

Mayor
John Aneralla

Mayor Pro-Tem
Danny Phillips

Commissioners
Melinda Bales
Dan Boone
Mark Gibbons
Charles Guignard
Rob Kidwell



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

AGENDA
Regular Town Board Meeting
June 19, 2017 - 6:30 PM
TOWN HALL (101 Huntersville-Concord Road)

I. Pre-meeting

- A. Closed Session - Personnel. (5:00 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, Huntersville Ordinances Advisory Board)
- D. Commissioner Gibbons (NC 73 Council of Planning, Veterans Liaison)
- E. Commissioner Guignard (Centralina Council of Governments, Planning Coordinating Committee)
- F. Commissioner Kidwell (Charlotte Regional Transportation Planning Organization, Olde Huntersville Historic Society)
- G. Commissioner Phillips (Lake Norman Chamber Board, Visit Lake Norman Board)

VI. Public Comments, Requests, or Presentations

- A. Presentation of Proclamation to North Mecklenburg Volunteer Rescue Squad.

VII. Agenda Changes

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

VIII. Public Hearings

- A. Conduct public hearing 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*)

IX. Other Business

- A. Consider adopting an Ordinance Ordering the Repairs and Closing of the unit located at 110 S. Main Street pursuant to the Nonresidential Building Code, Chapter 152 of the Code of Ordinances. (*Jack Simoneau*)

X. Consent Agenda

- A. Approve the minutes of the June 5, 2017 Regular Town Board Meeting. (*Janet Pierson*)
- B. Authorize execution of contract with CivicPlus, Inc. to provide website design services. (*Christina Schildgen*)
- C. Approve budget amendment to allow for additional purchased power and electric sales. (*Jackie Huffman/Tim Kopacz*)
- D. Approve budget amendment recognizing auto insurance revenue in the amount of \$1,876.40 and appropriate to the Police Department's auto insurance account. (*Jackie Huffman/Chief Spruill*)
- E. Approve budget amendment recognizing future revenue and expenses associated with hosting the USA Zone Diving Championships. (*Jackie Huffman/Dee Jetton*)
- F. Authorize the Mayor to execute deed transferring right-of-way (Parcel 017-105-02, Holbrook Street) to NCDOT. (*Bob Blythe*)

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
6/19/2017

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:

Hold a Public Hearing on June 19, 2017.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

Description	Type
☐ TA 17-04 Watershed Exemption - PH Staff Report	Staff Report
☐ Attachment A -Text Amendment Application	Exhibit
☐ Attachment B - Proposed Ordinance Language	Exhibit
☐ Attachment C - Timeline of Watershed Overlay Districts Amendments	Exhibit
☐ Attachment D - Residential Subdivisions Approved Prior to Watershed Ordinance Map	Exhibit
☐ Attachment E - November 20, 2006 Town Board Meeting Minutes	Exhibit

TA #17-04 Amend Article 3.3.2.2(b) and Article 3.3.3.2(b): Watershed Overlay Exemptions

PART 1: DESCRIPTION

Text Amendment, TA #17-04, 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 Overlay District regulations. See Attachment A for application and Attachment B for proposed language.

PART 2: BACKGROUND

Article 3.3.2 *Mountain Island Lake Watershed Overlay District* and Article 3.3.3 *Lake Norman Watershed Overlay District* of the Town Zoning Ordinance were adopted in October 1993 to provide protection of public water supplies as required by the North Carolina Water Supply Watershed Classification and Protection Act (1992).

Since 1993, the Town of Huntersville has processed four text amendments to the Watershed Overlay Districts; see Attachment C for a timeline of amendments. Notably, in 2006 the Watershed Overlay Districts' exceptions to applicability was not applicable to multiple contiguous lots under single ownership. Therefore, if a lot existed prior to the watershed regulations but someone owned more than one lot side-by-side they were no longer exempt from the standards of the Watershed Overlay Districts. This became an issue for staff as development in subdivisions such as Biltmore Park increased with the extension of Charlotte Water lines. Attachment D provides a map of residential subdivisions that existed prior to the adoption of the watershed regulations.

Biltmore Park and Norman Park were subdivided in the late 1960's with, typically, 50' wide by 150' long lots. The restrictive covenants (while not publicly enforced) requires property owners to combination at least two lots in order to build a single-family home. Prior to 2006, the combination of lots eliminated the exception to applicability, found in the ordinance, causing all development to be subject to built-upon area standards.

In 2006, staff proposed a text amendment to the watershed exceptions to applicability sections to remove the provision of applicability for multiple existing lots under single ownership. However, at the November 20, 2006 Town Board meeting concern was raised over eliminating this language, see Attachment E for Town Board Meeting Minutes.

Ultimately, the Text Amendment was approved with modified language that limited the exemption of Watershed Overlay District regulations to no more than two contiguous existing lots under single ownership. Therefore, if you own two contiguous existing lots development could be exempt from the Watershed Overlay District requirements but if you own three or more contiguous existing lots development could not be exempt. Since 2006, Town staff has not seen development patterns that suggest owners of existing lots are taking advantage of the being exempt from watershed overlay built upon area standards, which was some of the concern raised.

The modified text amendment exemption has been the most difficult to apply to the Biltmore Park and Norman Park subdivisions. Staff is aware of a situation in Biltmore Park where three contiguous existing lots under single ownership is prohibiting the owners from being able to put in a pool due to impervious restrictions. Whereas, in the same neighborhood a property owner having only two lots would not face the same impervious restrictions.

The current text amendment request is seeking to remove language that restricts the exception of applicability for the watershed overlay districts for existing contiguous lots under single ownership. If approved, lots existing prior to

the effective date of the Watershed Overlay Districts would be exempt from applicability for the first development permit, regardless of contiguous ownership.

The HOAB reviewed the proposed amendment at their May 4, 2017 meeting and recommended approval of the text amendment request as presented in Attachment B.

PART 3: RELEVANT HUNTERSVILLE 2030 COMMUNITY PLAN AND APPLICABLE LONG RANGE PLAN SECTIONS

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

Police H-10: Redevelopment Areas— Support redevelopment of older established residential areas, consistent with adopted plans, Zoning Ordinance and Subdivision regulations.

Policy ED-14: Development Review Process – Support efforts to improve efficiency and responsiveness of development review process for development proposals.

PART 4: STAFF RECOMMENDATION

Since adoption in 1993, the Mountain Island Lake and Lake Norman Watershed Overlay Districts have exempted existing lots of record from applicability of the watershed development standards (except in regards to buffer requirements). Over the years, single ownership of contiguous existing lots of record have become a difficult issue in administering watershed overlay regulations.

Considering the fact that existing lots of record are currently exempt from watershed overlay standards restricting built upon area allowance and the development patterns occurring in subdivisions such as Biltmore and Norman Park, staff does not see the need to restrict the contiguous ownership of existing lots of record in regards to watershed overlay applicability. Therefore, staff recommends approval of the text amendment as presented.

PART 5: PUBLIC HEARING

The Public Hearing will be held on June 19, 2017.

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board is scheduled to hear this text amendment on June 27, 2017.

PART 7: ATTACHMENTS

Attachment A: Text Amendment Application
Attachment B: Proposed Ordinance Language
Attachment C: Timeline of Watershed Overlay Districts Amendments
Attachment D: Residential Subdivisions Approved Prior to Watershed Ordinance Map
Attachment E: November 20, 2006 Town Board Meeting Minutes

PART 8: STATEMENT OF CONSISTENCY – TA #17-04

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed amendment, TA 17-04, to amend Article 3.3.2.2(b) and Article 3.3.3.2(b) of the Zoning Ordinance, the Planning staff finds the amendment consistent with the Town of Huntersville 2030 Community Plan and recommends approval.</p> <p>It is reasonable and in the public interest to amend the Zoning Ordinance because since adoption of the watershed overlay district regulations, existing lots of record have been exempt from built upon area development standards.</p>	<p>APPROVAL: In considering the proposed amendment, TA 17-04, to amend Article 3.3.2.2(b) and Article 3.3.3.2(b) of the Zoning Ordinance, the Planning Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u></p> <p>It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)</p>	<p>APPROVAL: In considering the proposed amendment, TA 17-04, to amend Article 3.3.2.2(b) and Article 3.3.3.2(b) of the Zoning Ordinance, the Town Board approves the request based on the amendment being consistent with <u>(insert applicable plan reference)</u></p> <p>It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)</p>
	<p>DENIAL: In considering the proposed amendment, TA 17-04, to amend Article 3.3.2.2(b) and Article 3.3.3.2(b) of the Zoning Ordinance, the Planning Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>.</p> <p>It is not reasonable and in the public interest to amend the Zoning Ordinance because....(Explain)</p>	<p>DENIAL: In considering the proposed amendment, TA 17-04, to amend Article 3.3.2.2(b) and Article 3.3.3.2(b) of the Zoning Ordinance, the Town Board denies the request based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>.</p> <p>It is not reasonable and in the public interest to amend the Zoning Ordinance because....(Explain)</p>



Text Amendment Application

Incomplete submissions will not be accepted.

Applicant Data

Date of Application 5/1/2017

Name Huntersville Planning Department

Address 105 Gilead Rd, 3rd Floor, Huntersville, NC 28078

Phone Number (home) 704-875-7000 (work) 704-875-7000

Email: mnesbitt@huntersville.org

Fee

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

Type of Change

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

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

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

Proposed text amendment will affect the following:

Ordinance: Zoning Article: 3 Section: 3.3.2.2(b) and 3.3.3.2(b)

Current Text: See attachment

Proposed Text: See attachment

Reason for requested change (attach additional sheets if necessary): Request by Town of Huntersville to modify the exception to applicability section of the Mountain Island Lake and Lake Norman Watershed regulations to allow existing lots, no matter the number of contiguous ownership to be exempt from regulations for single family residential purposes.

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

Signatures

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

Applicant Signature: *Meredith Nesbitt*

Date: 5/1/2017

Contact Information

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

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

AN ORDINANCE TO AMEND ARTICLE 3.3.2.2(b), *Mountain Island Lake Watershed Overlay District Exceptions to Applicability* and ARTICLE 3.3.3.2(b), *Lake Norman Watershed Overlay District Exceptions to Applicability*

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

Article 3.3.2

.2 Exceptions to Applicability:

- a) Existing development, as defined in Section 12.2.3, is not subject to the requirements of the Mountain Island Lake Watershed Overlay District. Expansions to structures classified as existing development must meet the requirements of this section; however the built-upon area of the existing development is not required to be included in the impervious area calculations.
- b) An existing lot, as defined in Section 12.2.3, owned prior to the effective date of this ordinance, regardless of whether or not a vested right has been established, may be developed for single family residential purposes subject only to the buffer requirements of Section 3.3.3-A, f) and g) or Section 3.3.3-B, f) and g), whichever are applicable. ~~however this exemption is not applicable to more than two (2) multiple contiguous lots under single ownership.~~
- c) Existing public utilities may expand without being subject to the restrictions of this part provided that:
 - (i) Such expansion complies with all applicable laws of the State of North Carolina and the United States of America, and
 - (ii) Discharges associated with the existing public utilities may be expanded, however the pollutant load shall not be increased beyond presently permitted levels.

Article 3.3.3

.2 Exceptions to Applicability:

- a) Existing development, as defined in Section 12.2.3, is not subject to the requirements of the Lake Norman Watershed Overlay District. Expansions to structures classified as existing development must meet the requirements of this section; however the built-upon area of the existing development is not required to be included in the impervious area calculations.
- b) An existing lot, as defined in Section 12.2.3, owned prior to the effective date of this ordinance, regardless of whether or not a vested right has been established, may be developed for single family residential purposes subject only to the buffer requirements of Section 3.3.4-A, f) and g), whichever are applicable. ~~however this exemption is not applicable to more than two (2) multiple contiguous lots under single ownership.~~
- c) Existing public utilities may expand without being subject to the restrictions of this part provided that:
 - (i) Such expansion complies with all applicable laws of the State of North Carolina and the United States of America; and
 - (ii) Discharges associated with the existing public utilities may be expanded, however the pollutant load shall not be increased beyond presently permitted levels.

