

Mayor
John Aneralla

Mayor Pro-Tem
Danny Phillips

Commissioners
Melinda Bales
Dan Boone
Mark Gibbons
Charles Guignard
Rob Kidwell

Town Manager
Gerry Vincent



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

Town Clerk
Janet Pierson

Town Attorney
Bob Blythe

AGENDA
Town Board Organizational Meeting
December 4, 2017 - 6:30 PM
TOWN HALL (101 Huntersville-Concord Road)

- I. Pre-meeting**
 - A. None.
- II. Call to Order**
- III. Invocation - Moment of Silence**
- IV. Pledge of Allegiance**
- V. Mayor and Commissioner Reports-Staff Questions**
 - A. Mayor Aneralla (Metropolitan Transit Commission, Commerce Station Management Team, North Meck Alliance)
 - B. Commissioner Bales (Lake Norman EDC, Lake Norman Education Collaborative)
 - C. Commissioner Boone (Public Safety Liaison, Huntersville Ordinances Advisory Board)
 - D. Commissioner Gibbons (NC 73 Council of Planning, Veterans Liaison)
 - E. Commissioner Guignard (Centralina Council of Governments, Planning Coordinating Committee)
 - F. Commissioner Kidwell (Charlotte Regional Transportation Planning Organization, Olde Huntersville Historic Society)
 - G. Commissioner Phillips (Lake Norman Chamber Board, Visit Lake Norman Board)
- VI. Public Comments, Requests, or Presentations**
- VII. Agenda Changes (through Item X)**
 - A. Agenda changes if any.
 - B. Adoption of Agenda.
- VIII. Other Business**
 - A. Consider decision on Petition #S17-01, a request by Doug Godly to revise the Bryton

Special Sign District for Frankie's Fun Park at 10621 Bryton Corporate Center Drive. *(Brian Richards)*

IX. Consent Agenda

- A. Approve the minutes of the November 20, 2017 Regular Town Board Meeting. *(Janet Pierson)*
- B. Consider terminating Joint Use Agreement for poles with AT&T. *(Tim Kopacz)*

X. Oath of Office for Mayor and Commissioners

XI. Agenda Changes (New Board)

XII. New Business

- A. Consider election of Mayor Pro-tem.
- B. Consider appointments to various boards and committees. *(Mayor Aneralla)*
- C. Discussion on appointment to I-77 Local Policy Advisory Group. *(Mayor Aneralla)*
- D. Consider canceling the January 1, 2018 Regular Town Board Meeting. *(Janet Pierson)*
- E. Consider rescheduling the January 15, 2018 Regular Town Board Meeting to Tuesday, January 16, 2018 at 6:30 p.m. at Huntersville Town Hall due to the Martin Luther King Jr. holiday. *(Janet Pierson)*
- F. Call a public hearing for Tuesday, January 16, 2018 at 6:30 p.m. at Huntersville Town Hall on the Clarke Creek Small Area Plan. *(Alison Adams)*
- G. Call a public hearing for Tuesday, January 16, 2018 at 6:30 p.m. at Huntersville Town Hall on Petition #R17-09, a request by McDonald's USA, LLC to amend their conditional rezoning at 16835 Statesville Road (Parcel ID #00504303) to Highway Commercial Conditional District to allow the expansion of the drive through area. *(Brad Priest)*

XIII. Public Hearings

- A. Conduct public hearing on Petition #R17-10, a request by the Town of Huntersville to rezone 2.25 acres from Town Center Conditional District to Town Center on Gilead Road (PIN: 01711619, 01711618, 01711643, 01711617, 01711616, 01711615 (a portion of)). *(Brian Richards)*
- B. Conduct public hearing on Petition # R17-11, a request by Skybrook, LLC to revise the existing Oaks at Skybrook North Conditional District rezoning plan to remove a note regarding garage placement. *(David Peete)*
- C. Conduct public hearing on Petition #R17-12, a request by Laureldale, LLC to revise the existing Villages at Skybrook North Conditional District rezoning plan to remove notes regarding garage placement and driveway access. *(David Peete)*

XIV. Closing Comments

XV. 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 her 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
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Brian Richards/Jack Simoneau
Subject: S17-01 Frankie's Fun Park - Bryton Special Sign District

Sign District: S17-01 is a request by the Doug Godly to revise the Bryton Special Sign District for Frankie's Fun Park at 10621 Bryton Corporate Center Dr. Special Purpose-Conditional District (SP-CD).

