of low income families. Sponsorship fees are to be acknowledged by the Town on its website and through literature generated solely for the Facility.
3. **Signage.** Any exterior signs erected shall be in compliance with the Town of Huntersville Sign Ordinance. The installation of any approved signage shall be at the expense of Town. To the extent permitted by such Ordinance, signage on the south side of the Facility will be directly above the main entrance to the building and signage on the north side of the Facility along Verhoeff Road will be at the driveway entrance. Novant may have one (1) sign displayed within a ballfield in the Huntersville Athletic Park.
4. **Logo and advertising.** Novant company logo is to be displayed on courts within the Facility at the Town's discretion. Promotional materials for events held in the Facility, including receipts from the cashier stand within the Facility, are to include Novant's name and/or logo. Novant will receive recognition on the interior television monitors, if any, as a facility sponsor, and on the Town's website under the Sponsorship page. The Facility is hereby granted, during the term of this Agreement, a revocable, non-exclusive

sublicense to use, reproduce and display Novant's logo in advertising and promoting an event during the term of this Agreement as long as, and only if, Novant shall have approved such uses in advance. The right to use the sponsor's logo, trademarks, tradenames, servicemarks, copyrights, label designs, artwork and/or other symbols associated with Novant is non-exclusive, non-assignable and nontransferable.

5. Fixtures. Novant shall have use of one (1) bulletin board within the interior of the Facility for display and promotional purposes, which shall be coordinated with Town, and any such display shall be maintained by Novant.
6. Facility Use. Novant has the ability to offer on-site promotions during facility hours. Novant will receive one free facility usage day every quarter for promotional or for employee benefits, to be determined and scheduled with the Town. Town staff shall be on-site during usage. Access to the multi-purpose room and basketball/volleyball court(s) at a 25% discounted rate. All Town programs, and/or activities will take priority. Town's Parks and Recreation staff will work with Novant staff on mutually agreed upon dates for Facility use. Novant shall have use of storage at the Facility with a minimum of 25 square feet.
7. Healthcare Sponsors. During the terms of this Agreement, no other healthcare provider may sponsor an event held at the Facility.
8. Rights of Refusal. During the terms of this sponsorship, Novant shall have 1) right of first refusal for contract renewal for comparable sponsorship, 2) right of first refusal for future facility sponsorships within Huntersville Athletic Park, and 3) right of first refusal for athletic training by a certified athletic trainer within Facility.
9. Termination. This Agreement may be terminated by either party upon the occurrence of a material breach of this Agreement, provided that the breaching party has been given written notice of the breach and at least thirty (30) days within which to cure the breach, or at any time, without cause, upon not less than ninety (90) days prior written notice. In the event of termination for any reason, the parties hereto shall be immediately released and discharged from any further future obligations under this Agreement.
10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered (with acknowledgement of receipt) or sent by U.S. certified mail, return receipt requested, or by a nationally recognized overnight delivery service (Fed Ex, UPS, etc.) to the following addresses:

To Town:      Town of Huntersville  
                    Attn: Gerald D. Vincent, Town Manager  
                    101 Huntersville-Concord Road  
                    Post Office Box 664  
                    Huntersville, North Carolina 28070



Copy To: Town of Huntersville  
Attn: Michael Jaycocks, Director of Parks & Recreation  
101 Huntersville-Concord Road  
Post Office Box 664  
Huntersville, North Carolina 28070

To Novant: Novant Health, Inc.  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Event of Default. The happening of any of the following shall constitute an Event of Default on the part of Novant during the term of this Agreement: (a) failure to pay the sponsorship fees when due, which remain uncured after ten (10) days from the due date; (b) any non-monetary violation of this Agreement after thirty (30) days' notice to Novant; and (c) Novant vacates or abandons the Facility. Upon the occurrence of an Event of Default which remains uncured, Town shall have all remedies available to it, including terminating this Agreement, regaining full possession of the Facility, and maintaining an action to recover unpaid fees, or other amounts due it.
12. Governing Law. This Agreement shall be controlled and interpreted by the Laws of the State of North Carolina. The sole venue for the resolution of any dispute hereunder shall be a State or Federal court sitting in Mecklenburg County, North Carolina.

~ Remaining Page Left Intentionally Blank ~

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**TOWN OF HUNTERSVILLE**

ATTEST:

By: \_\_\_\_\_  
Gerald D. Vincent, Town Manager

\_\_\_\_\_  
Janet Pierson, Town Clerk

(SEAL)

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT:

\_\_\_\_\_  
Jackie Huffman, Finance Director

**NOVANT HEALTH, INC.**

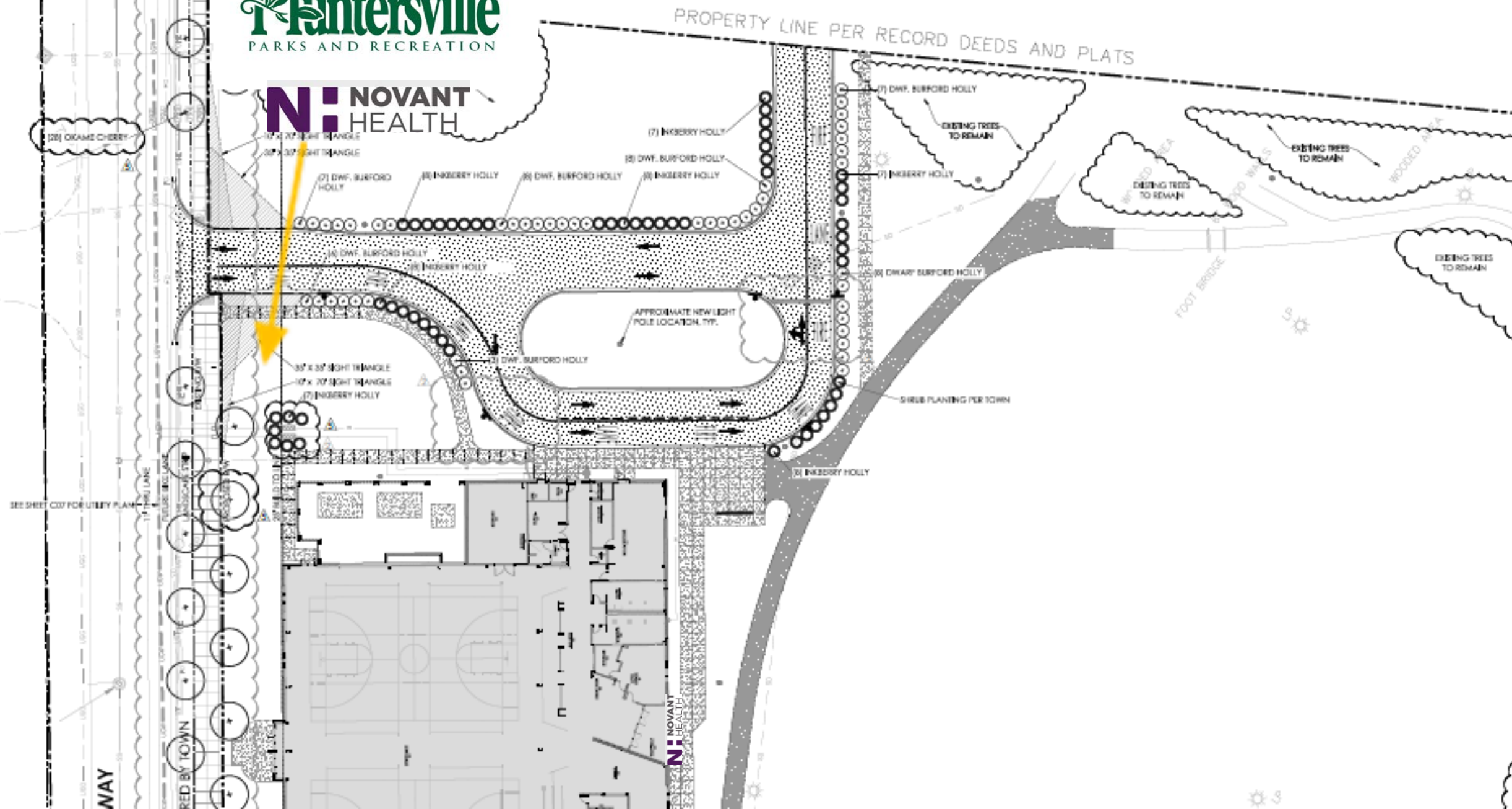
By: \_\_\_\_\_

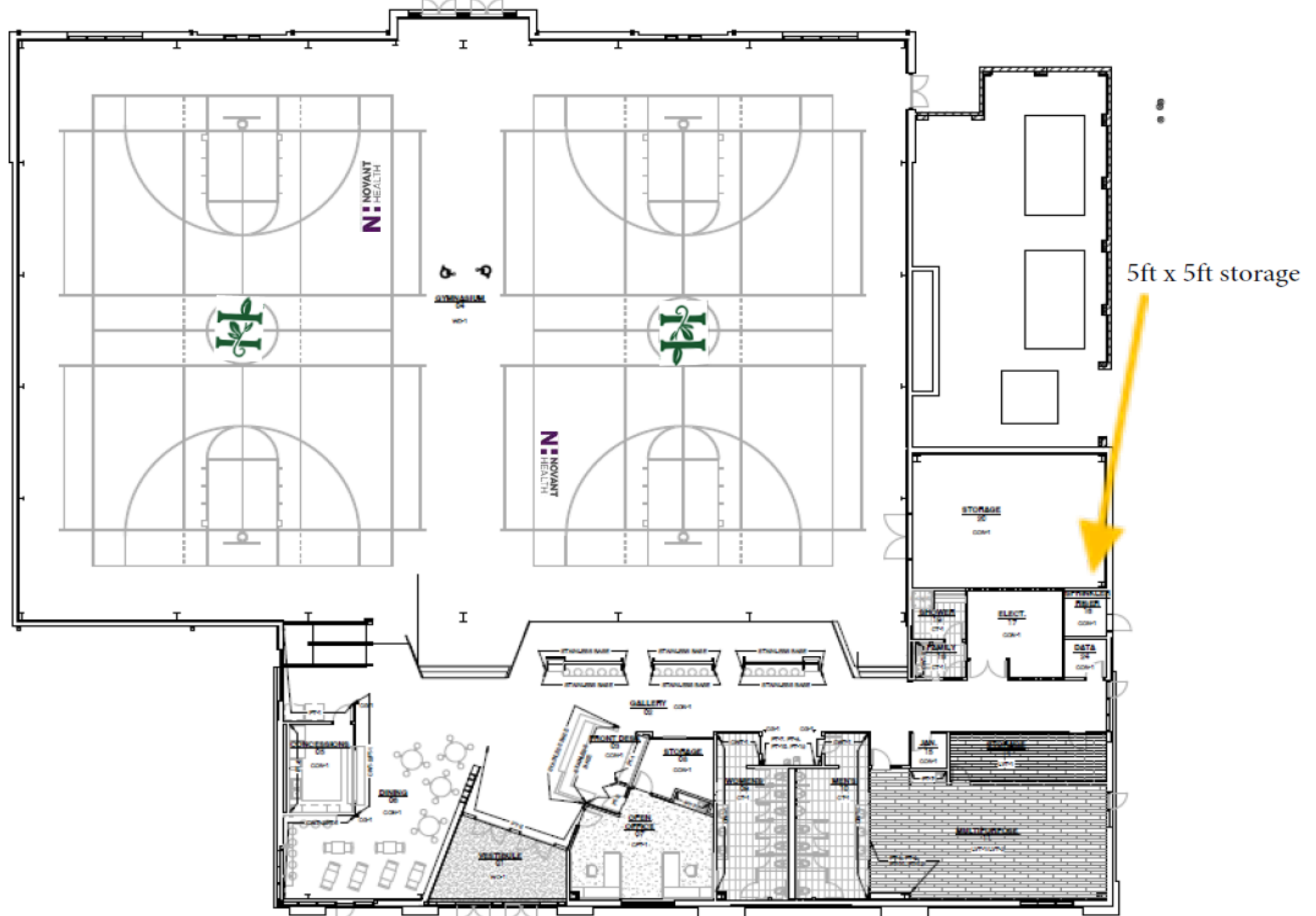
Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)









**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Michael Jaycocks  
**Subject:** Pepsi Sponsorship and Sales Agreement

---

This sponsorship and sales agreement will be for five years and includes the new Recreation Center, Town Center, Town Hall, Police Department and Parks. During this five year period the town would have to purchase a min. of 7,550 cases. If this number is not reached after five years, then the agreement will continue until that number of cases are purchased. The town will receive a \$2 rebate on every case purchased and 40% on vending machine purchases. As part of this agreement, Pepsi will provide the town two new scoreboards for the new Recreation Center valued at \$12,000. At the end of the agreement the scoreboards will become the property of the town. These scoreboards will have 3 slots each that the town can use to sell to other sponsors.

**ACTION RECOMMENDED:**

Consider approving Sponsorship and Sales Agreement with Pepsi.

**FINANCIAL IMPLICATIONS:**

The town will receive \$2 per case sold, 40% on vending sales during the term of the agreement. The town will also receive two new scoreboards valued at \$12,000.

**ATTACHMENTS:**

Description	Type
☐ Pepsi Agreement	Backup Material
☐ Scoreboard Exhibit	Backup Material





July 18, 2017

**The Town of Huntersville  
Huntersville Parks & Recreation Center  
Huntersville Recreation Center  
Town Hall  
Town Center  
Huntersville Police Department**

### **FOUNTAIN BEVERAGE SALES AGREEMENT**

This letter sets forth the agreement (the "Agreement") between Pepsi Bottling Ventures LLC ("PBV") and The Town of Huntersville-serving **Huntersville Parks and Recreation Center, Huntersville Parks & Recreation, Town Hall, Town Center, Huntersville Police Department, a North Carolina Municipal corporation** with its principal place of business at 105 Gilead Rd. location on its own behalf, on behalf of its affiliates and wholly-owned subsidiaries, and on behalf of its individual franchisees and licensees, if any, now or hereafter in existence (the "Customer"). Throughout this Agreement, PBV and the Customer may be referred to individually as a "Party" or collectively as the "Parties." In consideration of the mutual promises and covenants sets forth herein, the Parties hereto agree as follows:

1. **Term.** The term of this Agreement shall commence on August 7, 2017 and shall expire upon the later of August 6, 2022 or 7,550 cases (the "Term"). This Agreement shall thereafter automatically renew for successive additional terms of one (1) year each (a "Renewal Term") and upon its stated terms and conditions, unless contrary written notice is given by either Party to the other at least sixty (60) days prior to expiration of the Term or current Renewal Term. For purposes of this Agreement, the term "Year" shall mean a twelve (12) month period during the Term or any Renewal Term beginning on the first day of the Term, Renewal Term or anniversary thereof; the term "Gallons" shall mean gallons of postmix or premix Fountain Products, as defined below, purchased by Customer from PBV; and "Cases" shall mean cases of Packaged Products, as defined below, purchased by Customer from PBV and delivered in such other size, quantity and type of containers as the Parties may, from time to time, mutually agree upon in writing, during the Term or any Renewal Term.

2. **Scope and Exclusivity.** During the Term or any Renewal Term, Customer agrees that all non-alcoholic postmix or premix fountain, bottled or canned products served, or otherwise made available, on the premises of all of the outlets listed on page 8 of this agreement (the "Outlets") will be purchased exclusively from PBV (hereinafter, the postmix or premix

fountain products may be referred to as the "Fountain Products"; the bottled or canned products may be referred to as the "Packaged Products"; and collectively, the Fountain Products and Packaged Products may be referred to as the "Products"). The Products may include, without limitation, Pepsi-Cola Company branded soft drinks and non-carbonated beverages, Lipton branded non-carbonated beverages, Aquafina branded products, and such other soft drink, tea, juice, bottled water, and isotonic product as PBV may offer for sale to Customer.

The Customer agrees that all cases PBV will use commercially reasonable efforts to maintain its costs and prices throughout the Term or any Renewal Term of this Agreement. However, prices are subject to change upon notice to Customer throughout the Term or any Renewal Term, but in any event shall remain competitive with current average market prices.

The Customer agrees that no non-alcoholic fountain, bottled, or canned beverages other than the Products shall be in any way advertised, displayed, represented or promoted at or in connection with the Customer by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, displays and signage) at outlets listed on page 8 of this agreement.

**3. Equipment and Service Support.**

**A. Equipment.** Upon execution of this Agreement or at such time as the useful life of Customer's existing beverage dispensing equipment in any Outlet expires, PBV will install and maintain in each Outlet, at no charge to the Customer, a mutually agreed upon number of beverage dispensing units to be used exclusively for dispensing the Products (the "Equipment").

**B. Maintenance.** All Equipment shall at all times remain the sole property of PBV or its affiliate. PBV shall have the exclusive right to repair, replace, move or remove any and all Equipment. At no charge to the Customer, PBV will repair and maintain the Equipment, and agrees to keep the Equipment in good working order and condition at all times. Customer agrees to promptly notify PBV of any need for repair or service, and to fully cooperate with PBV in effecting such necessary repairs or service. Notwithstanding the foregoing, Customer agrees to use reasonable efforts to keep the Equipment in clean and sanitary condition, wholly free of all Customer or third party materials or advertising, at all times.

**4. Support Funds.** PBV shall provide Customer the following support funds (the "Support Funds"):

**A. Marketing Fund.** Following the execution of the Agreement, PBV will purchase 2 scoreboards for Huntersville Parks and Recreation Center (facility across from Huntersville Aquatics). Pepsi will be included on scoreboard (out of 5 panels Pepsi can use 2). At the end of the term the customer will take over ownership of the scoreboards.

**B. Rebate Funds.** PBV will pay a case rebate on all products purchased at a rate of \$2.00 per case throughout term of agreement. To be

paid to customer on anniversary of contract year. In first year of agreement, rebate to be paid from May 23, 2017 to August 6, 2018.

- C. **Commission:** PBV will pay 40% commission on \$1.50 vend price for full service vending, for HFAA and Huntersville Parks & Recreation. \*\* The full service vending for Town Hall, Police Department, and Town Center will be .85 cents vend price for 20oz. bottles or .50 cents for 12oz. cans and \*No commission.
- D. **Pricing:** PBV will price the soft drinks the same for all locations under this contract outlet page, and that price will be- 20oz. soft drinks at \$17.74 a case and 20oz. Gatorade at \$19.67 a case and Aquafina 20oz. at \$9.84 per case for 2014 for all of the outlets listed on outlet page. This will include all Parks & Recreation locations. With a guarantee of (\*No more than a 4% increase on these products annually.)
- E. **Special Events:** PBV will support with 30 cases (12oz cans and/or 16.9oz water) annually for events the town may need.

5. **Performance Requirements.** This Agreement, including payment of all Support Funds, is contingent upon the Customer complying with the following performance criteria throughout the Term or any Renewal Term in or with respect to each of the Outlets:

A. **Products Availability.** At a minimum, the Customer agrees that the following Fountain Products will be available throughout the Term or any Renewal Term: **[Pepsi, Diet Pepsi, Mountain Dew, Sierra Mist]**, plus **[3]** additional carbonated or non-carbonated Product(s) (such as, but not limited to, soft drink, tea, lemonade, fruit punch, or sports drink) to be selected in PBV's sole discretion.

B. **Brand Identification.** There will be brand identification for each Fountain Product served on all menus, menuboards and Fountain Product dispensing valves.

C. **No Re-Sale.** Customer shall not resell the Fountain Product postmix or premix to non-affiliated outlets or to consumers in any form other than as finished Fountain Products. Further, Customer will prepare the Fountain Products:

- (i) only in accordance with PBV's procedures and standards; and
- (ii) only for immediate or imminent consumption.



**D. Marketing Programs.** PBV shall work directly with the Customer to promote Product sales through appropriate point-of-sale materials and other advertising materials bearing the trademarks of the Products. Customer will participate in at least [1] PBV-approved marketing programs per Year. Customer may use the Support Funds available under this Agreement to help offset the advertising and promotion costs of such programs.

**E. List of Outlets.** Attached hereto as **EXHIBIT 1** is a list of all Outlets, including name, location, telephone number(s) and points of contact for each Outlet. Hereafter, for the remainder of the Term or any Renewal Term, Customer shall notify PBV, in writing, of each Outlet that is opened, acquired, closed or sold, and the relevant information pertaining thereto.