AN ORDINANCE TO AMEND ARTICLE 3.3.2.2(b), *Mountain Island Lake Watershed Overlay District Exceptions to Applicability* and ARTICLE 3.3.3.2(b), *Lake Norman Watershed Overlay District Exceptions to Applicability*

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

Article 3.3.2

.2 Exceptions to Applicability:

- a) Existing development, as defined in Section 12.2.3, is not subject to the requirements of the Mountain Island Lake Watershed Overlay District. Expansions to structures classified as existing development must meet the requirements of this section; however the built-upon area of the existing development is not required to be included in the impervious area calculations.
- b) An existing lot, as defined in Section 12.2.3, owned prior to the effective date of this ordinance, regardless of whether or not a vested right has been established, may be developed for single family residential purposes subject only to the buffer requirements of Section 3.3.3-A, f) and g) or Section 3.3.3-B, f) and g), whichever are applicable. ~~however this exemption is not applicable to more than two (2) multiple contiguous lots under single ownership.~~
- c) Existing public utilities may expand without being subject to the restrictions of this part provided that:
 - (i) Such expansion complies with all applicable laws of the State of North Carolina and the United States of America, and
 - (ii) Discharges associated with the existing public utilities may be expanded, however the pollutant load shall not be increased beyond presently permitted levels.

Article 3.3.3

.2 Exceptions to Applicability:

- a) Existing development, as defined in Section 12.2.3, is not subject to the requirements of the Lake Norman Watershed Overlay District. Expansions to structures classified as existing development must meet the requirements of this section; however the built-upon area of the existing development is not required to be included in the impervious area calculations.
- b) An existing lot, as defined in Section 12.2.3, owned prior to the effective date of this ordinance, regardless of whether or not a vested right has been established, may be developed for single family residential purposes subject only to the buffer requirements of Section 3.3.4-A, f) and g), whichever are applicable. ~~however this exemption is not applicable to more than two (2) multiple contiguous lots under single ownership.~~
- c) Existing public utilities may expand without being subject to the restrictions of this part provided that:
 - (i) Such expansion complies with all applicable laws of the State of North Carolina and the United States of America; and
 - (ii) Discharges associated with the existing public utilities may be expanded, however the pollutant load shall not be increased beyond presently permitted levels.

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

LAND DEVELOPMENT ADVISORY BOARD: May 4, 2017 – Recommended Approval

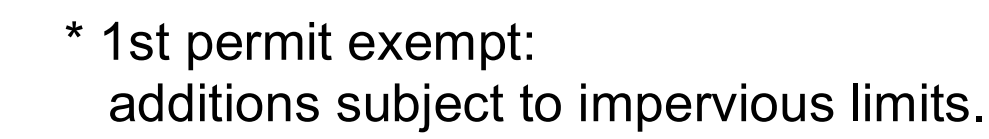
PUBLIC HEARING DATE: June 19, 2017

PLANNING BOARD MEETING: June 27, 2017

TOWN BOARD DECISION:

Since 1993 the Town of Huntersville processed four amendments to Watershed regulations:

- **TA 03-06, Approved April 19, 2004:** amendment modified buffer size and buffer protection elements of the Watershed regulations. (This amendment only affected lake front lots that have a required buffer from “full pond” elevation).
- **TA 06-14, Approved November 20, 2006:** amendment modified the “exceptions to applicability” section of the Watershed regulations. (This amendment affected all lots existing prior to the affected date of the ordinance, October 1, 1993).
 - Original exemption language read “however this exemption is not applicable to multiple contiguous lots under single ownership.” Meaning more than one lot under single ownership was not exempt from Watershed regulations regardless of when the lot was created.
 - Adopted exemption language reads “however this exemption is not application to more than two multiple contiguous lots under single ownership.” Meaning a property owner could own two contiguous lots that existed prior to the affected date of the Ordinance and be exempt from Watershed regulations.
- **TA 08-12, Approved September 15, 2008:** amendment again modified the buffer protection section of the watershed regulations. (This amendment only affected lake front lots that have a required buffer from “full pond” elevation).
- **TA 11-04, Approved May 7, 2012:** amendment to add density-averaging criteria to Watershed regulations. Density Averaging is the transfer of impervious development rights between two parcels by way of irrevocable undisturbed natural areas. This amendment provided another option for property owners seeking to increase their maximum impervious allowance.



Mr. Simoneau said Jerry reminded me when this development was first approved I think it was just over 2,000 units and now you are at 917. Right before I got here there was a change that Mr. Bowman had asked for. At that time the Town Board gave the approval of that plan but said he had to do a traffic impact analysis and he did ultimately prepare that traffic impact analysis, which the plans are in line with that. Jerry did want me to remind everybody about that aspect, that there were some things that he conceded to do and in fact has done and has provided.

Commissioner Leonhardt asked is there some retail planned south of that roundabout?

Mr. Gordon said the conceptual plan for the East Huntersville Plan calls for some.....here's Anchor Mill and right here would be the location in here for some retail, which would back up to Vermillion, but be right on Huntersville-Concord Road. Here's the turn, we are talking now about a roundabout per the UDA recommendation, and then some commercial in here.

Mr. Bowman said that is currently zoned for commercial. The whole goal of getting a small neighborhood center, not even the size of Rosedale, is to interrupt vehicle miles traveled that would be going through the center of your town, through the intersection here that I have to wait at every day, to try to give goods and services to the people even at Northstone that don't want to go up 73. Our goal is to maybe get a grocery store, one drugstore and some live/work units and some small neighborhood shopping. We are not trying to be Birkdale Village. The goal of the commercial is to foster shorter trips. Hopefully what we intended originally was for people to actually walk to the grocery store and save some of your traffic, much as Rosedale has saved traffic from crossing your lights over to this side of town to get to Food Lion. We expect that to be an excellent opportunity on the east side of town.

Commissioner Sisson made a substitute motion to approve the revised sketch plan.

Commissioner Jeter withdrew his motion to defer.

Commissioner Swain seconded motion to approve.

Motion carried 3 to 2, with Commissioners McAulay and Leonhardt opposed.

Petition #TA06-14. Petition #TA06-14 is a request by the Town of Huntersville to amend Section 3.3.2.2(b) and 3.3.3.2(b) of the Zoning Ordinance to include "multiple contiguous lots under single ownership" in the exemption to the Mountain Island Lake Watershed Overlay District and the Lake Norman Watershed Overlay District for existing lots owned prior to the effective date of the ordinance.

Staff Analysis and other related documents attached hereto as Attachment No. 11.

Commissioner Swain made a motion to approve Petition #TA06-14. Commissioner Sisson seconded motion.

Commissioner McAulay said I noticed that Biltmore Park is mentioned here. Do we think this text amendment will affect other areas?

Lisa McCarter, Planner, said these could potentially be affected. The one that probably most likely would be affected besides Biltmore Park is Norman Park, which also has really small lots. The rest have a little bit bigger lots.

Commissioner McAulay asked what is the purpose of this?

Ms. McCarter said lots that were approved prior to the effective date of the watershed ordinance are exempt from the impervious restrictions of the Lake Norman Overlay and the Mountain Island Lake Overlay, but the last sentence says "However, this exemption is not applicable to multiple contiguous lots under single ownership." If you own two lots side-by-side, you are not exempt anymore even though the lot regulations were not for large lots back then, it was for smaller lots, so it makes it a very restrictive situation.

Commissioner McAulay asked could we amend this to apply to combining two lots and no more?

Ms. McCarter said there's probably a way to word that.

Commissioner McAulay said somebody could go out and buy up all the lots there and there's a lot left in Biltmore Park that's not developed, then they could be exempt from the watershed regulations and Norman Woods wraps around off of Hambright Road and is there that much development back in there?

Ms. McCarter said there's beginning to be more development because they are getting sewer back there, so there's more and more houses being built.

Commissioner McAulay said one entity could come up and buy 10 lots and build them and be exempt from the watershed regulations.

Ms. McCarter said yes.

Mr. Simoneau said that would be a true statement. How we got to this point is the odd situation that this happens to be a portion of Biltmore Park. If you owned a 50'x150' lot, you are exempt from the watershed regulations, but the restrictive covenants say you've got to combine these lots. When they cut them up into tiny lots they said you need to combine them so that you had more than 50' wide lots. Now because the restrictive covenants say they have to combine the two lots, the watershed rules kick in. These folks are caught in a catch 22. They could have unlimited build-on of 50'x150' but the restrictive covenants say you can't build on one lot, you've got to combine at least two or more. When they do that, it's no longer exempt.

Mayor Phillips asked would it be better to say a maximum footage?

Commissioner McAulay made a substitute motion that we re-word it to combine two 50' lots. Commissioner Swain seconded motion.

Mr. Blythe asked are there some lots that are different sizes than 50'?

Mr. Simoneau said we hear the concerns of the Town Board. You see where the folks have combined lots, because it's much wider. If you want, we could defer and take a hard look at it just to see all the different possibilities that could come up.

Commissioner McAulay said let's take Biltmore Park, where you see the larger lots there, I think those are the only ones that have houses on them.

Commissioner Leonhardt asked is it just limiting the lots to two, no specific size?

Commissioner McAulay amended her motion to approve Petition #TA06-14 and re-word it to combine two lots. Commissioner Swain seconded amended motion.

Motion carried unanimously.

Petition #TA06-15. Petition #TA06-15 is a request by the Town of Huntersville to amend Section 3.2.1-d)e. and 3.2.2-d)d. of the Zoning Ordinance to clarify that only major subdivisions are required to provide an 80' opaque vegetative buffer along existing State maintained roads and future thoroughfares (minor thoroughfares would be reviewed on a case-by-case basis and designed around the open space principles of Article 7.13).

Commissioner McAulay made a motion to approve Petition #TA06-15. Commissioner Leonhardt seconded motion. Motion carried unanimously.

North Mecklenburg Communication Center Interlocal Agreement. Commissioner McAulay said I was handed this e-mail from the attorney in Cornelius that was sent about 4 p.m. today. Cornelius is not voting on this tonight and there's some changes.

Greg Ferguson, Assistant Town Manager, said subsequent to your receipt of the draft interlocal on 10-10, which was the final version that came out of the committee, the committee had been working on this draft interlocal for a number of months and had requested that there be input from all parties. On 10-10 you and the folks at Cornelius received the final version of that document. Last Tuesday we did have some additional input from the Cornelius attorney, which Bob then responded to on that day and on the 15th of last week Bob and I crafted a revised interlocal that took into account a couple of comments that they had which included adding the date of the original interlocal, which was 1992. Bob suggested adding that to the whereas clauses on the first page. That was sent out again on Wednesday of last week and apparently did not make it into the

Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jack Simoneau, Planning Director
Subject: Consider Adopting Ordinance Ordering Repairs and Closing

Consider adopting an Ordinance Ordering the Repairs and Closing of the unit located at 110 S. Main Street pursuant to the Nonresidential Building Code, Chapter 152 of the Code of Ordinances.

ACTION RECOMMENDED:

Adopt Ordinance

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
▣ Staff Report	Backup Material
▣ Notice of Hearing	Backup Material
▣ Order by Inspector	Backup Material
▣ Ordinance	Backup Material

**Nonresidential Building Code
110 S. Main Street**

Description and Purpose

Pursuant to the Town of Huntersville Nonresidential Building Code §152.04(B), the Board of Commissioners may adopt an ordinance to proceed to effectuate the purpose of the Administrative Order dated September 20, 2016, and pending such action to close and vacate, to placard the unit as provided in Part 5, Article 19 of Chapter 160A of the North Carolina General Statutes.