ACTION RECOMMENDED:

Consider a decision on Petition S17-01.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

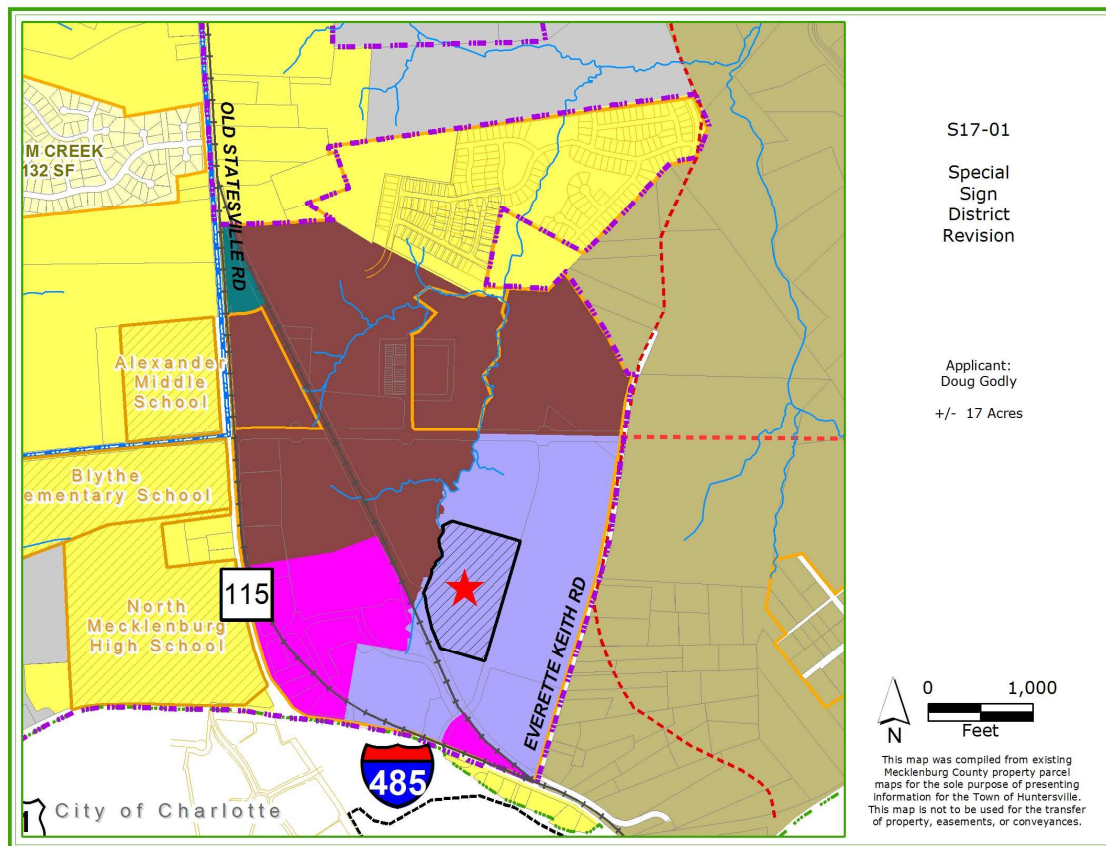
Description	Type
▣ S17-01 Staff Report TB	Staff Report
▣ A - Application	Exhibit
▣ B - Article 10.11 Sign Ordinance	Exhibit
▣ C - Frankie's Sign Package 11-1-17	Exhibit
▣ D - Neighborhood Meeting	Exhibit
▣ E - Bryton Sign Plan	Exhibit

Frankie's Fun Park - Bryton Special Sign District Overlay

Project Description

Frankie's Fun Park (Frankie's) is requesting to amend the Bryton Special Sign District per Article 10.10.11. The Special Sign District was established to provide sign design flexibility for areas of unique character and special development potential.

