

**Mayor**  
John Aneralla

**Mayor Pro-Tem**  
Danny Phillips

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



**AGENDA**  
**Regular Town Board Meeting**  
**May 15, 2017 - 6:30 PM**  
**TOWN HALL (Huntersville Town Hall)**

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

**Assistant Town Manager**  
Gerry Vincent

**Town Clerk**  
Janet Pierson

**Town Attorney**  
Bob Blythe

**I. Pre-meeting**

- A. Beatties Ford Road speed limit discussion. (5:45 p.m.)
- B. Carolina Raptor Center. (6:00 p.m.)

**II. Call to Order**

**III. Invocation - Moment of Silence**

**IV. Pledge of Allegiance**

**V. Mayor and Commissioner Reports-Staff Questions**

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

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

- A. Kathy Moyer, ElectriCities.

**VII. Agenda Changes**

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

**VIII. Public Hearings**

- A. Conduct a public hearing to receive public comments on the proposed budget for fiscal year 2017-2018. *(Gerry Vincent)*

**IX. Other Business**

- A. Renew motion approving First Amendment to the Carolina Rapids Agreement. *(Commissioner Boone)*
- B. Consider approving installation of traffic calming devices on Westminster Drive, Shields Drive, and Wedgewood Drive. *(Stephen Trott)*
- C. Consider authorizing the Town Manager to execute annual Lawn and Landscape Maintenance Contracts for Town Hall, Town Center/vacant lot, Bob Blythe Building, and Police Department. *(Max Buchanan)*
- D. Consider approving assignment of the Agreement for Services with Advanced Disposal to Waste Connections of North Carolina, Inc. *(Gerry Vincent)*
- E. Discussion on Old Jail renovation project. *(Commissioner Boone)*

**X. Consent Agenda**

- A. Approve the minutes of the May 1, 2017 Regular Town Board Meeting. *(Janet Pierson)*
- B. Approve budget amendment authorizing the Interim Town Manager to spend the \$23,520 rental income to initiate removal of houses in preparation for the Main Street Upgrade. *(Jackie Huffman/Gerry Vincent)*
- C. Approve amending the FY 2017 budget by \$3,200,000 for the bond refinancing and \$650,000 for the police vehicle financing. *(Jackie Huffman/Gerry Vincent)*
- D. Approve budget amendment providing \$166,500 for the purchase of the parcels of land in or around Town Center and allows for any closing costs on the purchase with the use of General Fund Balance. *(Jackie Huffman/Gerry Vincent)*
- E. Approve budget amendment transferring \$1,069,649 from General Fund Balance, where the tax receipts are currently accounted for, to the Commerce Station Capital Project Fund. *(Jackie Huffman/Gerry Vincent)*
- F. Call a public hearing for June 19, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #TA17-04, 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)*
- G. Authorize execution of Engineering Services Contract with Kessell Engineering to provide CEI services. *(Max Buchanan)*
- H. Approve of Electric Rate Rider REPS. *(Tim Kopacz)*

**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**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Gerry Vincent, Interim Town Manager  
**Subject:** Proposed FY 2017-2018 Operating Budget

---

Conduct a public hearing to receive public comments on the proposed budget for fiscal year 2017-2018.

**ACTION RECOMMENDED:**

Conduct public hearing.

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

Description	Type
▢ Recommended Budget Message	Backup Material



May 1, 2017

**To the Honorable Mayor Aneralla and Board of Commissioners,  
and Citizens:**

It is a pleasure to submit the Manager Recommended FY 2017-18 Budget for the Town of Huntersville. The operating budget provides the financial plan through which the citizens continue the high quality of life currently enjoyed in our community while investing in our growing Town's infrastructure and provide exemplary municipal services.

The FY 2017-18 Manager Recommended Budget provides personnel and operating funding for the much anticipated new facilities while maintaining police and land use services. Additional emphasis is placed on constructing transportation and fire infrastructure funded with prior fiscal year issued bonds. As required by state statute, each fund is balanced and required debt service payments have been provided. The budget limits financial burden to our citizens with no increase in tax rate, fees (vehicle, stormwater, or solid waste) or electric rate changes. In spite of these flat revenue sources, many infrastructure investments are provided in transportation/mobility resources, fire services, and recreation opportunities.

The Town continues to enjoy the lowest tax rate of the largest twenty cities in North Carolina and maintains the lowest employee per citizen ratio of the same group. These low tax burden characteristics continue to lure both residents and business that are fueling a population growth rate over 3% and assessed value growth rate over 4%.

*Specific highlights in this Recommended Budget include:*

- Maintains the current tax rate of \$0.305 per \$100 of assessed valuation of real and personal property.
- Increased prepared food and beverage tax receipts and car rental tax.
- Minimal changes to sales tax, utility sales tax (formerly franchise tax) and Powell Bill distribution revenues.
- Maintains the current solid waste fee of \$72, vehicle fee of \$20 and also provides no change to stormwater rates or electric rates.
- Continues no property tax dollars to support the Huntersville Family Fitness and Aquatics Center, with only debt service and capital outlay being funded by the Tourism tax funds.

- Contains a merit pool of 3% for employees.
- Funds 2 new Public Works positions to support our construction and street maintenance efforts.
- Supports initial half year operations of the new Recreation Center with 3 full-time employees.
- Participates in Governor's Highway Safety Program funding of 2 grant related Police Officers following the addition of 5 new officers in FY 2017.
- Provides funding for 3 CIP Transportation projects through the Transportation Reserve Fund (Holbrook Street, intersection improvements at Mount Holly Huntersville Reese Blvd and signalization at two intersections on Verhoeff Drive).
- Increases funding for the Huntersville Fire Department related to the completion of Fire Station # 4 on McIlwaine Road).
- While there is no planned use of General Fund Balance, the Manager's Recommended Budget uses restricted fund balance in both Powell Bill (\$555,400) and Stormwater (\$150,000) funds.

## **Department Highlights**

Parks and Recreation (P&R) budget increases are associated with the completion of the Recreation Center and funding the expenses associated with the Center.

The Public Works/Engineering budget reflects the Solid Waste/Recycling and Yard Waste contractual costs that include the costs of additional houses being serviced during the next year. The addition of two staff members are budgeted to manage the multiple street construction projects and maintenance of our road network infrastructure.

The Police Department budget includes the replacement of 11 new police vehicles via three year debt instrument as in prior years. Minor capital initiatives are funded at under \$10,000 and the Town portion of grant officer vehicles. The Manager's Recommended Budget includes no increase for dispatch services, as the Town continues to negotiate the future delivery of this service.

The funding for Huntersville Fire Department (HFD) is increased in the proposed budget related to the construction completion of Station #4 on McIlwaine Road. The operational costs associated with HFD providing service to the Town's Extraterritorial Jurisdiction area (ETJ) is covered through an agreement with the County and the operation of a fire service district for that area. The tax rate of 5 cents per \$100 for the ETJ will flow through the Huntersville budget to the HFD. The FY 2017-2018 budget also eliminates funding of North Meck Rescue Squad and with the opening of the new fire station, there are no contributions budgeted for Long Creek Fire Department.

The Huntersville Family Fitness and Aquatics budget is funded with no property tax appropriation. Tourism taxes fund debt service for HFFA and gas hot water heater replacement, parking lot paving, door replacements and other minor non-capital equipment.

The Electric fund reflects no change in customer rates in spite of anticipated increased purchased power costs to the Town. Capital improvements associated with buildout is funded at \$2,290,200 which requires a \$1,000,000 Electric Fund balance appropriation.

Expenses associated with the Lake Norman Regional Economic Development Corporation increase slightly from the prior year, but are offset with a reimbursement from the LNREDC.

#### Hotel/Motel/Prepared Food Tax Fund

- The Visit Lake Norman appropriation (as per the inter-local agreement) is based on 28% of Hotel/Motel and 25% of the Prepared Food Tax receipts over the past year, which reflects an increase based on the past tax revenues per state law.
- Stable funding to area destinations/attractions from the Hotel/Food Tax funds.

The recommended budget is as follows for FY 2017-18:

<b>Expenditures</b>	
Governing Body	\$ 305,742
Lake Norman Reg. Economic Dev. Corp	212,872
Legal	241,536
Finance and Administration	1,949,169
Town Center/Parking Deck	52,815
Planning	1,264,468
Police	11,548,632
Engineering/Public Works	5,445,853
Parks and Recreation	3,076,754
Fire and Safety	3,455,464
Powell Bill	1,995,400
Storm Water	990,000
Tourism Tax	1,808,222
Debt Service/Capital Projects Fund	3,172,671
Transportation Reserve Fund	1,391,580
Electric Fund	20,517,599
HFFA	3,660,958
<b>Total Expenditures</b>	<b><u>\$61,089,735</u></b>

<b>Revenue</b>	
Property Tax	18,350,000
Vehicle Tax	1,695,750
Rental Vehicle Tax	34,800
Penalties & Interest	80,000
Fire Tax	600,000
Local Option Sales Tax	3,845,014
Utilities Franchise Tax	2,300,000
Tele/Satellite Sales Tax	640,000
Beer & Wine Tax	225,000
ABC Revenue	95,000
Solid Waste Fee	1,253,698
Waste Disposal Fee	33,000
School Resource Officer	346,632
Police Revenue	91,370
Recreation Fees	552,100
Rental Income	159,890
Electric Admin. Fund	50,000
Planning & Zoning	51,500
Investment Earnings	100,000
Misc. Revenue	9,350
Hotel/Motel	688,000
Prepared Food Tax	982,526
U Drive It	137,696
Powell Bill	1,440,000
Storm Water	840,000
Reimbursement LNREDC	212,872
Powell Bill Reserve	555,400
Storm Water Reserve	150,000
Vehicle Registration Fee	765,000
Reimbursement Verhoeff Bridge	212,201
Transportation Reserve	414,379
Electric Fund	20,517,599
HFFA	3,660,958
<b>Total Revenue</b>	<b><u>\$61,089,735</u></b>

I would like to thank the department directors and their staff for their work in budget preparation. Production of budget documents would not be possible without the cooperation and diligence of Pattie Ellis and Jackie Huffman, for their hard work in preparing the Fiscal Year 2017-18 Budget documents, meetings, and process. I look forward to working with the Town Board to complete the adoption of the FY 2018 Budget.

Sincerely,

Gerry Vincent  
Interim Town Manager



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Michael Jaycocks  
**Subject:** Carolina Rapids Agreement for Barry Park

---

This First Amendment to the Carolina Rapids Agreement for Barry Park will extend the original agreement for 5 years with an option to extend for an additional 5 years that would end on August 3, 2028. This extension will be based on the Rapids having a min. of 600 Huntersville residents in their program for both the spring and fall seasons. The Carolina Rapids will be required to pay a min. of \$535,000 over this ten year period. The Rapids will pay \$310,000 for field usage at Barry Park over the ten years. If the town's field usage rates change during the term of this First Amendment and the new rate times the field usage is more than \$31,000.00, the Rapids shall pay the higher amount to the Town. Additionally, the Rapids shall pay the Town a total of \$225,000.00, as a Capital Reserve Fee for Barry Park. This fee will be paid in the amount of \$20,000.00, annually, for years one through five (1-5), and then \$25,000.00, annually, for years six through ten (6-10). Payments shall be made on September 1<sup>st</sup> of each and every year beginning September 1, 2018, and the last payment shall be made on September 1, 2027. The Capital Reserve Fee will go into a new Capital Reserve Fund for Barry Park.