Administrative Process

An inspection of the property located at 110 S. Main Street for Nonresidential Building Code standards was made by Mecklenburg County Code Enforcement Officer, Daren Bishop, on or about May 7, 2015, under an Administrative Search Warrant. Upon inspection of the structure there was reasonable cause found for a formal Complaint. The owner was contacted by the Inspector concerning the repairs of the building unit, and at a minimum to secure the unit. The owner failed to make any repairs. A Complaint and Notice of Hearing was served on the property owner, Emily Kornegay, on or about September 1, 2016 (Attachment 1). As a result of the title examination performed by the Town (a legal function that is required prior to the any hearing held), including examinations of neighboring units, an error was found in the chain of title which affected ownership of this unit and the adjoining unit to the north. The owner and other parties were notified, which resulted in corrective Deeds being filed with the Register of Deeds to clear the title and ownership for this unit and the adjoining unit. In the exercise of reasonable due diligence, the Complaint and Notice of Hearing was posted on the property, and served to all parties of interest, which included the adjoining owner to the north.

On September 19, 2016, a hearing was held and the property owner made an appearance. The Code Administrator found that the subject property violated the Town of Huntersville Nonresidential Building Code under numerous sections including, but not limited to electrical facilities, exterior walls, roofs, windows, plumbing and heating, and more particularly Sections 1502.14 (B)(C)(D)(F), 152.15, 152.15(B)(C)(E) and 152.16(A) of the Code. The subject structure was found not properly maintained so that the safety and health of the general public is jeopardized for failure to meet the minimum standards established, and was the owner was Ordered to repair the building to bring it into compliance with the minimum standards by no later than December 19, 2016. However, the Town considered an alternate solution whereby the property is to be repaired to a point described as a cold dark shell within the same timeframe. A cold dark shell is defined as a building shell that is structurally sound throughout, weathertight, secure, and not suitable for occupancy. The Administrative Order was entered on September 20, 2016 (Attachment 2), and a Notice of Lis Pendens filed on September 28, 2016.

To this date, the property owner, Emily Kornegay, has failed to respond to the Code Administrator, and failed to comply with the Order.

Real Estate and Conditions

The subject property is located at 110 S. Main Street, Huntersville North Carolina. The real property is owned by Emily Kornegay by Deed dated December 16, 1985, and recorded in Deed Book 5144, at page 214, and further described as follows:

“BEINNING at a point in the center line of the A.T. & O. Railroad track (now Southern Railway), said beginning point being located at the intersection of the center line of said track with a line bearing north 83 degrees East measured from the mid point of the easterly terminus of the party wall separating the pool hall situated on the herein described property from the laundrymat (formerly a storehouse building) which formerly belonged to J. R. McCurdy; and running thence from said beginning point with the center line of railroad track, South 8 degrees 31 minutes East 25 feet to a point; thence South 83 degrees West (entering the party wall on the barber shop (south) side at a distance of 72.9 feet), 158 feet to a point on the east side of Mullen Street; thence with said margin of said street, North 8 degrees 31 minutes West 25 feet to a point; thence North 83 degrees East 158 feet to the point or place of BEGINNING, all according to a plat of survey by T. L. Brotherton, Registered Surveyor, dated February 22, 1969, and entitled “The property of Charles Herbert Cochran, Jr. & Sr.”

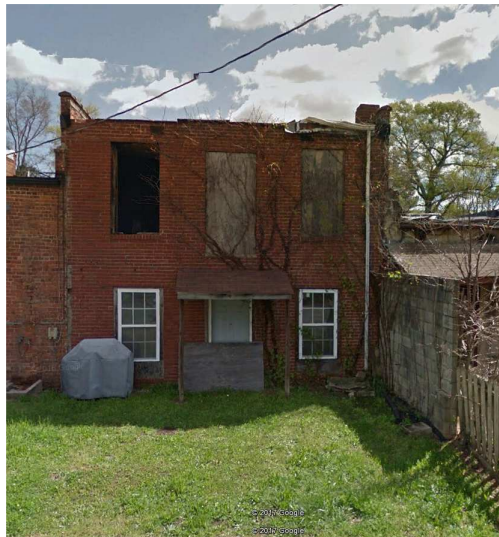
There are nuisance violations issued for the property in 2011 and 2012, both of which required abatement and caused primary liens to be filed against the unit. Real estate taxes are due and owing from 2011 to current in the amount of \$7,591.02. The conditions of the unit have progressively worsened over the years by its neglect. It is a nonresidential unit that, from any cause, may endanger the life, limb, health, property or safety or welfare of the general public.

The current condition of the structure is shown in the photographs below.

Front View from S. Main Street:



Rear View from Maxwell Avenue:



Staff Recommendation

Pursuant to the Town of Huntersville Nonresidential Building Code §152.04(B)(1), “If the owner fails to comply with an Order to repair, alter, or improve or to vacate and close the nonresidential building or structure, the Board of Commissioners may adopt an Ordinance ordering the Inspector, or assigned agent, to proceed to effectuate the purpose of this section with respect to the particular property or properties that the Inspector found to be jeopardizing the health or safety of its occupants or members of the general public.” Furthermore, “Following adoption of an Ordinance, the Inspector, or assigned agent, may cause the building or structure to be repaired, altered, or improved, or to be vacated and closed. The Inspector may cause to be posted on the main entrance of any nonresidential building or structure so closed a placard with the following words: *"This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful."*

Staff recommends adoption of an Ordinance (Attachment 3) to repair the unit located at 110 S. Main Street in accordance with the Nonresidential Building Code, and pursuant to the order entered September 20, 2016, and at a minimum to bring the unit to a closed and secured position.

The Code Administrator has not issued a request for proposals to close and secure. The amount of cost of repairs, alterations, or improvements, or vacating and closing by the Inspector shall be a lien against the real property, which lien shall be filed, have the same priority, and be collected as a lien for special assessment provided in G. S. Chapter 160A, Article 10.

Attachments

Proposed Ordinance



MECKLENBURG COUNTY Land Use and Environmental Services Agency

COMPLAINT AND NOTICE OF HEARING

CERTIFIED MAIL

September 1, 2016

50-007-16

Emily Kornegay
11226 Isthmus Court
Charlotte, NC 28215

Violation Number: 50-007-16
Parcel Number: 019-041-07

Attention: Owners and parties interested in the [property](#), located at 110 S Main St, [deed reference 94-2046](#), [parcel number 019-041-07](#), in the County of Mecklenburg, and Town of Huntersville, North Carolina.

TAKE NOTICE: That the structure unit located at the place above designated is in such condition as appears to be unfit for human habitation and to violate the Town of Huntersville Code of Ordinances Chapter 152: NONRESIDENTIAL BUILDING CODE in the following general particulars:

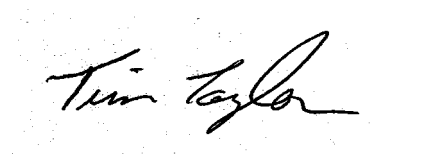
1. **Section 152.14(B) Electrical facilities**
2. **Section 152.14(C) Exterior walls**
3. **Section 152.14(D) Roofs**
4. **Section 152.14(F) Windows**
5. **Section 152.15 Maintenance Standards-Interior**
6. **Section 152.15(B) Plumbing systems and facilities**
7. **Section 152.15(C) Heating facilities.**
8. **Section 152.15(E) Structural standards.**
9. **Section 152.16(A) Vacant Buildings or Structures.**

YOU ARE FURTHER NOTIFIED that a hearing will be held before the Housing Code Administrator of the County of Mecklenburg at the Huntersville Town Center, 105 Gilead Road, 3rd floor, Huntersville, NC 28070, at **3 pm** on the **19th** day of **September 2016** for the purpose of finding the facts as to whether or not the condition of such building falls within the scope of the above mentioned sections of the Code of Ordinances, at which time and place the above designated

owner shall be entitled to file answer to the complaint and to be heard in person or by counsel upon all legal or factual questions relating to said matter and shall be entitled to offer such evidence as he may desire which is relevant or material to the questions sought to be determined or the remedies sought to be effected.

(The Town of Huntersville Town Council is empowered to rule on interpretations, decisions, or order of the Housing Inspector and to reverse, affirm or modify such decisions or orders where the carrying out of such orders would cause unnecessary hardships. Appeal forms may be obtained from this office.)

This the 1st day of September, 2016.

A handwritten signature in black ink, reading "Tim Taylor", is positioned above a horizontal line. The signature is written in a cursive, flowing style.

Tim Taylor
Housing Code Administrator



MECKLENBURG COUNTY Land Use and Environmental Services Agency

FINDINGS AND ORDER BY THE HOUSING NONRESIDENTIAL CODE ADMINISTRATOR

CERTIFIED MAIL

September 20, 2016

Emily Kornegay
11226 Isthmus Court
Charlotte, NC 28215

Violation Number: 50-007-16
Parcel Number: 019-041-07

ATTENTION: Owners and Parties of interest in the Non-Residential Building unit located at 110 S Main St in the County of Mecklenburg, and Town of Huntersville, North Carolina.

TAKE NOTICE: That a hearing was held before the Mecklenburg County Housing Code Administrator on the 19th day of September, 2016. At this hearing, the Code Administrator made the findings that the subject violated the Town of Huntersville Nonresidential Code of Ordinances under the following sections:

1. Section 152.14(B) Electrical facilities
2. Section 152.14(C) Exterior walls
3. Section 152.14(D) Roofs
4. Section 152.14(F) Windows
5. Section 152.15 Maintenance Standards-Interior
6. Section 152.15(B) Plumbing systems and facilities
7. Section 152.15(C) Heating facilities.
8. Section 152.15(E) Structural standards.
9. Section 152.16(A) Vacant Buildings or Structures.

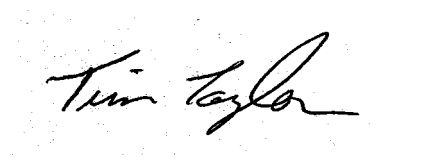
You are further advised that due to the condition of this structure, the Code Administrator has determined subject structure has not been properly maintained so that the safety and health of the general public is jeopardized for failure to meet the minimum standards established. Based upon these findings and pursuant to Section 152.04(ii) of the Town of Huntersville Code of Ordinances, **you are hereby ordered to repair** this building to bring it into compliance with the minimum standards by no later than December 19, 2016. However, the Town of Huntersville will consider an alternate solution whereby the property is repaired to a point described as a cold dark shell within the same timeframe. A cold dark shell is defined as a building shell that is structurally sound throughout, weathertight, secure, and not suitable for occupancy.

This order to include all required approvals, permits, sign offs, and inspections.

You are further advised that failure to comply with the order contained herein may result in legal proceedings being initiated against you. Further information as to this matter may be obtained by contacting the undersigned.

(The Town of Huntersville Board of Adjustment is empowered to rule on interpretations, decision, or orders of the inspector and to reverse, affirm or modify such decision or orders where the carrying out of such orders would cause unnecessary hardships. Appeal forms may be obtained from this office.)

This the **20th** day of **September, 2016**.

A handwritten signature in black ink that reads "Tim Taylor". The signature is written in a cursive, flowing style. It is positioned above a horizontal line that serves as a separator between the signature and the printed name below.