Bryton is located to the northeast of the intersection of Eastfield Rd and Old Statesville Rd (NC 115). The subject property is zoned Special Purpose Conditional District (SP-CD).



Details of the Special Sign District Overlay

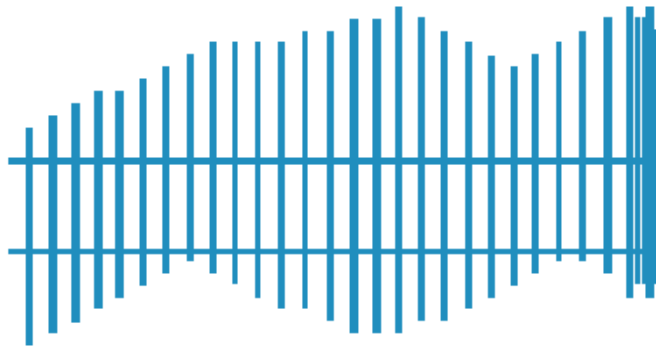
Due to the unique architecture of Frankie's and the Zoning Ordinances definition of a Sign (see below) the blue "Fin" accent features are deemed to be a sign and are included in the requested sign area. Staff and the Petitioner have also provided the dimensions of a Typical Sign design for a percentage comparison.

Definition:

Sign. Any object, device, structure, or part thereof, situated outdoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words,

letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Signs do not include the flag or emblem of any nation, organization of nations, state, city, or of any fraternal, religious or civic organization; works of art which in no way identify a product; or scoreboards located on athletic fields.

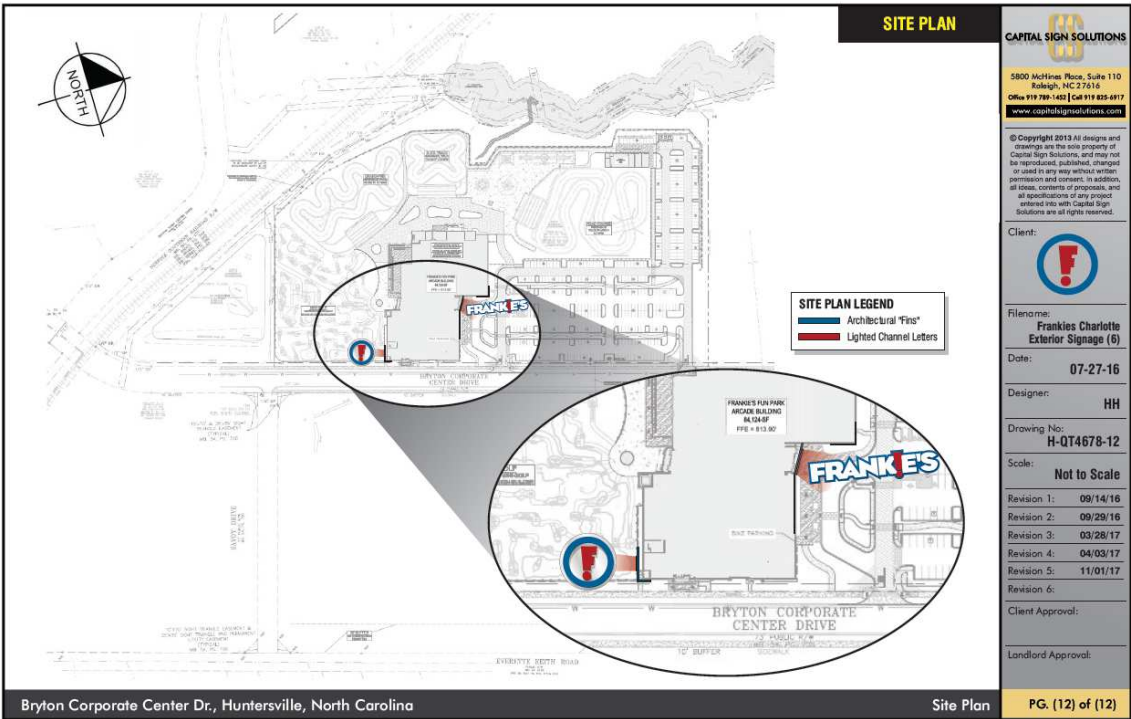
Fin Sign Example:

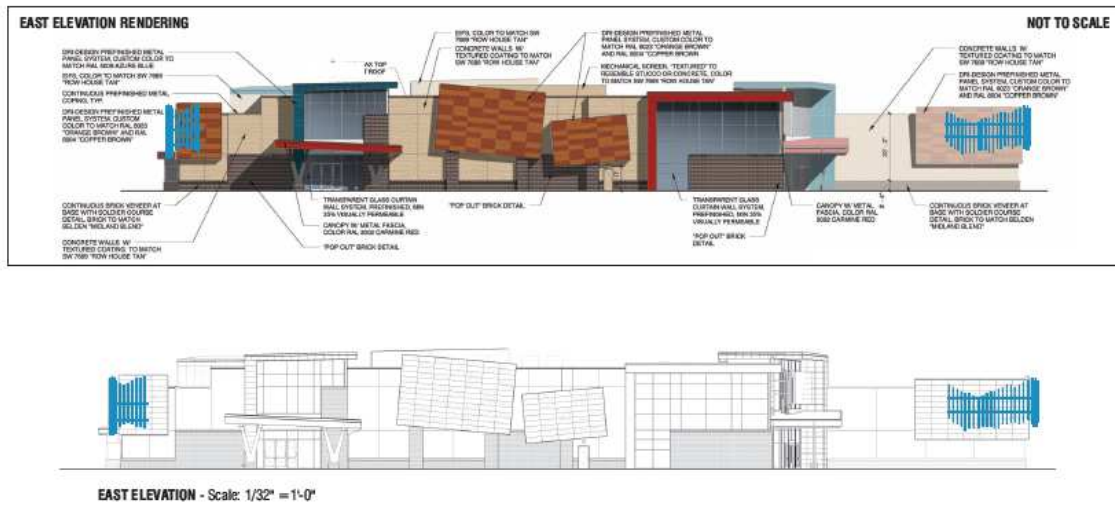


Typical Sign Example:



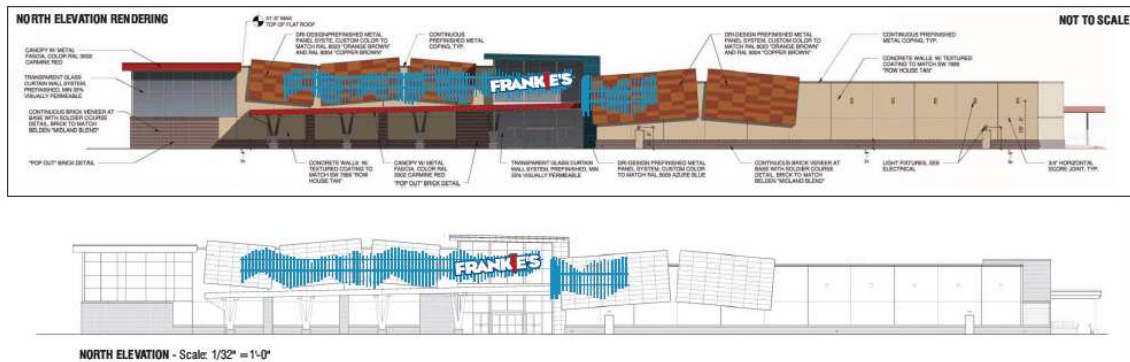
1. **Street fronting Wall Signs (East Facing Wall).** Frankie's is requesting to allow for an increased size of Street fronting Wall Signs.