**F. Payment Terms.** Throughout the Term or any Renewal Term, Customer agrees that payment for Products delivered to Customer will be received by PBV within thirty (30) days of invoice (if Customer pays by invoice) or within fifteen (15) days of statement (if Customer pays by statement), or in accordance with such other payment terms as PBV may establish from time to time.

**G. Payment Terms.** PBV agrees to provide prompt/ quality service to all Town locations. Any concern related to slow or poor quality service shall be reported by the Town and PBV shall have 60 days to remedy the quality/service complaint or Town shall have the right to termination as indicated in item 6 below.

**6. Default and Termination.** A breach of any of the terms or conditions of this Agreement not cured within [sixty (60)] days after the non-breaching Party provides written notice of the breach to the breaching Party shall conclusively be a material breach (a “Material Breach”). For the avoidance of doubt, any sale of competitive beverages or Product purchased from any supplier other than PBV, or any other failure to serve Product provided by PBV pursuant to the terms of this Agreement, will constitute a breach of this Agreement. Either Party to this Agreement shall have the right to immediately terminate this Agreement upon the occurrence of a Material Breach by the other Party. Notwithstanding the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party and such proceeding shall continue without dismissal or stay for a period of thirty (30) consecutive days, or an order granting the relief requested in such proceeding shall be entered. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either Party in law or in equity.

**7. Rights upon Termination.**

A. If this Agreement is terminated before the end of the Term or any Renewal Term, then Customer shall:

i. permit PBV reasonable access for thirty (30) days, free from any claims of trespass, for purposes of removing all Equipment in the Outlets (and until such time as all Equipment is removed or for thirty (30) days, whichever comes first, Customer's obligations shall continue under the terms of this Agreement);

ii. immediately remit to PBV any amount that may be due pursuant to Section 4(a).

B. If this Agreement is terminated at its expiration date, then Customer shall permit PBV reasonable access for thirty (30) days, free from any claims of trespass, for purposes of removing all Equipment in the Outlets (and until such time as all Equipment is removed or for thirty (30) days, whichever comes first, Customer's obligations shall continue under the terms of this Agreement).

The foregoing remedies are not intended to restrict the right of either Party to pursue other remedies or damages if the other Party has breached the terms of this Agreement.

**8. Right of Set Off.** In the event Customer is delinquent in its payment hereunder or is required to indemnify PBV pursuant to Section 12 hereof, PBV reserves the right to withhold Support Funds payments otherwise due hereunder as an offset against amounts owed to PBV.

**9. Customer Representations and Warranties.** The Customer represents and warrants to PBV that:

A. it has full right, power and authority to enter into this Agreement and to grant, transfer and sell to PBV all of the rights, privileges, terms and conditions set forth herein; and

B. the granting of such rights and privileges to PBV shall not violate, interfere with nor infringe upon the rights of any third parties pursuant to written agreements or otherwise.

**10. Use of Trademarks.** Customer agrees that all uses of the Product brand names, logos, and trademarks (collectively "Product Trademarks") during the Term or any Renewal Term, including, but not limited to, press releases, statements or other announcements, shall be subject to PBV's prior approval or scripting, which approval shall not be unreasonably withheld or delayed. Except as set forth in the proceeding sentence, Customer shall have no right or license to use the Product Trademarks. Nothing herein, nor any act or failure to act by PBV or the Customer, shall give the Customer any proprietary or ownership interest of any kind in the Product Trademarks or in the goodwill associated therewith.

**11. Indemnification.**

A. **PBV.** PBV will indemnify and hold the Customer harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) claims for personal injury resulting from the use or consumption of the Products.

B. **The Customer.** To the extent permitted by law, Customer will indemnify and hold PBV harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any representation, warranty, term or condition of this Agreement; and/or (ii) any claims for property damage, personal injury or death by any person injured through the negligence or willful misconduct of the Customer.

**12. Insurance.**

**13. Relationship of the Parties.** The Parties are independent contractors with respect to each other; nothing contained in the Agreement will be deemed or construed as creating a joint venture or partnership between the Parties.

**14. Assignment.** This Agreement shall not be assigned by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld and which consent shall not be required with respect to the successor or purchaser of substantially all of the business of a PBV, or with respect to any such assignment by PBV to any affiliate of PBV.

**15. Customer Change of Control.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer merges with a third party, Customer shall, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, PBV may, notwithstanding the cure period set forth in Section 6, terminate this Agreement effective immediately and Customer shall pay to PBV all sums specified in Section 7(A) with respect to all affected Outlets.

**16. Confidentiality.**

**17. Notices.** Any notice or communication which either Party is required or permitted to give hereunder shall be given in writing and when received if delivered in person, when receipt is acknowledged if sent by facsimile, on the next business day if timely delivered by a nationally recognized courier service that guarantees overnight delivery or two business days after deposit if mailed by first-class mail, postage prepaid, addressed as follows:

A. **If to PBV:**



**PBV  
22 Pepsi Way  
Harrisburg, NC 28075  
Attention: Billy Cruz**

**B. If to Customer:  
The Town of Huntersville Parks & Recreation  
Town Hall, Town Center, Huntersville Police Dept.  
105 Gilead Rd., Huntersville, N.C. 28078  
Contact Number: 704-766-2203  
Attention: Gerry Vincent**

**18. Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties hereto regarding the subject matter herein and supersedes all other agreements between the Parties respecting such. This Agreement may be amended or modified only by written statement, signed by each of the Parties.

**19. Force Majeure.** Any delay in the performance of any of the duties or obligations of either Party hereto (except the payment of money) caused by an event outside the affected Party's reasonable control which it could not have avoided by the exercise of reasonable diligence shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay. Such events shall include without limitation acts of God; acts of a public enemy; insurrections; riots; injunctions; embargoes; fires; explosions; floods; or domestic acts of terrorism. The Party so affected shall give prompt notice to the other Party of such cause, and shall take whatever reasonable steps are appropriate in that Party's discretion to relieve the effect of such cause as rapidly as possible.

**20. Choice of Law.** This agreement will be governed by the laws of the State of North Carolina, without regard to conflicts of laws principles. The sole venue for any dispute or action hereunder shall be in a State or Federal Court sitting in Mecklenburg County, North Carolina.

**21. No Waiver.** The failure of either Party to object to a breach of any representation, warranty, term or condition of this Agreement will not be deemed a waiver of any right or remedy the non-breaching Party may have arising out of the breach, nor will it be deemed a waiver of its right to subsequently enforce the representation, warranty, term or condition.

If the foregoing correctly sets forth our understanding, please sign below to confirm our agreement.

**PEPSI BOTTLING VENTURE LLC**

**Huntersville Parks & Recreation, Town Hall &  
Town Center**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Outlets**

**Huntersville Recreation Center  
11836 Verhoeff Drive. Huntersville, N.C. 27078**

**Huntersville Town Center (Town Administrative Offices)  
105 Gilead Rd. Huntersville, N.C. 27078**

**Huntersville Police Department  
9630 Julian Clark Ave. Huntersville, N.C. 27078**

**Huntersville Town Hall  
101 Huntersville-Concord Rd. Huntersville, N.C. 27078**

**Bradford Park-17005 Davidson-Concord Rd.  
Huntersville, N.C. 27078**

**David B. Waymer Park-14200 Holbrooks Rd.  
Huntersville, N.C. 27078**

**Huntersville Athletic Park-11720 Verhoeff Rd.  
Huntersville, N.C. 27078**

**North Mecklenburg Park-16131 Old Statesville Rd.  
Huntersville, N.C. 27078**

**Richard Barry Memorial Park-13707 Beatties Ford Rd.  
Huntersville, N.C. 27078**



**ELECTRO-MECH**  
SCOREBOARD COMPANY

### Project Specs:

Model LX2665 Indoor  
LED Multi-Sport  
Scoreboard, Showing  
Basketball / Wrestling  
Captions

Hunter Green Face

Metallic Gold Accent  
Striping

White Captions

Standard LEDs

10 ft. x 2 ft. Bottom  
Sponsor Panel

Panel Graphics

<b>GUEST</b>		<b>12:54</b>		<b>HOME</b>	
<b>72</b>		<b>PERIOD 4</b>		<b>106</b>	
<b>FOULS 10</b>		<b>PLAYER-FOUL 15</b>		<b>FOULS 6</b>	
<b>TOL 1</b>		<b>MATCH</b>		<b>TOL 3</b>	
<b>POINTS</b>				<b>POINTS</b>	
		<b>SPONSOR</b>		<b>SPONSOR</b>	
		<b>TO SHIP BLANK WHITE</b>		<b>TO SHIP BLANK WHITE</b>	

Huntersville Park and Rec. LX2665W-A: File Name

Jessica McCoy: Sales Rep

Date: February 2, 2017

AM: Artist

AUTHORIZED SIGNATURE / DATE:

By signing this form, you are telling Electro-Mech to spend your money to purchase materials, cut metal/print artwork, assemble, paint, and otherwise go forward with the project as illustrated and described above. Your signature, in conjunction with a purchase order, signed quote, advanced payment or other acknowledgement of financial responsibilities, is your commitment that colors are right, words are spelled correctly, logos look good, and any trademarked or copy-righted materials are used with permissions of their owners.



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Police Chief Cleveland L. Spruill  
**Subject:** Governor's Highway Safety Program Local Government Resolution

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The Huntersville Police Department has been awarded a Governor's Highway Safety Program (GHSP) grant for two officers to increase the size of its Traffic Unit and needs Board approval of the Local Government Resolution to accept the Grant.

**ACTION RECOMMENDED:**

Approve Local Government Resolution to accept the Governor's Highway Safety Program Grant for two Traffic Unit officers.

**FINANCIAL IMPLICATIONS:**

The breakdown of matching percentage obligation over the life of the grant is as follows.

Year 1 – 85% GHSP - 15% Huntersville  
Year 2 – 70% GHSP - 30% Huntersville  
Year 3 – 50% GHSP - 50% Huntersville  
Year 4 – 0% GHSP - 100% Huntersville

The grant costs are as follows:

Budget Year	Total Cost	GHSP Grant	Huntersville
<b>Match</b>			
FY-2018 *	\$232,676	\$197,775	<b>\$34,901</b>
FY-2019 **	\$109,675	\$76,773	<b>\$32,903</b>
FY-2020	\$109,675	\$54,838	<b>\$54,837</b>
FY-2021	\$109,675	\$0	<b>\$109,675</b>

\*includes cost of 2 officers plus vehicles, uniforms and equipment

\*\* Includes only cost of 2 officers

**ATTACHMENTS:**

Description	Type
□ Resolution	Backup Material

(The Applicant Agency)

**(The Governing Body of the Agency)**

THEREFORE, NOW BE IT RESOLVED BY THE Town of Huntersville IN OPEN  
(Governing Body)

1. That the project referenced above is in the best interest of the Governing Body and the general public; and

(Name and Title of Representative)

(Federal Dollar Request)

3. That the Governing Body has formally appropriated the cash contribution of \$ 34,901.00 as  
(Local Cash Appropriation)  
required by the project contract; and

5. That certified copies of this resolution be included as part of the contract referenced above; and

6. That this resolution shall take effect immediately upon its adoption.

(Chairperson/Mayor)

(Clerk)

SEAL

DATE \_\_\_\_\_

# North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

## SECTION A – GENERAL INFORMATION

<b>1. Agency:</b> TOWN OF HUNTERSVILLE	<b>4. Contact Person for Agency:</b> Nicholas Bruining				
<b>2. Agency Address:</b> PO Box 664 HUNTERSVILLE, NC 28070	<b>5. Telephone Number:</b> * +1 (704) 464-5400				
	<b>6. Cell Phone:</b> +1 (704) 947-9200				
<b>3. Physical Location of Agency</b> * 9630 Julian Clark Avenue, Huntersville, NC 28078	<b>7. Email of Contact Person</b> * nbruining@huntersville.org				
<b>8. Federal Tax ID Number / Type of Agency</b>  Federal Tax ID Number: * 56-6001252 DUNS No : * 047134358 County: * MECKLENBURG COUNTY  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input type="radio"/> County <input type="radio"/> Higher Education <input checked="" type="radio"/> Municipality <input type="radio"/> Hospital	<b>9. Project Year</b> *  <input checked="" type="radio"/> New <input type="radio"/> Continuation Year: <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4+				
	<b>10. Allocation of Funding</b> *  <table style="width: 100%;"> <tr> <td style="text-align: right;">Federal %</td> <td style="text-align: right;">85.00</td> <td style="text-align: right;">Local %</td> <td style="text-align: right;">15.00</td> </tr> </table>	Federal %	85.00	Local %	15.00
Federal %	85.00	Local %	15.00		
<b>11. Project Title:</b> *    Huntersville Traffic Safety Grant					

12. Budget	Source of Funds		
	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$109,676.00	\$93,225.00	\$16,451.00
Contractual Services			
Commodities Costs			
Other Direct Costs	\$123,000.00	\$104,550.00	\$18,450.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$232,676.00</b>	<b>\$197,775.00</b>	<b>\$34,901.00</b>

**13. Specify How Non-Federal Share Will Be Provided:**  
 The Town of Huntersville will allocate funding.

Project Number: _____	CFDA#: 20.
	Work Type: _____

## SECTION B – DESCRIPTION OF PROJECT

**Statement of Problem** ( Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Mecklenburg County is rated 1st in North Carolina for traffic fatalities over the last five years, and led the state in the year 2015 with 80 traffic related fatalities stemming from 75 fatality crashes. From 2011 to 2015 Mecklenburg County had 358 traffic fatalities, 140 of which were alcohol related (39%). 90 of the fatalities were a result of an unrestrained motorist. In addition, Mecklenburg County ranked #1 in the categories of serious injury crashes (795), alcohol related fatality crashes (140) and speed related fatality crashes (101). Mecklenburg County ranked #2 in young driver fatality crashes (53). In 2015 the Huntersville Police Department investigated 2 fatality crashes, resulting in 3 fatalities. In 2016 the Huntersville Police Department investigated 5 fatality crashes, resulting in 6 fatalities.

The Town of Huntersville is located in northern Mecklenburg County and serves as a buffer between the City of Charlotte and the Lake Norman area. Home to 58,757 people with an anticipated population of 60,469 by 2018, Huntersville incorporates 40



square miles of residential, commercial and industrial properties, as well as Central Piedmont Community Colleges Merancas Campus. According to recent census information, the Town of Huntersville has grown over 75% in the last 10 years, and is estimated to increase to over 73,000 residents by the year 2020. Huntersville is split North to South by Interstate 77, a heavily traveled highway that many residents use on a daily basis for commuting. Additionally, residents from the nearby Towns of Cornelius, Davidson, Mooresville, and the City of Statesville routinely pass through Huntersville on their way to Charlotte. To the South of Huntersville is Interstate 485 which encircles the City of Charlotte. Both of these highways contribute to the continued economic growth of Huntersville. Adding to the congestion is Lake Norman, a 50 square mile man made lake that restricts roadway access and funnels traffic either to the west (through Lincoln and Catawba Counties) or to the East (straight through Huntersville via I-77). According to recent census information the Town of Huntersville has experienced a roughly 12% population increase since 2010 with no indications of slowing down. The estimated median household income is \$90,000, and the average home value is \$250,000. 95% of Huntersville residents have a high school degree or higher.

The Huntersville Police Department currently has 92 sworn officers, 52 of which are assigned to the Patrol Division. This comes out to a ratio of about 1.5 officers per 1,000 residents. The very active Traffic Safety Section was created in 2001 to meet the needs of the growing community and increase in traffic. It consisted of 4 officers and a sergeant, and has not expanded since that time. In 2014 the Traffic Safety Section started a motor unit, and two officers are assigned to Harley Davidson motorcycles on a full time basis. The other two officers utilize unmarked vehicles for traffic enforcement. The Traffic Safety Section is responsible for all fatality crash investigations, all serious injury crash investigations, and responds to other injury and property damage crashes when necessary. In 2016 the Traffic Safety Section investigated 5 Fatality Traffic Crashes. Every fatality investigation entails a very thorough investigation and reconstruction, and as a result of these investigations 4 out of the 5 resulted in charges against an offending driver. The unit also conducts directed traffic enforcement patrol based on crash statistics, complaint areas, and high traffic areas. The two full time motor officers are assigned primarily to day shift assignments and are utilized to assist with the weekday traffic congestion issues. Utilizing the philosophy of the "3 E's", officers continuously identify traffic problem areas and determine whether the issues can be improved through Engineering, Education, or Enforcement. Weekends and holidays are also targeted for Driving While Impaired enforcement. The officers assigned to the Traffic Safety Section are highly trained in crash investigations as well as specialized enforcement techniques and DWI investigations. During the last year the Traffic Safety Section accounted for over 16% of the total citations issued by the Huntersville Police Department and investigated over 27% of all reported traffic crashes. Additionally, the Traffic Safety Section is responsible for educational outreach to the local schools. In its jurisdiction Huntersville has two public high schools (North Mecklenburg High School and Hopewell High School), a charter school (Lake Norman Charter School) and a private Christian school (Southlake Christian Academy). In 2016 the Traffic Safety Section developed the program "No Second Chances" and delivered the presentation to Hopewell High School and North Mecklenburg High School. The program included a guest speaker (Holly Vasquez, survivor of an alcohol related crash), a mock crash scene, and videos. The Traffic Safety Section is involved in other programs including DARE camp, Safety Town, and the Citizens Police Academy. The motorcycle officers have also taken an active role in BikeSafe NC and are currently certified BikeSafe assessors. In 2015, the Traffic Safety Section implemented biweekly Child Safety Seat Checking Stations. Every Traffic Officer is a certified Child Safety Seat Technician and an estimated 300 child seats were checked and/or inspected.

As the Town of Huntersville grows, so does the traffic congestion. There are currently multiple projects in the preliminary and/or planning stages to improve road conditions, however many of these projects are long term and will take many years to finish. Some of the projects, including the I-77 Toll Lane project, has already had a dramatic effect on traffic in the area while construction is underway. Additional traffic projects slated for the next two years include the redesign of the Hambricht Road overpass to accommodate Toll Lanes, the widening of Statesville Road, the redesign of the intersection of Statesville Road and Gilead Road as well as the implementation of a Diverging Diamond Interchange on Gilead Road over I-77. These current and upcoming construction projects are anticipated to have a significant negative impact on traffic in the area, will increase congestion on already over congested roadways, and traffic crashes are projected to increase. Due to the vigilant efforts of the Traffic Safety Section, traffic crashes have only increased 3.4% in the town limits from 2015 to 2016. That being said, the Traffic Safety Section investigated 5 fatality crashes in 2016, up 60% from the previous year.

The goal of this grant is to expand the existing Traffic Safety Section to meet the growing demands of the growing population. By increasing the number of officers assigned to the Traffic Safety Section the Huntersville Police Department will be able to more effectively conduct directed patrols in the high crash areas, continue and expand community programs and more efficiently investigate serious injury and fatality crash investigations. The addition of two traffic officers will assist with the constant demand for increased Driving While Impaired enforcement as well as directed enforcement patrols. These additional officers will also assist with the various educational programs and fatality and serious injury related crashes.

With the assistance of this grant the Huntersville Police Department will strive to improve the quality of life for the residents of the Town of Huntersville by implementing the following goals and objectives:

Goal 1-To reduce the number of motor vehicle crashes by 10% from 2081 in 2016 to 1873 by the end of fiscal year 2018.  
Objective 1- Identify the top 5 crash areas and conduct directed traffic enforcement campaigns monthly. Utilize the Huntersville Police Department's social media accounts to educate the motoring public about safe driving habits at minimum once a month. Conduct 1 educational/outreach program in each of the four high schools per year.

Goal 2-To reduce the number of Driving While Impaired related crashes by 20% from 51 in 2016 to 41 by the end of fiscal year 2018 .

Objective 2- Conduct/participate in at least 1 Driving While Impaired checking station per month. Assist with training for patrol officers on Driving While Impaired enforcement techniques and procedures. Participate in all Booze it and Lose it campaigns and other state sponsored campaigns. Increase Driving While Impaired arrests/citations from 76 in 2016 to 150 by the end of fiscal year 2018

Goal 3- Reduce the number of crashes where occupants failed to use safety restraints by 20% from 54 in 2016 to 43 by the end of fiscal year 2018

Objective 3- Conduct a minimum of 4 day time seat-belt initiatives per month. Conduct a minimum of 2 night time seat-belt initiatives per month. Conduct a minimum of 1 child safety seat/occupant protection outreach program per quarter. Participate in all Click it or Ticket campaigns. Increase number of occupant protection citations 20% from 302 in 2016 to 362 by the end of fiscal year 2018

\*\$3,000 was requested for in state travel for expenses related to GHSP events held throughout the state as well as travel expenses for training at the North Carolina Justice Academy campuses (Intro to Crash Investigation, At Scene Crash Investigation, Advanced Crash Investigation, Traffic Crash Reconstruction).