**ACTION RECOMMENDED:**

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

Description	Type
□ Agreement	Backup Material

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

**FIRST AMENDED AND RESTATED  
FIELD USAGE AGREEMENT, RICHARD BARRY PARK**

This First Amended and Restated Field Usage Agreement, Richard Barry Park (hereinafter "First Amendment"), is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the TOWN OF HUNTERSVILLE, a North Carolina municipal corporation (hereinafter "Town"), and CAROLINA RAPIDS SOCCER CLUB, a North Carolina non-profit corporation, formerly known as North Meck Soccer Club (hereinafter "Rapids").

**W I T N E S S E T H:**

**WHEREAS**, Town is the Lessee from Mecklenburg County of certain property located on Beatties Ford Road known as Richard Barry Park (hereafter "Barry Park"), and

**WHEREAS**, Town and Rapids entered into a Field Usage Agreement ("Agreement"), dated August 4, 2008, for the purpose of granting to Rapids certain field usage and other rights at Barry Park in exchange for certain consideration paid by Rapids; and

**WHEREAS**, The term of the Agreement was for a period beginning on August 4, 2008, and continuing for a period of 120 months, unless extended, or terminated by mutual agreement, or because of default by either party; and

**WHEREAS**, Town and Rapids wish to amend and restate the Agreement to extend the term of the Agreement and to address field rates and payments, fees, and other terms.

**NOW, THEREFORE**, for valuable consideration, Town and Rapids agree as follows:

1. Term. The term of this First Amendment shall begin on August 4, 2018, and end at 12:01 a.m., on August 3, 2028, unless terminated earlier pursuant to the terms of the Agreement. **The Town may terminate this agreement at the end of the first five years, if the Rapids do not have a min. of 600 Huntersville Residents playing within their organization in the spring season and in the fall season. The determination of a Huntersville resident is defined in the Town's Co-sponsorship Policy. In the event of such termination, the remainder of the Field Usage Fees and the Capital Reserve Fee shall abate and no longer be payable**
2. Field Usage Fees. Rapids shall pay to Town a total of \$310,000.00, for field usage fees at Barry Park for a ten (10) year period beginning December 1, 2018, and ending July 1, 2028. The bi-annual payments of \$15,500.00, shall be paid on or before December 1<sup>st</sup> and July 1<sup>st</sup> of each and every year (see Amortization of Field Usage Fees attached hereto as Exhibit A). The Field Usage Fees shall be placed into the General Park Capital Reserve Fund, and used for any Town park facility.

3. If the field usage rates change during the term of this First Amendment and the new rate times the field usage is more than \$31,000.00, the Rapids shall pay the higher amount to Town.
4. The field usage fees specified in paragraphs 2 and 3 are for Barry Park fields only. All field usage fees at other Town parks shall be treated as regular co-sponsor usage.
5. Capital Reserve Fee. Additionally, Rapids shall pay to Town a total of \$225,000.00, as a Capital Reserve Fee for Barry Park. This fee will be paid in the amount of \$20,000.00, annually, for years one through five (1-5), and then \$25,000.00, annually, for years six through ten (6-10). Payments shall be made on September 1<sup>st</sup> of each and every year beginning September 1, 2018, and the last payment shall be made on September 1, 2027.
6. Town shall create a new Capital Reserve Fund for the sole purpose and use of Barry Park, and all such monies paid by Rapids according to paragraph 5 above shall be placed into the Barry Park Capital Reserve Fund. The Capital Reserve Fund shall be used solely as a reinvestment into capital expenditures for Barry Park.
7. Event of Default. The happening of any of the following shall constitute an Event of Default on the part of Rapids during the term of this First Amendment: (a) failure to pay the Field Usage Fees or Capital Reserve Fee payments when due which remains uncured after thirty (30) days from the due date; and (b) any non-monetary violation of the Agreement and/or First Amendment after thirty (30) days notice to Rapids. Upon the occurrence of an Event of Default which remains uncured, Town shall have all remedies available, including the immediate termination of the Agreement and First Amendment; termination of Rapids rights of use of the fields; and maintaining an action to recover unpaid Field Usage Fees or Capital Reserve Fees, or other amounts due the Town.
8. The parties further agree that the Lake Norman Giants will continue to have priority of Field 5 during the fall season.
9. Town shall have rights to book up to five (5) outside tournaments, per year, at Barry Park.
10. All other provisions and agreements contained in the Agreement dated August 4, 2008, shall continue in full force and effect, subject to the above agreements.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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

**TOWN OF HUNTERSVILLE**

ATTEST:

By: \_\_\_\_\_  
Gerald Vincent, Interim 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:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Robert B. Blythe, Town Attorney

**CAROLINA RAPIDS SOCCER CLUB**

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

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

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Stephen Trott  
**Subject:** Westminster Park Traffic Calming

---

Installation of traffic calming devices on Westminster Drive, Shields Drive, and Wedgewood Drive.

**ACTION RECOMMENDED:**

Approval of funding for installation.

**FINANCIAL IMPLICATIONS:**

Powell Bill  
9 x \$4,000/each = \$36,000

**ATTACHMENTS:**

Description	Type
□ Westminster Drive	Backup Material
□ Shields Drive	Backup Material
□ Wedgewood Drive	Backup Material





Westminster Dr  
Speed Hump Locations



# Shields Dr Speed Hump Locations





# Wedgewood Dr Speed Hump Locations





**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Max Buchanan  
**Subject:** Landscape Services Contract - Town Owned Facilities

---

To provide lawn and landscape maintenance services for four (4) town owned facilities/properties. (Town Hall, Town Center/vacant lot, Bob Blythe Building, Police Department)

**ACTION RECOMMENDED:**

Authorize the Town Manager to execute annual Lawn and Landscape Maintenance Contracts for each of the following properties:

- Town Hall
- Town Center / vacant lot
- Bob Blythe Building
- Police Department

**FINANCIAL IMPLICATIONS:**

Contract Services  
Maintenance to Building and Grounds

**ATTACHMENTS:**

Description	Type
▣ Bid Tabs	Cover Memo
▣ L & M Contracts	Cover Memo

## 2017 Landscape Maintenance Bid Tabulation

Property	Monthly Cost	
	L&M Construction	Southscapes Landscaping
Town Center/Vacant Lot on Gilead	\$923.00	\$1,250.00
Town Hall	\$360.00	\$350.00
Police Department	\$1,043.00	\$1,037.08
Old PD - Blythe Building	\$387.00	\$621.66



"Where quality is never out of season"

## Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Town Center, herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u>	time(s) per year
Winter Visits	<u>16</u>	time(s) per year
Pruning of shrubs	<u>2</u>	time(s) per year or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>4</u>	time(s) per year (2x spring, 1x fall, and 1 x winter)
Lime application	<u>1</u>	time(s) per year
Summer Stress Prev. + Iron	<u>1</u>	time(s) per year
Fungicide application		as needed for additional fee
Mulch and mini chips	<u>1</u>	time(s) per year (24 yards of mulch)
Aerating & over seeding	<u>1</u>	in the fall (includes fertilizer)

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.

Blow underneath deck after spring pollen and after winter leaves have fallen.

Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1<sup>st</sup> 2017 and ending May 1<sup>st</sup> 2018.

This contract is for maintenance of property located 105 Gilead Rd, Huntersville, NC charge for the specified services is 716.00 and payment will be due by the 15<sup>th</sup> of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

**Iran Divestment Act:** L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

**NC Everify:** L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)

This agreement will automatically end as of May 1<sup>st</sup> 2018. A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_



"Where quality is never out of season"

## Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Town Center Vacant Lot herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u> time(s) per year
Winter Visits	<u>16</u> time(s) per year
Pruning of shrubs	<u>x</u> time(s) per year, or as needed to maintain a near appearance
Pre-Emergent/Fertilization	<u>x</u> time(s) per year (2x spring, 1x fall, and 1xWinter)
Lime application	<u>x</u> time(s) per year
Summer Stress	<u>x</u> time(s) per year
Fungicide application	when needed for additional fee
Leaf removal	<u>x</u> (as needed to maintain a neat appearance)
Aerating & over seeding	<u>x</u> in the fall (includes fertilizer)
Pine Needles	<u>x</u> time(s) per year
Summer annuals	<u>x</u> time(s) per year

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.  
Blow underneath deck after spring pollen and after winter leaves have fallen.  
Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1<sup>st</sup>, 2017 and ending May 1, 2018.

This contract is for maintenance of property located vacant lot next to Town Center. The charge for the specified services is 207.00 and payment will be due by the 15<sup>th</sup> of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

**Iran Divestment Act:** L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

**NC Everify:** L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1<sup>st</sup> 2018.** A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_





"Where quality is never out of season"

## Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Town Hall, herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u>	time(s) per year
Winter Visits	<u>16</u>	time(s) per year
Pruning of shrubs	<u>2</u>	time(s) per year or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>4</u>	time(s) per year (2x spring, 1x fall, and 1 x winter)
Lime application	<u>1</u>	time(s) per year
Summer Stress Prev. + Iron	<u>1</u>	time(s) per year
Fungicide application		as needed for additional fee
Mulch and mini chips	<u>1</u>	time(s) per year (24 yards of mulch)
Aerating & over seeding	<u>1</u>	in the fall (includes fertilizer)

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.

Blow underneath deck after spring pollen and after winter leaves have fallen.

Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1<sup>st</sup> 2017 and ending May 1<sup>st</sup> 2018.

This contract is for maintenance of property located 101 Huntersville Concord Road, Huntersville, NC charge for the specified services is 360.00 and payment will be due by the 15<sup>th</sup> of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

**Iran Divestment Act:** L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

**NC Everify:** L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1<sup>st</sup> 2018**. A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)



"Where quality is never out of season"

## Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Old Police Station herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u> time(s) per year
Winter Visits	<u>16</u> time(s) per year
Pruning of shrubs	<u>x</u> time(s) per year, or as needed to maintain a neat appearance
Pre-Emergent/Fertilization	<u>x</u> time(s) per year (2x spring, 1x fall, and 1xWinter)
Lime application	<u>x</u> time(s) per year
Summer Stress	<u>x</u> time(s) per year
Fungicide application	when needed for additional fee
Leaf removal	<u>x</u> (as needed to maintain a neat appearance)
Aerating & over seeding	<u>x</u> in the fall (includes fertilizer)
Pine Needles	<u>x</u> time(s) per year
Summer annuals	<u>x</u> time(s) per year

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.  
Blow underneath deck after spring pollen and after winter leaves have fallen.  
Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1<sup>st</sup>, 2017 and ending May 1<sup>st</sup>, 2018.

This contract is for maintenance of property located Bylthe Building. The charge for the specified services is 387.00 and payment will be due by the 15<sup>th</sup> of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

**Iran Divestment Act:** L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

**NC Everify:** L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)

I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1<sup>st</sup> 2018.** A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)



"Where quality is never out of season"

## Lawn and Landscape Maintenance Contract

This contract is between L & M Construction of Blairs, LLC, herein after referred to as the CONTRACTOR, and Huntersville Police Department herein after referred to as the CLIENT. CONTRACTOR and CLIENT hereby promise and agree to the following: CONTRACTOR agrees to provide the services detailed and in accordance with the schedule in the specifications listed below. CLIENT promises to pay the agreed upon amount as indicated below including finance charges and early termination fee, if applicable.

Schedule of work included in this contract:

Mowing, edging, trimming, picking up trash & spraying of weeds in beds and in cracks in the concrete to be done weekly, also fluffing of pine needles and make sure mulch bed are clean up at all times.

Cuts per Mowing Season	<u>36</u> time(s) per year
Winter Visits	<u>16</u> time(s) per year
Pruning of shrubs	<u>2</u> time(s) per year, or as needed to maintain a near appearance
Pre-Emergent/Fertilization	<u>4</u> time(s) per year (2x spring, 1x fall, and 1xWinter)
Lime application	<u>1</u> time(s) per year
Summer Stress	<u>1</u> time(s) per year
Fungicide application	when needed for additional fee
Leaf removal	(as needed to maintain a neat appearance)
Aerating & over seeding	<u>1</u> in the fall (includes fertilizer)
Pine Needles	<u>1</u> time(s) per year
Mulch Installation	<u>1</u> time(s) per year
4 Flats of summer annuals	<u>1</u> time(s) per year

All Weeds are to be sprayed to be killed or to be pulled in front yard and natural area in the back.