The East Elevation is 6,507 sf in area. The requested “Fin” sign area is 664 sf or 10.2%. The Sign Ordinance standard is 10% of the Wall Face area not to exceed 128 sf.

2. **Non Street fronting Wall Signs (North and South Facing Walls).** Frankie’s is requesting to allow for an increased size of two Non Street fronting Wall Signs.



The North Elevation is 10,800 sf in area. The requested “Fin” sign area is 2,072 sf or 19.2%. The “Frankie’s” sign area is 272 sf or 2.5%. The Sign Ordinance allows for Non Street fronting Walls allows for up to 32 sf of sign area.



The South Elevation is 10,800 sf in area. The requested "Fin" sign area is 672 sf or 6.2%. The "Frankie's" sign area is 110 sf or 1%. The Sign Ordinance allows for Non Street fronting Walls allows for up to 32 sf of sign area.

3. All other signs at Frankie's would comply with current ordinance.

Staff Recommendation

As a prerequisite to the establishment of such a special sign district, it must be determined that the modified rules established for said district shall:

- a) Preserve and enhance the special character of the particular area; and
- b) Not contravene the intent of this ordinance; and
- c) Cause no disturbance to neighboring property lying outside the proposed district.

Due to the unique nature and architecture of Frankie's Staff supports the increase in allowed sign area. In doing so would not cause a disturbance to neighboring properties outside of the Bryton development.

Planning Board Recommendation

On November 21, 2017 The Planning Board recommended approval. A Motion to Approve was made by Stephen Swanick and seconded by Catherine Graffy. The Motion Carried by a vote of 7 Ayes and 1 Nays. Board Members voting Ayes: Graffy, McClelland, Miller, Sailors, Smith, Swanick, Thomas

Attachments/Enclosures

Attachments

- A – Application
- B – Zoning Ordinance Article 10.11.1
- C – Frankie's Fun Park Sign Plan
- D – Neighborhood Meeting
- E – Bryton Special Sign District

STATEMENT OF CONSISTENCY

Per the North Carolina General Statutes § 160A-383 and Article 11.4.7 b-d of the Town of Huntersville Zoning Ordinance, rezoning actions must be accompanied by a *Statement of Consistency*. Two statements are provided below that need to be incorporated into the motion either to approve or deny the petitioner's request.

[Approve]

In considering the proposed Special Sign District Overlay for the Bryton development the Town Board of Commissioners finds that it is consistent with the Town of Huntersville Zoning Ordinance and Community Plan. We recommend approving the Special Sign District, Petition

S11-01, as presented. It is reasonable and in the public interest to approve the Special Sign District plan because..... *(Explain)*

OR

[Deny]

In considering the proposed Special Sign District Overlay for the Bryton development the Town Board of Commissioners finds that it contravenes the intent of the Town of Huntersville Zoning Ordinance and Community Plan. We recommend denial of the Special Sign District, Petition S11-01, as presented. It is not reasonable and not in the public interest to approve the Special Sign District plan because..... *(Explain)*



General Application

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

1. Application Type

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

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

- | | |
|---|--|
| <ul style="list-style-type: none"><input type="checkbox"/> CHANGE OF USE<input type="checkbox"/> COMMERCIAL SITE PLAN<input type="checkbox"/> CONDITIONAL REZONING<input type="checkbox"/> GENERAL REZONING<input type="checkbox"/> MASTER SIGNAGE PROGRAM<input checked="" type="checkbox"/> REVISION to <u>BRYTON MASTER SIGNAGE PROGRAM</u><input type="checkbox"/> SPECIAL USE PERMIT | <p>SUBDIVISION CATEGORIES: <i>Per the Huntersville Subdivision Ordinance</i></p> <ul style="list-style-type: none"><input type="checkbox"/> SKETCH PLAN<input type="checkbox"/> PRELIMINARY PLAN<input type="checkbox"/> FINAL PLAT(includes minor and exempt plats)<input type="checkbox"/> FINAL PLAT REVISION<input type="checkbox"/> FARMHOUSE CLUSTER |
|---|--|