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2016	Occupant Protection Citations	302	DWI Citations	76	Speed Citations	971
Year 2015	Occupant Protection Citations	205	DWI Citations	95	Speed Citations	1,361
Year 2014	Occupant Protection Citations	224	DWI Citations	104	Speed Citations	1,160

**Goals and Objectives** (Provide at least two SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: To reduce the number of motor vehicle crashes by 10% from 2081 in 2016 to 1873 by the end of fiscal year 2018.

Objectives: 1) Identify the top 5 crash areas and conduct directed traffic enforcement campaigns monthly.  
2) Utilize the Huntersville Police Departments social media accounts to educate the motoring public about safe driving habits at a minimum of once a month.  
3) Conduct 1 educational/outreach program in each of the four high schools per year.

Goal #2: To reduce the number of Driving While Impaired related crashes by 20% from 51 in 2016 to 41 by the end of fiscal year 2018.

Objectives: 1) Conduct/participate in at a minimum of 1 Driving While Impaired operation per month.  
2) Assist with training for patrol officers on Driving While Impaired enforcement techniques and procedures.  
3) Participate in all Booze it and Lose it campaigns and other state sponsored campaigns.  
4) Increase Driving while Impaired arrests/citations from 76 in 2016 to 150 (100% increase).

Goal #3: Reduce the number of crashes where occupants failed to use safety restraints by 20% from 54 in 2016 to 43 by the end of fiscal year 2018.

Objectives: 1) Conduct a minimum of 4 day time seat-belt enforcement initiatives per month.  
2) Conduct a minimum of 2 night time seat-belt enforcement initiatives per month.  
3) Conduct a minimum of 1 child safety seat/occupant protection outreach programs per quarter.  
4) Participate in all Click it or Ticket campaigns.  
5) Increase the number of occupant protection citations from 302 in 2016 to 350 (16%).

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 25% from the 2008-2012 average of 1,317 to 988 by 2020.
- ☒ Reduce NC's alcohol-related fatalities by 35% from the 2008-2012 average of 386 to 251 by 2020.
- ☒ Reduce NC's unrestrained fatalities by 30% from the 2008-2012 average of 407 to 285 by 2020.
- ☒ Reduce NC's speed-related fatalities by 25% from the 2008-2012 average of 479 to 359 by 2020.
- ☒ Reduce NC's young driver-involved fatal crashes by 30% from the 2008-2012 average of 196 to 137 by 2020.
- ☒ Reduce NC's motorcycle fatalities by 25% from the 2008-2012 average of 177 to 133 by 2020.

☒ Increase NC's seat belt usage rate 4.4 percentage points to 95% by 2020.

## SECTION C – BUDGET DETAIL

### Personnel Costs

#	Personnel Position	Salary
1	Traffic Officer	\$38,637.00
2	Traffic Officer	\$38,637.00
3		
4		
5		
6		
7		
8		
9		
10		

Total Salaries Cost: \$77,274.00

#	Personnel Fringe Benefits	Cost
1	FICA/Medicare	\$5,912.00
2	401K	\$3,864.00
3	Retirement	\$6,182.00
4	Workers Compensation	\$2,860.00
5	Disability/Life/Med flex	\$1,162.00
6	Health Insurance	\$11,648.00
7	Dental Insurance	\$774.00
8		
9		
10		

Total Fringe Benefits Cost: \$32,402.00

Total Personnel Costs: \$109,676.00

### Contractual Services

#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Total Contractual Services:

### Commodities Costs

#	Commodities	Cost
---	-------------	------



1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

Total Commodities Cost:

#### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	Patrol Vehicle-Includes emergency lighting, siren, radio, console,	2	\$35,000.00	\$70,000.00
2	Uniforms-Includes officer radio and shipping	2	\$7,000.00	\$14,000.00
3	Mobile Data Terminal-Includes hardware, software, modem, data	2	\$6,000.00	\$12,000.00
4	In-Car Video System-Includes installation and shipping	2	\$6,000.00	\$12,000.00
5	Lidar-Includes shipping	2	\$3,500.00	\$7,000.00
6	Radar-Includes installation and shipping	2	\$2,500.00	\$5,000.00
7				
8				

Total Equipment Cost \$120,000.00

#	Other Items and Equipment Direct Cost	Cost
1		
2		
3		
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost:

#	Travel	Cost
1	In-State Travel	\$3,000.00
2	Out-of-State Travel	

Total Travel Cost: \$3,000.00

Total Other Direct Costs: \$123,000.00

#### Indirect Costs

#	Indirect Costs	Cost
1		
2		

3		
4		

Total Indirect Costs

## SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

### Conditions for Law Enforcement Only

*By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- ☒ A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;  
☒ A minimum of one (1) impaired driving checkpoint per month;  
☒ A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;  
☒ Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;  
☒ Participation in any event or campaign as required by the GHSP;  
☒ Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

#### First Quarter (October, November, December)

Host or participate in 1 Driving While Impaired operation per month.  
 Conduct/Participate in a minimum of 12 day time seat-belt initiatives.  
 Conduct/Participate in a minimum of 6 night time seat-belt initiatives.

#### Second Quarter (January, February, March)

Host or participate in 1 Driving While Impaired operation per month.  
 Conduct/Participate in a minimum of 12 day time seat-belt initiatives.  
 Conduct/Participate in a minimum of 6 night time seat-belt initiatives.

#### Third Quarter (April, May, June)

Host or participate in 1 Driving While Impaired operation per month.  
 Conduct/Participate in a minimum of 12 day time seat-belt initiatives.  
 Conduct/Participate in a minimum of 6 night time seat-belt initiatives.

#### Fourth Quarter (July, August, September)

Host or participate in 1 Driving While Impaired operation per month.  
 Conduct/Participate in a minimum of 12 day time seat-belt initiatives.  
 Conduct/Participate in a minimum of 6 night time seat-belt initiatives.

### Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Janet Pierson, Town Clerk  
**Subject:** Approval of Minutes - July 11

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Consider approving the minutes of the July 11, 2017 Special Town Board Meeting.

**ACTION RECOMMENDED:**

Approve Minutes

**FINANCIAL IMPLICATIONS:**

N/A

**ATTACHMENTS:**

Description	Type
□ Draft Minutes	Backup Material



**TOWN OF HUNTERSVILLE  
SPECIAL TOWN BOARD MEETING  
MINUTES**

**July 11, 2017  
3:30 p.m. – Town Hall**

A Special Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 3:30 p.m. on July 11, 2017.

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 Special Meeting to order.

Mayor Aneralla announced that there were two items for discussion/possible action: (1) discuss and consider possible action on ordinance establishing starting hours on Sundays that businesses may sell certain alcoholic beverages and (2) discuss and consider possible action on contract for the operation of Huntersville Family Fitness & Aquatics.

**Ordinance – Alcoholic Beverage Sales.** Commissioner Guignard made a motion to adopt ordinance to add regulations to the Town of Huntersville Code of Ordinances, Title XI, Business Regulations, Chapter 113: Alcoholic Beverage Sales.

Commissioner Phillips seconded motion.

Motion carried unanimously.

**AN ORDINANCE TO ADD REGULATIONS TO THE  
TOWN OF HUNTERSVILLE CODE OF ORDINANCES,  
TITLE XI, BUSINESS REGULATIONS, CHAPTER 113:  
ALCOHOLIC BEVERAGE SALES**

**Whereas**, the North Carolina General Assembly has recently authorized expanded Sunday sale times for certain beverages and the law has become effective upon the Governor's signature; and

**Whereas**, Session Law 2017-87 permits individual cities and counties to make their own decision about implementing the provisions of that law, and NCGS §160A-205.3, makes Session Law 2017-87 applicable to Towns, and whereby the Town of Huntersville chooses to implement the authority found in Session Law 2017-87 for the benefit of its businesses and citizens.

**NOW, THEREFORE** be it **ORDAINED** by the Town of Huntersville Board of Commissioners that:

**Section 1. A new Chapter 113, Alcoholic Beverage Sales, Section 113.01 of the Code of the Town of Huntersville is added to read, as follows:**

§ 113.01: Sunday Sales

Pursuant to the authority granted by Session Law 2017-87, any establishment located in the Town of Huntersville and holding an ABC permit issued pursuant to NCGS §18B-1001 is permitted to sell beverages allowed by its permit beginning 10:00 a.m. on Sundays.

**Section 2. All laws and clauses of laws in conflict herewith are repealed to the extent of any such conflict.**

**Section 3. That this Ordinance shall become effective upon adoption.**

Adopted this 11<sup>th</sup> day of July, 2017.

**HFFA Contract.** Gerry Vincent, Interim Town Manager, said the Board requested staff to advertise an RFQ seeking statements of qualifications and proposals from interested private firms to provide full service management of the Huntersville Family Fitness & Aquatic Center.

An RFQ was advertised and staff received approximately five interested firms. However, based on qualifications and experience, three firms were selected to be interviewed:

1. The Swim Club Management Group (Huntersville, NC)
2. Sports Facilities Management, LLC (Clearwater, FL)
3. Health & Sports Works (Davidson, NC)

Interviews were scheduled and conducted over a span of three weeks. The interviews were conducted by the entire Board of Commissioners, but separately, along with staff (myself, Finance Director Jackie Huffman and Parks & Recreation Director Michael Jaycocks). Staff noted that all three firms were qualified in their field of work. However, with relationship to scoring, staff considered Swim Club Management and Sports Facilities Management, LLC as the top two firms.

In addition, the Board interviewed all three firms separately over the same span of time with staff and indicated a strong preference with the Swim Club Management Group in Huntersville. This action is up for consideration of the Board. Attached is a matrix for the Board to review. *Matrix attached hereto as Exhibit No. 1.*

As far as financial implications, we have discussed the contract. If there is a change, staff will review along with Jackie Huffman and Bob Blythe in the Legal Department, to determine the cost associated the terms of the contract.

Commissioner Gibbons said I guess from what I've seen since I came on the board and somewhat before I came on the board, I think HFFA is a big topic mostly because of the amount of money that goes into the facility. A lot of that money we are obligated to because this building was built and an agreement was made a long time ago. It's a beautiful facility and there aren't many like it, if any, in the area and it is a large portion of our budget.....about \$4 million out of a total of \$60 million, which \$60 million includes all of our enterprise funds. It is a large portion of our budget. Larger than the fire department, actually.

As we've gone on and looked at it there's been discussion of the fact that each year of operation it takes a large portion of hotel/motel tax to keep it balanced, I guess would be the term I'd use. Between the operating revenue and the operating cost we have to put in dollars out of hotel/motel tax to make that balance. What amount should that be. I personally would like to see that amount be as little as possible and I don't know if it ever could be none because it is a challenging place to operate.

I think another big issue that comes with this is that this place has been operated for 15 years and this is the first time that a competitive bid process was undergone. I firmly believe that government should be doing an open, transparent bid process on all contracts, especially this large, at some periodic timeframe. I would like to think a maximum of 5 years, probably more like 3. That's again Mark Gibbons' opinion and it goes along with good government practices but it hasn't been done. Why? A couple of excuses was there's no one else that can do this job, no one else that would bid for this and so when this was put out, as Mr. Vincent said, there were five bids that came in and after being reviewed, three of those were qualified firms.

I think that's what brings us to this point. I find it to be my fiduciary responsibility to all the taxpayers of Huntersville to look at such an expenditure and to try to see if what we are doing is the right thing to do. Is there some way we can do something different. In the past two years there has been a HFFA oversight committee established and there have been meetings and there's been some direction from the Board and there has been to some degree, I guess, some attempts to make changes. In hearing this, we've heard proposals that would tell us that we can be on a glide path to profitability by what one company was telling us. Another is telling us that we can save a considerable amount in expenses and cut down on that hotel/motel tax, which would lead us to what our Finance Director would happily like to see done is us to start to knock down a \$5.5 million debt that the Town took from the General Fund Balance and loaned to the HFFA enterprise 15 years ago and there's never been a dime paid back to that. And again I'm not here today to point blame at individuals. I just am here to say the path we are on does not get us closer to those goals. I'll start with that comment and say that I got to sit in and listen to these three. I think that everybody put in a good effort to come and talk to us about what they could offer and I was one that thought that Swim Club Management Group that is here in Huntersville, a Huntersville business, offered a plan that I think might be something we should look at trying in going forward in the future.

Commissioner Kidwell said when this contract was passed three of us that are currently up here were sitting on this board. I can't remember the exact vote, but I think three of us voted against it.....two of us.....so two of us voted against it. And the main reason at that point was that it had not been bid out. That being said, the board passed it. Whether it was 4 to 2, 5 to 1, 3 to 3, 6 all, it passed. We have a contract. Now it's not like a contract with your cell phone company where you pay a couple of hundred bucks and you are out and you have a new cell phone company and keep the number. It's not like switching cable companies where you don't like DirecTV, you've got AT&T, don't like AT&T you swap back to somebody else. This is a lot larger and we talk about doing our due diligence for the taxpayers and I agree with that.

The issue I have is we have an estimate, but we still don't know the cost of getting out of the contract. Without knowing that cost we are not making the right decision to switch out of that contract. It could be \$100,000, it could be \$200,000. And you have to take that into consideration. And just like when you switch cable companies, it's all nice at first and then things kind of start oh sorry you need a HDTV that's an extra \$5 a month. You want to record something, that's an extra \$5 a month. It starts adding up there. Those things can and will happen regardless.

Back to the basics here, we as a Board in different sessions sat in and listened to three different companies make some pretty good pitches. However, HSW has not only said that they could knock I think it was \$30,000 or \$33,000 off the current contract but if we accept that I'm sure we could work that into no penalties, so in the remainder of the two years left on it you are saving \$60,000. It's a pretty good chunk of change no matter who you are. And if the board at that time still wants to look at different options they have the ability 6 months prior to bid it out and go through this process again.

HFFA provides a service that the Town is responsible for and we've contracted this company to do it. Yes, they use tax dollars. There's not a lot else we can use those Visit Lake Norman tax dollars for. We can push them into Parks & Rec as much as possible. You can only flood it with so much. At this time, as you can tell by the matrix up here, I recommend no change. I recommend that and I'll make a motion to the fact.



Commissioner Kidwell made a motion that we work with HSW, Health & Sports Works, with the new contract that they have dropped the price on, not including any penalties going forward and we continue on this path and then when it's time for renewal, we do it then.

Commissioner Bales seconded motion.

Commissioner Boone said I've got a question on the contract. Who originally wrote the contract that was signed.

Bob Blythe, Town Attorney, said the present contract was built upon the previous contracts with various changes and so forth in that period of time which I think was 2005 or 2006. I think even then it was a matter of some people putting in their input, others putting it in, it's just built upon that. I can't really say who specifically wrote the contract. I think without question both parties were involved in coming up with the contract.

Commissioner Boone said so are you saying the Legal Department wasn't involved in writing the contract.....you just oversaw the final product.

Mr. Blythe said if you mean the particulars of this last contract, as I said, for the most part the changes were based upon the previous contracts so did I sit down and draft an original contract in 2016 according to what they were putting forth, no of course we didn't. Frankly, I'm not sure who submitted this particular form, but it was reviewed by all parties.

Commissioner Bales said the current contract that we are now in, my recollection is that the current board sitting made the recommended changes that were then added to that contract. That's the way I recall it, because I know that Commissioner Phillips and I sat with the Town Manager and asked for certain things to be changed around several years prior to the contract being up for renewal.

Commissioner Boone said so Commissioner Bales you are saying that some commissioners were sitting down with the Town Manager.....

Commissioner Bales said to discuss the changes that we felt should happen and the Town Manager took it and I'm sure it went to our Town Attorney to work through those recommended changes within the contract.

Commissioner Boone said so two commissioners and the Town Manager.

Commissioner Bales said I don't know if the other commissioners had made their own recommendations. I just know that for me, Commissioner Phillips and I were sitting with the Town Manager and made some suggestions that obviously got into the contract.

Commissioner Phillips said since the contract has been brought up, isn't there a provision in the contract that the Town can get out and isn't it pretty much stated what those parameters are for this particular kind of case when it comes up or should it arise.

Mr. Blythe said that is correct.

Commissioner Phillips said I had a lot to say on this matter but it kind of struck me as I was looking at our Town staff and even their recommendations.....it's kind of funny, it kind of shocked me, really. But Swim Club Management Group and Sports Facility Management actually tied with the current Manager, Mr. Vincent, Jaycocks and our Finance Director Huffman and HSW ranked last. And so with this project in the contract to get out have you crunched any numbers to see what it would cost us.

Mr. Blythe said the only number I have crunched is the one that's fairly significant, that is fairly obvious and that is there is an amount equal to the base fee for six months of the base fee. Now that would be the current base fee. The original base fee under the contract July 1, 2016 was \$183,565. That contract was effective on July 1, 2016. The contract provides for an automatic 3 percent increase in the base fee annually. So if you add 3 percent of that amount to it, I came up with \$189,070 and half of that would be \$94,535.45. That's just me.....I'm not a numbers person. Having said that, there's another provision in there for the payment of 8 weeks' severance and a lot of people have been using the term for directors. That's not what the contract says. The contract says department heads and those figures I do now know.

Commissioner Phillips said your best guesstimate, sir.

Mr. Blythe said I don't have one. I don't have any idea what these people, who they are, how many there are and what numbers they are being paid. I'll defer to people that know those numbers.

Commissioner Phillips said I've got a question for Ms. Huffman. Would you have any idea as to how many people.

Jackie Huffman, Finance Director, said we don't get information that tells me who's a department head and who's not, so I don't know how to calculate that number. I don't have information that will allow me to calculate that number.

Commissioner Bales said so since this matrix was brought up by Commissioner Phillips, I do want to make a point that the way that I viewed this matrix was that this matrix was based off the interview only and not on anything additional, so if you are looking at my particular scores, I'm not necessarily saying one is better than the other, my scoring was based solely on the presentation that we saw, nothing else. And there are a lot of other extenuating factors in making this decision today.

Mayor Aneralla said we started this process out by saying we need to be competitive and put out all our contracts for competitive bid. The current management fee is \$183,000 plus the 3 percent that you heard, so for this year it would be \$189,000. All three proposals came back with a management fee for HSW of \$156,000, Sports Facilities Management \$174,000, Swim Club Management Group \$58,000. In addition, if you can see where I starred (*refer to Exhibit No. 2.*) the budgeted operating expenses for 2017-2018 fiscal year versus the 2016-2017 fiscal year, \$238,000 less of expenses budgeted. If we do nothing else tonight we have saved the town's taxpayers \$27,000 if you go with HSW plus the \$238,000; \$10,000 or so with Sport Facilities Management if we go with them, plus the \$238,000; and Swim Club Management \$58,000, plus the \$238,000. If you go with Swim Club Management for the 4 years of the contract, you are talking about a \$502,000 savings, plus the \$238,000. Obviously each year the expenses would be different. If you go with HSW it would be \$110,000, plus the \$238,000, which is \$348,000. This is why you have to put things out for bid. This is what happens in life when you have competition. The other thing that people should know is both contracts, the HSW and the Swim Club Management.....the bonus or the at-risk bonus which bugged me that a facility or entity could have negative operating cash flow and still have a bonus, well both of those do not have that provision and in

addition Swim Club Management not only would they have no bonus at operating income, they would have no bonus with paying the interest or after the interest. That's the second star down there, so that's \$300,000 worth of interest before they would have to pay, before they would get any bonus or the entity would have to create, and then there was some profit sharing.

In addition some of the differences that I saw and this is going to be something as long as I'm involved with the contract is at will with Swim Club Management which means you can cancel the contract with 30 days' written notice, no severance in either of the two contracts. I'm going to reiterate this is why you have to have competition for this.