Blow underneath deck after spring pollen and after winter leaves have fallen.

Control Bermuda grass from encroaching yard on one side of the yard in the FALL.

Mowing, edging & trimming: CONTRACTOR will mow all turf areas weekly during growing season, during the hours of 10am – 7pm, M-F (Saturday if rain delay). All sidewalks, fences, driveways and other surface areas will be edged as needed for a neat appearance, using either a weed eater or edger. Clippings will be left on the lawn as long as there is no evidence of disease. CONTRACTOR will clean all clippings from sidewalks and other surfaces before leaving the client property.

Pruning: CONTRACTOR will prune shrubs by hand or using gas or electric powered shears, as needed to ensure proper informal shape, fullness and bloom. CONTRACTOR will not prune trees unless agreed upon outside of this contract.

Fertilization: CONTRACTOR will fertilize all turf areas with a granular fertilizer per schedule indicated above.

Aerating and over seeding: CONTRACTOR will aerate and over seed per schedule as indicated above.

Optional services such as annual flowers, mulching, pine needles, irrigation systems, thatch removal, patio installation, retaining wall installation, fencing, walkways, lighting, etc. are NOT a part of this contract. These may be agreed upon by CONTRACTOR and CLIENT for an additional fee.

Insurance and liability: CONTRACTOR agrees to carry full liability and workers compensation insurance as required by law.

CONTRACTOR is NOT responsible for:

- 1) Death or decline of plant materials due to improper selection, placement, planting or maintenance BEFORE the date of this contract.
- 2) Damage due to improper irrigation components in existence at the time of contract execution.
- 3) Exposed cables or sprinkler components normally found below the surface of the lawn.
- 4) Flooding, storm or wind damage.
- 5) Disease or damage to lawns and/or landscape as the result of excessive or inadequate irrigation.
- 6) Damage caused by any item hidden in the landscape and not clearly marked.
- 7) Damage due to vandalism.

The term of the contract is for a period of One (1) Year, beginning May 1<sup>st</sup>, 2017 and ending May 1<sup>st</sup>, 2018.

This contract is for maintenance of property located 9630 Julian Clock Road. The charge for the specified services is 1,043.00 and payment will be due by the 15<sup>th</sup> of the following month.

CONTRACTOR accepts checks, money orders or credit cards. CLIENT agrees to pay a \$35 fee for each check returned for nonsufficient funds. Any additional or unscheduled services agreed upon by CONTRACTOR and CLIENT will be billed separately, with payment due 15 days from date of invoice.

CLIENT agrees to pay monthly finance charges of 2% on all past due balances. CLIENT may cancel the contract by:

- 1) Submitting 30 days written notice to office at address listed below.
- 2) Payment of account in full for any outstanding balances.
- 3) Payment of a termination fee of \$200.00 (for cancellation prior to the expiration of the contract).

CLIENT agrees to pay all legal fees incurred by CONTRACTOR due to collection for nonpayment of balance due per contract. This contract shall be governed by the laws of the state of North Carolina in Iredell County.

**Iran Divestment Act:** L&M Construction shall not be listed on the Final Divestment List (“**DivestmentList**”) created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.*, (“**Iran Divestment Act of 2015**”). L&M shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.

**NC Everify:** L&M Construction shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if L&M utilizes a subcontractor, L&M shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

3133 Amity Hill Road, Statesville, NC. 28677  
Mailing Address: P.O. Box 3487, Mooresville, NC. 28117  
OFFICE: (704) 662-8057 FAX: (704) 662-8378 Fax  
[www.landmconstruction.com](http://www.landmconstruction.com)



I HAVE FULLY READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

This agreement will automatically end as of **May 1<sup>st</sup> 2018.** A new agreement will be negotiated for renewal of services at that time.

In witness whereof, the parties to this contract have signed and executed it as indicated.

_____ CLIENT	_____ Date	_____ L&M CONSTRUCTION OF BLAIRS, LLC	_____ Date
-----------------	---------------	--	---------------

Client Phones: Home \_\_\_\_\_ Cell \_\_\_\_\_

Email address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Gerry Vincent, Interim Town Manager  
**Subject:** Assignment of Contract - Advanced Disposal

---

**ACTION RECOMMENDED:**

Approve Assignment

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

	Description	Type
▣	Assignment	Backup Material



**Advanced Disposal**

Execution Version

May \_\_, 2017

Town of Huntersville, North Carolina  
Attention: Town Manager  
Post Office Box 664  
Huntersville, NC 28070

Re: Agreement for Services – Town of Huntersville (the “Town”) and Advanced Disposal Services Carolinas, LLC (“Advanced”) – Residential Solid Waste, Recyclable and Yard Waste Collection Services, dated as of May 2, 2016 (the “Contract”).

We are pleased to advise that Advanced recently agreed to sell certain of its assets (the “Sale”) to Waste Connections of North Carolina, Inc. (“Waste Connections”). The Contract identified above is among the assets proposed to be sold to Waste Connections as part of the Sale. We are confident that Waste Connections will continue the business relationship embodied in the Contract and will continue to provide services to the Town at the highest level.

The Sale will constitute an assignment of the Contract (the “Assignment”) requiring the Town’s consent. Accordingly, we kindly request that the Town acknowledge and consent to the Assignment. Specifically, by signing this letter, the Town: (i) acknowledges and consents to the Assignment; (ii) waives any right to terminate the Contract as a result of the Assignment; (iii) acknowledges and ratifies the terms of the Contract; (iv) identifies and recognizes Waste Connections as the “Contractor” pursuant to the Contract upon the assignment of the Contract and closing of the Sale; (v) acknowledges that Advanced will no longer be responsible for the performance of the Contract upon the assignment of the Contract and Closing of the Sale; (vi) acknowledges and confirms that the Town is not in default or breach of any term or provision of the Contract; (vii) acknowledges that the Contract will continue in full force and effect in accordance with its terms following the Assignment; and (viii) acknowledges and confirms that there is no outstanding defense, offset, claim or counterclaim by or in favor of the Town against Advanced under the Contract or against the obligations of Advanced under the Contract. If the Sale is not consummated for any reason, this letter will cease to have effect and the Contract will remain in place between Advanced and the Town in accordance with its terms.

Waste Connections acknowledges and agrees that, at or prior to the consummation of the Sale, Waste connections will (i) provide the Town with a surety bond to replace the surety bond currently posted with the Town by Advanced; and (ii) cause its parent corporation, Waste Connections, Inc., to execute a guaranty of Waste Connection’s obligations under the Contract. Waste Connections further acknowledges and agrees that, from and after the consummation of the Sale, it will accept assignment of the Contract and perform its work under the Contract in accordance with the terms of the Contract.

Please note that we expect to complete the transaction by May 31, 2017. Accordingly, we would appreciate your prompt attention to this matter. If you have any questions, please contact me at (980) 819-2467 or at [Justin.Rodda@advanceddisposal.com](mailto:Justin.Rodda@advanceddisposal.com). Otherwise, kindly sign and return this letter to me via email by .pdf at [Justin.Rodda@advanceddisposal.com](mailto:Justin.Rodda@advanceddisposal.com).

[Signature Page Follows]

Advanced Disposal Services Carolinas, LLC

By: \_\_\_\_\_  
Justin Rodda, Charlotte Site Manager

AGREED AND ACKNOWLEDGED:

Town of Huntersville, North Carolina

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Waste Connections of North Carolina, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Connections of North Carolina, Inc., as Principal, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the state of Massachusetts and licensed to do business in the State of \_\_\_\_\_, as Surety, are held and firmly bound unto The Town of Huntersville (Obligee), in the penal sum of Three Million Ninety Nine Thousand Eight Hundred Forty Four and 00/100 (\$ 3,099,844.00 ) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from \_\_\_\_\_, 2017, until \_\_\_\_\_, 2017, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Sealed with our seals and dated this 4th day of May, 2017.

Principal: Waste Connections of North Carolina, Inc.

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

(Witness)

Surety: Liberty Mutual Insurance Company

See Attached Acknowledgment

(Attest)

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

David W. Garese , Attorney-In-Fact

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Commissioner Dan Boone  
**Subject:** Old Jail Renovation Discussion

---

Discussion on Old Jail renovation project.

**ACTION RECOMMENDED:**

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

Description	Type
Quote	Backup Material



# LAKE SIDE

Project  Solutions

*Ronnie Massengil*

## Quote # 47629

405 N. Pilot Knob Road  
Denver, NC 28037  
Office: 704-483-3739  
Fax: 888-648-8555  
workorders@lakesideps.com

Date: 11/28/2016  
Workorder #: 47629  
Customer Reference #: N/A  
Rep: Josh Warren  
Rep Contact Info: (704) 483-3739 ✕  
Rep Email: josh@lakesideps.com

Customer: Town of Huntersville  
101 Huntersville-Concord Rd  
Huntersville, NC 28270

Ship to: Town Of Huntersville  
301 Huntersville-Concord Rd  
Huntersville, NC 28270  
(704) 895-6541

Payment Terms	LPS Rep
NET 30	Josh Warren

Description	
<p>Problem Statement: Renovations needed for jail so that it will be safe for tours.</p> <p>Scope:</p> <p>Sourced materials</p> <p>Barricade work area as needed</p> <p>Remove debris from jail (Dumpster will be provided on site)</p> <p>Remove plaster from interior walls and replace with drywall / finish drywall / prime and paint (~200 SF)</p> <p>Repair brick as needed (100 sq ft of repair and if its more than that well submit a change order)</p> <p>Remove all plaster from brick walls (may need to sandblast portions)</p> <p>Remove and replace windows (6)</p> <p>Refurbish old wooden door (1)</p> <p>Install a new door in the back of jail (This is code, but we may not have to do this since its a historical site but would recommend a secondary door for emergencies)</p> <p>Pressure wash concrete floor to remove staining (~500 SF)</p> <p>Repair ceiling/joist/drywall and paint ceiling throughout (~500 sq ft)</p> <p>Repair soffit and fascia as needed around entire building (~95 LF) (Most of the building doesn't have soffit)</p> <p>Grade outside and around jail as needed to ensure jail wont flood from a normal rain</p> <p>Place straw and seed graded areas</p> <p>Clean work area and remove all debris</p>	
Total	\$28,750.00

**Notes:** \*\*Quote is valid for 30 days

\*\*Unforeseen issues during repair may result in a change order

\*\*Quote does not currently include repairs in areas with lead based paint(jail cell)

\*\*Any electrical work needed will require a change order

\*\*Material prices are based on availability / Any material substitutes may cause a change in the total price

# LAKE SIDE

Project  Solutions

## Quote # 47629

405 N. Pilot Knob Road  
 Denver, NC 28037  
 Office: 704-483-3739  
 Fax: 888-648-8555  
 workorders@lakesideps.com

Date: 11/28/2016  
 Workorder #: 47629  
 Customer Reference #: N/A  
 Rep: Josh Warren  
 Rep Contact Info: (704) 483-3739  
 Rep Email: josh@lakesideps.com  
 Ship to: Town Of Huntersville  
 301 Huntersville-Concord Rd  
 Huntersville, NC 28270  
 (704) 895-6541

Customer: Town of Huntersville  
 101 Huntersville-Concord Rd  
 Huntersville, NC 28270

Payment Terms	LPS Rep
NET 30	Josh Warren

Description	
Problem Statement: Renovations needed for jail so that it will be safe for tours. Scope: Sourced materials Barricade work area as needed Remove plaster as needed to access ceiling joist Remove damaged ceiling joist (~8) Remove insulation from windows (This has mildew and may have mold.) Install new joist Install drywall over joist (~300 sq ft) Finish drywall to a smooth finish (~300 sq ft) Attach conduit to walls as needed Install new insulation in windows Clean and dispose of debris from repairs	
Total	\$2,975.00

**Notes:** \*\*Quote is valid for 30 days

\*\*Unforeseen issues during repair may result in a change order



**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

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

---

Consider approving the minutes of the May 1, 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**

**May 1, 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 5:15 p.m. on May 1, 2017.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Charles Guignard, and Danny Phillips. Commissioners Mark Gibbons and Rob Kidwell were not present.