Tim Taylor
Housing Code Administrator

Attachment 3

Ordinance Book _____ Page _____
Ordinance Number _____

Prepared By and Return To:
Robert B. Blythe, Town Attorney
Town of Huntersville
Post Office Box 664
Huntersville, NC 28070

ORDINANCE

AN ORDINANCE ORDERING THE REPAIRS AND CLOSING OF THE UNIT LOCATED AT 110 S. MAIN STREET, HUNTERSVILLE, NORTH CAROLINA, PURSUANT TO THE TOWN OF HUNTERSVILLE NONRESIDENTIAL BUILDING CODE, CHAPTER 152

WHEREAS, the Board of Commissioners are given authority to provide a just, equitable and practical method, whereby nonresidential buildings or structures which from any cause, endanger the life, limb, health, property or safety or welfare of the general public, or of its occupants, may be required to be repaired, vacated, or demolished pursuant to the authority given in Part 5, Article 19 of Chapter 160A of the North Carolina General Statutes, and Chapter 152 of the Town of Huntersville Code of Ordinances.

WHEREAS, the unit located at 110 S. Main Street in the Town of Huntersville was found by the Code Administrator of the Mecklenburg County to not be properly maintained so that the safety and health of the general public is jeopardized. The owner, Emily Kornegay, was duly served with a Complaint and Notice of Hearing on or about September 1, 2016, via certified mail. A hearing was held on September 19, 2016, to which the owner was present. The Findings and Order was entered on September 20, 2016, whereby the owner was ordered to repair the unit to bring it into compliance with the minimum standards by no later than December 19, 2016. However, the Town considered an alternate solution to repair the unit to a point described as a cold dark shell, which is defined as a building shell that is structurally sound throughout, weathertight, secure, and not suitable for occupancy; and

WHEREAS, the owner, Emily Kornegay, has failed to comply in a timely fashion with the Order entered on September 20, 2016.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Huntersville, North Carolina, that the Code Administrator is hereby ORDERED to cause the repairs of the unit to a point described as a cold dark shell, which is defined as a building shell that is structurally sound throughout, weathertight, secure, and not suitable for occupancy, located at 110 S. Main Street in the Town of Huntersville in accordance with the Nonresidential Building Code, Chapter 152; and the Inspector shall cause to be posted on the main entrance of the nonresidential building so closed a placard with the following words: "*This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful.*", and that the amount of the cost of repairs, alterations, or improvements by the Inspector shall be a lien against the real property as provided in §152.07 of the Town of Huntersville Code of Ordinances.

Adopted this 19th day of June, 2017.

John Aneralla, Mayor

ATTEST:

Janet Pierson, Town Clerk

(SEAL)

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney

Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017

REVIEWED:

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

Consider approving the minutes of the June 5, 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**

**June 5, 2017
6:30 p.m. – Huntersville Town Hall**

PRE-MEETING

None

**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 June 5, 2017.

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

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Aneralla

- Commended staff for their efforts on the Memorial Day ceremony.
- The Metropolitan Transit Commission met a couple of weeks ago. There will be a new bus route from the Bryton community to the UNCC rail station.
- The next meeting of the North Meck Alliance is Thursday.
- Huntersville resident Joanna Anderson is a member of Bailey Middle School Odyssey of the Minds, who won out of 800 teams worldwide.

Commissioner Bales

- Commended staff for their efforts on the Memorial Day ceremony.

Commissioner Boone

- Construction of the new Fire Station No. 4 is on schedule.

Commissioner Gibbons

- The Veterans Service Officer now has office space in Town Center.

- Recognized former commissioner Ron Julian in the audience.
- The next meeting of the Mecklenburg Veterans Council is tomorrow.

Commissioner Guignard

- No report from Centralina Council of Governments and the Planning Coordinating Committee.
- Commended staff for their work on the Memorial Day ceremony.
- Construction of Recreation Center and Veterans Park is moving forward.

Commissioner Kidwell

- An agenda has not been set for the next Charlotte Regional Transportation Planning Organization meeting.

Commissioner Phillips

- Announced upcoming Lake Norman Chamber and Visit Lake Norman events.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Chris Vincent, 1994 University City Church Drive, addressed the Board in support of increasing the amount of times an illuminated or self-luminous changeable copy sign message can change per 24 hour period.

Joan Lesch, 16930 Hugh Torance Parkway, encouraged Board members to attend the June 20 public meeting to hear public comments on the Northwest Huntersville Transportation Study – Phase II and hopes the police and fire departments will be asked for their input, as there are a number of potentially dangerous conditions that may arise from some of the proposed changes. Also encouraged Board members to visit the Gilead Ridge community to observe the already existing road conditions.

Max Southers, 13927 Cinnabar Place, expressed concerns about proposed changes to the intersection of Cinnabar and Huntersville-Concord Road included in the Vermillion Village plan. That particular area provides a buffer to the Vermillion community from traffic on Huntersville-Concord Road and opening it up by removing trees and part of the landscaping would seem to be bringing an intrusion of noise into the community.

Greg Dawson, 14028 Cinnabar Place, expressed concerns about proposed changes to the intersection of Cinnabar Place and Huntersville-Concord Road included in the Vermillion Village plan. Cinnabar Place is effectively a one-lane road coming out of Vermillion and believes the idea that a staging lane is needed for people to turn right out of Vermillion is a bit flawed. Vermillion has phases and our phase is the only one using that exit. It's not growing. There's no one in the new sections that are going to navigate through that to come out there.

AGENDA CHANGES

Commissioner Guignard moved Item B under the consent agenda (Authorize award to National Recovery & Wrecking Co. for demolition services for seven dwellings) to Item P under Other Business.

Commissioner Boone switched the order of Items G and H under Other Business – Item G will be Item H and Item H will be Item G.

Commissioner Gibbons added Item F to the Consent Agenda – Approve Property Tax Refund Report No. 72.

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

Commissioner Phillips seconded motion.

Motion carried unanimously.

PUBLIC HEARINGS

Petition #R17-01. Commissioner Gibbons made a motion to recuse Commissioner Guignard. Commissioner Bales seconded motion. Motion carried with five (5) yes votes.

Mayor Aneralla called to order public hearing on Petition #R17-01, a request by Nate Bowman to rezone Parcels 01920320, 01920313 and 01937101 from Neighborhood Residential and Transitional Residential to Neighborhood Residential Conditional District.

Alison Adams, Senior Planner, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 1.*

Commissioner Boone asked if the plan includes any walkable trails.

Ms. Adams said there's none proposed as far as greenways. There are sidewalks along every one of these roads on both sides. It will tie into the existing Valencia subdivision which does have a greenway trail up along the upper portion of the creek that will tie into Vermillion and then over to the Anchor Mill property.

Commissioner Bales requested further explanation on staff's concerns with how Holbrooks connects with the future Asbury Chapel.

Max Buchanan, Public Work Director/Town Engineer, said I think there's been some question as to if Asbury Chapel future thoroughfare had to be dedicated or not. That's something we will have to work out. The issue is this is a bad intersection because of the skew intersection angle. If you will look at this property line, I think you want to bring in that intersection to as close to 90 degrees as possible and I think that's probably why you reserve the property line together. I think the applicant has agreed to look at that from an intersection efficiency standpoint.

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

Commissioner Gibbons made a motion to bring Commissioner Guignard back. Commissioner Bales seconded motion. Motion carried with five (5) yes votes.

Petition #R16-07. Mayor Aneralla called to order 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, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 2.*

Commissioner Guignard requested a synopsis of where staff stands as far as what they have done and are they okay with where they are now with the open space.

Mr. Peete said if you go back to 2010 and you see the areas, and remember there's only 16 units in C, so there's a trail lane for a future greenway. Everything in blue is the open space that was left over when the Metrolina deal happened. Metrolina owns all of B. They do not own C, but they are restricted, so it will serve the purposes of A. In the current proposal nothing is changing on everything in the blue. All of that floodplain, all of that area for future greenway, all of the area around C is still there. What they have done is augmented Tract A. They have done that through changing lot sizes. They have done that by adding land. They have done that by modification of one particularly large lot and I only point it out because it was quite large, but there was actually one lot here that may have been a negotiated item that maybe somebody who had something to do with the land deal kind of wanted to hold that back, so that just one buildable lot was transferred into two standard size lots and then the back area there is a large tree save area. They were able to increase their general open space, increase their urban open space and add the buffers along the thoroughfares all as the ordinance would like to see. They went from about 12 percent open space on Tract A to north of 27 percent. The densities that you see in the summary are at 225, and they would be reduced to 220.

Scott Moore, Project Manager for Skybrook, said the original 2006 plan was 258 lots. When we came in 2010 the big thing that I want to note here is we went from 258 to 180 single-family lots. That's a 78 net lot loss on 171 acres. To clarify, David did mention that in the past 7 years since 2010 we have primarily just developed this portion which is the 16 lots. The proposal that we have before you it's very important to note the overall design and layout. This has gone through Town Board twice and we wanted to really maintain the street layout since it had already been approved by Town Board. David spoke a lot about the quality of open space and that's something we have worked on pretty heavily for A because he had mentioned in both B and C, so those have remained and we are meeting that requirement there. And when we look at developing these sites we wanted to maintain again to the current layout that was there. We are proposing three different lot sizes and the developments that you see to the northeast and also to the southeast.....the one to the north is the Villages at Skybrook North. That has 60' and 50' wide lots. We are not proposing any 50's to transition over to the Oaks. It carries about a 2.9 units per acre in the development. And then of course here in Parkside what you see here, where that came through Town Board years ago, we're sitting at 1.44 units. The development as a whole with these 16 lots paired up with this and all of the open space that David talked about, you are looking at about 1.28 units per acre. If you separate it out and all Tract A out for what it is, it's about 2.16 units per acre. That transitions very nicely in terms of having the 2.9 here and then having the 1.44 here. It actually works out very well in transition. When we laid out everything as you have seen in the proposal instead of 204 it came out to 209. We had some significant increases to open space. One thing that was brought up at the last hearing is that we will have private trails that will cut through the community. We will meet all of the items that staff is talking about. The one thing that we cannot meet which would be a complete redesign of the site and something that we would need your consideration on are these sections right here. Back in 2006 the Town of Huntersville had a 90 degree turning radius. We were approved in 2006 and 2010 and the plan has maintained its course and stayed where it is. This is at a 90 degree radius, but this is at 150. If we were to change the overall radiuses on this it would be a complete redesign of the site and we would end up having to put in more roads.

Commissioner Guignard said one item said all required TIA, Town, DOT required improvements are provided but at the top you said issues to be addresses. Are we saying when that provided means they've taken care of that.

Mr. Peete said what we are saying is that they are going to list on the plan what they will be doing per the TIA, the Town and DOT.

Commissioner Phillips said I want to be sure I understand the difference between the 220 and the 225. And that goes back to the history and in essence you have a large tract B. You've got some homes in it and you can see C essentially is irrelevant because it doesn't change. Selling the land to Metrolina was something that they could do. And so what we told them was in order to preserve the density that you are contemplating in A you've got to restrict B or you are going to lose that density. There is a state road here. There is a small 10' linkage that will one day hopefully be a greenway and that is all that could be there one day to have these residents have the ability to use this and other than the greenway which does not exist yet it's just floodplain, so it's not active recreational space, it's really just natural. So all of our conversations with Scott and Skybrook which were very positive, we're talking about how can we not only keep the density that you have but truly give the residents meaningful open space and then we have to say now you want to increase that density. What we did was really list it out you needed it to be code compliant, you needed to provide open space on the order of what we would normally expect in the TR because that's what they are trying to say and then what else can you do above and beyond that to merit the density increase. That's what we did back and forth and I think that they definitely hit those marks. Where we drew the line was they hit those marks to get to the original request of 40, the additional 5 was beyond that. Now what does that equate to. Is that ½ acre of open space. That's not the way our ordinance works, but it a professional call that we made and in essence that's where we said we're comfortable with the 40 as we discussed all along, but we wouldn't support the last version of the plan.

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

Petition #TA17-03. Mayor Aneralla called to order public hearing 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.