I think Commissioner Kidwell mentioned or Commissioner Gibbons the hotel/motel tax, not only does it go to pay for something like this to make up the difference but it also goes to pay for the Parks & Rec Center. We had to dip in \$1,000,000 or so into the hotel/motel to pay for the cost overruns of that facility. In addition, Commissioner Gibbons mentioned that many years ago the Town took from the General Fund \$4,740,000 and lent to HFFA Enterprise Fund and then a year later took another \$350,000 out of the General Fund so this goes back on June 30, 2009 you see where I start \$5,090,000 and this is this year.....that \$5,090,000 is still there. If we can generate some additional revenues out of HFFA or cut down expenses, the hotel/motel tax potentially we could start paying this down and if the enterprise fund pays the general fund then the general fund has the ability to put into other things like roads, greenways, sidewalks and a number of things. I think the issue initially was can anybody out there.....are they interested in this. And you had five different entities. I think I knew a couple of them personally. One didn't make the cut and one did, but the fact is that there were companies out there that were willing to compete for this business and we need to remember that and regardless of what the Board decides today we've saved the taxpayers at a minimum \$348,000 over at least the next 4 years and I think we'll have a better contract at the end of the day whether it's with Swim Club Management or HSW, a much more flexible contract.

I'm going to give everybody a preview because it's going to be public knowledge in a little bit, but the Assistant Town Manager, next Monday we're offering him the ability to be the full-time or permanent town manager and his contract is at will. That's the way it should be. You need to perform. As much as this is a government entity we are trying to run it as efficiently as possible. Those are my comments.

Commissioner Kidwell said Gerry, Bob, Staff, anybody, how many vendors are we currently contracted with. How many contracts do we have out there.

Commissioner Phillips said Mr. Kidwell, I hope you can get that information today.

Ms. Huffman said it would be in the hundreds.

Commissioner Kidwell said so hundreds of contracts out there so I'm assuming if we are going to in mid-term contract look at reviewing it and putting it out for RFP, we are going to do the same for the other hundreds of contracts out there as a Board and we are going to go through this same process again as a Board meeting with multiple vendors who say they possibly could do a better job. I say that rhetorically because we're not. It's not going to happen. Staff doesn't have time. I just as heck don't have time. It's just not cost effective or feasible. What we have here today and what my motion has been is we remain with HSW. We save \$30,000 a year. That's \$60,000 over the next 2 years of the contract.....six months before it's ending we put it out for RFP if the Board at that time chooses to do so and accept any new offers at that point. What's that save us. More than just the \$60,000 a year. It saves us the \$100,000 to \$150,000, the number we don't know about off the bat. It doesn't matter if another company is going



to come in and say well you're going to make that up in a year or two years or whatever. We have already made several hits to our general fund for road improvements, for purchasing houses for the two-way pair down here. We've dug in enough. It's time we pull back.

Commissioner Guignard said one of the things we've talked about is the hotel/motel tax. I believe, and I may be wrong, there's only two people in this room that went to Raleigh 17 or 18 years ago and fought for that tax and one is sitting in the audience and one is sitting at the dais and those monies are here because we fought hard for that small city to the south to not continue to be the sinkhole of our money. Hotel/motel tax I don't know the specifics, I feel sure that Jackie Huffman could tell me those specifics but I think that there's probably plenty of ways that those monies can be spent that would benefit the citizens in this situation. I voted against the way this building was funded in the late 1990's and I think I have been proven right that this building has not done what I was given a spreadsheet of before it opened that it would be profitable and be making the town money in 3 years. I think the numbers that Commissioner Gibbons has already put forward and the Mayor has already put forward shows that. The other question that has been talked about is how much is it going to cost us to get out if we voted to get out of the situation. I don't think that there's probably but one or two people in this room that can tell us that information and probably now is not the time to ask that. But Bob Blythe the attorney has told us it's not directors but in the contract it says department heads, but the number that has been floated around at least to the majority of the elected officials, if not all the elected officials, is that there are 16 directors/department heads, it depends on how you want to define them for the conversation. What is ironical to me and Mr. Manager if you will tell me if I miss a department, we have an Engineering Department, we have a Parks & Rec Department, we have a Finance Department, we have an Admin Department, we have a Planning Department, I'll give the police four – Chief and the three captains/major that you've got, Fire because we've got three fire departments, one being built I'll say there's four there. And I'll give the Electric department one or two folks, all that together doesn't quite add up to 16. I think it is incumbent upon us if we move forward to be sure with the attorney when he talked about department heads as to what that actual number is because that does not seem like a judicious number for us to be looking at before we start guessing as to what that number might be to come out of this.

As I have stated I voted against the way this was financed and I voted against the location. I don't think there's many people in this room that argue the location is probably one of the biggest negatives to the building. I'll just leave it at that before I say what the truck driver part of me might want to say. So that's not been proven wrong. The \$100 million plus or minus that we will have given away to Duke Energy, which is not being discussed as a part of this, but that's not wrong and then assuming that the Mayor and Commissioner Gibbons are correct the \$10-11 million that has been added to that not counting the \$5 million makes me ponder as to after 15 plus or minus years is it time for a change.

Commissioner Bales said so I agree with Commissioner Kidwell. The time to make this review is in 2019. It is not now. I've got a quick question for Ms. Huffman. Looking back 2016/2017 did HFFA make a profit, even a small one this past year. Do you know where we are right now?

Jackie Huffman, Finance Director, said so for the FY 17 financials you've got May in our financial statements and if memory serves the loss was about \$238,000, but remember we record expense up front and then the revenues come in, so printed one day this week we were about.....that loss had been narrowed to about \$43,000.

Commissioner Bales said so we were pretty break even.

Ms. Huffman said there are additional revenues that we will record. There are additional expenses that we will record, but earlier this week it was a \$43,000 loss.

Commissioner Bales said so we are inching our way forward and I know that just sitting on the HFFA committee that those revenues will continue to trickle in for what another 30 days.

Ms. Huffman said so it's complicated. I would say any revenues we don't have recorded by about the 21<sup>st</sup>, definitely the 28<sup>th</sup>, we'll just have to book in FY 18.

Commissioner Bales said first of all I thought Commissioner Kidwell made a very sound point that we would not put out all of our contracts and start sitting here and reviewing them all because we won't. But here's the question that I have. What does this say to any other company that would like to do business with us if we are willing in the middle of a contract to just throw it away. What does that say. Where is our word. Are we keeping our word with this. Sitting through this interview process, first of all I want to say thank you to the Mayor for not being a part of that interview process. I think that was the right thing for you to do and I respect that, so thank you. Going through this interview process and looking at these three companies and looking at the material that they provided us, something really bothered me and it was a question that I asked and half of this Board doesn't even know that question. But the question that I asked was how long, and this was to Swim Club, how long has your transition team been together. And the answer was he pulled his transition team together for this job a year ago. We weren't even discussing putting this out to bid a year ago. That bothered me. And that is why my score for that presentation was lowered to a 2....that answer alone. We put this out for bid in March, not last year. That was the answer that I got and that's bothered me ever since. So we need to be very careful with what we are doing moving forward. A company can tell us that they can make money only to find out that our General Fund is getting drained in another year. I don't want to make any rash decisions and I think holding the line and keeping our word finishing a contract out at least until the contract says it's the appropriate time that we can then put it out for bid, that's the way we need to do business, do it honorably and I do not believe that is what we are doing here today.

Commissioner Gibbons said while I appreciate what both of my colleagues, Commissioner Kidwell and Commissioner Bales, have said here, first I want to make it very clear to everyone out there whether you are involved, whether you run the place, whether you want to run the place, we bastardized the word profit. Nobody's made a profit. We are not going to make a profit this year and no matter who runs it we are not going to make a profit next year. We are going to put hundreds of thousands dollars of taxpayer money into making this balance. So that conversation was just had with the hotel/motel tax being pumped in to make it work.....we are going to come up to a number that was equal to revenue and expense. We are not making a profit. Any taxpayer out there, I'm sorry, you are not profiting off of this enterprise.

As far as breaking a contract and being honorable. That's why the stipulations of what you have to do to get out of the contract are in there, that if you are in a contract and it's not working for either party, there are terms that allow you to get out of the contract. I don't know what measure anyone else puts on this but I cannot find a measure to where this contract has been working for the last 15 years. I say you can put your head in the sand for two more years and Commissioner Kidwell says we'll save \$30,000 a year by doing that. No, let's say nothing changes, another entity takes over and they spend just as much money but their management fee is \$100,000 less, well we have \$100,000 each of those years and let's say that \$100,000 goes right to pay the cost to get out of the contract then we're even, but we haven't lost anything in 2 years and we tried something else, tried something different for the taxpayer and 2,750 I think is a rough number of members over there or family members, you can add whatever

number family members might be added to that, but 2,750 something paid memberships, there's 57,000 plus people in this town and growing so what do the other 55,000 people get for the money we pump into this building. I understand the people in this room, you've all probably got some personal attachment to this – you work there, you run the place, you are members there, and it's a nice place, don't get me wrong, but I cannot sit here as an elected commissioner of everyone in this town and keep pumping hundreds of thousands of dollars a year into a facility that 2,750 members of my community benefit from. We saw comments, the petition that was passed around, we've got all this information and a lot of people made the comment, business people in this town that I personally know and respect, told me keep this, they're doing a great job. I would like to say to any of them that have their business if they hired someone to manage their business and all their customers were happy but at the end of the year they were \$300,000, \$400,000, \$500,000 in the hole and had to keep pumping in, I don't think the manager is going to stay. So if it wouldn't work in their business why is it okay for the Town of Huntersville to keep going with that situation. So I say to stay and do the honorable thing as Commissioner Bales says and stay in this two more years until the date is two years of taking taxpayer money and flushing it down the toilet not even trying to do something different. I don't know if that tells you where I stand on this or not but we've got to change – 15 years, \$11.1 million, \$5.5 million that's not been paid back at all and we are still paying the debt on the building. We cannot continue to do this and look our taxpayers in the eye and say we're up here representing you and doing a good job. I'm sorry that's not the way to do it.

Commissioner Kidwell said so you're not going to support my motion.

Mayor Aneralla called for the vote to renegotiate the contract with Health and Sports Works.

Motion failed 2 to 4 – Commissioners Bales and Kidwell in favor; Commissioners Boone, Gibbons, Guignard and Phillips opposed.

Commissioner Gibbons made a motion that we go with the Swim Club Management proposal and we vote on that to move forward.

Commissioner Phillips seconded motion.

Mayor Aneralla called for the vote.

Motion carried 4 to 2 – Commissioners Boone, Gibbons, Guignard and Phillips in favor; Commissioners Bales and Kidwell opposed.

Mayor Aneralla said I'm sure Mr. Vincent will get up with the appropriate parties. I do know that there is a provision with the Swim Club Management Group to retain the headcount of the current HFFA employees for a minimum of 90 days. I hope that will be conveyed. And then we'll get a timeline of when this will be simulated as quickly as possible.

Commissioner Gibbons said in light of our whole discussion on contracts, Mr. Vincent I just want to reiterate that this contract needs to be a much better written document and not to say it favors one side or the other, it's got to be a fair and well written document that spells things out so we don't have the kind of questions we asked today without answers.



There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

DRAFT

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Janet Pierson, Town Clerk  
**Subject:** Approval of Minutes - July 17

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Consider approving the minutes of the July 17, 2017 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**

**July 17, 2017  
6:30 p.m. – Huntersville Town Hall**

**PRE-MEETING**

The Huntersville Board of Commissioners held a pre-meeting at the Huntersville Town Hall at 5:45 p.m. on July 17, 2017.

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

**Parks & Recreation Sponsorships.** Michael Jaycocks, Parks & Recreation Director, presented PowerPoint presentation on sponsorships for the new Recreation center. *PowerPoint attached hereto as Exhibit No. 1.*

**Huntersville Fire Department Contract.** The time is getting close to renew the contract with Huntersville Fire Department. There are some areas of the contract that will need to be revised. Gerry Vincent, Interim Town Manager, encouraged Board to send any suggested changes for the new contract to him.

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**REGULAR MEETING  
TOWN OF HUNTERSVILLE  
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 6:30 p.m. on July 17, 2017.

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 called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

**MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS**

Mayor Aneralla

- Committees did not meet in July. No Mayor's Luncheon tomorrow.



#### Commissioner Bales

- The Lake Norman Economic Development Corporation currently has 19 active projects – 6 are in first contact, 7 are in the visit category and 6 we are a finalist for. The EDC is in the process of redesigning their website. The new website will feature a Job Board for open positions in the area.

#### Commissioner Boone

- The Huntersville Ordinances Advisory Board met July 14 to discuss beehives, green landfills, storm water and rural open spaces.
- Huntersville Police Department is reporting an increase of 8 percent in crime over the prior year. This increase is due to larceny from autos.
- National Night Out is August 1.

#### Commissioner Gibbons – No Report.

#### Commissioner Guignard

- Committees did not meet in July. The Centralina Council of Governments will meet in August.
- The Planning Coordinating Meeting is December 1.

#### Commissioner Kidwell

- The next meeting of the Charlotte Regional Transportation Planning Organization is July 19. Things of interest that will be discussed and/or voted on include update on the I-77 Expressway Lane contract from the Mercator Advisors, resolution supporting a designation of a Catawba Crossing which I have asked my fellow committee members at CRTPO to vote against that. I think it will damage the opportunity for road improvements in our area long-term if that happens. The CRTPO will also be asked to approve the TIP for public comment.

#### Commissioner Phillips

- Updated the Board on Visit Lake Norman and Lake Norman Chamber of Commerce events.

Commissioner Bales asked Bill Coxe to elaborate on the Catawba Crossing that will be discussed at CRTPO.

Bill Coxe, Transportation Planner, explained that the Catawba Crossing is a road across the Catawba River south of Wilkinson Boulevard basically following the alignment of the Old Garden parkway, which was a toll road that was proposed from 485 around the south side of Gaston County and coming back into 85 west of Gastonia, crossing 321 in the process. Gaston County would like to get a state route number assigned to it so they could then ask for the project to be evaluated as a regional project.

### **PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS**

Dr. Michael Brennan updated the Board on the Uveal Melanoma Assessment. Below is written report provided to the Town Board.

Huntersville Town Council Report---Uveal Melanoma Assessment---JUK 2017

#### PREFACE:

General community awareness thru word of mouth, social media and press/television reporting have surfaced a number of potential inclusions. Without specifying a number, the “inclusive philosophy” recommendation from many physician professionals (and patients) has led us to a total almost twice that when the assessment initiated. Using the generous fifteen mile radius does mean that this geography is now well

beyond "Town of Huntersville" and the issue encompasses a regional population—Mooreville, Lincolnton, Mt Holly, Concord as examples---and this fact goes back to the original eight studied by the NC DHHS.

Establishing the definitive Timeframe for the study can also be contentious in that date of diagnosis as a principal criterion means essentially that a single patient could set the stage for all??

\*\*The unique quality of the entire population is the youthfulness and the dominant female gender of the initial patients---this fact is emphasized by Ms Sara Lovett, epidemiologist, Mecklenburg Co Health Department—a valuable ally in the investigation.

Environmental:

---Hart and Hickman expect to await conclusion of (and collaboration with) the Geospatial Assessment to determine if field testing is recommended and justified. Potentially their fraction of the grant may not be expended

---Geodesy, Inc (Mr John Cassels) continues to assemble Life Stories of the included melanoma population and approximately half of the population has responded sufficiently. Recent additions will mean that this study will not likely conclude until mid to late AUG. Collaboration continues with NC DHHS, UNC Public Health and the aforementioned Mecklenburg Co epidemiologist, Ms Lovett.

\*\*With the population near doubled from the time of his contract, it is recommended that the Geodesy, Inc compensation "allowance" be doubled.

Genetics:

---Face to Face counseling with a Levine Cancer Center professional continues. 1/3 have counseled; 1/3 are scheduled and the new inclusions are seeking appointments. Carolinas Health Care/Levine Cancer Center counseling specialist have been exceptional and blood is drawn at time of counseling.

---Invitae Laboratories in Charlotte conducts the serum analysis based on the counselor's recommendations and forwards results to all involved physicians and the patient.

\*\*Population increase will double the budgeted amount

---Tumor Tissue testing has not commenced due to need for a special Institutional Review action at Columbia University. Once established "select" patients (families) will agree to release of tissue from their respective hospitals. The expected conclusion of this study is "end- 2017." The budgeted cost is essentially understood with the principal investigator to be "what the grant can afford."

Jim Dotoli, Huntersville Fire Chief, updated the Board on fire services since taking over medical calls in area they did not previously cover. Although call volume has increased, their response time has been within 6 minutes.

Hal Bankirer, 17206 Linksview Lane, urged the Board to approve Petition #TA17-03 that would impose term limits on Planning Board members. I announce now that approved or not my recent reappointment taking me to slightly over 10 years will be my last. Mr. Bankirer also urged the Board to approve Petition #TA17-03, Section 2, to allow the Planning Board an additional deferral.

Pat Jakeway, 118 Pineridge Drive, addressed the Board concerning the location of beehives on property. The topic was discussed at the Huntersville Ordinances Advisory Board meeting. Mr. Jakeway suggested a neutral expert be brought in to help devise a new location for their neighbor's beehives and they would refrain from their request for an ordinance, but in the meantime requested Board consider looking at ordinance for location of beehives on property.

Commissioner Boone said I'd like to make a comment on the advisory board meeting that we had. We're working on this situation and when we left we were going to give this 30 days to study it to see what we can do about moving these beehives. I have reached out and tried to get an independent beekeeper to go over to your neighbor's house and look into the situation. But before I do that I want to be sure that everybody knows that we are coming.

### **AGENDA CHANGES**

Commissioner Gibbons added Item L under Other Business – Consider decision on terminating the Management Services Agreement dated and entered into as of July 1, 2016, between Health Works, Inc. and the Town, pursuant to Paragraph 8.c of said Agreement, and authorize the Town Manager to provide Notice to Health Works, Inc. pursuant to said Agreement, which shall be effective 90 days, plus two days following the date of notice given as provided in Paragraph 12.

Commissioner Kidwell added Item F to the Consent Agenda – Call a public hearing for Monday, August 7, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #TA17-05, a request by Piedmont Wrecking and Grading Company, Inc. to amend Article 9.23.9 of the Huntersville Zoning Ordinance to modify the compliance standards for existing LCID landfills.

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

Commissioner Phillips seconded motion.

Motion carried unanimously.

### **PUBLIC HEARINGS**

**Petition #R17-03.** Mayor Aneralla called to order public hearing on Petition #R17-03, a request by Donald and Vicki Shew to rezone 12.66 acres from Corporate Business to Special Purpose at 15746 Old Statesville Road (Parcel #01101235).

Brad Priest, Senior Planner, reviewed the request. *Refer to Staff Report attached hereto as Exhibit No. 2.*

Staff recommends approval of the rezoning application as the SP district is consistent with adjacent development and will allow the existing Storage Central business to bring their site up to current zoning code.

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

### **OTHER BUSINESS**

**Appoint Town Manager.** Commissioner Kidwell made a motion to appoint Gerald D. Vincent as Town Manager.

Commissioner Guignard seconded motion.

Motion carried unanimously.

**Petition #R17-01.** Petition #R17-01 is a request by Nate Bowman to rezone Parcels 01920320, 01920313, and 01937101 from Neighborhood Residential and Transitional Residential to Neighborhood Residential Conditional District.

Alison Adams, Senior Planner, reviewed Staff Report. *Staff Report attached hereto as Exhibit No. 3.*



The Planning Board reviewed the petition on June 27, 2017. The following motion was made: The Planning Board recommends approval based on staff recommendation that all required TIA and NCDOT requirements be approved and in place before Town Board recommendations and that the buffer and block length waivers be approved as suggested by staff. The plan is consistent with the 2030 Community Plan. It is in the interest of the public and reasonable and should be approved because it meets the 2030 Plan, zoning requirements and all necessary TIA and DOT requirements.

Commissioner Bales pointed out that as the Town continues to grow, Charlotte-Mecklenburg Schools needs to be aware of the number of homes being approved.

Commissioner Boone made a motion in considering the proposed Rezoning Application #R17-01, Sherrill Subdivision Conditional District, the Town Board recommends approval based on the application being complete. It meets all necessary requirements. It is consistent with the TIA requirements, the DOT requirements, both with the waiver of the buffers and the block length being approved. It is in the best interest of the community and it meets the 2030 Community Plan recommendations.

Commissioner Guignard seconded motion.

Motion carried unanimously.

**Sherrill Subdivision Sketch Plan.** Mayor Aneralla pointed out this item is quasi-judicial.

Mayor Aneralla swore in Alison Adams, Max Buchanan and Nate Bowman.