Gerry Vincent, Interim Town Manager, presented the Town Manager's recommended budget.

*Refer to PowerPoint presentation attached hereto as Exhibit No. 1.*

*Refer to Town Manager's Recommended Budget attached hereto as Exhibit No. 2.*

---

**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 May 1, 2017.

GOVERNING BODY MEMBERS PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Charles Guignard, and Danny Phillips. Commissioner Rob Kidwell entered the meeting late. Commissioner Mark Gibbons was not present.

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

- The Metropolitan Transit Commission met last week.
- The next North Meck Alliance meeting is May 11.
- Commerce Station Management Team met last week.
- Charlotte-Mecklenburg Schools will have informational meetings concerning proposed new boundaries for schools.
- The next Mayor's Luncheon is May 16.

Commissioner Bales

- Expressed appreciation to the non-profit entities and business community that supported the North Learning Partners with a Purpose summit last week.
- The Red Run 4k/8k is this Saturday.
- The Lake Norman Economic Development Corporation has added one more project that is interested in relocating to Huntersville. Milton Silver's two spec buildings should start construction soon in Commerce Station. The road should be completed by the end of the year. Pactiv's expansion is underway.

Commissioner Boone

- Sponsoring team for the Red Run 4k/8k.
- The next meeting of the Huntersville Ordinances Advisory Board is May 4.

Commissioner Guignard

- The next Centralina Council of Governments Delegates meeting is next week.
- The next Planning Coordinating Meeting is May 19.
- Recognized Police Chief Cleveland Spruill for his three years of service to the Town.
- Expressed appreciation to the community for their support of Angels of 97.

Commissioner Boone (report for Commissioner Kidwell)

- The Charlotte Regional Transportation Organization met on April 19 and received presentation on the independent review of the I-77 contract.
- The Olde Huntersville Historic Society completed their first Adopt-A-Street clean-up - Gibson Park Drive was cleaned up yesterday afternoon. The next OHHS meeting is May 3.

Commissioner Phillips

- Provided update on Lake Norman Chamber and Visit Lake Norman events.

**PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS**

Toni Reale announced that May is National Poppy Month to raise awareness for veterans and disabled service men and women.

Mayor Aneralla proclaimed May 1-7, 2017 as Small Business Week.

*Town of Huntersville  
Proclamation*

**WHEREAS**, the Town of Huntersville, North Carolina recognizes and values the dedication and entrepreneurial spirit of small businesses that keep the State and American economy growing stronger; and

**WHEREAS**, there are over 200,000 small businesses with employees in North Carolina alone representing a majority of the total number of businesses with employees in this state; and

**WHEREAS**, the income of North Carolina's small business owners totals over \$20 billion, and these businesses employ 1.6 million North Carolinians or 49% of the State's non-farm private workforce; and

**WHEREAS**, there are over 28,500 small businesses with employees in Mecklenburg County and over 69,000 sole proprietors, representing a majority of the total number of businesses in the County; and

**WHEREAS**, it is the collaborative mission of the town working with the Lake Norman Chamber of Commerce, Lake Norman Economic Development Corporation, Visit Lake Norman, and the Small Business Administration to help our businesses grow

and create new jobs in the community and Lake Norman region by providing exemplary workforce training, financial assistance programs, and research and technical assistance; and

**WHEREAS**, the Town of Huntersville appreciates the support of our small business community by the Lake Norman Chamber of Commerce, Central Piedmont Community College, Small Business Technology Development Center, and our SCORE volunteers; and

**WHEREAS**, during the week of May 1-7, 2017, the Small Business Administration and the Lake Norman Chamber of Commerce are celebrating Small Business Week.

**NOW, THEREFORE**, I, John Aneralla, Mayor of the Town of Huntersville, do hereby proclaim May 1-7, 2017 as "**Small Business Week**" in Huntersville and urge all citizens to acknowledge and celebrate the achievements made by small businesses both locally and nationally, and to further support your local businesses by "Shopping and Buying Local!"

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 1<sup>st</sup> day of May, 2017.

#### **AGENDA CHANGES**

Commissioner Boone made a motion to add Item Q to the Consent Agenda – Approve proposal from Invitae Corporation to provide germ line genetic testing for patients associated with the Huntersville Uveal Melanoma cluster.

Commissioner Guignard seconded motion.

Motion carried with four (4) yes votes.

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

Commissioner Bales seconded motion.

Motion carried with four (4) yes votes.

#### **PUBLIC HEARINGS**

Mayor Aneralla recognized Planning Board members present: Susan Thomas, Ron Smith, Hal Bankirer, Joe Sailers, Catherine Graffy and Joanne Miller.

**Petition #TA17-01.** Mayor Aneralla called to order public hearing on Petition #TA17-01, a request by Mecklenburg County Park and Recreation to modify the parking standards in Article 6 of the Huntersville Zoning Ordinance to allow gravel parking for publicly owned nature preserves.

Brad Priest, Senior Planner, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 3.*

Mecklenburg County Park and Recreation is proposing to renovate the historical Holly Bend House at 3701 Neck Road on a county owned nature preserve. The building will be used as a small event space and meeting facility. The Zoning Ordinance allows the use of the facility as a "park" use similar to that of the Rural Hill facility which lies just east of the Holly Bend House.

The Huntersville Ordinances Advisory Board considered the text amendment at their March 2, 2017 meeting and unanimously recommended its approval.

Commissioner Phillips asked why this came up at this point in time, because there is gravel at the preserve on Stephens Road.

Mr. Priest said in specific situations such as Rural Hill there's existing gravel parking areas that have been there for years, prior to the adoption of the ordinance. Whenever there's a change, there's an addition but there's no expansion of a parking area then staff has not required anything to come up to code, nor would they need to because they would be vested. What this is allowing the nature preserve to do is to add a brand new parking lot and that has to meet the ordinance requirements.

Commissioner Phillips said it's not Rural Hill. It's at the end of Stephens Road and it was not existing. It was added within the last 1 to 1-1/2 years.

Mr. Priest said I'm not familiar with it, but we can look at it.

Commissioner Bales said in the recommendation it talks about gravel. This is a venue where weddings and that type of thing might occur, you would want some type of a smaller gravel for women in heels to be able to get across that parking lot in a more gentle manner. Could we modify that to a degree in order to say pea gravel. I know you've got crushed stone here, but I want to make sure we are not getting those big giant chunky pieces of gravel in the parking lot.

Mr. Priest said staff is open to any kind of change in that regard. Pea gravel was in the Cornelius ordinance.

Commissioner Bales said I guess the question would be is that fine with the petitioner.

James Williams, Mecklenburg County Park and Recreation, said that would be fine.

Commissioner Guignard said are we going to have a banquet facility there and if so are they going to do something inside the house or are they going to add to the structure with a kitchen. I really can't fathom putting a kitchen inside that old structure.

Mr. Williams said it's not going to be inside it. We are going to bring it back to its original shape and one of the wings is going to be separated and it's going to be on the back side. It's not going to be within the actual structure.

Commissioner Boone said I have a question about ADA standards. How are you going to handle that in this particular situation.

Mr. Williams said that's another part of the plan. We are going to have a ramp and it's going to come up from the parking and actually it's going to be sort of a circular introduction into the house. One of the things that we wanted to do was to get people to drive past the house then come around the backside, that's where the parking would be and then access would be from the parking lot by ramp up to the entry to the house.

Mr. Priest said that is a building standards requirement in regard to the handicapped parking spaces. No matter if the parking lot is completely gravel, there usually has to be a concrete pad that the handicapped spaces go on and entrance to the facility that can be maneuverable by wheelchair. Even if it is gravel, the building code will require some type of pavement material just for the handicapped spots to reach the building.

Joe Sailors noted his daughter lives nearby. How much speakers and that kind of stuff is going to be done once you get the banquet facility in. My reasoning for the question is when they have the events at Rural Hill they can't sleep.

Mr. Williams said it's going to be small. The big things will be at Rural Hill and we will have smaller events. Because of the capacity and the zoning we won't have any large events there. If we had a small wedding, it would be on the outside, no loud music, and the reception would be at Rural Hill.

Commissioner Boone said the facility will only hold 50 people. Olde Huntersville Historic Society is having their meeting there on June 17 and it's limited to 50 people.

Mr. Sailors said that facility height-wise is high. It falls down to the creek. My daughter's property is high again, so none of the trees that are in between really shed any of the noise.

Mr. Williams said when they come to reserve the facility we can go through that process of being aware of the noise volume.

Hal Bankirer, said what's the name of the nature preserve.

Mr. Priest said it's the Cowans Ford Wildlife Refuge.

Commissioner Guignard said it's been a while since I've driven down that far on Neck Road, is that road now paved as opposed to gravel.

Mr. Williams said it's still gravel.

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

**Petition #TA17-02.** Mayor Aneralla called to order public hearing on Petition #TA17-02, a request by University City Church to amend Article 10.7.1 of the Huntersville Zoning Ordinance to modify the amount of times an illuminated or self-luminous changeable copy sign message can change per 24 hour period.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 4.*

Text Amendment, TA #17-02, is a request by University City Church to amend Article 10.7.1 of the Town Zoning Ordinance to increase the amount of times a sign's message can change from one time to six (6) times per 24-hour period.

University City Church and Huntersville Presbyterian Church have electronic (self-luminous) changeable copy signs that can be programed to change messages. Both churches seek to change the message displayed on their sign more than one time per 24-hour period. Through discussion with the Huntersville Ordinances Advisory Board the applicants have proposed illuminated or self-luminous sign messages may change up to six times per 24 hour period but the change of message shall occur no less than every four hours.

The Huntersville Ordinances Advisory Board reviewed the proposed amendment at their April 6, 2017 meeting and recommended approval of the applicant's proposed language.

Staff does not recommend amending Article 10.7.1, *On-Premise Signs* as submitted by the applicants, but would recommend amending Article 10.7.1, *On-Premise Signs* to allow illuminated or self-luminous sign messages to change two times per 24-hour period. Staff recommends this change for the following reasons:

- Ability to administer and enforce.
- Consistent with other local community regulations, see attachment D for details – Charlotte allows sign messages to change once every 24-hour period. Cornelius and Davidson do not allow commercial sign messages to change. Additionally, Davidson does not allow electronic signs.
- Lack of Need – staff does not find it necessary for illuminated or self-luminous sign messages to change more than two times per 24-hour period.
- Safety – according to a report produced by the American Planning Association in 2015 a model sign ordinance should promote traffic safety. Further, the report states “particularly in settings in which a large number of signs are competing for the limited attention of drivers and passengers, some street graphic elements (such as movement, excessive brightness, and placement too close to the roadway) can further complicate drivers’ ability to reach their destination safely.

Commissioner Guignard said after the applicant University City Church came to the Town, then the Town went and talked to Huntersville Presbyterian.

Ms. Nesbitt said Huntersville Presbyterian and University City Church came together. University City Church signed the application, so that’s why their name is first and I think it’s the only name in the agenda packet, but Huntersville Presbyterian paid the fee. It’s a joint effort.

Commissioner Guignard said there are other churches that have these signs close by.