Meredith Nesbitt, Planner I, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 3.*

Commissioner Kidwell said when I read this it kind of caught me off guard. The Planning Board, which is volunteers and I appreciate that it is asking that we now put term limits on people who volunteer their time to a board. Now this is where it gets kind of murky for me because I am a fan term limits. I think term limits should be imposed any elected official, especially up here. But from a volunteer point of view if someone wants to volunteer their time.

Commissioner Bales said I do not recall anyone from our Board having conversations about asking for term limits for appointed positions, so I would like to know where this began.

Ms. Nesbitt said this part of the request for the term limits began at the Planning Board level. I believe it was the Chairman who thought that it might be worth investigating to see what other communities do.

Commissioner Boone said if somebody is appointed by the Town Board to replace a Planning Board member in the second month of that person's term they can be on the Planning Board for 11 years 11 months.

Ms. Nesbitt said correct. The way it's written allows you to serve out the partial term and it's my understanding that you are then allowed to serve three additional continuously.

Commissioner Guignard said I've heard Meredith say that when it comes back to us that they can make sure that we can vote on these individually. I would like to make it a note that I think we would want to divide this motion or make these four different items on that evening because they are related but totally independent.

Commissioner Kidwell said 11.4.7 modify the number of times the Planning Board may defer action. If I'm hearing you correctly, all this is going to do is create more time for our developers whether it's residential or economic. It's going to add an additional month, if they defer it.

Ms. Nesbitt said yes, it could potentially.

Commissioner Kidwell said so the Planning Board has the ability, if this was approved, to defer them once and defer them again.

Ms. Nesbitt said yes.

Commissioner Kidwell said the applicant has that ability already, correct. If the applicant is not ready they could say they would like to postpone.

Ms. Nesbitt said they can do that one time and the Planning Board can vote to accept their request and then when it comes back the Planning Board does not have the ability to defer again, so they would have to make a recommendation at that point.

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

Petition #ANNEX16-01. Mayor Aneralla called to order public hearing on Petition #ANNEX16-01, Skybrook North Phase 4, to annex 5.901 acres (non-contiguous) into the Town of Huntersville.

David Peete, Principal Planner, reviewed the Staff Report. *Staff Report attached hereto as Exhibit No. 4.*

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

Close Eight Avenue/Portion of Steel Street. Mayor Aneralla called to order public hearing to consider closing Eight Avenue in its entirety, and portions of Steel Street.

Bob Blythe, Town Attorney, said this is just a follow-up. You may remember about two meetings ago you adopted a resolution of intent to close these streets and call this public hearing. All the notices required under the statute have been given, published four times in the paper, posted somewhere on

these non-existent streets and to my knowledge we have not received any comments back. Any effected neighbors were sent notice by certified mail.

This is basically to satisfy an exception to title in connection with the sale of the anchor mill property.

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

OTHER BUSINESS

FY 2018 Operating Budget. Commissioner Kidwell made a motion to adopt the FY 2018 Operating Budget.

Commissioner Guignard seconded motion.

Commissioner Guignard said are we approving the budget if we approve this motion as it was amended at the Budget Work Session.

Commissioner Bales said I would just like to clarify that our conversation regarding the Legal Department and the direction that we plan to go, we will be making that decision in the future as soon as you get more information for us, but it does not affect this budget at all.

Gerry Vincent, Interim Town Manager, said that's correct.

Commissioner Kidwell amended his motion to include the changes agreed upon at our work session.

Commissioner Guignard seconded amended motion.

Mayor Aneralla called for the vote to adopt the FY 2018 Operating Budget.

Motion carried 5 to 1, with Commissioner Phillips opposed.

Budget Ordinance attached hereto as Exhibit No. 5.

Petition #ANNEX16-01. Petition #ANNEX16-01 is a request by Laureldale LLC (Skybrook), Skybrook North Phase 4, to annex 5.901 acres (non-contiguous) into the Town of Huntersville.

Commissioner Gibbons made a motion to adopt Annexation Ordinance #ANNEX16-01.

Commissioner Guignard seconded motion.

Motion carried unanimously.

Ordinance attached hereto as Exhibit No. 6.

Petition #TA17-01. Petition #TA17-02 is a request by Mecklenburg County Park and Recreation to modify the parking standards in Article 6 of the Huntersville Zoning Ordinance.

Staff Report attached hereto as Exhibit No. 7.

Commissioner Boone made a motion in considering the proposed amendment TA17-01 to amend Article 6: *Off Street Parking Design* of the Zoning Ordinance, the Town Board recommends approval based on the amendment being consistent with the 2030 Community Plan and the rural feel of the area. It is reasonable and in the public interest to amend the Zoning Ordinance because it is in keeping with the visual appearance of nature preserves and wildlife refuges.

Commissioner Gibbons seconded motion.

Motion carried unanimously.

Petition #TA17-02. Petition #TA17-02 is 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, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 8.* Since the Public Hearing, the applicant has amended their application to four times per 24 hour period, with no less than 6 hours between each change. This language was endorsed by the Planning Board. Staff is still proposing a maximum of two times per 24 hour period for the reasons that we went over at the Public Hearing and that are in the Staff Report.

Commissioner Gibbons made a motion in considering the proposed amendment TA17-02 to amend Article 10.7.1 of the Zoning Ordinance, the Town Board recommends approval of language that increases the number of times a changeable copy message can change from one to no more than 24 times per 24 hour period, and not more than once every 30 minutes to allow a sign to change 24 times in a 24 hour period, but no more than once every 30 minutes, based on the amendment being consistent with the Town of Huntersville 2030 Community Plan and the NC Administrative Code 02E.0203(3)(a) through (c) and (4)(a)(i) through (iii). It is reasonable and in the public interest to amend the Zoning Ordinance because amending provides for greater flexibility in changeable copy sign regulations while maintaining consistency with other local community regulations, safety, and the ability to enforce.

Commissioner Phillips seconded motion.

Commissioner Bales stated that she could support the Planning Board's recommendation of four times per 24 hours, but will not support the current motion. The signs flashing to change copy every few minutes could be distraction to drivers.

Commissioner Bales made a substitute motion in considering the proposed amendment #TA17-02 to amend Article 10.7.1 of the Zoning Ordinance, the Town Board recommends approval of the language that increases the number of times a changeable copy message may change from one to four times per 24 hour period with no less than six hours between each change. It is reasonable and in the public interest to amend the Zoning Ordinance because it does allow our community to utilize these signs safely but also makes sure that the safety of the community passing by keeps their safety in mind as well. The text amendment will promote high design standards of place making which Policy CD-6 supports.

Commissioner Boone seconded motion.

Ms. Nesbitt confirmed for the Board that when message changes it is not considered a flash.

Commissioner Boone noted that the applicant had indicated they would be fine with the Planning Board's recommended language and requested that the Board consider approving Commissioner Bales' motion and revisit it in six months.

Commissioner Kidwell questioned how the Town would police for violations. I feel it is not the Town's job to tell a business or a church how many times they can change their sign and will support Commissioner Gibbon's motion and give the business community and the religious community the right to post what they want when they want.

Mayor Aneralla called for the vote on the substitute motion to approve increasing the number of times a changeable copy message may change from one to four times per 24 hour period with no less than six hours between each change.

Motion failed 2 to 4 – Commissioners Bales and Boone in favor; Commissioners Gibbons, Guignard, Kidwell and Phillips opposed.

Mayor Aneralla called for the vote on the original motion to approve increasing the number of times a changeable copy message can change from one to no more than 24 times per 24 hour period, and not more than once every 30 minutes.

Motion carried 4 to 2 – Commissioners Gibbons, Guignard, Kidwell and Phillips in favor; Commissioners Bales and Boone opposed.

Petition #SUP15-02 REMOVAL. Petition #SUP15-02REMOVAL is a request by the property owners Nathan Sipp and Scott Berk to remove a Special Use Permit to develop a banquet facility (Harper Grove), located at 14532 and 14520 Beatties Ford Road, in the Rural zoning district.

Commissioner Phillips disclosed that the property is within a half mile of his home.

Bob Blythe, Town Attorney, stated that Commissioner Phillips could participate in the discussion/decision because it would not impact him financially.

Mayor Aneralla pointed out this item is quasi-judicial.

Mayor Aneralla swore in Meredith Nesbitt and Buddy Heggey.

Meredith Nesbitt, Planner I, said this request before you is to remove a previously approved Special Use Permit. I would like to enter the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 9.*

The map before you shows the subject parcels highlighted in red and it is located off of Beatties Ford Road across from the Cashion Woods subdivision. The property is largely zoned Rural but there is a small section of Transitional Residential in the rear.

On July 20, 2015 the Town Board voted to approve a Special Use Permit to allow the development of a banquet facility in the Rural zoning district. Before you is the approved plan, so currently these properties could be developed in accordance with this approved plan.

Article 11.4.10 of the Zoning Ordinance allows property owners to request an amendment to an approved Special Use Permit following the normal processes for a Special Use Permit which have been done in this case. In this case the applicants are requesting to amend by completely removing the previously approved Special Use Permit. This would mean that the properties would revert back to the underlying zoning. They would no longer be able to develop that approved plan of the banquet facility. It would go back to the Rural and Transitional Residential districts.

Planning Staff recommends approval of the Special Use Permit removal based on the following findings of fact that you see and are outlined in your Staff Report. The Planning Board unanimously voted to recommend removal of this Special Use Permit as well and I can go over the findings of fact in detail if you would like. The representative for the applicant is here to answer questions.

Mayor Aneralla said would you introduce yourself.

Buddy Heggey.

Commissioner Gibbons said if we approve this tonight is there a limit or a restriction on when the owner could again apply for a rezoning request.

Ms. Nesbitt said so there is not.

Commissioner Bales made a motion in considering the Special Use Permit SUP15-02 REMOVAL, we the Town Board find that the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties, and finds that the character of the neighborhood or health, safety and general welfare of the community will be secured. This decision is supported by the following findings: (1) All legal notification requirements have been met; (2) The request is consistent with the Town of Huntersville 2030 Community Plan; and (3) The request is reasonable and does not pose any injurious effects on adjoining properties.

Commissioner Guignard seconded motion.

Mayor Aneralla called for the motion to approve Petition #SUP15-02 REMOVAL.

Motion carried unanimously.

Petition #R16-12. Petition #R16-12, Vermillion Village Conditional Rezoning, is a request by Nate Bowman to rezone Parcel 01902201 from Neighborhood Residential to Town Center Conditional District.

Commissioner Bales made a motion to recuse Commissioner Guignard for the next three items.

Commissioner Gibbons seconded motion.

Motion carried with five (5) yes votes.

Alison Adams, Senior Planner, reviewed Staff Report. *Staff Report attached hereto as Exhibit No. 10.* The request does meet the parameters of the ordinance. We do have a few minor comments to address as far as the rezoning is concerned. The applicant is in favor of staff's recommendation for the TIA improvements. Since the joint public hearing the applicant did add elevations to the mix as well as a note specifying what those conditions would be for where those architectural elevations are. The elevations are very conceptual in nature and they are subject to change but the verbiage underneath is loose but yet it is written well enough where you will get quality architecture throughout this entire development.

Commissioner Bales requested staff to go over outstanding issues.

Ms. Adams reviewed outstanding issues including revise parking to meet Article 6, non-conforming lots created by the Glendale realignment, and tweaks to meet standards for parking lot landscaping.

Commissioner Bales asked if there would be enough distance between where the driveways would be located and the roundabout.

Stephen Trott, Town Transportation Engineer, explained that the roundabout will be small and fully mountable, therefore staff is comfortable with driveways in those approximate locations to a single-family house, not to a business.

Commissioner Gibbons said as far as the TIA and these improvements, DOT just approves what our TIA and Town staff has or is DOT actually the ones that require it once the TIA is done.