Alison Adams, Senior Planner, said this is the subdivision portion of the same request, but subdivision portion, the sketch plan. It is quasi-judicial. *Staff Report Attached hereto as Exhibit No. 4.*

Again, this is 37 acres, 77 single-family homes. The applicant is Bowman Development. The block length waiver is in red and then the buffer request is in yellow. All aspects of the Subdivision and Zoning Ordinance are being met. It does comply with the NR district. The open space is being met, tree save, etc.

With that being said, Community Plan, East Huntersville Plan, it is consistent with both of those and if you have any questions, I'll be happy to answer those.

Mayor Aneralla said sidewalks on Holbrooks.

Ms. Adams said the applicant is required to install sidewalk along Holbrooks Road. The sidewalk is a 5' sidewalk. There is a green zone. Holbrooks Road is a ditch cross-section so you would have the ditch and then the green zone and then the sidewalk. The green zone would have trees as required per our ordinance and the same style buffer would be along Asbury Chapel Road as well.

Commissioner Boone said there's no bike path on Holbrooks Road.

Ms. Adams said there's no bike lanes.

Commissioner Bales said just a quick question regarding the homes that are along the future Asbury Chapel. I'm just confirming that those homes, their fronts are in the development and not facing Asbury Chapel Road.

Ms. Adams said you're correct.

Commissioner Boone made a motion to approve the Sherrill Subdivision Sketch Plan which will include Parcels 01920320, 01920313 and 01937101. The application is complete. The request is in keeping with the spirit and intent of the Town's future land use plans. It is consistent with the TIA and NCDOT requirements, both the waivers of the buffers and the block lengths being approved. It is in the best interest of the community and meets the 2030 Community Plan.

Commissioner Guignard seconded motion.

Motion carried unanimously.

**Bryton – Lot 2 Outparcels Sketch Plan.** Mayor Aneralla pointed out this item is quasi-judicial.

Mayor Aneralla swore in Jack Simoneau.

Jack Simoneau, Planning Director, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 5.*

Mr. Simoneau said I'm going to be really brief on this. This is an outparcel that is near the Walmart and Bryton subdivision. It's located in the hatched area right here. The map on the left is a map that was approved in 2011 that created the street system around Walmart and you will see that yellow line. That line kind of represented a lot north of Walmart. Now the applicant wants to actually subdivide that tract into six more lots, so that makes it a major subdivision whenever you create those lots and that's why we are coming back before you. All the infrastructure installed. All the Town requirements have been met. The applicant has modified the plan. We have reviewed the plan. Everything is in compliance with the ordinance. Staff has recommended approval. The application was complete. All the information that was requested such as willingness to serve letter and fixing up the site plan have been addressed.

The Planning Board recommended unanimously to approve this at their meeting and we're happy to answer any questions the Board might have.

Commissioner Phillips said maybe you can explain this one to me and I'm going to pull your chain a little bit. Your general application is not filled out on the front page. Why is that?

Mr. Simoneau said frankly I'm filling in for David Peete, so I don't have that information that you are talking about. The general application, what is it you are concerned with.

Mr. Phillips said it's not filled out.

Mr. Simoneau said mine is typed in.

Commissioner Guignard said evidently the computer reports are filled out and the printed reports are not.

Mr. Simoneau we'll try to figure out what that glitch is. Ours is filled out.

Commissioner Phillips said I just couldn't figure out why everybody else fills one out but these gentlemen didn't.

Mr. Simoneau said I don't know what the technical glitch is there, but the application that we have is all filled out.

Commissioner Phillips said this project was approved or the original sketch was like 2006 and if I understood this Traffic Impact Analysis was done in 2006 and there's no additional road improvements.

Mr. Simoneau said that is correct. Do bear in mind when this project was approved what you see out there, the bridge at Hambright.....Hambright Road being built, the widening of 115, Alexandriana improvements, all that was a function of Bryton back when it was originally approved. So there's probably over \$30 million worth of road improvements that were done as a result of this approval, including moving the railroad track over, because that was the big deal. The railroad track used to be right up against 115 and if we had to widen 115 we would be eating into the school property. So the big deal was moving that railroad into the center of Bryton and then doing the road improvements. To answer your question, yes, but I don't want anybody to think that they are not meeting the standards because all the infrastructure you see out there is as a result of Bryton.

Commissioner Guignard said they did get quite a few TIF's for that, am I correct.

Mr. Simoneau said there was a synthetic TIF, that is correct.

Commissioner Phillips said basically you're saying this was approved back in 2006 and that's what I'm trying to do is make sure that people don't come back and say oh, because I would be a good example of that.

Mr. Simoneau said to answer your question the rezoning was approved in 2006 and they have met the conditions that were required of them.

Commissioner Phillips said even though these here will create additional trips.

Mr. Simoneau said yes, again the infrastructure has already been installed.

Commissioner Kidwell made a motion in considering the application on Bryton – Lot 2 Outparcels Subdivision Sketch Plan, the Town Board finds the application is complete and complies with all applicable requirements pending addressing intersections for Lots 2D and 2E in regards to the intersections, also pending a willingness-to-serve letter provided by Charlotte Water. It is in the public interest in regards to helping Bryton fulfill its complete and full potential.

Commissioner Boone seconded motion.

Commissioner Bales said I encourage Commissioner Kidwell to also add the minor comments to the notes of the site plan.

Commissioner Kidwell said absolutely.

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



**Petition #SUP17-02.** Petition #SUP17-02 is a request by Godley Group of Charlotte, LLC for the issuance of a special use permit for Frankie's Fun Park to allow lighting that exceeds some standards of Article 8.26 of the Zoning Ordinance per Article 8.26.1(M).

Mayor Aneralla pointed out this item is quasi-judicial.

Mayor Aneralla swore in Jack Simoneau and Brad Priest.

Brad Priest, Senior Planner, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 6.* This Special Use Permit application is to allow a lighting standard that exceeds the ordinance requirements for lights and so here's an aerial photograph of the Bryton development on Eastfield Road/115. You can see the color rendering there is the Frankie's facility to the rear back on Bryton Corporate Center Drive. That's the location of the property.

Back last year there was a text amendment that was done for the Frankie's facility. Frankie's was going to come in and they were going to have some ride lights and they were going to have lighting for the facility that they knew was going to go over Article 8.26, which is the requirements for standard commercial lighting. They went through this application to change the text to basically say if you go through the Special Use Permit process and you meet the ordinance criteria to the extent practical, it can be approved. That's what that text amendment did because again they knew that they were going to have lights that were above and beyond what we normally require for a drug store or any type of commercial use.

With that in place what we are doing now is just the follow-up exercise of that text amendment from last year, the special use permit where we look at the actual lighting plan, we look at the lights and we see is this meeting the ordinance to the extent practical.

Here's the lighting plan and again this is all in your Staff Report. I'm not going to belabor or try to go through individual readings. There were a few different areas that we wanted to highlight that were above the ordinance requirements and just briefly discuss.

The first one was the mini-golf facility. Again, the ordinance requires in 8.26 a maximum of 10 footcandles (FC), but when you look at the IES (the Illumination Engineering Society), they recommend a maintained 10 FC. So for the mini-golf area they are proposing an average close to 10 FC and a maximum 16.2 FC. Looking at that portion of the site and looking how it operates and knowing that you do want to see where you are going and there are trip hazards. If you've ever been to a putt-putt facility, you are stepping over things and around things. There's uneven terrain so you want to have some light for safety. Staff thought that was close enough essentially to the requirement. It meets the ordinance to the extent practical.

Going to the go-kart tracks. Of course go-kart tracks you want to have again safety lighting. You want to see where you are driving. So the track designer submitted a letter as evidence to say that I recommend you have at least 20 FC max. And then you have a 10 FC minimum. They are proposing close to 20 FC.....19.9 FC and 14 FC average. Again, looking at that, looking at the safety concerns that you have with this type of facility, staff's recommendation is that's close enough to the extent practical.

The go-kart canopies where you are waiting to get in line to go to the facility to get in and go ride the karts, the track designer recommended 20 FC average or higher. The proposed is 28.9 FC, the average was 22 FC average. Now staff did a little bit of research and looked at the Planning Advisory Service and

there are some studies in regard to canopy lighting and after a certain amount of lighting it becomes more of an advertisement in itself with the lighting because of the brightness and it loses the effect of safety and all that good stuff.

With that recommendation and that description, staff recommended that we get down just a tad to the 20 FC average, which met both requirements or both recommendations I should say of the Planning Advisory Service and the track designer. The applicant actually has agreed to do that, come down just a little bit. They submitted a new plan today where I think the average is down to like 16.9 FC, something around that range for the go-kart canopies. We're good there as well. The applicant has lowered that.

The one more issue is the amusement rides. So 8.26 says that prohibited lighting is flashing or any kind of lighting that's obtrusive or could be a nuisance. So in this red circle you will see where the amusements are proposed in the back. And so here's just a slide that kind of shows each of the rides, what kind of lighting you will see. They are essentially carnival looking rides and so there will be four of them out there.

Looking at the lighting, looking at what the rides will look like, the applicant has submitted viewpoints, perspectives to try to help the Board understand what the site would look like after a period of years. On the right-hand side you see what the view would look like from Point 1. Here in the bottom right-hand of the map, you've got a birdseye view and on the very right-hand of the slide you see what the perspectives are.....one at landscaping installation at the top and then at 5 years growth of the landscaping and then at full maturity of the landscaping. And that's a consistent theme as we go through these slides – installation, 5 years and then at maturity. So that's View 1. View 2 is right there on Bryton Corporate Center Drive as well, but at street level and the property just to the north of this is fully wooded, so you see on the right-hand side there's lots of trees there. From that vantage point you don't see much at all because of the wooded lot to the north.

Now View 3 is over across the street, across the rail line down near the Walmart entrance on Bryton Town Center Drive. So your left-hand side again you have the installation, 5-year growth and at mature growth. And you notice from this offsite location even at mature growth of the landscaping the tops of those rides are still visible from what was submitted.

View 4 is similar, just scooted down the street just a little bit, looking back at not necessarily the rides per say but looking at go-kart tracks and the putt-putt facility there's some leftover mature landscaping that screens a lot of that. But to give a little bit better perspective here are some pictures that staff took right at the driveway to Walmart. You see on the left-hand side or the left-hand picture there's those mature trees. There's some there, but not many to make really an opaque visual buffer. And then a little bit to the right it's completely wide open. There's no existing trees there.

Here's the landscaping plan. In effect, the landscaping plan shows on the right-hand side, it's bubbled in red, what the proposal is is to plant Savannah Hollies initial installation at 20' high to try to help screen. So that's a very tall, very narrow, evergreen tree that could make a hedge after several years. They are planting them 8' on center so that will make a nice hedge barrier for the lower lying lights and block them out and stop them from being a nuisance. Height at maturity of the trees is 40'. Now the concern staff has is that the lights on that swinging one, you notice if you go back, but the swinging ride here in the upper left has a pendulum that goes around and it gets up to I think the height was 53'. So it's going to be high. And there's lights on that pendulum at the top. So at a 40' height there's just going to be some visibility of the lights as the rides go round and round.

In totality the Planning Board reviewed the application on June 27. They recommended approval of the application with some conditions. And those five conditions are listed here. Essentially to make sure the landscaping screening as it's shown, the Savannah Hollies, the tall evergreen trees, are continually maintained. The applicant has to resubmit a Special Use Permit if future rides are proposed higher than the existing ride heights. So they've got the four rides now, but if they come in with a different one at 60' high then we have to look at the process over again. That was a recommended condition from the Planning Board. The lighting on the go-kart track canopies is reduced to the average 20 and they've already done that, so we are on the same page with No. 3. No ride other than the two swinging rides, the Midi Discovery and the Mega Disk, may exceed 40' in height. That's the pendulum one, the Midi Discovery, and then the Mega Disk was the disk that goes back and forth, looks like a big "U" that we saw in the pictures. So that goes over 40'. The Planning Board recommended that you just have the two rides. Don't switch out the teacups, switch out the swings to have the taller rides, so you have more than the two with the obtrusive lights. And then No. 5, a third party lighting engineer paid by the applicant submit a report just making sure the that the lighting plan as proposed and reviewed by staff is installed as it was planned. That was the Planning Board recommendation.

The Planning Staff still has the recommendation that over 40' the lights be restricted and that could reduce the obtrusive lighting a little bit better because the trees only go so tall so anything above that could be obtrusive especially if it's continually going around and around. That's staff's recommendations.

Commissioner Gibbons said can you go back to a picture that shows the whole area and then I want to ask a question about where.....we're worried about the lights, you've got the canopy circled right now, and then we are worried about the lights on the race track and we think we've got that.....staff is satisfied that that's conformed. We were worried about the ride heights and the lights on them. But on this, can you just point where presently there's residential and where the possible residential is going to be – the apartments that are mentioned in here, just so we can get kind of a distance.

Mr. Priest said the top right of this map where you see it zoned TODR. You see the site hatched in. Directly to the west you see the brown, the TODR, so right across that stream is zoned essentially for apartments, so it could be right across the stream there from residential development.

Commissioner Bales said and elevation-wise the hatched site sits lower than that, is that correct.

Mr. Priest said it does sit higher. It will sit higher. The TODR once you get past the.....actually the Frankie's site is putting in a huge retaining wall, probably 15' above, so it's going to be higher. But it's important to note too in TODR they can have 4-story buildings and they can raise up, so it would make up that difference very quickly. To answer your question right across the stream.

Commissioner Boone said I did miss the Planning Board meeting that night and it must have been a long meeting. I do have a question because in the minutes from the Planning Board there was some misinformation. It says the park closes at 9 p.m. Is that true or false.

Mr. Priest said I don't know if that was an offered condition but I think it's going to close later than that.

Commissioner Boone said the park and the amusement center, the indoor amusement center, does that have any lights.

Mr. Priest said the applicant is here. I'm not sure.

Commissioner Boone said if this 50' ride that's going to go above 40', how many times does that make a cycle in an hour.

Mr. Priest said I'm not sure. I'd be happy to get the applicant to come up to answer those.

Austin Watts, Kimley-Horn, said if you will indulge me, let me step back a little bit and give a brief 2 minute presentation, I think it will encompass a lot of the questions that you've got and perhaps answer some of the ones that have already been answered.

I just want to take a moment to thank staff because we've been going back and forth trying to make this plan as good as possible over the last 6 or 7 months, since we came in November of last year in order to institute the special use permit. The original intent was to do a text amendment and it just became kind of a bear. Staff had the idea of let's just institute a special use permit where we can go through each of these and look at them on a case-by-case basis so if there are other developments in the future it's not just related to fun parks, it's related to other things.

Whenever we first started out the original site was located across the street. In working with David Jarrett with AAC and staff it was determined that in order to provide a better buffer between the residential it was more appropriate for us to be across the street. Mr. Godley who is the client, he's here tonight, agreed that we would move over here and situate ourselves in this corner. As part of that we looked at how we were going to arrange the site in order to fit all the pieces in there and to maximize the area so that we weren't taking up more area than we needed to allow AAC to have additional land that they could sell off to other folks. We also wanted to make sure that we were putting the rides in the appropriate spot. So on the south side to where we've got more commercial uses, we put in the mini-golf. And if you have seen any of Mr. Godley's other parks, whenever they talk about Disney level landscaping, I heard the architect throw that out when I first started and I just thought that was kind of over the top expression, then you start looking at what he installs and it is Disney level landscaping. We put that on the south side, wrapped the side of it with the go-kart tracks and then we put the rides in the middle. What that does is it allows some of the structures on site as well as the immense amount of landscaping that's being installed to help screen those rides.

Additionally, in working with staff we had a safety fence around the outside. We upgraded that to black aluminum architectural grade fence around the entire property and at the client's own volition he doesn't want to go in and plant code minimum landscaping. He's not putting any 2" caliper sickly little Charlie Brown Christmas trees that you might see some people do. He's putting in large semi-mature landscaping at the time of installation. One of things that Brad mentioned a moment ago is that we upsized the trees along this western property line from a 12' install to a 20' install, which is just a huge tree to go in to start with that will eventually get up to 40'.

After that the client met with the ride vendor. These rides are made in Italy. He brushed up on his Italian and got across to them the fact that we need to reduce the amount of lights that are visible out there. One of the things that they did was he chose the LED package instead of the incandescent package, lower wattage bulbs. And then he got with the ride manufacturer and said what can we do to help minimize the amount of glare that's going to go off our western property line. If you look at these pictures here, for example on the discovery, this side here that's got this crescent moon, that was simply removed. It's got this wheel here that lights up. The lights were taken off of that. It's got lights on the legs and so on the western facing elevation of those legs, those lights were taken off. And then on the Mega Disk, the entire side that faces to the west, the lights were taken off of that. That combined with



the 40' maturity screening that we are planning along there were some of the things that we did in order to mitigate some of the lighting.

One of the questions was how often are these things going to peak above the trees. My associates and I were looking at some of the videos of it, give or take it's five to six rides an hour, maybe a peak at ten, but by and large five to six rides an hour. The ride lasts about 90 seconds. We looked at the video of these things moving and we were trying to be conservative and so based on that about half the time we allocated to it being above 40'. I think it's less, but we wanted to be conservative. So 45 seconds, five times an hour. These things they are obviously outdoor rides so in the winter time these are not very popular and so these things are not running whenever it's freezing outside because nobody wants to strap onto this in 20 degree wind and 20 degree weather and spin around. So we are talking about the summer months. And peak is kind of April through September. In those months the daylight last quite a long time. So you know right now it's not getting dark until 8:30 p.m. or 9:00 p.m. and then these rides close at midnight. So we are looking at about three hours a day during the summer months. And so based on the amount of time that they would be running above the tree canopy, we're talking about 15 minutes a day is kind of how the math works out.

Additionally, with the location of this we also make use of the existing SWIM buffer that's between us and the remainder of Mr. Jarrett's property. David has been very aware of the plans. We've kept him in the loop as far as what's going on and we've discussed if you put apartments down here what's that going to be like. Well for one this is a very large retaining wall. We're about 35' on our western property line. So we've looked at doing mass grading for David on the other side and so we would be in the 40' range or so above the TOD on the property that's to our west. And then additionally it was brought up at the Planning Board you know we're not moving next door to a million dollar house, we're going in first and then any development that comes in around us will take us into account and people know going in what they are developing, what they are buying, things like that. We would be very up front with any future neighbors.

Additionally, regarding lighting, Mr. Godley has worked with the ride manufacturer so any lights that flash, because these things can do all kinds of crazy stunts, he's agreed to turn off the flasher, so we are not dealing with flashing lights out there as well.

All in all we believe that we've done a good job mitigating in trying to get our use to fit into the community and to the ordinance to extent practical.

Commissioner Guignard said just a question from somebody that was raised on the west side of town. Are these Godley's related to the Godley's from the farm equipment people off of Hovis Road.

Mr. Watts said yes.

Commissioner Guignard said what happens when this is very successful and they want to add space to this. Is David ready to add more space?

David Jarrett, American Asset Corporation, said right now there's no intent to add more property. I think Mr. Godley has purchased what he feels comfortable with at this point. If the remaining acres are there in 5 or 10 years when this is that successful and he wants to buy more, certainly we would consider that. But I think at this point there's no indication that he's looking for an expansion.

Commissioner Guignard said on a real serious note I remember sitting at this dais and we discussed Birkdale before they even graded the first spade of land over there and we tried to say that place is going to be much more successful than anybody ever said it would be. I'm not so sure that.....y'all tell me there's nothing like this until you get around to Carowinds and I'm not comparing this to Carowinds but there's nothing of this nature on 485 going east, west, north or south.

Mr. Jarrett said that's correct.

Commissioner Guignard said I don't think we understand what's getting ready to happen when you open this. I am not against what you are doing. We don't understand what's getting ready to happen when you open this.

Commissioner Gibbons made a motion in considering the Special Use Permit #SUP17-02, Frankie's Fun Park Lighting, we the Town Board find that the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by the fact that the mature landscaping coverage will cover the lights and that the lighting selected is adequate for the safety of the public. The following are required as part of the approval and these are as per the Planning Board's recommendation: (1) The landscaping screening on the perimeter of the property is continually maintained; (2) the applicant must resubmit a special use permit amendment application if any future rides are proposed higher than the existing ride heights; No. (3) is covered; (4) no rides other than the two swinging rides (Midi Discovery and Mega Disc) may exceed 40' in height; and (5) a third party lighting engineer paid for by the applicant will submit a report following the installation showing conformance to the approved lighting plan.