Ms. Nesbitt said there are. Staff has not reached out to them and I’m not sure if they are wanting to change their sign more than once. We haven’t had an issue with any other churches being in violation.

Commissioner Phillips said I think there was a United States Supreme Court ruling about regulating church signs.

Ms. Nesbitt said I’m not sure about the Supreme Court ruling. I do know that in Arizona there was a court case that looked at that and I think the topic was that the ordinance was speaking to specific uses and not letting all uses change and have the same sign regulation.

Commissioner Phillips said I thought that was a unanimous decision and they decided that against the first.....I pulled it up and I’m not sure whether it applies but I think it does.

Jack Simoneau, Planning Director, said we don’t treat church signs or business signs any different. We treat all the signs the same and that is our answer to that question.

Bob Blythe, Town Attorney, said when you said there was a unanimous opinion, it was a unanimous decision. There were four separate opinions which came to the same result, but when it comes down to it, it was not a unanimous opinion, it’s just how they got there.

Commissioner Guignard said I can't help but note this, I accept that we say we treat the businesses and churches the same.....I have to ask, except for CMS because their signs change often.

Mr. Simoneau said they are in violation and they know it. This would affect them.

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

**Petition #R16-07.** Mayor Aneralla called to order continuation of public hearing on Petition #R16-07, a request by Skybrook, LLC to revise the existing Conditional District rezoning plan for approximately 171.88 acres to remain Transitional Residential Conditional District with an increase in density and other site plan changes.

David Peete, Principal Planner, said the applicants have requested one more continuation to the first meeting in June. They have resolved all their issues but they still need to get the plan together.

Commissioner Guignard made a motion to continue public hearing to June 5, 2017.

Commissioner Boone seconded motion.

Motion carried with four (4) yes votes.

**Petition #R16-12.** Mayor Aneralla called to order public hearing on Petition #R16-12, Vermillion Village Conditional Rezoning, a request by Nate Bowman to rezone Parcel 01902201 from Neighborhood Residential to Town Center Conditional District.

Alison Adams, Senior Planner, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 5.*

This is a rezoning request for Vermillion Village otherwise known as the Anchor Mill site. The request is to rezone this parcel from Neighborhood Residential to Town Center Conditional District. It is about 30 +/- acres. The applicant had a neighborhood meeting as required by the ordinance on January 26. The applicant also came to the Board for a public hearing on March 6 which got deferred and then April 3 which also got deferred.

We are finally at a point with the plan itself and the TIA that the applicant is comfortable moving forward. The reason why I put the aerial on here is because a lot of times it helps folks understand location of the site and what's going on within the site plan and how it fits in as far as contextually to the area.

Commissioner Guignard said if you will allow me to interrupt her for a second. Since I am not going to be allowed to vote on this, I probably need to be recused from this discussion.

Bob Blythe, Town Attorney, said that's fine.

Commissioner Bales made a motion to recuse Commissioner Guignard.

Commissioner Boone seconded motion.

Motion carried with three (3) yes votes.



Ms. Adams said this is the latest plan that we received around April 12. We are still in review of this plan, although the concerns that staff had the plan addresses them pretty well. There are some minor items that do still need to be addressed.

The proposal is for 165,000 sq. ft. of commercial and 400 residential units. The plan is meant to be flexible in nature so that the developer will have the ability to move and change with the market and what the market desires.

Just to walk you through the plan. Anchor tenant is right here. The applicant is also asking for a special use permit to go up to 78,000 sq. ft. You have liner buildings which are retail through here and a workplace building. Some of these buildings are blue and some are gray, so I'll hit the blue ones. These are mixed use buildings. The ones that are gray would end up having residential units, whether that be apartments or townhomes. The plan also per ordinance requirement requires urban open space so there's a plaza and then they are dedicating land to Mecklenburg County for the greenway which will tie into the Carolina Thread Trail. There's also a small urban open space.

Moving forward whenever we look at the site plan we also look how the proposal fits into our future land use plans. There are a number of land use plans that are applicable to this site. The primary one that fits this context is the 2030 Community Plan. The area in which this is being proposed is an area in which there is high density and so this is an appropriate use in this location. It is also very close to a transit stop as well as our downtown area for development. What you will find within these land use plans is common elements which is a network of street connections, mixed use development, which is being proposed here, and green infrastructure.

Stephen Trott, Town Transportation Engineer, said we are not quite done yet with the TIA process but I think we're really close. We've had a couple of draft TIA's come in. We met with DOT about a month ago and have had some additional discussions so I think we are pretty close on that. What is shown in front of you is a context map of the area. The light blue area is the site. The blue circles are intersections where we know there's an impact and so those are NC 115 at Stumptown Road, NC 115 at Ramah Church Road, Huntersville-Concord Road at Warfield, Huntersville-Concord at Glendale, Huntersville-Concord at Asbury Chapel and Huntersville-Concord at Hiawasse. There is one intersection in red and that intersection is Ramah Church Road at Glendale. That intersection is one that's impacted in the first phase of the development with additional access to the site from Ramah Church at Seagle. In the second phase there's another way to get in and out so it falls below that threshold. As far as mitigation, offsite there's four intersections that staff would recommend to offset the ICU increase at the six intersections. First some turn-lanes on Huntersville-Concord at Glendale. Secondly, a left-turn lane on Ramah Church Road at Glendale. Third improvement would be a left-turn lane on Huntersville-Concord at Asbury Chapel and then finally a right-turn lane on Huntersville-Concord at Hiawasse.

Mayor Aneralla said how does this pan out with our new TIA.

Mr. Trott said the challenge with this TIA was that it was scoped and we were going down the path and it came in the door under the old requirements and now we're reviewing it based on the new ones.

Greg Dawson, 14028 Cinnabar Place, said there was a slide posted that showed Vermillion and some houses on it. I'd like to point to exactly where I am in proximity to the development. If you can point to Cinnabar and you count four houses in, that's where I am. I'm very close to this development and I support it 100 percent. I have spoken about it a couple of times and my biggest concern if you want to

call it a concern is that I think we should continue to investigate a traffic circle at this location versus stoplights at Cinnabar. This town has grown to love circles and my understanding of the intersection is that is proposed is that it's going to end up taking more land than originally thought and that was one of the negatives for the circle is that it would encroach too much into land. So now that we have to take more land and potentially all the monuments from the neighborhood, can we look at a circle. With that said, I hear if it doesn't become a circle and it's a stoplight that there will be staging lanes for cars and the way it's designed right now or the way I hear it's designed is that there will not be on-street parking in front of my house, which is fine, I don't use that. There are other people that park in front of my house. I'd be happy to see them go, maybe. The problem I think, though, you can build all these staging lanes if you want but if it's to get people out of Vermillion if you move further in where there's not going to be a requirement or an elimination of on-street parking, there's no way traffic is going to flow through there fast enough to use a staging lane to get out of Vermillion. The fact that you are going to take down all those trees that are finally mature or getting mature to put a staging lane where it's unlikely that you are going to utilize it seems a bit absurd. Traffic circle, smaller staging lane if needed.

Kathy Jones, 104 Walters Street, said I'd like to speak to the upcoming development, Vermillion Village, and the downtown revitalization effort. I'm very excited about the changes coming to the east side of Huntersville. For many years our area has patiently awaited attention from the town hoping for a planned commonsense approach to upgrading our neighborhoods and services. I, as well as many other residents living near Huntersville-Concord, Glendale and Asbury Chapel, have concerns with the traffic and congestion that will come along with the burst of housing developments and the village. Growth is imminent and expected in a town where the population has grown so rapidly. The current approved developments will add thousands of new homes to the east side and this doesn't take into consideration the developments that will more than likely come in the next 5 to 10 years. Over the last 15 to 20 years certain areas of Huntersville have grown to the point of bursting at its seams. I don't understand how the reality of this growth and the knowledge of what is on the books and the probability of more to come why nothing has been done to upgrade the Town's infrastructure. Thousands of homes have been built on two-lane country roads. There's also an obvious lack of connectivity which would give access to thoroughfares thereby easing some of the congestion created by such rapid growth. We hear about and see studies, planning and a lot of talk about what may or may not be done to address these issues. What we don't see are actual projects becoming reality. If infrastructure would have been addressed years ago we would be ahead of the game and these problems would not have gotten to their current magnitude. At what point have we wasted too much time and spent too much money planning, paying consulting firms and hem hauling around. I say all this to get to my main question. What commitment is the Town going to make to the residents of East Huntersville to ensure that the development of Vermillion Village and other approved housing developments and the congestion they are going to bring will be addressed, not studied for 10 years, but immediately addressed. We know that's coming. The mill has been talked about for 20 years. It's not something that has recently come up. For once why not be proactive instead of reactive. Mr. Cox, Mr. Buchanan, Mr. Simoneau, what commitment will you make to get in the game and produce safe, reliable solutions to the overwhelming growth coming to east Huntersville. Please don't leave us to fend for ourselves and live in a gridlocked community like so many other areas of Huntersville.

Commissioner Bales said I have a question regarding Mr. Dawson's question. If you were to do the traffic circle.....

Max Buchanan, Public Works Director/Town Engineer, said a traffic circle won't work. DOT has already been consulted and they will not consider a traffic circle due to the volume of traffic now and volumes projected. I think the issue the gentleman referred to is some improvements that are being requested.

Cinnabar is a function of the laneage, the number of lanes coming out of the new development. There's a lane out, there's a lane in and there's a left-turn lane out there. The right lane is being reserved but not constructed. So you've got a lane out and a lane in and you've got a left-turn lane in the middle. You've got two lanes on the opposite side of Huntersville-Concord on Cinnabar. Those through lanes have to line up, so you have to widen Cinnabar to some degree in order for the lane to come out of the new development and go into Cinnabar or the lane coming out of Cinnabar across Huntersville-Concord into the new development, they have to line up because there's a left-turn lane in the middle in the new development side. You have to do widening on Cinnabar to get those to line up. The question is how fast can you taper those three lanes into two, you've got to do that in the depth of Cinnabar. It's just some engineering exercise.....there's minimum taper lengths. We believe you can do all the improvements without moving the sidewalks back into the existing yards. You will lose some trees between the back of curb and the sidewalk.

*Commissioner Kidwell entered the meeting.*

Commissioner Bales said but it does lose parking.

Mr. Buchanan said it would be parking restricted probably back to that first alley.

Commissioner Bales said is there a median in the center of that.

Mr. Buchanan said no.

Commissioner Bales said so we really would just be utilizing the space, the parking spaces now.

Mr. Buchanan said you would basically be losing your planting strip, your green space between the back of curb and the sidewalk. Leave the sidewalks where they are, move the curb out to the face of the sidewalk.

Commissioner Bales said so lose the parking places and lose the grass between the curb and the sidewalk.

Mr. Buchanan said for about 150' – 200' into Cinnabar. I think it's the alley – that first alley is probably 100'. Again, it's an engineering exercise. There's minimum taper lengths that you have to have.

Commissioner Bales said it does answer my question especially understanding that the roundabout won't work in this particular instance.

Mr. Buchanan said to have a multi-lane roundabout you would have to widen Huntersville-Concord to multi-lanes before the roundabout and after the roundabout, so it blows this whole development up.