Mr. Trott said it's separate and the hope is that both agree and have the same list of improvements that are required but the Town Board approves the Town requirements and then the DOT can require something either the same or different through their driveway permit process.

Commissioner Gibbons said but as of today you are saying that DOT feedback is agreeing with this.

Mr. Trott said DOT has agreed with all of the recommendations that the Town has. They used to be different but after some further discussion with them we came to an agreement with them that we could have one list of improvements rather than multiple.

Commissioner Bales said at Cinnabar I know we heard tonight several residents who were concerned about the possible changes at Cinnabar and I know we have had that conversation in the past as well, but how comfortable is staff with the proposed changes there with Huntersville-Concord.

Mr. Trott said I would say we're pretty comfortable. We've been going back and forth some with their site engineer on some of those changes. This is a little bit better of a representation of what it's going to look like. The lane width shown on here is wider than what we recommend so we are still working down the path of refining what that will exactly look like but as we have discussed with the developer in the past, there's 50' of recorded right-of-way along Cinnabar today. We feel that all the improvements along Cinnabar itself could be accommodated within that existing right-of-way that includes three travel lanes, 2-1/2' curb and gutter on either side and a 6' sidewalk behind that and still have another foot behind that for any kind of maintenance needs on that sidewalk as you go along Cinnabar.

Commissioner Bales said how far in would that go.

Mr. Trott said the recommendation for storage length is 50' which is pretty short and then a transition taper out of that if the widening is done symmetrically as we've recommended could be accommodated in another 100' probably at the most, so around 150'. You also have to look at where the crosswalk is and where the signals are, so around that 150' length. You do need three lanes or at least a short section of three lanes coming out of the development, so at a minimum you're going to have to widen on Cinnabar just to make those lanes line up. As you drive through an intersection, if you're in a through-lane if what's across you is a left-turn lane there will be a head-on collision if you drive straight across the intersection, so to make sure that your lanes are aligned through the intersection you are going to have to do some work on Cinnabar anyway, so if you are going to widen Cinnabar anyway you might as well give the opportunity for some cars to get out of that lane. It is staff's recommendation and a NCDOT requirement.

Commissioner Kidwell made a motion in considering the proposed rezoning application #R16-12, Vermillion Village Subdivision Conditional District, the Town Board recommends approval based on the plan being consistent with the Huntersville 2030 Plan, Policy H-1 and H-9: Development Pattern, Policy H-3: Mixed Use Development and about 10 other different policies within the 2030 Plan. It is reasonable and in the best interest to approve the rezoning to continue the growth of downtown Huntersville.

Commissioner Bales seconded motion.

Commissioner Boone said I think that we should go ahead and mention each one of the goals – E-5, T-5 through T-8, CD-3, CD-5, PF-2, DT-1, DT-6 of the 2030 Community Plan.

Mayor Aneralla called for the vote to approve Petition #R16-12.

Motion carried 4 to 1, with Commissioner Phillips opposed.

Vermillion Village Sketch Plan. Mayor Aneralla pointed out this item will be heard as quasi-judicial.

Mayor Aneralla swore in Alison Adams, Nate Bowman, Drew Bowman, Greg Dawson, Max Buchanan and Stephen Trott.

Alison Adams, Senior Planner, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 11.*

This is a 30 acre parcel, the same one we just heard. It is the sketch plan so it is quasi-judicial in nature. The applicant again is proposing a mixed-use facility and there is quite a few different types of buildings within this mixed-use community. The retail building that you see which is the main anchor tenant is approximately 78,000 sq. ft. You have liner buildings along the streets here and here so the red would be commercial or a mixed-use type structure and then the gray is apartment buildings and there are some townhomes that are being proposed within this facility.

Just to give folks the context, this is the old water tower that's there. The applicant is proposing many public streets. A subdivision is defined as creating lots so these public streets are actually creating lots within this development. You have this being a public street across here up and across. As you can see there are approximately seven points of connection to get out of this facility.

Pretty much the plan is compliant with the Zoning Ordinance. There are just a few minor comments as previously mentioned. We are working through those. Planning staff doesn't see any issues related to that. Once we get the next submittal we should have the plan well defined and ready.

Greg Dawson said just a few minutes ago we were talking about the intersection and about how we need that third turn lane, the right out of Vermillion. We were talking that we needed that in order to expand the road so the alignment can be made proper with the sketch plan. Why doesn't a vacant piece of land adjust their road to match Cinnabar. If it shifts over then the alignment matches. You can come straight out, go on the right side of Vermillion, you can go straight out going the right side of the neighborhood. Their turn lanes do what they do, we don't need them. It doesn't make sense. Adjust the plan, bring the road over to make it match up. Don't touch the neighborhood.

Max Buchanan, Public Works Director/Town Engineer, said maybe the confusion is what comes out of Cinnabar is not a right-turn lane. What's proposed is a left-turn lane. If you think of what's coming out of the development here, you have a through-lane going in, you have a left-turn going out and you have a through-right coming.....I think there's even a future right-turn lane coming out of the development. So what you have with the three lanes coming out of the new development is you have a left-turn lane between the two through movements and that's probably 12' between them. What has to line up in Cinnabar is you have to receive the through movement and the two through movements have to line up, so there has to be 12' between those two lanes. What's proposed out of Cinnabar is not a right-turn lane, it's a separation of the two through lanes so that you don't run head on into the left-turn lane and I think there was some consideration or the developer proposed just kind of doing a small taper to kind of point the lane out of Cinnabar and kind of point it across the intersection to the through lane on the other side. The through movement coming through the intersection has to line up to the receiving lane. You can't point it into a building, you can't point it into a signal pole. It has to line up to the through lane. I think even the developer's proposal was that was going to require removal of one of the monuments and maybe some street trees. Our thought was that since all the improvements can happen inside the existing sidewalk and it's just really removing I think three, five, six trees we would have to remove the monuments and it all ties back in before that first ally in Cinnabar and that it makes the signal more efficient because you are taking a potential left-turn lane out of Cinnabar, out of the through movement and you've got to line up those through movement lanes.

Mr. Dawson said so what's drawn up here for the new development shows a lane going straight out into Vermillion. My argument earlier holds true, the only people that are going to go straight through Cinnabar will have to navigate through the square. No one will do that other than people that live in that phase and they are not going to the square to get there. There will be very few people that do that. You are showing the left-turn out of the neighborhood, why can that not be a left-turn and a straight given the few people that will actually be going straight out of there, then you can shift the street over.

Mr. Buchanan said I've got three lanes coming out of the development or three lanes on the development side – one going in, two coming out. One of them is a left-turn lane. Left-turn lane dedicated, that's what the volumes show. The volume show coming out of that development with the full build-out of this development I think shows it being queued up all the way back into here at ultimate build-out with the volumes that are anticipated for Huntersville-Concord. DOT's actually requiring the reservation of an additional lane over here for a potential future right-turn lane. So there's enough volume coming out of that site that's going to potentially require four lanes on that side. If this lane coming out of Cinnabar, whether it's 1 car or 20 cars or 100 cars, has to go straight across the

intersection into that lane. The inbound lane of Cinnabar has to have their through-lane inbound here has to go straight across the intersection here. So whatever this distance is for this left-turn lane has to happen on this side of the intersection. Every intersection we have ever built the through lanes have to line up.

Commissioner Phillips said coming out of the development why is there not a right-turn.

Mr. Buchanan said I think that was their initial comment. We had multiple conversations with the developer and DOT. I think the right-turn lane is dictated by the ultimate volumes that are going to be on Huntersville-Concord and full build-out of the whole development. I think it's a phasing issue.

Commissioner Phillips said the only thing is that you can't phase that right-turn out because of the distance and how close it is from those buildings.

Mr. Buchanan said what has to happen is that the building layout and the sidewalk and I think that's one of the issues, this room in here has to be able to accommodate a future right-turn lane. This is the sketch plan level detail and I think the applicant, he can confirm it if he's here, that there's going to have to be a little bit of work in here to afford them to be able to put a right-turn lane in the future.

Commissioner Bales said the staff will be sure that is written on the sketch plan so that it is taken care of.

Ms. Adams said yes.

Mayor Aneralla said just to reiterate it's a NCDOT requirement.

Stephen Trott, Town Transportation Engineer, said extra right-of-way will be reserved and that was a requirement of DOT.

Commissioner Boone made a motion to approve the sketch plan on Parcel 019-022-01 +/-30 acres for a mixed-use subdivision. The Town Board finds the application is complete and meets all requirements based on Section 6.320.5 of the Subdivision Ordinance. The request is in keeping with the Town's 2030 Community Plan and is reasonable and in the public interest. The Town Board supports the sketch plan if the following items are met: (1) All TIA/Town/NCDOT required improvements are provided as prescribed by staff; (2) All outstanding plan comments are addressed; and (3) A Special Use Permit request is approved by the Town Board. Therefore, the Town Board makes a motion to recommend approval of the sketch plan based on the above criteria.

Commissioner Bales seconded motion.

Commissioner Bales said in the motion that does cover the ability to exceed the 50,000 sq. ft., correct.

Commissioner Boone said that's basically why we switched the two items on the agenda.

Commissioner Kidwell said I'm going to support the motion but I'm going to encourage staff to definitely take a look at the alignment with everything when it comes back before the Board so we are making the right move. I go down to Harvey's, turn in that way and it does get tight as soon as you turn your car in there. Please do your best.

Mayor Aneralla called for the vote to approve Vermillion Village Sketch Plan.

Motion carried 4 to 1, with Commissioner Phillips opposed.

Petition #SUP17-01. Petition #SUP17-01, Vermillion Village, Parcel 01902201, is a request by Nate Bowman to allow for a shop front building over 50,000 sq. ft. in the Town Center zoning district.

Mayor Aneralla pointed out this item will be heard as quasi-judicial.

Mayor Aneralla reminded the people who swore in under the previous item that they are still under oath.

Alison Adams, Senior Planner, entered the Staff Report into the record. *Refer to Exhibit No. 12.* This is a request from Mr. Bowman. The Special Use Permit is required for all shopfront buildings that are greater than 50,000 sq. ft. in the Town Center zoning district.

The building that we are talking about is this large structure right there. It is proposed 78,000 sq. ft. It is the anchor tenant within the development. The applicant has submitted elevations. These are conceptual and subject to change however the criteria listed below, bullet points and numbered, will provide some height and mass and scale as far as design and criteria so that this building is actually minimized.....it should help minimize it.

On top of the Special Use Permit, the application is also providing extra buffering here for the drive-through area that's located here. They are providing screening along the edges of the project. Not only that, notice the location of the structure, it's within the middle of the mixed-use community so what you have are liner buildings that essentially hide the massive architecture. With that being said staff is in favor based on the findings of fact which are before you. These are also in your Staff Report, so therefore they are in the record. We do support this. Planning Board recommendation supported this Special Use Permit with the following findings listed in the middle of your screen.

Commissioner Boone made a motion in considering the Special Use Permit #SUP17-01, Vermillion Village, we the Town Board find the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. The decision to approve is supported by the following findings: (1) The request is compatible with the surrounding development; (2) The proposed special use complies with all of the lot, size, yard, and other standards of the ordinance; (3) The proposed special use complies with all general and specific standards of Article 3.2.6; (4) The request will not cause injurious effect on adjoining properties, the character of the neighborhood or the health, safety and general welfare of the community; (5) The request is consistent with the 2030 Community Plan; and (6) The application is complete.

Commissioner Kidwell seconded motion.

Mayor Aneralla called for the vote to approve Petition #SUP17-01.

Motion carried 4 to 1, with Commissioner Phillips opposed.

Commissioner Bales made a motion to bring Commissioner Guignard back.

Commissioner Gibbons seconded motion.

Motion carried with five (5) yes votes.

Resolution – Close Eight Avenue and Portions of Steel Street. Commissioner Gibbons made a motion to adopt resolution ordering the closing and abandonment of Eight Avenue and portions of Steel Street.