Commissioner Phillips seconded motion.

Commissioner Guignard said I do have a question. There are times when bigger parks have a limit and they stop admitting people. Is there a maximum number of people that y'all think this park can hold.

Mr. Watts said I believe that the answer would be as directed by fire code as far as the number of maximum occupants and that's typically part of the building permit and there's typically a placard inside the building that says Max Occupancy.

Commissioner Guignard said that's for the building, I'm talking about for the park. How many parking spaces are there.

Mr. Watts said 450.

Commissioner Guignard said so 2,000 people.

Commissioner Boone said you said that the rides close at 12. What happens on New Year's Eve, do you keep them open after that.

Mr. Watts said Mr. Godley mentioned that's winter time, so the park is a lot slower in the winter months than it is in the summer months, so the outside park it wouldn't change.

Mayor Aneralla called for the vote to approve Petition #SUP17-02.

Motion carried unanimously.

**Petition #TA17-03, Section 1.** Petition #TA17-03, Section 1, is a request by the Huntersville Planning Department to amend Article 11.4.2(b).1 to modify the term limits for members from within the Town Limits.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 7.* If approved this will affect the members from within the Town Limits. It will not affect members representing the ETJ.

Staff recommends approval. The Planning Board recommended approval by a 5-3 vote. Some Planning Board members felt it would be limiting someone's ability to volunteer multiple times. The Huntersville Ordinances Advisory Board also heard this request and recommended approval.

Commissioner Guignard requested to hear from any of the three dissenting votes on the Planning Board.

Jennifer Davis, 7530 McIlwaine Road, explained the reason she voted against term limits was she has confidence in the Town Board to remove Planning Board members who are not doing their job. If someone wants to continue to serve it would limit their ability to sit on a board and do a good job.

Commissioner Boone made motion in considering the proposed amendment #TA17-03, Section 1, to amend Article 11.4.2(b).1 of the Zoning Ordinance, the Town Board approves the request based on the amendment being consistent with Policy ED-14 of the 2030 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because periodic changes in the Planning Board members allows a balance of needs of experienced membership, fresh ideas, and brings the Town of Huntersville Planning Board in line with the policies of other municipalities.

Commissioner Phillips seconded motion.

The Board discussed pros and cons of term limits. Some commissioners noted they would not support the motion because they believe the decision should be made by the Town Board whether or not individuals are going to continue to serve. If they do not want to continue to volunteer they can resign from the board or not apply for reappointment. Arguments in favor of supporting decision included term limits would give people that want to serve an opportunity.

Mayor Aneralla called for the vote to approve Petition #TA17-03, Section 1.

Motion failed 2 to 4 – Commissioners Boone and Phillips in favor; Commissioners Bales, Gibbons, Guignard and Kidwell opposed.

**Petition #TA17-03, Section 2.** Petition #TA17-03, Section 2 is a request by the Town of Huntersville Planning Board to amend Article 22.4.7(b) to modify the number of times the Planning Board may defer action on a request.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 8.*

This text amendment was initiated by the Planning Board to allow them to defer action on an item that comes to the Planning Board two times rather than just one time. Planning staff recommends approval of this text amendment request. The Planning Board recommends unanimous approval and the Huntersville Ordinances Advisory Board also recommends approval of this text amendment request.

The Board discussed pros and cons of increasing the number of times the Planning Board may defer action on a request from one to two. Some commissioners felt applicants are given enough time to have their case prepared. It was pointed out that sometimes an applicant may not get input from the North Carolina Department of Transportation in a timely manner which would cause a delay.

Commissioner Boone made a motion in considering the proposed amendment #TA17-03, Section 2, to amend Article 11.4.7(b) of the Zoning Ordinance, the Town Board approves the request based on the amendment being consistent with Policy ED-14 of the 2030 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it improves the efficiency and responsiveness of the development review process for development proposals.

Commissioner Phillips seconded motion.

Motion carried 4 to 2, with Commissioners Kidwell and Bales opposed.

**Petition TA17-03, Section 3.** Petition #TA17-03, Section 3, is a request by the Town of Huntersville to amend Article 4: Lot and Building Type for Detached House to modify a reference to Transitional Residential sideyard setback, which was changed on February 6, 2017.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 9.*

Town staff recommends approval of the text amendment as presented. The Planning Board and the Huntersville Ordinances Advisory Board both recommended unanimous approval of the text amendment.

Commissioner Kidwell made a motion in considering the proposed amendment #TA17-03, Section 3, to amend Article 4 of the Zoning Ordinance, the Town Board approves the request based on the amendment being consistent with policies of the 2030 Community Plan and Article 4 Lot and Building Type for Detached House.

Commissioner Gibbons seconded.

Motion carried unanimously.

**Petition #TA17-04.** Petition #TA17-04 is a request by the Town of Huntersville to amend Article 3.3.2.2(b) and Article 3.3.3.2(b) of the Huntersville Zoning Ordinance to modify the exceptions to applicability section of the Mountain Island Lake and Lake Norman Watershed regulations.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 10.*

Town staff recommends approval of the text amendment request as presented. Both the Planning Board and the Huntersville Ordinances Advisory Board recommended unanimous approval.



Commissioner Kidwell made a motion in considering the proposed amendment #TA17-04 to amend Article 3.3.2.2(b) and 3.3.3.2(b) of the Zoning Ordinance the Town Board approves the request based on the amendment being consistent with the 2030 Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because Policy H-10 supports redevelopment of older established residential areas and Policy ED-14 which supports efforts to improve efficiency and responsiveness of development review process.

Commissioner Bales seconded motion.

Motion carried unanimously.

**Call for Public Hearing – Petition #R17-07.** Commissioner Guignard requested to be recused.

Commissioner Gibbons made a motion to recuse Commissioner Guignard.

Commissioner Bales seconded motion.

Motion carried with five (5) yes votes.

Commissioner Kidwell made a motion to call a public hearing for Monday, August 7, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #R17-07, a request by Charles Guignard to rezone 0.33 acres located at 503 S. Old Statesville Road (south of Mt. Holly-Huntersville Road) from Neighborhood Residential Conditional District to Neighborhood Residential to remove an existing multi-family overlay.

Commissioner Boone seconded motion.

Motion carried with five (5) yes votes.

Commissioner Bales made a motion to bring Commissioner Guignard back.

Commissioner Kidwell seconded motion.

Motion carried with five (5) yes votes.

**Planning Board Appointment.** Consider appointing a new member to the Planning Board to fill a vacant seat due to the resignation of Adam Planty effective June 30, 2017.

Mayor Aneralla called for nominations.

Commissioner Boone nominated John McClelland.

Commissioner Kidwell nominated Erin Gillespie.

Commissioner Guignard nominated Bob Lemon.

Vote for John McClelland: Commissioners Boone, Gibbons and Phillips.

Vote for Erin Gillespie: Commissioners Bales and Kidwell.

Vote for Bob Lemon: Commissioner Guignard.

John McClelland was appointed to the Planning Board to fill vacant seat due to the resignation of Adam Planty.

**Terminating Agreement.** Commissioner Phillips made a motion to terminate the Management Services Agreement dated and entered into as of July 1, 2016, between Health Works, Inc. and the Town, pursuant to Paragraph 8.c of said Agreement, and authorize the Town Manager to provide Notice to Health Works, Inc. pursuant to said Agreement, which shall be effective 90 days, plus two days following the date of notice given as provided in Paragraph 12.

Commissioner Guignard seconded motion.

Commissioner Gibbons said I guess as far as when we are going to terminate the agreement, I guess it would be subject to the terms of the contract.

Bob Blythe, Town Attorney, said you need to set the effective date of termination.

Commissioner Guignard said I would like to ask if the Manager has had any conversation with either the outgoing party or the incoming party and would suggest a date that might be appropriate for the Board to consider.

Gerry Vincent, Town Manager, said my approach is in order to set a date I need to know the terms of the contract, so there is no set date. So in talking with the new contract that we are negotiating I would say September 4 would be HSW's last day and the new company could start on September 5. There was a discussion with Swim Club also that there was a closer date of August 21, so I do have two dates – August 21 and September 4.

Mayor Aneralla said so no later than September 4.

Mr. Vincent said no later than September 4.

Commissioner Guignard said Mr. Blythe, can we put that like that in the motion, no later than.

Mr. Blythe said I would prefer to just say September 4, but if the parties in the meantime wish to change that.....

Mr. Vincent said I would suggest we could have those conversations tomorrow to set that exact date.

Mayor Aneralla said so what you are voting on right now is to terminate the contract no later than September 4.

Commissioner Kidwell made a substitute motion since we again seem not to have all the information gathered here for this I think we should be deferring this until our next meeting to allow the Town Manager and the Town Attorney to work with both groups to come up with a reasonable date instead of just putting a date on things and rushing it through.

Commissioner Bales seconded motion.

Mayor Aneralla said do you want to clarify where you are with everything.

Mr. Vincent said no later than September 4 would be clarification for termination and beginning for the new contract for September 5. That would work well with us instead of putting us on another agenda.

Mayor Aneralla said so you've already had discussions with both parties.

Mr. Vincent said not with both parties. I have not had it with HSW. My conversations with that contract is what is the term of the contract, so what do I have to allow that term, so there is none, so that the conversation I've had with the new club is what would those dates be. If you say September 4 would be HSW's last day, then that would work with staff.

Commissioner Gibbons said there was nothing in the contract as far as a minimum time or maximum and that we know that it can happen by September 4 and I don't think that we need to defer because all that does is push back.....it makes the uncertainty for one group increased and the other group is ready.....I don't think this is really fair to anybody to defer it.

Commissioner Kidwell said I think it gives the opportunity for both parties to deal with their staff effectively and efficiently and communicate with them what's going on. Right now, we throw out a September 4 date but then they've got to go back and whatever timeline they had in mind is now either accelerated or deaccelerated. It makes sense. Is two weeks going to change what this Board voted on. I doubt it.

Commissioner Guignard said just a point of information it would be three weeks.

Mayor Aneralla called for the vote on the motion to defer a decision until August 7.

Motion failed 2 to 4 – Commissioners Kidwell and Bales in favor; Commissioners Boone, Gibbons, Guignard and Phillips opposed.

Mayor Aneralla called for the vote on the original motion which is to terminate agreement, with termination date of not later than September 4.

Motion carried 4 to 2 – Commissioners Boone, Gibbons, Guignard and Phillips in favor; Commissioners Kidwell and Bales opposed.

#### **CONSENT AGENDA**

**Approval of Minutes.** Commissioner Guignard made a motion to approve the minutes of the June 19, 2017 Regular Town Board Meeting. Commissioner Boone seconded motion. Motion carried unanimously.

**Contracts – Commerce Station Duct Bank.** Commissioner Guignard made a motion to authorize the Town Manager to execute contracts based on material bid recommendations for Commerce Station Duct Bank Materials. Commissioner Boone seconded motion. Motion carried unanimously.

*Bid tabulations attached hereto as Exhibit No. 11.*

**Budget Amendment – HFFA.** HFFA will be hosting the USA Zone Diving Championships July 22-28, 2017. These hosting duties include purchase of medals, hospitality meals, athlete/team recognition prizes, credentialing, advertising and support staff. This amendment provides \$11,850 for those expenses and amends HFFA's expected FY 2018 revenue by the same amount. While additional revenue up to

\$44,200 is likely to be received (in registration fees, ticket sales and sponsorships), no additional expenses are expected, and therefore only \$11,850 budget is requested.

Commissioner Guignard made a motion to approve budget amendment recognizing future revenue and expenses associated with hosting the USA Zone Diving Championships. Commissioner Boone seconded motion. Motion carried unanimously.

**Call for Public Hearing – Petition #R17-04.** Commissioner Guignard made a motion to call a public hearing for Monday, August 7, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #R17-04, a request by Nickel Development Group, LLC to rezone 2.024 acres located along Sam Furr Road west of Birkdale Village from Highway Commercial Conditional District to Highway Commercial Conditional District to create a 78 unit age restricted apartment building. Commissioner Boone seconded motion. Motion carried unanimously.

**Call for Public Hearing – Petition #TA17-06.** Commissioner Guignard made a motion to call a public hearing for Monday, August 21, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #TA17-06, a request by the Town of Huntersville to amend Article 3.2.1 Rural, Article 3.2.2 Transitional Residential, Article 3.2.4 Neighborhood Residential, Article 3.2.5 Neighborhood Center, Article 3.2.6 Town Center, Article 3.2.7 Highway Commercial, Article 3.2.8 Campus Institutional, Article 3.2.9 Corporate Business, Article 3.2.11 Transitional Neighborhood Development Districts, Article 3.2.12 Passenger Vehicle Sales, Article 3.2.13 Transit Oriented Development – Residential, Article 3.2.14 Transit Oriented Development – Employment, Article 7 Part B Open Space, Article 8.1.4 and Article 12.2.1 General Definitions of the Huntersville Zoning Ordinance to modify Open Space criteria and associated definitions. Commissioner Boone seconded motion. Motion carried unanimously.

**Call for Public Hearing – Petition #TA17-05.** Commissioner Guignard made a motion to call a public hearing for Monday, August 7, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #TA17-05, a request by Piedmont Wrecking and Grading Company, Inc. to amend Article 9.23.9 of the Huntersville Zoning Ordinance to modify the compliance standards for existing LCID landfills. Commissioner Boone seconded motion. Motion carried unanimously.

#### **CLOSING COMMENTS**

None

There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 2017.



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jack Simoneau  
**Subject:** TA 17-07 Water Quality Amendment

---

Call public hearing for Tuesday, September 5, 2017 on text amendment TA 17-07 providing additional options to meet water quality standards for lots less than 1 acre and redevelopment in the Town Center zoning district.

**ACTION RECOMMENDED:**

Call public hearing.

**FINANCIAL IMPLICATIONS:**

None

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Brad Priest, Senior Planner  
**Subject:** R17-06 Phoenix Montessori Academy

---

R17-06 is a request by the Phoenix Montessori Academy to rezone 6.8 acres from Corporate Business (CB) to Campus Institutional Conditional District (CI-CD) located at 12340 Mt. Holly Huntersville Road (Tax Parcel ID 01720205). The purpose of the rezoning is to allow for the expansion of the school.

**ACTION RECOMMENDED:**

Consider calling a public hearing for Tuesday September 5, 2017.

**FINANCIAL IMPLICATIONS:**

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Michael Jaycocks / Max Buchanan  
**Subject:** Approve a Budget Amendment funding Highway 21 Improvements

---

The TIA for the Recreation Center on Verhoeff Drive requires improvements to Highway 21. The estimated price of the Highway 21 improvements are \$250,000. This amendment funds these Highway 21 road improvements with the use of General Fund Balance.

**ACTION RECOMMENDED:**

Approve Budget Amendment.

**FINANCIAL IMPLICATIONS:**

Use General Fund Balance of \$250,000.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Gerry Vincent  
**Subject:** Approve Annual Settlement of the Tax Collector

---

As required by General Statutes, the Town Board must record in the minutes the Annual Settlement of the Tax Collector and Order of Collection. The County Tax Collector's Annual Report is attached as well as the Annual Order of Collection.

**ACTION RECOMMENDED:**

Approve Annual Settlement of Tax Collector and Order of Collection.

**FINANCIAL IMPLICATIONS:**

None; Receive / Approve Reports

**ATTACHMENTS:**

Description	Type
☐ Settlement and Order of Collection	Cover Memo



ORDER OF COLLECTION

NORTH CAROLINA, HUNTERSVILLE

TO THE TAX COLLECTOR OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, filed in the office of the Tax Assessor and the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be first lien upon all real property of the respective taxpayers in Huntersville and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real and personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor of Huntersville (SEAL)

Attest:

\_\_\_\_\_  
Clerk of Board



## **MECKLENBURG COUNTY**

### **Office of the Tax Collector**

**To:** Gerry Vincent, Interim Huntersville Town Manager

**From:** Neal L. Dixon, Director/Tax Collector

**Date:** July 14, 2017

**Subject:** Tax Collector's Settlement for Fiscal Year 2017

Pursuant to the provisions of N.C.G.S. 105-373, this memorandum is the Tax Collector's report of settlement to the Huntersville Town Commission for Fiscal Year 2017 (tax year 2016).

The total FY 2017 Real Estate, Personal Property, and Registered Motor Vehicle Tax charged to the Tax Collector for collection was \$19,901,015.85.

<u>Net Levy</u>	<u>Collected</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
\$19,901,015.85	\$19,863,246.03	\$80,636.22	99.81%

At the end of FY 2017 there was 1 parcel with tax bills totaling \$375.17 under formal appeal with the Board of Equalization and Review or the Property Tax Commission; consequently, the Tax Collector was barred from pursuing collection for these tax bills. In addition, the Tax Collector was barred by the U.S. Bankruptcy Court from collecting 7 real estate, personal property, and registered motor vehicle tax bills totaling \$1,001.32. When the above totals, which were barred from collection, are removed from the net levy calculation, the combined collection percentage increases to 99.82%.

Reference is hereby made to reports in the Office of the Tax Collector that list the persons owning real property and personal property whose taxes for the preceding fiscal year remain unpaid and the principal amount owed by each person. These reports are available for inspection and review upon request. The Tax Collector has made diligent efforts to collect the taxes due from the persons listed by utilizing the remedies available to him for collection.

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700 East Stonewall Street (28202) • P.O. Box 31457 • Charlotte, North Carolina 28231 • 980-314-4488

Prior Year Collections

During FY 2017, the Tax Collector pursued collection of delinquent prior year taxes.

## Real Estate and Personal Property Tax:

<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2017</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2008	\$13,258,799.27	\$ 2,369.92	\$24,871.41	99.81%
2009	\$13,794,683.41	\$ 2,934.44	\$39,956.80	99.71%
2010	\$14,280,686.31	\$ 4,969.33	\$53,711.97	99.62%
2011	\$16,028,712.00	\$10,097.40	\$22,547.84	99.86%
2012	\$16,344,050.63	\$11,270.07	\$33,148.69	99.80%
2013	\$16,513,243.18	\$17,824.01	\$38,610.73	99.77%
2014	\$18,744,461.56	\$22,111.01	\$48,272.08	99.74%
2015	\$19,370,712.12	\$38,181.65	\$52,277.15	99.73%

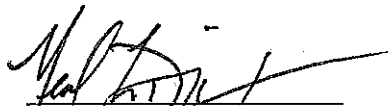
## Registered Motor Vehicle Tax:

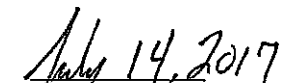
<u>Tax Year</u>	<u>Net Levy</u>	<u>Collected in FY 2017</u>	<u>Uncollected</u>	<u>Pct. Collected</u>
2013	\$1,230,002.18	\$1,674.51	\$17,639.40	98.57%
2014	\$ 7,717.93	\$ 0.00	\$ 272.37	96.47%
2015	\$ 0.00	\$ 0.00	\$ 0.00	0.00%

Please contact me at [Neal.Dixon@MecklenburgCountyNC.gov](mailto:Neal.Dixon@MecklenburgCountyNC.gov) or 980-314-4488 if you have any questions or comments regarding this settlement report.

North Carolina General Statute 105-373(3) requires that this settlement be submitted to the governing board. The settlement shall be entered into the minutes of the governing body. Please ensure that this settlement is entered into the minutes of the governing body as required by statute.

cc: Jackie Huffman, Town of Huntersville Finance Director  
 Julissa Fernández, Deputy Tax Director  
 Kimberly Deal, Deputy Tax Director

  
 Tax Collector

  
 Date July 14, 2017

Sworn to and subscribed before me this 14 day of July, 2017

  
 Notary Public

My commission expires: May 18, 2021  
 Date

Tiffany D. Gibson-McNair  
 NOTARY PUBLIC  
 Mecklenburg County  
 North Carolina  
 My Commission Expires 5.18.21



**MECKLENBURG COUNTY**  
Office of the Tax Collector

July 14, 2017

Gerry Vincent  
Town Manager  
P.O. Box 664  
Huntersville, NC 28070

RE: TAX COLLECTOR'S SETTLEMENT FOR FISCAL YEAR 2017  
ORDER OF COLLECTION FOR TAX YEAR 2017

Dear Mr. Vincent:

Please find the enclosed FY 2017 Tax Collector's Settlement. I am pleased to inform you that we achieved our collections objectives. We will continue to collect taxes for FY 2017 and other prior years as we move forward with the FY 2018 billing cycle (tax year 2017).