Nate Bowman said this is one of the areas that we're still trying to negotiate. At the NCDOT meeting my son showed a drawing where we wanted to line up the two roads by widening just kind of at the mouth of Cinnabar which would probably take out at least one of the entry monuments and then taper it back in and there would have been a very tiny split median to line the roads up. They said they would consider that as opposed to my nuclear option which is take out eight 40' tall trees and move the curb back. And my suggestion is they allowed us to do this on the other side with the right-hand storage lane. We said we don't want to blow this shopping center up and make it look like something by the interstate. They allowed us to reserve a future right-hand turn lane if what we proposed did not work,

so we have done that and what we really want to ask again and we're going to be putting stakes in the ground and taking some of the members of your Planning staff out to Cinnabar to look at it on the field, what we are asking is that we do a Phase One approach and try it our way, line the roads up and if it doesn't work, Phase Two will already be there designed, so we know what will have to happen. And you give something a little bit of time to see if it's going to work, not the first month or two, let things settle down, so we want to try a phased approach here. So that's one of the things that we are still working on. We think it's worth it for the neighborhood to try. Our streets are narrow to restrict traffic and be more pedestrian friendly and we don't want to give that up without trying a more minimalist approach. We'll be on record saying if it doesn't work, we are prepared to do Phase Two.

In general, Stephen's right, I think we are probably 80 percent of the way there, but of course we serve two masters, the Town and NCDOT, so my traffic engineer took today Stephen's and Stephen's was all in blue which is very nice and then we had to add what NCDOT actually wants in red. So some of it is things that we were already agreeing to.....increasing storage lanes on Huntersville-Concord and on Glendale so even though there's a lot of red.....just said well Huntersville only requires this for the TIA but NCDOT wants more and in that meeting we agreed to a lot of that. Still a question for us is the left-hand turn from Huntersville-Concord onto Asbury and I will have my traffic engineer at the Planning Board meeting and at the final meeting. We just don't see how we're impacting that intersection at all and NCDOT was in favor of us doing two improvements at Hiawassee and we were more comfortable with that. We want to go back at Planning Board and then before we come meet with you, review the Town's request, NCDOT's and what the TIA actually said....we're pretty close, 80 percent of the way is almost home.

Commissioner Boone said I've got two questions and then I have a TIA question. The east part of where the water tower is, why isn't that road straight like all the other ones. It seems like that one street is kind of not lining up with everybody. Is there any reason for that.

Mr. Bowman said I'll have my son look at it. It looks pretty straight to me.

Commissioner Boone said if you were going to make an 18 wheeler refrigerated truck delivery, how would you get into that big orange square. What was the best way to get in there.

Mr. Bowman said we know the trucks for the grocery store are going to come in through the traffic light, around the traffic circle, which is mountable and into there. That's the route and our grocery store client has already seen that and is happy with that.

Commissioner Boone said my other question, the TIA, the off-site roadway improvement slide that you showed that had all the improvements.....you see where the traffic circle is on Old Statesville Road.

Mr. Trott said that's the Main Street project, that's just giving you a general location of where it is.

Commissioner Boone said tell me how the people that are in Sherwood Forest and Shepherds Vineyard are going to be able to get across Old Statesville Road to walk to the supermarket or any other businesses over there.

Mr. Bowman said Sherwood Forest they shouldn't even have to go through the roundabout. That roundabout is going to have sidewalks.

Mr. Buchanan said as part of the Main Street project there's sidewalks.....again I'll have to look at it in relation to Shepherds, the road that serves that development, but the roundabout at Main Street and Fourth Street which crosses the railroad track into the site all will have pedestrian accommodations as part of the Main Street project. We are doing all improvements to Ramah, so there would be sidewalks on 115 to the roundabout, through the roundabout, up Fourth Street, across the railroad tracks, into the development.

Joe Sailors said all I ask is when you come to the Planning Board explain to me what the black structure is on the plan.

Mr. Bowman said it's a public street and they have two options that they are considering. It's a critical spot and it's been a design issue simply because of the Town rules, but they are going to have to live with the Town rules, so we're giving them a couple of options.

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

Commissioner Bales made a motion to bring Commissioner Guignard back.

Commissioner Phillips seconded motion.

Motion carried with five (5) yes votes.

#### **OTHER BUSINESS**

**Carolina Rapids Agreement.** Michael Jaycocks, Parks & Recreation Director, reviewed changes to the First Amendment to the Carolina Rapids Agreement since the last meeting. *Refer to revised agreement attached hereto as Exhibit No. 6.* Two of the issues that were brought up at the last meeting we feel like we addressed. One of the concerns was about the length of the agreement and another concern was if there's changes in participation within the Rapids organization. One of the things we looked at to try to address those two concerns is that at the end of the five year period if the Rapids do not have at least a minimum of 600 Huntersville residents in each season then the Town would have a right to cancel the agreement. The 600 number is how many residents they need to qualify for all the field time at Barry Park.

Commissioner Kidwell made a motion approve the First Amendment to the Carolina Rapids Agreement.

Commissioner Bales seconded motion.

Motion failed 2 to 3 – Commissioners Kidwell and Bales in favor; Commissioners Boone, Guignard and Phillips opposed.

**Contract to Purchase Parcels – Town Center.** Bob Blythe, Town Attorney, explained this is a contract from an authorization that the Board gave instructing for negotiation to purchase certain portions of land to fill in the gaps around Town Center. The receiver for DSG Capital was able to get all of that property under its control and therefore we are entering into a formal contract to be approved. If you do approve it, it still requires approval from the federal court which is overseeing the receivership of that entity.

Commissioner Phillips made a motion to authorize the Contract to Purchase certain parcels of land in or around Town Center.

Commissioner Guignard seconded motion.

Motion carried with five (5) yes votes.

*Contract to Purchase attached hereto as Exhibit No. 7.*

**Resolution Intent to Close and Abandon.** Commissioner Phillips made a motion to adopt resolution of intent to close and abandon Eight Avenue and portions of Steel Street and call a public hearing for Monday, June 5, 2017 at 6:30 p.m. at Huntersville Town Hall on the question of closing and abandoning such portions.

Commissioner Kidwell seconded motion.

Motion carried with five (5) yes votes.

*Resolution attached hereto as Attachment No. 8.*

#### **CONSENT AGENDA**

**Approval of Minutes – March 20.** Commissioner Guignard made a motion to approve the minutes of the March 20, 2017 Regular Town Board Meeting. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Approval of Minutes – April 3.** Commissioner Guignard made a motion to approve the minutes of the April 3, 2017 Regular Town Board Meeting. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Approval of Minutes – April 17.** Commissioner Guignard made a motion to approve the minutes of the April 17, 2017 Regular Town Board Meeting. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Award Resurfacing Contract.** On April 21, 2017 quotations were received at Engineering & Public Works for the 2017 Westside Resurfacing. This project is part of the on-going efforts by the Town to maintain our public roadway system.

It is staff's recommendation that the project be awarded to the lowest responsible quote provider, Blythe Construction, Inc., with a quotation of \$433,687.80.

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

Contract completion date for the resurfacing project is July 31, 2017.

Commissioner Guignard made a motion to authorize award of the Town of Huntersville 2017 Westside Resurfacing Contract to Blythe Construction, Inc. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

*Bid Tabulation and Map attached hereto as Exhibit No. 9.*

**Accept Streets for Maintenance – Beckett Subdivision.** Commissioner Guignard made a motion to accept streets in Beckett subdivision for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Serene Meadow Drive	Gilead Rd.	Halcyon Dr.	240 Ft
Halcyon Drive	Garden Hill Dr.	150 ft E of Quilbray Dr.	2,670 Ft
Repose Lane	Halcyon Dr.	Halcyon Dr.	750 Ft
Garden Hill Drive	110 ft W of Halcyon Dr.	Connor Glenn Dr.	2,030 Ft
Connor Glenn Drive	Garden Hill Dr.	Garden Hill Dr.	285 Ft
Myston Lane	160 ft S of Halcyon Dr.	Quilbray Dr.	1,910 Ft
Vesper Drive	Myston Ln.	Halcyon Dr.	540 Ft
Bramfield Drive	Myston Ln.	110 ft SE of Amata Dr.	1,230 Ft
Amata Lane	Bramfield Dr.	150 ft SW of Bramfield Dr.	150 Ft
Quilbray Drive	Myston Ln.	170 ft S of Halcyon Dr.	1,090 Ft

**Accept Streets for Maintenance – Birkdale Grove.** Commissioner Guignard made a motion to accept streets in Birkdale Grove subdivision for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Autumn Cove Lane	260 ft SW of Chatham Glen Dr.	720 ft NE of Chatham Glen Dr.	980 Ft
Chatham Glen Drive	Autumn Cove Ln.	150 ft SE of Autumn Cove Ln.	150 Ft

**Accept Street for Maintenance – Birkdale Commons Parkway Extension.** Commissioner Guignard made a motion to accept Birkdale Commons Parkway Extension for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Birkdale Commons Parkway (extension)	Chatham Glen Dr.	Babe Stillwell Farm Rd.	1,130 Ft

**Accept Streets for Maintenance – Holly Crest Apartments.** Commissioner Guignard made a motion to accept streets in Holly Crest Apartments subdivision for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Holly Crest Lane	Rich Hatchet Rd.	370 ft S of Holly Point Dr.	1,050 Ft
Holly Center Drive	365 ft S of Holly Crest Ln.	780 ft NE of Holly Crest Dr.	1,145 Ft

**Accept Streets for Maintenance – Pavilion.** Commissioner Guignard made a motion to accept streets in Pavilion subdivision for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Pavilion Estates Drive	Huntersville-Concord Rd	Pavilion Estates Dr.	3,725 Ft
Pavilion Hill Circle	Pavilion Estates Dr.	Pavilion Estates Dr.	530 Ft
Pavilion Glen Street	Pavilion Estates Dr.	260 ft NW of Pavilion Estates Dr.	260 Ft
Pavilion Valley Circle	Pavilion Estates Dr.	Pavilion Estates Dr.	500 Ft
Pavilion Loop Drive	Pavilion Estates Dr.	Pavilion Estates Dr.	550 Ft

**Accept Streets for Maintenance – Stillwell Village.** Commissioner Guignard made a motion to accept streets in Stillwell Village subdivision for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Birkdale Commons Parkway	Babe Stillwell Farm Rd.	150 ft SW of Tiger Paw Rd.	795 Ft
Tiger Paw Road	160 ft W of Stilling St.	230 ft E of Birkdale Commons Parkway	575 Ft
Stilling Street	Birkdale Commons Parkway	Tiger Paw Rd.	560 Ft

**Accept Streets – Tanners Creek.** Commissioner Guignard made a motion to accept streets in Tanners Creek subdivision for Town maintenance. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

Street Name	From	To	Approx. Length
Summer Serenade Drive	Tidal Court	Journey's End Trail	1,780 Ft
Tanners Creek Drive	Regal Lily Ln	160 ft W of Summer Serenade Dr.	760 Ft
Regal Lily Lane	Summer Serenade Dr.	Palomar Dr.	1,200 Ft
Bell Song Lane	Regal Lily Ln.	Regal Lily Ln.	285 Ft
Palomar Drive	Tanners Creek Dr.	155 ft E of Regal Lily Ln.	910 Ft

**Call for Public Hearing – Petition #ANNEX16-01.** Commissioner Guignard made a motion to call a public hearing for Monday, June 5, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #ANNEX16-01, Skybrook North Phase 4, to annex 5.901 acres (non-contiguous) into the Town of Huntersville. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Call for Public Hearing – Petition #TA17-03.** Commissioner Guignard made a motion to call a public hearing for Monday, June 5, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #TA17-03, a request by the Town of Huntersville Planning Board to amend Article 11.4.2(b).1 to modify the term limits for members from within the Town Limits and Article 11.4.7(b) to modify the number of times the Planning



Board may defer action on a request and 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. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Call for Public Hearing – Petition #R17-01.** Commissioner Guignard made a motion to call a public hearing for Monday, June 5, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #R17-01, Valencia Phase 1J, a request by Bowman Development to rezone +/- 37.77 acres located along the northern portion of Holbrooks Road from Transitional Residential to Neighborhood Residential Conditional District. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Call for Public Hearing – Budget.** Commissioner Guignard made a motion to call a public hearing for Monday, May 15, 2017 at 6:30 p.m. at Huntersville Town Hall to receive comments on the proposed budget for Fiscal Year 2017-2018. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Budget Amendment – Parks & Recreation.** Commissioner Guignard made a motion to approve budget amendment appropriating Sponsorship revenue in the amount of \$5,000 to the Downtown Festival account. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

**Uveal Melanoma Cluster Testing.** Commissioner Guignard made a motion to approve proposal from Invitae Corporation to provide germ line genetic testing for patients associated with the Huntersville uveal melanoma cluster. Commissioner Phillips seconded motion. Motion carried with five (5) yes votes.