Commissioner Kidwell seconded motion.

Mayor Aneralla called for the vote to adopt resolution ordering the closing and abandonment of Eight Avenue and portions of Steel Street.

Motion carried unanimously.

**RESOLUTION ORDERING THE CLOSING AND ABANDONMENT
OF EIGHT AVENUE AND PORTIONS OF STEEL STREET
IN THE TOWN OF HUNTERSVILLE, NORTH CAROLINA**

WHEREAS, North Carolina General Statute §160A-299 authorizes municipalities to permanently close any street or public alley, and reserve any improvements or easement for utilities considered to be in the public interest; and

WHEREAS, a Resolution of Intent to Close and Abandon Eight Avenue and Portions of Steel Street was adopted on May 1, 2017 (the “Resolution”), and pursuant to NCGS §160-A-299, the Resolution was advertised in a newspaper of general circulation once a week for four successive weeks; a copy was sent by certified mail to owners of property adjoining the streets, and a notice of closing and public hearing was prominently posted in two places along the streets as required; and

WHEREAS, a public hearing was held on June 5, 2017, and there were no individuals owning property in the vicinity of the streets that would thereby be deprived of reasonable means of ingress and egress to his property; and

WHEREAS, there are no present easements for utilities or other purpose within the streets hereby closed and abandoned, and the Town therefore does not reserve any easements for such purposes, nor reserve the right to grant any easements that affect the property within the closed roads now or in the future.

NOW, THEREFORE, be it **RESOLVED** that the Board of Commissioners **ORDERS** that Eight Avenue in its entirety and portions of Steel Street as depicted on Exhibit A1 and A2, a copy of which are attached hereto and incorporated herein by referenced, be and hereby are closed and abandoned pursuant to the provisions of North Carolina General Statute §160A-299.

Planning Board Appointments. Three seats on the Planning Board will expire on June 30, 2017.

Jack Simoneau, Planning Director, confirmed that staff used all the same processes as done in the past to advertise the vacancies.

Commissioner Boone nominated Hal Bankirer, Stephen Swanick and Susan Thomas.

There were no additional nominations.

Commissioner Guignard made a motion to appoint Hal Bankirer, Stephen Swanick and Susan Thomas to the Planning Board.

Commissioner Kidwell seconded motion.

Motion carried 5 to 1, with Commissioner Phillips opposed.

Board of Adjustment Appointments. Consider appointing two Regular members and one Alternate member to the Board of Adjustment.

Commissioner Boone nominated Jonathan Bradshaw, Jeff Pugliese and Nick Walsh.

Commissioner Kidwell nominated Jonathan Bradshaw, Jeff Pugliese and Greg Evans.

Commissioner Gibbons nominated Eric Rowell.

Vote for Jonathan Bradshaw: Commissioners Bales, Boone and Kidwell.

Vote for Jeff Pugliese: Commissioners Bales, Boone, Gibbons, Guignard, Kidwell and Phillips.

Vote for Nick Walsh: Commissioners Bales and Boone.

Vote for Greg Evans: Commissioners Gibbons and Kidwell.

Vote for Eric Rowell: Commissioners Gibbons and Phillips.

Commissioner Gibbons said I did have conversation with some of the rest of the Board and this is not a written policy but we had kind of talked about if you are already serving on another board that due to spreading it around the ability for people to volunteer and be involved in the Town we would kind of stick with that. We've kind of gone off of that.

Commissioner Boone said when I am making my decision I look at who made the meetings and who was absent and if somebody misses two or three meetings then I go to my next selection.

Since there was a tie between Nick Walsh, Greg Evans and Eric Rowell, Mayor Aneralla called for nominations for the third vacancy.

Commissioner Boone nominated Nick Walsh.

Commissioner Kidwell nominated Greg Evans.

Commissioner Gibbons nominated Eric Rowell.

Commissioner Phillips nominated Eric Rowell.

Commissioner Guignard nominated Eric Rowell.

Commissioner Bales nominated Nick Walsh.

Commissioner Kidwell said in the past we have moved Alternate 2 up to Alternate 1 and then the new person will be the Alternate 2 seat. Jonathan Bradshaw would take the Alternate 2 seat and Ed Cecil would take the Alternate 1 seat.

Commissioner Guignard made a motion to appoint Jonathan Bradshaw, Jeff Pugliese and Eric Rowell to the Board of Adjustment.

Commissioner Gibbons seconded motion.

Motion carried unanimously.

Signage and Sponsorship Policy. The Huntersville Parks & Recreation Commission has recommended changes to the Signage and Sponsorship Policy for Town's Parks and Facilities. One of those changes is related to allowing establishments that are licensed primarily to sell alcoholic or malt beverages to promote their company through sponsoring events and festivals. The reason for this

change is related to the Town's new policy of allowing alcohol at certain town events. The policy would still prohibit these establishments from having permanent signage within parks. The second change is to add e-cigs to the list of products not allowed to advertise through sponsorship or signage with the Town. The reason for this is that these products are not allowed in Town parks due to the Tobacco/Smoke Free Ordinance that Mecklenburg County passed in 2015. The Parks & Recreation Commission approved these changes at their March 15 meeting by a 7-0 vote.

Commissioner Kidwell made a motion to approve changes to the Signage and Sponsorship Policy.

Commissioner Boone seconded motion.

Mayor Aneralla called for the vote to approve changes to the Signage and Sponsorship Policy.

Motion carried unanimously.

Second Amendment – CMS Agreement for use of Athletic Fields and Gyms. This second amendment to the CMS agreement for use of school athletic fields and gyms is related to the Old Alexander Middle School Gym being removed and adding the new Alexander Middle School gym, softball field, baseball field and football field to the existing agreement. With no identified funding for new fields in the town, staff feels it's important to add these fields to our agreement requiring no capital cost to the town. The Huntersville Parks & Recreation's 2020 Park Master Plan calls for the need to add baseball fields, softball fields and rectangle fields to keep up with the growth of the town's population. The Parks & Recreation Commission approved this agreement at their May 17 meeting by a 7-0 vote. The old Alexander Middle school gym is scheduled to be demolished this summer.

Commissioner Boone made a motion to approve Second Amendment to Agreement for Use of School Athletic Fields and Gyms.

Commissioner Gibbons seconded motion.

Mayor Aneralla called for the vote to approve Second Amendment to Agreement for Use of School Athletic Fields and Gyms.

Motion carried unanimously.

Agreement attached hereto as Exhibit No. 13.

Torrence Creek Stream Restoration Project Interlocal. Staff is proposing a partnership with Mecklenburg County to facilitate certain improvements to the water resources in the McDowell Creek watershed. Mecklenburg County and the Town of Huntersville propose to deliver a combined project including but not limited to: stream restoration; stream enhancement, stream stabilization, habitat structure placement, and buffer enhancements.

Max Buchanan, Public Works Director/Town Engineer, reviewed the project.

Commissioner Boone made a motion to adopt resolution authorizing interlocal agreement between the Town of Huntersville and Mecklenburg County for funding of the Torrence Creek Stream Restoration Project.

Commissioner Guignard seconded motion.

Mayor Aneralla called for the vote to adopt resolution.

Motion carried unanimously.

Resolution and interlocal agreement attached hereto as Exhibit No. 14.

Resolution – Support HB 551/SB 595. Commissioner Phillips made a motion to adopt Resolution in support of HB 551/SB 595 (Marsy's Law).

Commissioner Guignard seconded motion.

Mayor Aneralla called for the vote to adopt resolution.

Motion carried unanimously.

RESOLUTION SUPPORTING HB 551/SB 595

WHEREAS, Marsy's Law for North Carolina and advocacy organizations statewide are dedicated to guaranteeing victims' rights and providing a voice; and

WHEREAS, Marsy's Law for North Carolina supporters agree victims should always be treated with fairness and respect throughout the criminal justice process, protected from the defendant, reasonably heard at public proceedings regarding their case, and given a voice through the process of the case; and

WHEREAS, per the Federal Bureau of Investigation's (FBI) most recent "Crime in the United States" report, in 2013 a total of 33,700 North Carolinians were the victim of Violent "Index Crimes" including: murder, rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft and arson; and

WHEREAS, Marsy's Law for North Carolina will ensure that victims receive the same rights that are afforded to criminals and have rights to notification of release, hearings, appropriate restitution, and the right to speak during criminal proceedings; and

WHEREAS, Victims' Rights is a non-partisan, non-political issue, and Marsy's Law is a common sense approach to ensuring Victims' Rights.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Huntersville supports HB 551/SB 595 (Marsy's Law) and encourage our citizens to join in the commitment to protect the rights of North Carolina crime victims.

Demolition Services. Commissioner Phillips made a motion to recuse Commissioner Guignard.

Commissioner Bales seconded motion.

Motion carried with five (5) yes votes.

Commissioner Kidwell made a motion to authorize award to National Recovery & Wrecking Co. for demolition services for seven dwellings.

Commissioner Bales seconded motion.

Mayor Aneralla called for the vote to authorize award for demolition services.

Motion carried with five (5) yes votes.

Demolition Proposals attached hereto as Exhibit No. 15.

Commissioner Boone made a motion to bring back Commissioner Guignard.

Commissioner Gibbons seconded motion.

Motion carried with five (5) yes votes.

CONSENT AGENDA

Approval of Minutes. Commissioner Phillips made a motion to approve the minutes of the May 15, 2017 Regular Town Board Meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Budget Amendment – Police. Commissioner Phillips made a motion to approve budget amendment recognizing auto insurance revenue in the amount of \$11,224.30 and appropriate to the Police Department's auto insurance account. Commissioner Bales seconded motion. Motion carried unanimously.

Budget Amendment – Road Improvements. Commissioner Phillips made a motion to approve budget amendment in the amount of \$750,000 to fund the Lake Norman Charter School road improvements using the \$200,000 Charter School contribution and \$550,000 Town General Fund balance (\$200,000 General Fund Balance to be replaced when the Charter School pays in FY 2019). Commissioner Bales seconded motion. Motion carried unanimously.

Budget Amendment – Parks & Recreation. Commissioner Phillips made a motion to approve budget amendment in the amount of \$650,000 from General Fund Balance to widen Verhoeff Drive to three lanes related to the Recreation Center completion and future improvements at CPCC. Commissioner Bales seconded motion. Motion carried unanimously.

Call for Public Hearing – Petition #R17-03. Commissioner Phillips made a motion to call a public hearing for Monday, July 17, 2017 at 6:30 p.m. at Huntersville Town Hall on Petition #R17-03, a request by Donald and Vicki Shew to rezone 12.66 acres from Corporate Business to Special Purpose at 15746 Old Statesville Road (Parcel #01101235). Commissioner Bales seconded motion. Motion carried unanimously.

Property Tax Refunds. Commissioner Phillips made a motion to approve Property Tax Refund Report No. 72. Commissioner Bales seconded motion. Motion carried unanimously.

Property Tax Report No. 72 attached hereto as Exhibit No. 16.

CLOSING COMMENTS

Commissioner Guignard requested the Interim Town Manager have a member of staff attend a meeting next week concerning Main Street widening and I-77 at Gilead Road widening. Expressed appreciation

to the Interim Town Manager for talking with Centralina Council of Governments about grant money for paving of some dirt that we already own for parking.

Commissioner Kidwell expressed appreciation to staff for their work on the agenda.

There being no further business, the meeting was adjourned.

Approved this the _____ day of _____, 2017.

DRAFT

Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Christina Schildgen
Subject: Execute Agreement with CivicPlus

Authorize the Town to enter into an agreement for website design services with CivicPlus, Inc.

At the January 2017 Town Board Planning Retreat, a presentation was made regarding the redesign of the Town's website (www.huntersville.org). The Website Committee vetted several vendors over a period of several months and chose CivicPlus, Inc. due to its strong reputation, value for money, and functionality.