According to NCGS 105-373(3), the Tax Collector's Settlement must be entered into the official record of the governing board. Please have this document entered into the record to comply with statute.

I have also included an Order of Collection for tax year 2017 (FY 2018). The order must also be approved by your board after the settlement is received into the record. Your attention to both of these documents is greatly appreciated. Please approve the Order of Collection before September 1<sup>st</sup> and return a signed copy to my office.

It was my pleasure to serve you, your board, and your residents again this year. I welcome any feedback about our service to Huntersville. Please contact me at [Neal.Dixon@MecklenburgCountyNC.gov](mailto:Neal.Dixon@MecklenburgCountyNC.gov) or 980-314-4488 if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal L. Dixon", is written over a horizontal line. The signature is stylized and fluid.

Neal L. Dixon  
Director/Tax Collector

c: Jackie Huffman, Finance Director, Town of Huntersville

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**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Chief Cleveland Spruill  
**Subject:** Approve a Budget Amendment for Grant Officer Funding

---

Chief Spruill has been notified the Town of Huntersville's request for 2 grant funded police officers has been approved, and the Town Board's acceptance resolution appears in another item on tonight's agenda. The Town's share of the grant (\$34,901) was provided in the FY 2018 original budget. This amendment (\$197,775) provides the grant funded revenue and expense portions of the grant.

**ACTION RECOMMENDED:**

Approve budget amendment.

**FINANCIAL IMPLICATIONS:**

No impact to fund balance; offsetting revenue and expense.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Gerry Vincent, Town Manager  
**Subject:** Rental Agreement - Annex Building

---

Consider approving Rental Agreement between the Town of Huntersville and Huntersville Music Academy, LLC for the Annex Building, 104 Gilead Road.

**ACTION RECOMMENDED:**

Authorize Town Manager to execute Rental Agreement.

**FINANCIAL IMPLICATIONS:**

\$1,239 monthly rental income

**ATTACHMENTS:**

Description	Type
☐ Rental Agreement	Backup Material

## RENTAL AGREEMENT

This **Rental Agreement** ("Agreement") is made as this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between the **TOWN OF HUNTERSVILLE**, a North Carolina Municipal Corporation, (hereafter, "Town") and **HUNTERSVILLE MUSIC ACADEMY, LLC**, a North Carolina Limited Liability Company (hereafter, "Academy").

### WITNESSETH

**WHEREAS**, Town is the owner of a building located at 104 Gilead Road, Huntersville, North Carolina, designated as the Annex Building ("Building" or "Premises"); and

**WHEREAS**, Town finds that Academy's proposed use would be appropriate for the Building; and

**WHEREAS**, Town is willing to lease to Academy the Building on the terms and conditions hereinafter set forth.

### AGREEMENT

**NOW, THEREFORE**, Town leases to Academy and Academy leases from Town the Building and appurtenant parking spaces, on the following terms and conditions:

1. **PREMISES.** Town hereby leases to Academy, and Academy agrees to rent from Town the Premises located at 104 Gilead Road, Huntersville North Carolina.
2. **RENTAL.** Academy shall pay to Town as rental the sum of ~~Nine Hundred One~~ Thousand Two Hundred and Thirty-nine Dollars (\$1,239.00) per month throughout the term of this Agreement. The rent for the first month of the lease shall be paid on or before the first day of the initial term of the lease and thereafter payable in advance on the same date of each succeeding month for the term of the lease as extended. For example, if the beginning date of this lease is September 1, 2017, the rent for the first month shall be paid on or before that date, and the rent for each month thereafter shall be due and payable on the 1st day of each succeeding month throughout the term of the lease, as extended.
3. **TERM, OPTIONS.** The term of this Agreement shall begin on the 1<sup>st</sup> day of September 2017, and continue for eleven consecutive months and shall end on the 31<sup>st</sup> day of July 2018. At the end of the term of this Agreement, Academy shall remove its personal property from the Premises and assure that any of its sub-users or sub-tenants remove any of their personal property. Any such property which remains after thirty (30) days from the end of the lease without the consent of Town shall become property of the Town. Upon no default of either party, Town reserves the right to terminate this Agreement if

the Premises are needed by the Town. In the event of such early termination Town shall give Academy a sixty (60) day notice of termination.

4. **USE OF PREMISES.** Academy shall use the Premises only for conducting or operating an academy or school offering music lessons and instructions or for related or similar artistic, literary or educational endeavors. Such instructions and/or services may be provided by Academy or its employees or by other independent instructors or providers engaged by Academy (herein referred to as “sub-user” or “sub-tenant”). Any use other than that described without the express written consent of Town (which shall not unreasonably be withheld) shall be deemed a default in this Agreement and entitle Town to pursue all remedies it has in the event of default.
5. **INSURANCE.** Personal property placed by Academy in the Building shall at all times be the personal property of Academy, and Academy shall provide its own insurance coverage for same in such conditions as Academy may desire for its own benefit and protection, and at its own expense. Academy shall carry premises liability insurance in an amount of at least One Million (\$1,000,000.00) Dollars, naming Town as an additional insured and insuring against the acts of itself, its employees, invitees and participants and those of its Sub-tenants. Town agrees that it shall be responsible for maintaining insurance on the Building at all times during the terms of this Agreement.
6. **DAMAGE, DESTRUCTION.** In the event of damage or destruction of the Building so that Academy cannot continue its business, Town may terminate this Agreement as of the date of the damage or destruction and any pre-paid rent for the period after termination shall be returned to Academy. In no event shall Town be required to rebuild or repair the damage.
7. **UTILITIES.** Academy shall be responsible for and pay utilities charges for the Building, specifically for water and sewer, electric, and gas. Academy is responsible for cost of any garbage disposable services, and Academy shall be responsible for having such charges billed directly to Academy. If Academy wishes to have telephone, internet, or cable service, it shall be responsible for installation and payment of such service. Academy shall assure that all utility or similar payments for which it is responsible are promptly paid and not permit any delinquent payments to become a lien on the Premises.
8. **CONDITION OF PREMISES.** Academy acknowledges it has examined the Premises and accepts them in the condition as of the date of this Agreement.
9. **MAINTENANCE, ALTERATIONS, MODIFICATIONS.** Town shall be responsible for the lawn and grounds maintenance for the Building, and shall determine its frequency. Town shall be responsible for, at its expense, general interior and exterior maintenance and care, including minor HVAC system maintenance. Town shall be responsible for major HVAC maintenance and repair which is not a result of Academy’s negligence. Academy shall not make any alterations or modifications to the Premises, either interior or exterior, without the prior written consent of Town. All such alternations or



modifications, whether interior or exterior, shall be at the sole expense of Academy which shall not permit any lien for labor and materials to attach to the Premises.

10. **ADDITIONAL SPACE USAGE.** Additionally, Academy shall be entitled to use, without additional consideration, the large gathering space in the adjacent Robert B. Blythe Building for one Saturday each calendar month for the purpose of holding performances or recitals as determined by Academy. Academy will coordinate with the Huntersville Parks and Recreation Department (hereafter, "HPR") to determine the particular Saturday of each month which it wishes to use the additional space, which may vary from month to month. When using the additional space, Academy will be responsible for setting up the space for its use and cleaning and breaking down its set-up when completed, but shall not be responsible for utilities in that building. Failure of Academy to request use of the additional space in any one month shall not necessarily give it a right to "make up" in another month, unless agreed to by HPR. Upon request to HPR, Academy may be given the right to additional Saturday uses, but HPR could impose a charge for maintenance.
11. **PARKING.** Academy and its sub-tenants of the Premises shall have six (6) designated parking spaces as assigned or designated by the Town, which spaces shall be on the northerly side of the Building. There shall not be any overnight parking or vehicle storage on the Premises.
12. **SIGNAGE.** Any exterior signs erected by Academy shall be pre-approved by the Town and be in compliance with the Town of Huntersville Sign Ordinance. The installation of any approved signage shall be at the expense of Academy.
13. **INDEMNITY.** Academy will indemnify and hold harmless the Town for any loss, claim, suit, or damages (including reasonable attorney fees) proximately caused by the negligent or willful conduct of its officers, directors, employees and invitees and those of its sub-tenants and users of the Building and associated areas.
14. **ASSIGNMENT, SUBLETTING.** Academy shall not assign this Agreement or sublet the Premises without the express written consent of Town, which shall not be unreasonably withheld. However, Academy can offer space for rent for Sub-tenants offering similar instructions and services as mentioned in subparagraph 4 hereinabove without pre-approval by Town, and so long as such sub-tenants are lawfully conducting their business and are not in violation of any laws and ordinances, including the zoning ordinances of the Town. Academy shall notify all sub-tenants of the length and duration of this lease and at the end of the term, as may be extended, such sub-tenant's rental period will also expire.
15. **EVENT OF DEFAULT.** The happening of any of the following shall constitute and Event of Default on the part of Academy during the term of this Agreement: (a) failure to pay the rental payments when due which remains uncured after ten (10) days from the due date; (b) any non-monetary violation of this Agreement after thirty (30) days notice to Academy; (c) Academy vacates or abandons the Premises (it being agreed that failure

to operate the business for sixty (60) consecutive days shall be deemed an abandonment). Upon the occurrence of an Event of Default which remains uncured, Town shall have all remedies available to it, including terminating this Agreement, regaining full possession of the Premises, and maintaining an action to recover unpaid rent or other amounts due it.

16. **RETURN OF PREMISES UPON TERMINATION.** Upon termination of this Agreement, whether at end of term or otherwise, Academy shall return the Premises to Town in a similar condition as at the inception, reasonable wear and tear excepted. The Premises shall be in a clean, vacant condition and all personal property of Academy and its sub-tenants shall have been removed.
17. **CONTROLLING LAW, FORUM.** This Agreement shall be controlled and interpreted by the Laws of the State of North Carolina. The sole venue for the resolution of any dispute hereunder shall be a State or Federal court sitting in Mecklenburg County, North Carolina.
18. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be personally delivered (with acknowledgement of receipt) or sent by U.S. certified mail, return receipt requested, or by a nationally recognized overnight delivery service (Fed Ex, UPS, etc.) to the following addresses (provided that such notice addresses may be changed by written notice to the other):

If to Academy: Dawn-Marie W. Colozzi  
10130 Rose Brook Lane, Apt. 107  
Huntersville, NC 28078

If to Town: Gerald D. Vincent, Town Manager  
Town of Huntersville  
Post Office Box 664  
Huntersville, NC 28070

With copy to: Robert B. Blythe, Town Attorney  
Town of Huntersville  
Post Office Box 664  
Huntersville, NC 28070

19. **ACCESS.** Town shall have access to the Building for the purpose of fulfilling its obligations under the Lease during normal business hours, but shall not unreasonably interfere with Academy's use of the premises in doing so. If Town needs to access the Building after normal business hours, it shall attempt to give Academy reasonable prior notice of its intent to do so except in emergency situations requiring immediate access. In the event Town is unable to notify Academy prior to entry, or in the event of emergency entry, Town will make every reasonable effort to notify Academy of such entry as promptly as possible thereafter. Academy shall give Town copies of keys and access codes and any replacements for them which it has or obtains for the Building.

**IN WITNESS THEREOF**, the parties have executed this Agreement by authority duly given as of the date first above written.

**HUNTERSVILLE MUSIC ACADEMY LLC**

By: \_\_\_\_\_  
Dawn-Marie W. Colozzi, Executive Manager

**TOWN OF HUNTERSVILLE**

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

By: \_\_\_\_\_  
Gerald D. Vincent, Town Manager

(SEAL)

Approved as to Form:

\_\_\_\_\_  
Robert B. Blythe, Town Attorney

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Dawn-Marie W. Colozzi, Executive Manager of Huntersville Music Academy LLC, and by authority duly given and as the act of said company, the foregoing instrument was executed in its name by her, as its Executive Manager.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Janet Pierson personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of the Town of Huntersville, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by Gerald D. Vincent, Town Manager, and sealed with its Town Seal, and attested by her as the Clerk to the Town.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**8/7/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Gerry Vincent, Town Manager  
**Subject:** Operating and Services Agreement for Fire Protection Services

---

Consider approving Operating and Services Agreement for Fire Protection Services.

**ACTION RECOMMENDED:**

Approve Agreement

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

Description	Type
□ Agreement	Backup Material

## **OPERATING AND SERVICES AGREEMENT FOR FIRE PROTECTION SERVICES**

This Operating and Services Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2017, (the “Effective Date”) by and between the Town of Huntersville, North Carolina, a North Carolina Municipal Corporation (hereafter “Town”) and Huntersville Fire Department, Inc., formerly Huntersville Volunteer Fire Department, Inc. (hereafter “Fire Department”).

### **RECITALS**

1. Town is a municipal corporation organized under the laws of the State of North Carolina, with authority to provide essential services, including fire protection services, to its citizens.
2. The Fire Department is a North Carolina non-profit corporation consisting of members and employees who provide fire protection and other emergency services.
3. Fire Department has been providing fire protection services to the Town and to areas outside of the Town limits. Town and Fire Department have previously entered into an operating and services Agreement, dated as of May 26, 1995, relating primarily to the use and occupancy by Fire Department of a fire station facility constructed by the Town and now designated as Huntersville Fire Station # 1. This Agreement will be in substitute of the 1995 Agreement.
4. By Articles of Merger filed with the North Carolina Secretary of State effective April 1, 2010, Gilead Volunteer Fire and Rescue Department (hereafter “Gilead”), which had been providing fire and emergency services to portions of Town and its extra-territorial areas, was merged into Huntersville Volunteer Fire Department, Inc., and the surviving non-profit corporation was renamed Huntersville Fire Department, Inc. The fire station owned and operated by Gilead continues to be owned by the surviving Fire Department, and is designated Huntersville Fire Station #2.
5. Town constructed a fire station facility on Eastfield Road to provide fire and emergency services for the eastern portions of Town and its extraterritorial areas, which station is operated by Fire Department. This station, which was constructed in part utilizing general obligation bond funds issued by Town, is designated Huntersville Fire Station #3.
6. As of the date of this Agreement, Town is constructing a fire station facility on McIlwaine Road to provide fire and emergency services for the southwestern portions of the Town and its extraterritorial areas, which station is to be operated by Fire Department. This station, which was constructed in part utilizing general obligation bond funds issued by Town, is designated Huntersville Fire Station #4.

7. It is contemplated that Town may construct future fire stations, both as additional stations or as a replacement for existing stations, particularly Huntersville Station #2.

8. Construction of Huntersville Station #1 was financed in part with certain tax-exempt funds borrowed from First Charter National Bank, but which obligation has now been satisfied. Construction of Huntersville Station #3 was financed in part with tax-exempt general obligation bonds issued by Town and Station #4 is being financed in part with tax-exempt general obligation bonds issued by Town. Revenue procedures issued by the Internal Revenue Service, and specifically Revenue Procedure 93-19, dictate the procedures by which services or management contracts with non-governmental service providers will not be treated as a private business use of a facility and hence cause the funding obligations to be a private activity bond which would deny the tax exempt status. It is the intent at all times that this Agreement be construed to comply with the provisions of that Revenue Procedure or any subsequent related revenue procedures.

9. Town has been providing substantial funding to Fire Department to provide services within the Town. Fire Department has also received direct funding from Mecklenburg County ("County") to assist in providing fire protection service to unincorporated areas within its fire district, in addition to such private funding that Fire Department has raised.

10. Beginning with the Fiscal Year 2012-2013, rather than making direct funding payments to the various fire departments serving unincorporated areas, County established fire service districts and levies property taxes within the unincorporated areas of those districts. The Huntersville district ("District") is generally within the Town's extra-territorial or sphere of influence area.

11. By an Inter-local co-operation agreement dated as of July 1, 2012, (the "County Agreement") County and Town agreed that Town will provide fire protection and emergency services within the District, which it may do by contracting with Fire Department, and that the tax so levied in the District shall be payable to the Town for the sole purpose of providing fire and emergency services within the District. A copy of the County Agreement is attached as Exhibit A.

12. Town and Fire Department wish to enter into this Agreement for the purpose of providing the terms by which Fire Department shall provide fire protection and emergency services to the Town and to the District and the utilization and terms of the Town owned fire stations by the Fire Department.

## **AGREEMENT**

1. Agreement. Pursuant to the terms of this Agreement and for the duration herein set forth, Fire Department will provide fire protection, rescue and emergency services as the primary provider to the Town, as it presently exist, or as the city limits may extend from time to time, and to the District (except such unincorporated areas of the District that may presently be served by other departments, so long as that other service continues).
2. Term. This Agreement shall be for a period of five (5) years, beginning on the Effective Date, without an option to renew on the part of either party; provided, further, that on the third anniversary of the Effective Date, Town shall have the option to cancel this Agreement, without penalty or cause, upon giving of one (1) year notice of the exercise of the option to cancel.
3. Possession. Throughout the term of this Agreement, except as otherwise provided herein, Fire Department shall be the user of the fire stations. Such right of use shall be deemed a contribution of the Town to the Fire Department as to any fire station owned by the Town, either presently or any future fire stations. At such time as this Agreement terminates and Fire Department is no longer the provider of fire protection services to Town, Fire Department shall vacate the Town owned fire stations and return possession to Town.
4. Fire Department Standards. Throughout the term of this Agreement, Fire Department will remain a fully qualified, equipped and staffed fire department, meeting all state and local standards for volunteer fire department serving a suburban area. Without limiting the foregoing generality, Fire Department will meet all of the standards of performance required by the County Agreement, which standards are incorporated herein by reference.
5. Contribution. Annual contributions by Town to Fire Department during the term of this Agreement, in addition to that provided above, shall be determined from time to time by Town, consistent with its established policies of assisting the Fire Department in providing fire protection and related emergency services to the Town. By this Agreement, Town is not obligating itself or future Boards of Commissioners of Town as to the level of support given to Fire Department, except as to the right of use of fire stations as set forth herein or as otherwise provided in this Agreement.
6. Fire District Tax. The District property tax levied by the County and paid to the Town under the County Agreement shall be used by the Town only for provision of fire protection and related emergency services within the unincorporated areas of the District, including funding the Fire Department for the provision of those services. Such tax revenues shall be paid from time to time to Fire Department as determined in the Town's annual budget so long as this Agreement is in effect. The County Agreement provides that Town shall make recommendation to the County



as to the fire tax rate for the District and shall request funding for providing such services. Fire Department shall consult with the Town to determine the cost to the Fire Department for providing such services to the District.

7. Cancellation. Notwithstanding the provisions of Paragraph 2 above, Town may at any time, upon giving of one (1) years notice to the Fire Department, cancel this Agreement and regain possession of the Town owned fire stations, if Town determines that Fire Department is unable or unwilling to provide the level of service required by this Agreement or the County Agreement or if Town shall decide to establish a fire department as a department of Town, staffed in whole or in part by full time fire fighters and fire chiefs who are employees of Town. If Fire Department reasonably determines that the level of additional support provided by Town is insufficient to maintain the services and standards of Fire Department as required by this Agreement, considering other sources of income, Fire Department may cancel this Agreement and cease fire protection services to Town upon giving Town one (1) year notice of its intent to cancel. In such event, Fire Department will deliver possession of the Town owned fire stations to Town.

8. Notices: Unless otherwise provided herein, all notices and communications required to be given shall be in writing and be deemed given by (i) personally delivered with written acknowledgment of receipt, (ii) deposit in the United States mail, postage prepaid, certified or register mail, return receipt requested, or (iii) sent by a nationally recognized overnight courier, to the following addresses (provided that either party may change its notice address by notice to the other):

IF TO TOWN:	Town of Huntersville Attn: Gerald D. Vincent, Town Manager Post Office Box 664 (28070) 101 Huntersville-Concord Road Huntersville, North Carolina 28078
IF TO FIRE DEPT.:	Huntersville Fire Department, Inc. Attn: Chief, Huntersville Fire Department, Inc. Post Office Box 471 (28070) 110 S. Old Statesville Road Huntersville, North Carolina 28078

9. Vehicles, Equipment. Upon termination or cancellation of this Agreement for any reason, other than dissolution or merger as described in paragraphs 10 and 11 hereafter, Town shall have the right of first refusal, by giving at least sixty (60) days notice prior to the termination date, to purchase any or all of the Fire Department's vehicles, equipment and

supplies. The purchase price shall be the then fair market value of such vehicles, equipment and supplies (to be determined by independent appraisers if the parties cannot agree) reduced only by such amounts as are identified as having been contributed by Town for the purchase of such, but which contributed credit is likewise reduced pro-rata to the reduction in value of such vehicles and equipment from original cost to the then fair market value.