*Proposal attached hereto as Exhibit No. 10.*

#### **CLOSING COMMENTS**

Mayor Aneralla reminded everyone of upcoming events.

There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Gerry Vincent  
**Subject:** Approve Budget Amendment recognizing revenue and expense to pay demolition and removal of debris for Main Street Upgrade

---

Residential rental property receipts through ten months this fiscal year have generated \$17,520 (and are expected to generate an additional \$3000 each month for May and June). This budget amendment authorizes the Interim Town Manager to spend the \$23,520 rental income to initiate removal of those houses in preparation for the Main Street Upgrade.

**ACTION RECOMMENDED:**

Approve budget amendment.

**FINANCIAL IMPLICATIONS:**

No change to fund balance.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman  
**Subject:** Approve Budget Amendment for the accounting treatment of FY 2017 financing and refinancings

---

Our original FY 2017 budget was adopted by the Town Board approving the financing of Police cars and related equipment, which has occurred. Additionally, the Town advance refunded the 2008 Bonds issued in September, 2016 saving \$373,049 over the remaining twelve year term of the bonds.

Our auditors have performed interim fieldwork and have recommended that for this year and future years, the most technically accurate accounting treatment of leasing or financing is to budget the expense of purchasing the vehicles and paying off the previous bonds and balancing the budget with an offsetting revenue of debt financing of the same amount. This item has no impact to fund balance, merely more accurately creates a budget for financing the vehicles and refinancing the bonds.

**ACTION RECOMMENDED:**

Amend the FY 2017 budget for the financing of police vehicles and related equipment and refinancing the 2008 bonds.

**FINANCIAL IMPLICATIONS:**

Amend budget by \$3,200,000 for the bond refinancing and \$650,000 for the police vehicle financing.

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Gerry Vincent  
**Subject:** Approve a Budget Amendment to purchase certain parcels of land in or around Town Center

---

At the May 1 Town Board meeting, the Town Board approved a Contract to Purchase certain parcels of land in or around Town Center. The anticipated purchase price approved by the Town Board was \$165,000. This budget amendment provides \$166,500 for the purchase of the parcels and allows for any closing costs on the purchase with the use of General Fund Balance.

**ACTION RECOMMENDED:**

Approve budget amendment.

**FINANCIAL IMPLICATIONS:**

Reduce General Fund Balance by \$166,500

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Jackie Huffman / Gerry Vincent  
**Subject:** Approve Budget Amendment transferring Commerce Station cumulative net tax receipts to the Capital Project Fund

---

The interlocal agreement between the Towns of Huntersville, Cornelius, and Davidson provide that the towns will share in the net proceeds generated by Commerce Station business park. In spite of tax receipts paid on some of the properties since 2007, no receipts have been distributed because the park infrastructure is not complete. This amendment will transfer to the Commerce Station Capital Project Fund (\$1,069,649) the cumulative balance of tax receipts generated by the park (net of incentives paid) from FY 2007 - 2016 to fund the current phase of road infrastructure.

**ACTION RECOMMENDED:**

Transfer \$1,069,649 from General Fund Balance, where the tax receipts are currently accounted for to the Commerce Station Capital Project Fund.

**FINANCIAL IMPLICATIONS:**

Reduce General Fund Balance by \$1,069,649 for net receipts generated by the Park (FY 2007 - FY 2016).

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Meredith Nesbitt  
**Subject:** TA17-04: Watershed Exemption

---

**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.

**ACTION RECOMMENDED:**

Call a Public Hearing to be held on June 19, 2017.

**FINANCIAL IMPLICATIONS:**

None

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Max Buchanan  
**Subject:** Construction Engineering and Inspection Services Contract- Commerce Station

---

To assist in the administration of the Commerce Station roadway project and to provide construction engineering and inspection (CEI) services for same, RFP's were solicited from multiple engineering firms.

With fee schedules for all being comparable, Kessell Engineering was selected for recommendation due to their past work history with the Town and local knowledge of all permitting agencies.

It is anticipated that requested services will average approximately 20 hours per week until the project is complete (Decemeber 31, 2017).

**ACTION RECOMMENDED:**

Authorize execution of Engineering Services Contract with Kessell Engineering to provide CEI services.

**FINANCIAL IMPLICATIONS:**

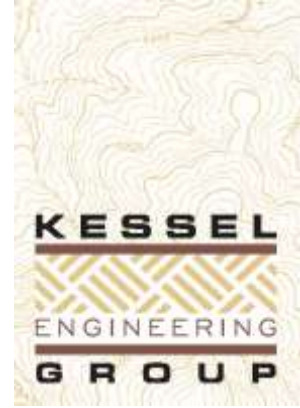
Commerce Station Capital Project Fund  
(\$50,000 or less)

**ATTACHMENTS:**

Description	Type
□ CEI Services (Kessel Engineering) - Commerce Station	Backup Material

May 5, 2017

Mr. Kevin Fox, P.E.  
Town Construction Engineer  
Town of Huntersville  
P.O. Box 664  
Huntersville, North Carolina 28070  
[kfox@huntersville.org](mailto:kfox@huntersville.org)



**Proposal for Construction Engineering and Inspection Services - REVISED  
Commerce Station Road Drive and Utility Extensions  
Huntersville, North Carolina  
KEG Proposal No. PM17-2683-01**

Mr. Fox,

Kessel Engineering Group, PLLC (KEG) is pleased to submit this revised proposal to provide construction engineering and inspection services for the Commerce Station Road Drive and Utility Extensions project located in Huntersville, North Carolina. Included in this proposal is a summary of the scope of services we can provide, and items relating to scheduling, compensation and authorization for providing the outlined scope of services.

**PROPOSED SCOPE OF SERVICES**

Based on information provided in the Request for Letter of Interest prepared by the Town of Huntersville and our experience with similar projects, we understand the following scope of services may be required during this project. KEG is equipped to provide these services at your request.

***Soil Testing and Earthwork Observations***

1. Provide geotechnical engineering consulting services for various geotechnical related issues as they arise during grading activities.
2. Observe proofrolling of the exposed soils after the existing topsoil is removed to locate areas which may require additional excavation or rework prior to fill placement.
3. Monitor excavating operations to determine when specified materials have been exposed and document quantities of material removed.
4. Perform laboratory compaction tests on representative fill soils in accordance with AASHTO T 99 (NCDOT requirement).
5. Perform field density tests to measure percent compaction being achieved during fill placement and backfill of utility lines. Frequencies of testing will be determined based on NCDOT requirements and testing will be performed by individuals certified by NCDOT for Conventional Density Testing.
6. Observe proofrolling of the subgrade prior to pavement construction.
7. Verify final grades of subgrade prior to final pavement construction.
8. Report daily soils testing and earthwork observations and results to your representative.

**KESSEL ENGINEERING GROUP**

224 ROLLING HILL ROAD, SUITE 3A | MOORESVILLE, NC 28117 | P:(704) 799-1014 F:(704) 799-1086  
[WWW.THEKESSELGROUP.COM](http://WWW.THEKESSELGROUP.COM)



### ***Erosion and Sediment Control Inspections***

1. Review the project erosion control plans to become familiar with the different erosion control phases and requirements applicable to the project.
2. Visit the site and perform inspections of erosion and sediment control measures at frequencies specified in the project documents. Inspections will be performed by a KEG representative that meets the minimum requirements outlined in the project specifications.
3. Perform inspections and, at a minimum, document the following:
  - Rainfall amounts since previous visit
  - Deviations from plans, if applicable
  - Needed maintenance
  - Items needing corrective action
  - Corrective action taken, if needed
  - Inspection of discharges
  - Visible evidence of sediment offsite, if present
4. Verbally communicate findings to the responsible party upon completion of inspection and prior to departing site.
5. Complete the proper paperwork upon completion of each inspection to be left on site.

### ***Cast-in-place Concrete***

1. Collect mix design and verify appropriate mix use during specific installation.
2. Obtain field samples and perform tests on plastic concrete including slump, air content (chace indicator and pressure method) and temperature in accordance with the frequencies outlined by NCDOT. Testing will be performed by NCDOT certified concrete field testing technicians.
3. Mold and cure 4 inch x 8 inch concrete cylinder specimens for compressive strength testing in accordance with the frequencies outlined by NCDOT.
4. Cure, test and report concrete specimen test results within 24 hours of strength testing.
5. Report daily concrete testing results and observations to your representative.

### ***Pavement Construction***

1. Perform laboratory compaction tests on representative samples of aggregate base course materials in general accordance with AASHTO T 180 procedure (NCDOT requirement).
2. Measure the stone thickness at various locations within the pavement areas to verify the in-place stone depth meets the minimum project requirement.
3. Perform field density tests on aggregate base course to measure the percent compaction achieved.
4. Observe proofrolling of the compacted aggregate base course material prior to asphalt placement.
5. Perform density tests on in-place asphalt pavement to measure percent compaction achieved. Testing will be performed at the time of placement using a nuclear gauge.

6. Obtain asphalt cores in general accordance with NCDOT requirements for asphalt paving and deliver cores to the laboratory for testing to verify density and asphalt thicknesses. Observations and testing will be performed by a KEG representative that is NCDOT Roadway Technician certified.
7. Verify final pavement surface elevations.
8. Report daily pavement construction observations and test results to the contractor and your representative.

To accomplish this scope of services, we will assign Mr. Ronald Anderson, P.E. to direct KEG's activities on this project. He has the responsibilities of reviewing the daily reports and test results prepared by our on-site personnel and providing properly trained personnel when needed. Test results will be provided to the contractor and Town of Huntersville representative daily by our on-site representative and transmittals will be issued weekly documenting that week's inspection activities and test results.

### **SCHEDULE AND COMPENSATION**

We will provide KEG personnel for this project as needed. We request 24 hours notice prior to providing on-call personnel to enable us to schedule the work efficiently. We also request a copy of the final project plans and specifications so that we can provide services that are responsive to the project requirements.


The fees for our services will be dependent upon the actual work performed and will be based on the unit rates provided on the attached fee schedule. Please note that overtime rates will apply for technician time in excess of 8 hours per day, weekends and during holidays. Overtime will be billed at 1.5 times the normal technician rate.

### **AUTHORIZATION**

To authorize us to provide the proposed services, please sign the attached Acceptance Sheet and return one copy to us. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Acceptance Sheet. Please note that the attached Terms and Conditions are a part of this proposal. If a purchase order is issued to us for providing the services outlined in this proposal, please reference the proposal number noted on this proposal and the date in the purchase order. Issuance of a purchase order will be an acceptance of this proposal and associated documentation, and considered authorization to provide the services outlined herein.

Kessel Engineering Group, PLLC appreciates the opportunity to offer our construction engineering and inspection services to you during this project. Please feel free to contact us if you have any questions or if we may be of further assistance.