It is anticipated that it will take five to six months to complete this project.

ACTION RECOMMENDED:

Authorize execution of contract with CivicPlus, Inc. to provide website design services.

FINANCIAL IMPLICATIONS:

General Fund - Fund 10 (FY 17-18 Budget)
(\$38,830)

ATTACHMENTS:

Description	Type
❑ Master Services Agreement	Backup Material
❑ Statement of Work	Backup Material



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Master Services Agreement

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Town of Huntersville ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.



Intellectual Property & Ownership

12. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
13. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

14. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
18. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
19. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

20. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

21. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents



Master Services Agreement for **Huntersville, NC**

22. The following are to be attached to and made part of this Agreement:
 - a. Exhibit A - Statement(s) of Work.
23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

24. This Agreement and any attached SOWs may be extended to any public entity in the State of Pennsylvania to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
26. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
27. CivicPlus is not 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"). CivicPlus shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Agreement to any assignee on the Divestment List.
28. CivicPlus shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if CivicPlus utilizes a subcontractor, CivicPlus shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.
29. This Agreement shall be governed by the laws of North Carolina.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500

Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 30 Days from June 8, 2017

Project Development and Deployment	
<ul style="list-style-type: none"> • First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) • Server Storage not to exceed 35 GB • Services and Deliverables as described in Addendum 1 • Premium suite of modules, as described in Addendum 2 • 335 pages of content migration from http://www.huntersville.org/ • Ongoing recurring 48-month redesign, as described in Addendum 3 • 3 Years of Agendas & Minutes in PDF or DOC format migrated • 3 Days Onsite Implementation Training for up to 12 Client Staff Members 	\$38,830
Project Enhancements	
<ul style="list-style-type: none"> • CivicMedia including 10 GB additional storage • 4 Department Header Packages (2 with Theme upgrade) • CivicSend • 2 Days Virtual Consulting 	Included
Total Fees Year 1	
	\$38,830
Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)	
<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>	\$4,100
Total Annual Services	
	\$4,100

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
 - a. Completion of Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Completion of Phase 4: Customized Website Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 3. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By: _____

Name: _____

Title: _____

Date: _____

**Addendum 1 to Exhibit A.1 - Project Development Division of Work**

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff 	Client will: <ul style="list-style-type: none"> • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: <ul style="list-style-type: none"> • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use 	Client will provide: <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	Client will: <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: <ul style="list-style-type: none">• present a functional website on a production URL• migrate content pages to the production URL as described in Exhibit A.1 Statement of Work.• conduct a quality review of the website to ensure the functionality and usability standards are met• work with Client to prepare for training• migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work.	Client will: <ul style="list-style-type: none">• evaluate the website design and content and provide CivicPlus with feedback• collaborate with CivicPlus on proposed changes• revise the design according to the approved timeline• if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline)• provide CivicPlus with all the necessary DNS items identified for the website
Phase 4: Implementation Training (See Exhibit A.1 Statement of Work for details) <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: <ul style="list-style-type: none">• provide training to Client before the website goes live• train staff members based on internal daily tasks and workflow• train staff members on how to use the GCMS®, update content pages and modules	Client will: <ul style="list-style-type: none">• provide a location for training in Client with internet access• provide computers for staff to be trained on• Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: <ul style="list-style-type: none">• address system issues and bugs that Client finds• redirect the domain name to the newly developed website as per approved timeline	Client will: <ul style="list-style-type: none">• test and update the final site as per approved timeline• notify CivicPlus on any system issues or bugs found in the website



Addendum 2 to Exhibit A.1 – Modules & Functionalities

Project Development and Deployment Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none">• Agenda Center• Alerts Center & Emergency Alert Notification• Archive Center• Bid Postings• Blog• Business/Resource Directory• Calendar• Citizen Request Tracker™ (5 users)• Community Connection• Community Voice™• Document Center• ePayment Center• Facilities & Reservations• Frequently Asked Questions• Forms Center• Job Postings• My Dashboard• News Flash• Notify Me® email and 500 SMS subscribers• Photo Gallery• Quick Links• Real Estate Locator• Spotlight• Staff Directory	<ul style="list-style-type: none">• Action Items Queue• Audit Trail / History Log• Automated PDF Converter• Automatic Content Archiving• Dynamic Breadcrumbs• Dynamic Sitemap• Expiring Items Library• Graphic Link Administration• Links Redirect• Menu Management• Mouse-over Menu Structure• Online Editor for Editing and Page Creation (WYSIWYG)• Online Web Statistics• Printer Friendly/Email Page• RSS• Site Layout Options• Site Search & Entry Log• Slideshow• Social Media Integration (Facebook, Twitter, Instagram)• User & Group Administration Rights• Web Page Upload Utility• Website Administrative Log



Addendum 3 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct



Addendum 4 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	<ul style="list-style-type: none">• Highly Reliable Data Center• Managed Network Infrastructure• On-Site Power Backup & Generators• Multiple telecom/network providers• Fully redundant Network• Highly Secure Facility• 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none">• Automated GCMS® Software Updates• Server Management & Monitoring• Multi-tiered Software Architecture• Server software updates & security patches• Database server updates & security patches• Antivirus management & updates• Server-class hardware from nationally recognized provider• Redundant firewall solutions• High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none">• Multiple network providers in place• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)• 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none">• Emergency After-hours support, live agent (24/7)• On-line status monitor at data center• Event notification emails• Guaranteed recovery TIME objective (RTO) of 8 hours• Guaranteed recovery POINT objective (RPO) of 24 hours• Pre-emptive monitoring for disaster situations• Multiple data centers• Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none">• Defined DDoS Attack Process<ul style="list-style-type: none">• Identify attack source• Identify type of attack• Monitor attack for threshold engagement



Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee

Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman / Tim Kopacz
Subject: Approve an Electric Budget amendment to allow for additional purchased power and electric sales

Because the rate of capital outlay placed in service in FY 2017 and additional usage among existing customers, the Town anticipates higher than budgeted purchased power and electric sales of approximately \$1,100,000. This amendment allocates additional electric purchased power expense and allocates the revenue associated with those electric sales.

ACTION RECOMMENDED:

Approve budget amendment.

FINANCIAL IMPLICATIONS:

No impact to fund balance.

Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017

REVIEWED:

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

Recognize auto insurance revenue (103820.9999) in the amount of \$1,876.40 and appropriate to the Police Department's auto insurance account (105100.0452).

ACTION RECOMMENDED:

Approve Budget Amendment.

FINANCIAL IMPLICATIONS:

Additional revenue in the amount of \$1,876.40.

Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Jackie Huffman/Dee Jetton
Subject: Budget Amendment - USA Zone Diving Championships

HFFA will host the USA Zone Diving Championships June 26-July 2, 2017. Associated expenses include medals, hospitality meals, athlete/team recognition prizes, credentialing, and support staff in the amount of \$9,500 and revenues to include registration fees, vendor percentage fees, sponsorship and in-kind donations in the amount of \$20,740. Revenues and expenses will be recognized in the 2017 fiscal year.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

Estimated profit of \$11,240 and an increase in Hotel/Motel Prepared Food Tax commensurate with a 7 day event attracting 737 event registrations, 295 athletes, in addition to coaching staff and accompanying family members.

Note: HFFA will accept in-kind hospitality donations in lieu of cash thus reducing anticipated meal/hospitality expenses and sponsorship revenue.

**Town of Huntersville
REQUEST FOR BOARD ACTION
6/19/2017**

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Bob Blythe, Town Attorney
Subject: Deed Right-of-way to NCDOT

Consider authorizing the Mayor to execute deed transferring right-of-way (Parcel 017-105-02, Holbrook Street) to NCDOT.

ACTION RECOMMENDED:

Authorize Mayor to execute deed

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
Deed for Highway Right-of-way	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

DATE: 4/7/2017
WBS ELEMENT: 42376.2.FR1
FA PROJECT: STPDA-021(018)
TIP/PARCEL: U-5114-051
COUNTY: Mecklenburg
DESCRIPTION: US-21 (Statesville Road) and Sr 2136 (Gilead Road)

Property Owner Acknowledgement of the Terms for the Voluntary Donation Of Property to the North Carolina Department of Transportation.

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of privately owned real property to the North Carolina Department of Transportation for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the Department from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

Town of Huntersville

BY: _____ (SEAL)
John Aneralle Mayor of Town of Huntersville

ATTEST _____ Clerk of the Town of Huntersville

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

(Official Seal)	North Carolina, <u>Mecklenburg</u> County
	I, _____, a Notary Public for <u>Mecklenburg</u> County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the Town of <u>Huntersville</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the Town of <u>Huntersville</u> , sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the day of _____, _____, 20____.
	_____ Notary Public

Revenue Stamps \$ 0.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Kenny Hill CHECKED BY Shelby Randall

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: Division 10 R/W Agent, NCDOT
206 Charter Street
Albemarle, NC 28001

NORTH CAROLINA

COUNTY OF Mecklenburg

TAX PARCEL 017-105-02

TIP/PARCEL NUMBER: U-5114 051

WBS ELEMENT: 42376.2.FR1

ROUTE: US 21 (Statesville Road) and
SR 2136 (Gilead Road)

THIS FEE SIMPLE DEED, made and entered into this the day of 20 17
by and between Town of Huntersville
PO Box 664
Huntersville, NC 28078

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 1.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Huntersville Township, Mecklenburg County, North Carolina, which is particularly described as follows:

Point of beginning being S 07°10'45.0" W, 21.166 feet from -Y- Sta 16+00; thence to a point on a bearing of S 83°31'29.4" W, 20.000 feet; thence to a point on a bearing of S 05°28'30.6" E, 24.486 feet; thence to a point on a bearing of N 88°16'22.7" E, 80.170 feet; thence to a point on a bearing of N 05°30'33.0" W, 15.123 feet; thence to a point on a bearing of S 83°31'29.4" W, 60.001 feet; thence to a point on a bearing of N 05°28'30.6" W, 16.000 feet; returning to the point and place of beginning.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

None

SPECIAL PROVISIONS. This deed is subject to the following provisions only: NONE

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Mecklenburg County Registry in Deed Book 30491 Page 604

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

COUNTY: Mecklenburg WBS ELEMENT: 42376.2.FR1 TIP/PARCEL NO.: U-5114 051

The Grantors acknowledge that the project plans for Project # 42376.2.FR1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 42376.2.FR1, 42376.2.FRI County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

All such valid and enforceable easements and restrictions as may appear of record, specifically the Easement Agreement to the Town of Huntersville for a certain strip or parcel of land 10 feet in width for the purpose of laying, constructing, reconstructing and maintaining one or more than one water and/or sewer lines, which is dated May 31, 1983, and of record in the Register of Deeds of Mecklenburg County, North Carolina in Deed Book 4816, at Page 952

IN WITNESS WHEREOF, the GRANTORS pursuant to authority delegated by Town Of Huntersville Town Council on _____, have caused this instrument to be signed in its corporate name by its Mayor, its corporate seal to be hereunto affixed, and attested by its TOWN CLERK by order of the TOWN OF HUNTERVILLE TOWN COUNCIL, the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Town of Huntersville

BY: _____
John Aneralla ; Mayor of Town of Huntersville

ATTEST: _____ Clerk of the Town of Huntersville

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, <u>Mecklenburg</u> County
	I, _____, a Notary Public for <u>Mecklenburg</u> County, North Carolina, do hereby certify that
	personally appeared before me this day and acknowledged that he/she is the Clerk of the Town of Huntersville and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the Town of Huntersville, sealed with its corporate seal and attested by _____ as its Town Clerk.
	Witness my hand and official seal this the _____ day of _____, 20____.
	_____ Notary Public
	My commission expires: _____