10. Dissolution of Fire Department. Fire Department is a non-profit corporation whose charter provides that upon dissolution the assets must be distributed to a qualified tax exempt organization or to a federal, state or local government. Provided that Town is then providing fire protection services to the Town, and in recognition of the substantial funding provided by Town to Fire Department, Fire Department agrees that upon dissolution, Fire Department's remaining assets shall be distributed to Town to be used exclusively for fire protection and emergency services, unless otherwise prohibited by law.

11. Merger. In the event of a merger between the Fire Department and another entity, all assets purchased by the Fire Department prior to the establishment of the Fire Protection Service Tax District will remain the property of the Fire Department. All assets purchased by the Fire Department after the establishment of the Fire Protection Service Tax District shall be distributed in accordance with Paragraph 10 hereinabove.

12. Agreement as to Use of Town Owned Station. During the terms of this Agreement, or any mutually agreed upon renewals thereof, the following shall apply:

- a. Fire Department shall be the primary user of all Town owned fire stations and any use other than that of the Fire Department shall not unreasonably interfere with the Fire Department's use. This shall not, however, preclude Town designating portions of any of the fire stations for secondary Town usage, such as the establishment of a police office at Huntersville Station #3. The Town or Fire Department may jointly authorize other uses from time, on a temporary basis, by appropriate agencies or departments of Town or authorized entities, provided that such other usage shall be authorized only after giving adequate advance notice to the Fire Department to enable Fire Department to re-position its equipment or take other appropriate measures so the Fire Departments ability to respond to fires or other emergencies shall not be compromised. Any uses in any area of any fire station other than by Fire Department shall not unreasonably interfere with the operation of the Fire Department.
- b. Fire Department shall be responsible for keeping the premises in a clean and sanitary condition, except that when uses other than that by the Fire Department are authorized, the using entity shall be responsible for such cleaning and maintenance, to the reasonable satisfaction of Fire Department.
- c. Fire Department shall be responsible for repairs and maintenance with the areas used by it, including all electrical, plumbing, heating and air conditioning systems, interior walls,

windows and doors, and the exterior truck bay doors, up to a maximum of \$5,000.00 per lease year on Town owned stations. Town shall be responsible for amounts in excess of \$5,000.00 per year and for major structural repairs to exterior walls, roofs, exterior doors (except truck bay doors) and windows, and similar major components on such Town owned stations, unless, in all cases, damage thereto is caused by Fire Department, its agents, employees, or members while on duty with the Fire Department, in which case Fire Department shall be responsible.

- d. Utilities, such as water, sewer, telephone, alarm monitoring, electric and gas, shall be the responsibility of Fire Department, except to the extent that usage is attributable to users other than Fire Department, and provided further that if said utility is on a Town owned system that does not allocate costs to specific sites (such as telephone at Stations 1, 3 and 4), Town will pay such expense.
- e. Fire Department shall be responsible for keeping all of its equipment secured and for taking whatever steps are deemed appropriate to prevent damage, loss of theft to the equipment while on the premises. Fire Department does hereby hold Town harmless and does release and acquit Town for any loss or damage to Fire Department's vehicles and equipment, except for the intentional, wanton or willful acts on part of Town, its authorized employees or agents.
- f. Fire Department shall use the fire stations solely for the operation of a Fire Station, which term includes uses that are ancillary to the actual operation of a fire station, such as office facilities, training facilities, fund raising and similar uses, and also includes rescue and first responder services. This provision shall not be interpreted as precluding other Town uses as set forth in 10(a) above. Any use by or authorized by the Fire Department which is not directly related to the operation of the fire station or of Fire Department's mission of providing fire protection must have the prior approval of Town, which may be given by Town Manager.
- g. Fire Department shall make no changes to the exterior appearance of any Town owned station or make interior modifications without express written consent of Town.

13. Independent Agency. Fire Department is a separate, independent corporation and is not an agency of the Town. ~~Town shall have no control over the operation of the Fire Department, so long as Fire Department is providing the services and fulfilling the responsibilities set forth in this Agreement.~~ Town shall not direct the operation, control or training of the members or employees of the Fire Department, approve or disapprove of the purchase of equipment (except as a result of a direct funding request), approve or disapprove of the membership or in other manner supervise any element of control over Fire Department. Fire Department does agree that it shall not discriminate in its membership or employment because of race, religion, color, sex, age, disability or national origin, provided, however, that members and employees must be competent and capable of performing the requirements of the job. Town, however, shall during the term of this agreement have the reasonable right of approval of the person to serve as Chief

of the Fire Department, since such person also serves as spokesperson for Town's fire protection and emergency services, unless such right affects the status of any tax-free obligations as set forth in paragraph 16, in which case this right shall be deemed removed. Fire Department shall be responsible for maintaining all records and paying all wages and benefits of paid employees of Fire Department. Fire Department shall be solely responsible for determining that the work conditions comply with all health and safety regulations and shall be responsible for filing any necessary reports or documents relative thereto. Town assumes no responsibility for any violation of any Occupation, Health & Safety Act (OHSA) or any other similar State or Federal Act.

14. Insurance. Fire Department shall be responsible for obtaining and maintaining all appropriate and required insurance, specifically including the insurance requirements under the County Agreement. Such insurance may, if available to Fire Department, be maintained through Town by virtue of Town's membership in any type of inter-local risk management agreement. Fire Department will be responsible for all workers' compensation and other similar obligations. Fire Department will obtain special event insurance for those occasions, such as fund raising dinners, when Fire Department coverage does not cover liability at such events.

15. Financial Statements. Fire Department will, as a matter of information, provide Town with its annual financial statement, showing sources of all income, including contributions from Town and the nature of all such expenditures. This statement shall be provided within thirty (30) days after completion. Town shall not have any right of approval or disapproval of the statement; however, Town shall have the right to reasonably require an independent audit paid for by Fire Department and submitted to Town within 30 days of completion. Without limitation, it shall be reasonable to require such audit if one is required of the Town by the County under the County Agreement, or if the annual financial statement raises reasons for further audit. Any misuse of funds shall be a cause for terminating this Agreement. Fire Department agrees that it shall begin preparation of the financial statement within thirty (30) days after June 30<sup>th</sup> of each year and assure its timely completion and submission to Town. Additionally, and not by limitation, Fire Department will provide tax returns ~~financial statements~~ to the public as requested.

16. Equipment. All vehicles and equipment of the Fire Department shall be titled in the name of the Fire Department during the term of this Agreement and shall not be titled in the name of the Town, even though contribution or payments from Town may have been used to acquire or finance the acquisition of such equipment.

17. Mutually Agreed Upon Renewal. As set forth in Paragraph 2 of this Agreement, this Agreement shall be for a maximum of five (5) years and there is no option to renew this Agreement. Nevertheless, if neither party gives notice to the other at least sixty (60) days prior to



the final termination date of this Agreement, such non-action shall be deemed a mutually agreed upon renewal of this Agreement for an additional five (5) year period on the same terms and conditions as are herein set forth, and specifically including the right of Town to terminate the Agreement, without cause, on a date which is three (3) years from date of the beginning of such renewal. Notice of the intent of either party to complete the termination at the end of such term shall be given in writing at least sixty (60) days prior to that time. A mutually agreed upon renewal shall be deemed to occur at the end of each subsequent five (5) year period, unless notice is given by either party. At no time, however, shall this extension be deemed to abrogate the rights herein given by either party to earlier terminate the Agreement for any of the reasons set forth.

18. Tax Free Status. It is the intent that the Agreement at all times complies with provision of any Revenue Ruling or Proceeding in order to maintain a tax free status of the funds used to finance the construction of any Town owned fire station, or any replacement to that financing. If any condition exists or arises which may cause this Agreement to be in violation thereof and is not promptly corrected, then this Agreement may be deemed void and the rights between the parties cease. Fire Department specifically agrees that there shall be no overlapping Board members in numbers precluded by Revenue Procedure 93-19 or successor procedure, nor any prohibited overlapping on the Board of either party or Chief Executive Officers of either party.

19. Governing Law. This Agreement shall be interpreted according to the Laws of the State of North Carolina.

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Signature Page to Follow

***IN WITNESS WHEREOF***, Town and Fire Department have executed this Agreement after approval of its respective governing bodies, as of the Effective Date.

**TOWN OF HUNTERSVILLE**  
A North Carolina Municipal Corporation

By: \_\_\_\_\_  
Gerald D. Vincent, Town Manager

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert B. Blythe, Town Attorney

**HUNTERSVILLE FIRE DEPARTMENT, INC.**  
A North Carolina Non-Profit Corporation

By: \_\_\_\_\_  
Chief, Huntersville Fire Department, Inc.

By: \_\_\_\_\_  
Secretary, Huntersville Fire Department, Inc.

State of North Carolina  
County of Mecklenburg

FIRE PROTECTION SERVICES  
INTERLOCAL COOPERATION  
AGREEMENT

THIS AGREEMENT, made and entered into as of the 1<sup>st</sup> day of July, 2012 by and between Mecklenburg County, a political subdivision of the State of North Carolina, hereinafter referred to as the "County", and the Town of Huntersville, a North Carolina municipal corporation, hereinafter referred to as the "Town";

RECITALS:

- A. WHEREAS, North Carolina General Statute §153A-233 provides that a county may maintain a fire department and provide financial assistance to incorporated volunteer fire departments and may contract for fire-fighting or prevention services with counties, cities, or other units of local government, and may for these purposes appropriate funds not otherwise limited as to use by law; and
- B. WHEREAS, under North Carolina General Statutes §160A-461 and §153A-445 municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and
- C. WHEREAS, the Mecklenburg Board of County Commissioners has established fire protection service districts that cover the entire unincorporated area of Mecklenburg County and has levied a property tax for every fire protection service district for the purpose of funding fire protection services in the unincorporated area of Mecklenburg County; and
- D. WHEREAS, the Huntersville Rural Fire Insurance and Response District of Mecklenburg County (the "District") has boundaries defined by the most current description on file maintained by the Mecklenburg County Geospatial Information Services in the Mecklenburg County Fire Marshal's Office and
- E. WHEREAS, the Town agrees to contract with the County to provide fire protection services in the District (which is located in the sphere of influence of the Town) by exercising the power granted to the County by N.C. G. S. 153A-233 to maintain a fire department and to provide financial assistance to incorporated volunteer fire departments in the unincorporated area of Mecklenburg County; and
- F. WHEREAS, the County and Town desire to enter into this Agreement for the Town to furnish fire protection and emergency services for and within the District using either a municipal fire department, or by contracting with one or more incorporated volunteer fire departments that meet the criteria set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto contract and agree as follows:

### SECTION 1. USE AND AMOUNT OF SERVICE TAX LEVIED

The Mecklenburg Board of County Commissioners has agreed to levy and collect a tax each year on all taxable property within the **Huntersville ETJ Fire Protection Service District**. The amount of such fire protection service district tax levy shall be determined by the Board of the County Commissioners from year to year and maintained by the County in a special fund as provided by law and more specifically set out in Section 2 hereunder. Out of this fund, the County shall, to the extent of the taxes collected hereunder, provide funds for fire protection services for the District by appropriating funds for fire protection services to the Town. For each fiscal year, the funds provided to the Town from the fire protection service district tax fund shall be based on the request submitted by the Town to the County and as approved by and deemed necessary by the Board of County Commissioners for furnishing fire protection services within the District. The Town will recommend a tax rate for the District based on their annual budget assessment as it relates to the projected tax rate for fire protection services within the Town.

Fire protection services district tax funds levied and collected by the County and paid to the Town by the County shall be used solely for fire department operations, fire protection and emergency services in the District and other areas of response as dispatched and to meet the standards established by this Agreement.

### SECTION 2. ACCOUNT MAINTAINED FOR RECEIPTS FROM SERVICE TAX

A separate account will be maintained by the County for the receipts from the property tax levied for the fire protection service district. Any fire protection service tax district revenues collected annually in excess of the approved total appropriations shall be maintained in the separate account established by the County, and held for appropriation in future fiscal years to fund fire protection services in the tax district from which collected. The Mecklenburg County Fire Commission shall make recommendations to the Board of County Commissioners for distribution of these revenues.

The County will pay the approved total appropriations, up to the amount of taxes collected, to the Town in equal monthly payments on the last day of each month.

### SECTION 3. SERVICES FURNISHED BY TOWN



The Town will furnish fire protection and other emergency services as determined and approved by the Town's governing body and as contracted for by the County within the District and shall provide the necessary equipment, personnel and those things necessary for furnishing such protection in the District, or shall contract with one or more incorporated volunteer fire departments to provide such services. The services shall be in accordance with minimum standards set forth in this Agreement and all future amendments adopted in accordance with Section 15 of this Agreement. The Town shall furnish said fire protection in the District without charge to all persons and property located in the District in an efficient and workmanlike manner. This provision shall not prohibit the Town from entering into contracts with the Federal, State or local governments, or utility companies for the provision of fire protection services exceeding the scope of this Agreement for a fee. This provision shall not prohibit the Town from billing for certain services, including but not limited to hazardous materials mitigation responses.

#### SECTION 4. BOOKS AND RECORDS

The Town shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds subject to this Agreement. The County may inspect the financial books and records of the Town at reasonable times during regular business hours of the Town during the Term of this Agreement for up to three (3) years after the end of the Term of the Agreement. The Town agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County.

#### SECTION 5. AUDIT

The Town shall provide to the County upon request an audit and accompanying management letter prepared in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that the audit or management letter reveals any reportable and/or material issue(s) related to Town fire operations, including those provided in the District, with regard to compliance with generally accepted accounting principles, the Town shall provide a written statement to the County that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each issue.

#### SECTION 6. DECISION MAKING PROCESS OPEN TO PUBLIC

The Town acknowledges that it is a public body subject to the provisions of N.C.G.S. Chapter 143, Article 33C and agrees to comply with all provisions of said

statute in conducting any decision making process required by the terms of this Agreement.

#### SECTION 7. NOTICE OF FAILURE TO MAINTAIN DELIVERY OF SERVICES

In the event that the Town's governing body determines that the Town is unable to reliably deliver the services described herein, for reasons including, but not limited to, resignation or withdrawal of volunteers, part-time or full-time members, or other reasons for loss of ability to deliver services, the Town shall immediately so notify the County.

#### SECTION 8. TOWN'S USE OF FUNDS

The Town shall use the funds subject to this Agreement in accordance with the annual Town Budget. This budget may be amended by the Town within the approved total appropriations made available by this Agreement, provided that all appropriations must be used for furnishing fire protection and emergency services within said District.

#### SECTION 9. INSURANCE AND INDEMNIFICATION

The Town shall obtain and keep in force during the term of this Agreement the following minimum insurance coverage. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and Workers' Compensation. Coverage shall be maintained continuously during the term of this agreement. The Town shall be responsible for purchasing or assuring the provision of such insurance coverage for both regular employees and volunteers.

- A. Worker's Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim.
- B. Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.
- C. Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.
- D. Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
- E. Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall excess the underlying auto liability, employers liability, general liability including Medical Malpractice and Errors and Omissions liability. There shall not be any "drop down deductibles" in areas where underlying coverage is not required but the Umbrella Policy provides coverage.
- F. Fidelity Bonds: A blanket fidelity bond shall be purchased in the amount of not less than \$100,000.00.

The Town shall indemnify and save harmless the County, its officers, agents, and employees from and against all loss, cost, damages, expense and liability caused by accidents or other occurrence resulting in bodily injury, including death, sickness and disease to any person arising directly or indirectly from the negligence of the Town. The provisions of this Section shall survive the termination of this Agreement.

#### **SECTION 10. STANDARDS OF PERFORMANCE.**

The Town shall furnish fire protection and emergency services in a professional, efficient and workmanlike manner, in particular so as to meet the requirements of and comply with rules and regulations of the North Carolina Office of the State Fire Marshal, the North Carolina General Statutes, and other pertinent federal, State and County laws, regulations and standard.

The following minimal performance standards are agreed to by the County and the Town and are a part of this contract and apply to a Town fire department that provides services to the District, as well as any incorporated volunteer fire departments that the Town might contract with to provide fire protection and emergency services within the District:

- A. The fire departments should respond to emergency incidents within the department's primary district (Standard of Response Cover) within six minutes of dispatch and be on scene with one piece of apparatus and four qualified personnel within twelve minutes of dispatch, eighty percent of the time.
- B. Each volunteer fire department contracting to provide fire protection service must maintain a minimum ISO rating of 6/9.
- C. The volunteer fire departments that contract to provide fire protection services must be incorporated under the laws of the State of North Carolina.
- D. Each fire department must have a fire chief, a deputy/assistant fire chief/s, other necessary officers and a minimum number of firefighters and traffic control members as required by Office of the State Fire Marshal (OSFM).
- E. Each fire department must operate under the guidelines of National Incident Management System (NIMS) Incident Command System (ICS).
- F. Each fire department must maintain the required equipment specified by the Office of the State Fire Marshal (OSFM) State law or regulation.
- G. Each volunteer fire department must maintain insurance consistent with that required by Section 9 of this Agreement.
- H. Each fire department must maintain an organized fire and rescue training program. The training program must include Emergency Vehicle Drivers (EVD) as mandated by OSFM. Each department must comply with State training and meeting requirements.

- I. Each department must comply with the National Fire Incident Reporting System (NFIRS) and submit reports as required by the Office of the State Fire Marshal (OSFM).
- J. The fire department officer or Incident Commander in charge at all fire scenes shall attempt to determine the origin and cause of every fire. When the officer in charge cannot determine the origin and cause or if the cause is suspected to be incendiary in nature, the officer in charge shall request a representative from the Mecklenburg County Fire Marshal's Office (MCFMO). The fire department shall provide whatever assistance is needed by MCFMO staff at the fire scene. At the conclusion of the fire origin and cause determination, MCFMO staff will provide information as needed to the fire department regarding the cause of the fire.

#### SECTION 11. RELATIONSHIP OF PARTIES

The County and the Town agree that the Town shall operate and act as an independent contractor of the County, and the County is in no way responsible for the administration and supervision of the officers, employees, subcontractors, and agents of the Town, which persons it is agreed are not the officers, employees, subcontractors, and agents of the County.

#### SECTION 12. TERM OF AGREEMENT

This agreement shall become effective as of July 1, 2012, and shall automatically renew from fiscal year to fiscal year unless terminated by either party in accordance with Section 14 of this Agreement.

#### SECTION 13. NON-ASSIGNABILITY

This Agreement may not be transferred, assigned, or subcontracted by the Town without the prior written consent of the County.

#### SECTION 14. TERMINATION

This Agreement may be terminated in the following manner:

- (a) By either party for breach that has not been cured within thirty (30) days after written notice of the breach;
- (b) At any time by mutual consent; and
- (c) By either party without cause upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to the date of termination. Failure of the Town and the County to agree on the level of funding shall require at least ninety (90) days' notice to terminate if



the County provides at least the same level of funding as provided during the previous fiscal year.

#### **SECTION 15. AMENDMENTS**


Any amendment to this Agreement shall be made in writing and signed by both parties in order to be effective.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

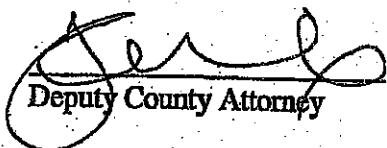
**MECKLENBURG COUNTY**

Attest:

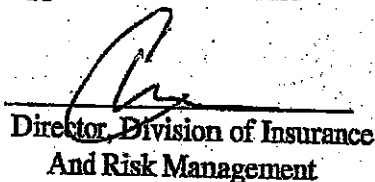
By   
County Manager

  
Clerk to the Board

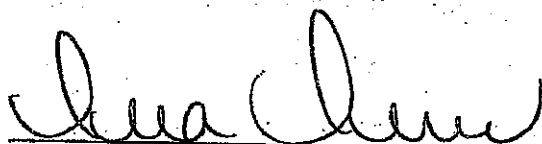
Approved as to form:

  
Deputy County Attorney

Approved as to Insurance

  
Director, Division of Insurance  
And Risk Management

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

  
Director of Finance

**TOWN OF HUNTERSVILLE**

BY: *Greg Ferguson*  
Mayor or Town Manager

Attest:

BY: *Janet Penco*  
Town Clerk

(SEAL)

Approved as to Form

*Ant Kyrle*  
Town Attorney

*Ant Kyrle*