Sincerely,  
**Kessel Engineering Group, PLLC**



Ronald L. Anderson, P.E.  
Senior Engineer

Attachments: 2017 KEG Fee Schedule  
Acceptance Sheet  
Terms and Conditions - REVISED

# KESSEL ENGINEERING GROUP, PLLC

## 2017 FEE SCHEDULE

### Commerce Station Road Drive and Utility Extensions

#### **ENGINEERING SERVICES**

Staff Engineer/Project Manager, per hour.....	\$70.00
Project Engineer, per hour.....	\$90.00
Senior Engineer, per hour.....	\$120.00
Word Processor, per hour.....	\$34.00
Mileage, per mile .....	\$00.60

#### **TECHNICIAN SERVICES**

Field Technician I, per hour <sup>1</sup> .....	\$36.00
Field Technician II, per hour <sup>1</sup> .....	\$42.00
Field Technician III, per hour <sup>1, 2</sup> .....	\$50.00
Survey Crew, per hour <sup>1</sup> .....	\$120.00
<b>Technician Overtime, 1.5 times hourly rate<sup>3</sup></b>	
Lab Manager, per hour .....	\$50.00
Mileage, per mile .....	\$00.60

#### **LABORATORY SERVICES**

##### **Soils Testing**

Natural Moisture Content (ASTM D 2216), each.....	\$10.00
Atterberg Limits Test (ASTM 4318), each .....	\$70.00
Grain Size, Wash No. 200 Sieve (ASTM D 422), each .....	\$55.00
Percent Finer than No. 200 Sieve (ASTM D 1140), each .....	\$40.00
Standard Proctor Compaction Test (ASTM D 698 or AASHTO T-99), each.....	\$110.00
Modified Proctor Compaction Test (ASTM D 1557 or AASHTO T-180), each.....	\$125.00

##### **Concrete/Masonry Testing**

Compression Test for Concrete Cylinders, each .....	\$10.00
Compression Test for Concrete Cores, each .....	\$15.00
Compression Test for Grout and Mortar Specimens, each .....	\$10.00

#### **SPECIALTY FIELD SERVICES**

##### **Pavement Testing**

Bulk Specific Gravity (ASTM D 1188), each.....	\$15.00
Core Drill/Generator, per day.....	\$80.00
Core Drill/Generator, per week.....	\$250.00
Bit Size Surcharge .....	(Diameter x Thickness x \$1.50)

##### **Non-destructive Testing**

Swiss Hammer, per day.....	\$25.00
Torque Wrench, per day.....	\$50.00
Ultrasonic Testing Equipment, per hour .....	\$15.00

Note: 1. Hourly rates apply for load up time, testing and observation time, travel time, and field report time. Measurement of concrete slump, temperature, air content and fabrication of test cylinders is included in technician hourly rate. Similarly, observation of proofrolling and performance of field density tests is included in hourly rates.

2. Includes Special Inspector or NCDOT Certified Technician

3. Overtime is defined as time in excess of 8 hours per day and time on Saturdays, Sundays and/or holidays.

*Items not listed on this Fee Schedule will be quoted upon request. Miscellaneous expenses will be invoiced at our cost plus 15 percent.*

KESSEL ENGINEERING GROUP, PLLC  
224 Rolling Hill Road, Suite 3A  
Mooresville, North Carolina 28117

Phone (704)-799-1014  
Fax (704)-799-1086

## ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for our services as outlined in the attached proposal. Compensation for our construction engineering and inspection services will be based on the actual work performed and will be based on the unit rates provided on the attached fee schedule. Please note that the Terms and Conditions are a part of this contract. Please list any exceptions or special requirements in the space provided below under "Special Instructions". If applicable, please also provide a distribution list of individuals to whom we should send a carbon copy of transmittals in reference to this project. This will aid in our distributing information to the appropriate individuals in a timely manner.

**Proposal for Construction Engineering and Inspection Services - REVISED**  
**Commerce Station Road Drive and Utility Extensions**  
**Huntersville, North Carolina**  
**KEG Proposal No. PM17-2683-01**

### WORK AUTHORIZED BY:

### REMIT INVOICE TO: (if different)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Billing Contact, Phone Number \_\_\_\_\_

Billing Contact, Phone Number \_\_\_\_\_

### SPECIAL INSTRUCTIONS:

---

---

---

---

---

---

---

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Kessel Engineering Group, PLLC, through and by its officers, employees and subcontractors, (hereinafter KEG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Client agrees to pay KEG's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if KEG's fee is collected through an attorney. No deduction shall be made from invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, KEG may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by KEG within 60 days of Client's receipt of KEG's invoice. Invoices will be sent approximately monthly for the services performed.
3. **STANDARD OF CARE.** KEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of KEG's profession practicing in the same or similar locality at the time of service. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.**
4. **INSURANCE.** KEG maintains insurance coverage as follows:
  - a. Worker's Compensation Insurance.
  - b. Employer's Liability Insurance.
  - c. Commercial General Liability Insurance.
  - d. Professional Errors and Omission.Certificates of Insurance can be provided upon acceptance of this agreement and upon request.

5. **PROFESSIONAL LIABILITY.** For additional consideration from KEG of \$10.00, receipt of which is hereby acknowledged, Client agrees that KEG's liability, and that of its officers, directors, employees, agents and subcontractors, to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract by KEG will be limited to an aggregate of \$10,000 or KEG's total charges, whichever is greater. If Client prefers to have higher limits of professional liability, KEG agrees to increase the aggregate limit, up to a maximum of \$100,000, upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of 5% of total charges, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by KEG and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law.
6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

KEG's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. KEG's field personnel will avoid hazards or utilities which are visible to them at the site. If KEG is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, we will give special instructions to our field personnel. KEG is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of KEG's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify and hold KEG, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees.

KEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in KEG's proposal, KEG's charges do not include cost of restoration due to any related damage which may result. If Client requests KEG to repair such damage, KEG will do so at an appropriate additional cost.

Field tests or boring locations described in KEG's report or shown on sketches are based on specific information furnished by others or estimates made in the field by KEG personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in KEG's proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of KEG or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by KEG be involved in the project, Client will advise such contractor(s) that KEG's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of KEG's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of KEG) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that KEG will not be responsible for job or site safety or security on the project, other than for KEG's employees and subcontractors, and that KEG does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing KEG's services. If this occurs, KEG will promptly notify and consult with Client, but will act based on KEG's sole judgment where risk to KEG personnel is involved. Possible actions could include:
  - a. Complete the original Scope of Services in accordance with the procedures originally intended in KEG's proposal, if practicable in KEG's judgment;
  - b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
  - c. Terminate the services effective on the date specified by KEG in writing.
9. **DOCUMENTS.** KEG will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:
  - a. All documents generated by KEG under this Agreement shall remain the sole property of KEG. Any unauthorized use or distribution of KEG's work shall be at Client's and recipients sole risk and without liability to KEG. KEG may retain a confidential file copy of its work product and related documents.
  - b. If Client desires to release, or for KEG to provide, our report(s) to a third party not described above for that party's reliance, KEG will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that KEG's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for KEG and by this request Client waives any such claim if KEG complies with the request.

- c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by KEG pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without KEG's prior written approval.
- d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by KEG for proper performance of our services. KEG may rely upon Client-provided documents in performing the services required under this Agreement; however, KEG assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but KEG may retain one confidential file copy as needed to support its report.
- e. Upon Client's request, KEG's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by KEG in its files, with at least one written copy provided to Client, shall be the official base document. KEG makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to KEG's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to KEG. Such magnetic copy is subject to all other conditions of this Agreement.
10. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
11. OPINIONS OF COST. If requested, KEG will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, KEG's designs or KEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with KEG. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond KEG's control.
12. TESTIMONY. Should KEG or any KEG employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and KEG is not a party in the dispute, then KEG shall be compensated by Client for the associated reasonable expenses and labor for KEG's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides KEG such compensation, Client will receive a credit or refund on any related double payments to KEG.
13. CONFIDENTIALITY. KEG will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
14. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina.
15. PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS. The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and KEG. Client may issue purchase orders to KEG to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void.
16. SURVIVAL. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and KEG shall survive the completion of the services and the termination of this Agreement.
17. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
18. ASSIGNMENT. This Agreement may not be assigned by either party without the prior permission of the other.
19. CONSIDERATION. The parties agree that the charges for KEG's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
20. INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
21. IRAN DIVESTMENT ACT. KEG shall not be listed on the Final Divestment List ("**Divestment List**") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* ("**Iran Divestment Act of 2015**"). KEG shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.
22. NC E-VERIFY. KEG shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if KEG utilizes a subcontractor, KEG shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

END OF DOCUMENT

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**5/15/2017**

**REVIEWED:**

**To:** The Honorable Mayor and Board of Commissioners  
**From:** Tim Kopacz, ElectriCities Electric Systems Manager  
**Subject:** Renewable Energy Portfolio Standards (REPS) Rider

---

Senate Bill 3 was passed by the NC General Assembly in 2007 to promote the development of renewable energy and energy efficiency in the state through the implementation of renewable energy and energy efficiency portfolio standards (REPS).

All electric utilities in NC are required to comply with Senate Bill 3.

North Carolina Municipal Power Agency Number 1 has implemented renewable generation and demand side energy efficiency programs on behalf of its member towns and cities to meet these state-mandated requirements. The cost of these programs is billed to Huntersville on the monthly wholesale power bill. The REPS Rider is designed to recover the cost of these programs through a monthly charge on retail customer electric bills. This charge would be effective with customer bills in the July 2017 billing cycle. The charge varies by customer classification as follows:

Residential	\$0.62 per month (increased from \$0.61)
Commercial	\$3.39 per month (increased from \$2.95)
Industrial	\$34.92 per month (increased from \$30.41)

These charges enable the Town of Huntersville to meet its REPS compliance obligations for 2017-2018. These charges may change in 2018 and subsequent years.

**ACTION RECOMMENDED:**

Approval of Electric Rate Rider REPS.

**FINANCIAL IMPLICATIONS:**

Approval of this Rider will enable recovery of approximately \$42,000 in charges to the electric fund for 2017-2018.

**ATTACHMENTS:**

Description	Type
□ Electric Rate Rider REPS	Backup Material

Town of Huntersville  
Electric Rate Rider REPS  
Renewable Energy Portfolio Standards (REPS) Charge

**Applicability**

The Renewable Energy Portfolio Standards Charge set forth in this Rider is applicable to all customer accounts receiving electric service from the Town of Huntersville (“Town”), except as provided below. These charges are collected for the expressed purpose of enabling the Town to meet its Renewable Energy Portfolio Standards compliance obligations as required by the North Carolina General Assembly in its Senate Bill 3 ratified on August 2, 2007.

**Billing**

Monthly electric charges for each customer account computed under the Town’s applicable electric rate schedule will be increased by an amount determined by the table below:

<u>Customer Type</u>	<u>Monthly Charges</u>		
	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>	<u>Total REPS Charge</u>
Residential Account	\$ 0.62	\$ 0.00	\$ 0.62
Commercial Account	\$ 3.39	\$ 0.00	\$ 3.39
Industrial Account	\$34.92	\$ 0.00	\$34.92

**Exceptions**

Industrial and Commercial Customer Opt-out

All industrial customers, regardless of size, and large commercial customers with usage greater than one million kWh’s per year can elect not to participate in Town’s demand-side management and energy efficiency measures in favor of its own implemented demand-side management and energy efficiency measures by giving appropriate written notice to the Town. In the event such customers “opt-out”, they are not subject to the DSM/Energy Efficiency portion of the charges above. All customers are subject to the Renewable Resources portion of the charges above.

Auxiliary Service Accounts

The following service schedules will not be considered accounts because of the low energy use associated with them and the near certainty that customers served under these schedules already will pay a per account charge under another residential, commercial or industrial service schedule:

- Outdoor Lighting Service (metered and unmetered)
- Street and Public Lighting Service
- Traffic Signal Service

**Sales Tax**

Applicable North Carolina sales tax will be added to charges under this Rider.

Effective for service rendered after July 1, 2017.

Adopted \_\_\_\_\_, 2017.