2. Project Data

Date of Application 07.31.17

Name of Project Frankie's of Huntersville Phase # (if subdivision) n/a

Location 10621 Bryton Corporate Center Drive Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 019-131-49

Current Zoning District SP(CD) - Special Purpose District Proposed District (for rezonings only) n/a

Property Size (acres) 18.73 acres Street Frontage (feet) 1230 ft

Current Land Use HC

Proposed Land Use(s) HC

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Revision to the Master Sign program for Bryton to include the signage design for Frankie's, a family entertainment venue located within the development.

4. Site Plan Submittals

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

5. Outside Agency Information

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


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

6. Signatures

*Applicant's Signature  Printed Name Carol Bacon

Address of Applicant 2815 Coliseum Centre Drive, Suite 500 Charlotte, NC 28217

Email cbacon@adwarchitects.com

Property Owner's Signature (if different than applicant) 

Printed Name Doug Godley

Property Owner's Address 667 E. Bay St Charleston, SC 29403 Email dgodley@frankies.com

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

AAC	David Jarrett	7042954005	djarrett@aacusa.com
Development Firm	Name of contact	Phone	Email
ADW Architects	Carol Bacon	7043791923	cbacon@adwarchitects.com
Design Firm	Name of contact	Phone	Email

If Applying for a General Rezoning:

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

If Applying for a Conditional Rezoning:

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

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

If Applying for a Subdivision:

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

n/a

Contact Information

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

10.11 Master Signage Programs

Master signage programs establish two alternatives in providing latitude to develop appropriate signage designs for new or existing areas with special unifying features. The alternatives are the Special Sign Districts and the Planned Development Flexibility option. Special Sign Districts require approval by the Board of Commissioners following review and recommendation by the Huntersville Planning Board.

10.11.1 Special Sign Districts

For the purpose of establishing, enhancing, preserving, and developing the character, quality, and property values of areas of unique character and special development potential, districts in which signs are regulated by special provisions may be established subject to the following conditions:

.1 As a prerequisite to the establishment of such a special sign district, it must be determined that the modified rules established for said district shall:

a) Preserve and enhance the special character of the particular area; and

b) Not contravene the intent of this ordinance; and

c) Cause no disturbance to neighboring property lying outside the proposed district.

.2 Without changing the basic structure of this ordinance, the modified rules for a special sign district may impose sign regulations which provide greater latitude or more stringent limitations than those provided elsewhere in this ordinance.

.3 The special sign district constitutes an overlay district and shall conform to the procedures of [Article 11](#) for purposes of adoption and administration. Districts for which special sign regulations may be imposed include, but shall not be limited to the Town Center District, the Neighborhood Center District, the TND-U and TND-R districts, and any future Historic District Overlay(s).

FRANKIE'S

Charlotte, North Carolina

EXTERIOR SIGNAGE SUBMITTAL

Submitted: July 28th, 2016
Revised: November 1st, 2017



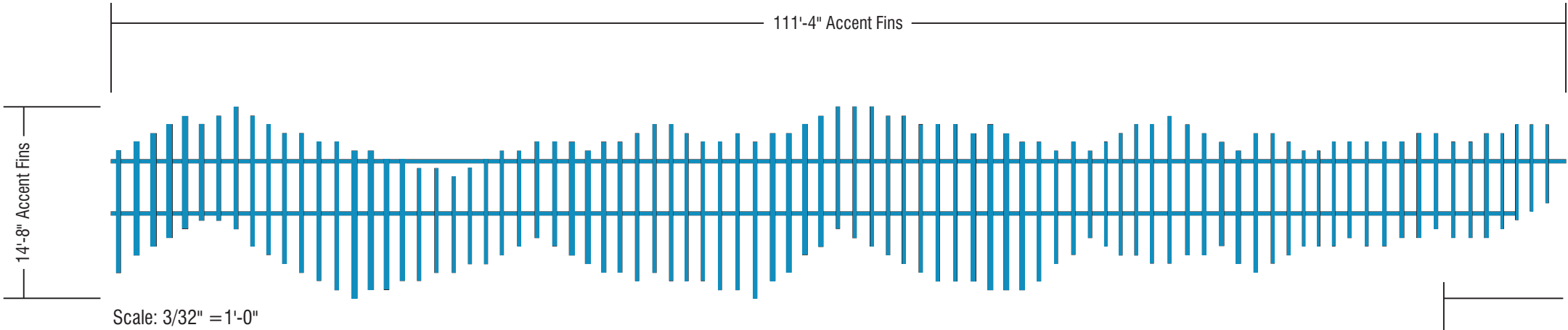
Submitted By:

CAPITAL SIGN SOLUTIONS

adwarchitects
environmentsforlife


$(14'-8" \times 111'-4" = 1,632.89 \text{ Sq Ft}) + (15'-4" \times 28'-8" = 439.56 \text{ Sq Ft}) = 2,072.45 \text{ Sq Ft PROPOSED}$

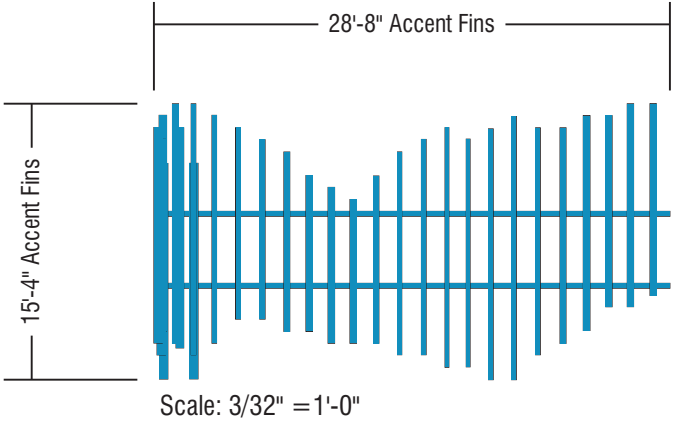
NORTH ELEVATION



Non-lighted Building Accent "Fins" constructed of aluminum and finished to match PANTONE 89-1-4 C.

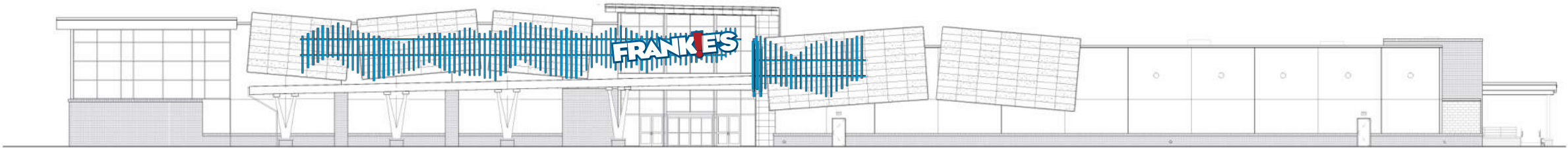
Accent "Fins" mounted to Building Fascia via aluminum sub-frame and non-corrosive fasteners. Exact Mounting Details TBD.

 Accent "Fins": painted to match PANTONE 89-1-4 C (finish TBD)



NORTH ELEVATION RENDERING

NOT TO SCALE



NORTH ELEVATION - Scale: 1/32" = 1'-0"



5800 McHines Place, Suite 110
Raleigh, NC 27616

Office 919 789-1452 | Cell 919 825-6917

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Client:



Filename:

**Frankies Charlotte
Exterior Signage (6)**

Date:

07-27-16

Designer:

HH

Drawing No:

H-QT4678-1

Scale:

As Noted

Revision 1:

09/14/16

Revision 2:

09/29/16

Revision 3:

03/28/17

Revision 4:

04/03/17

Revision 5:

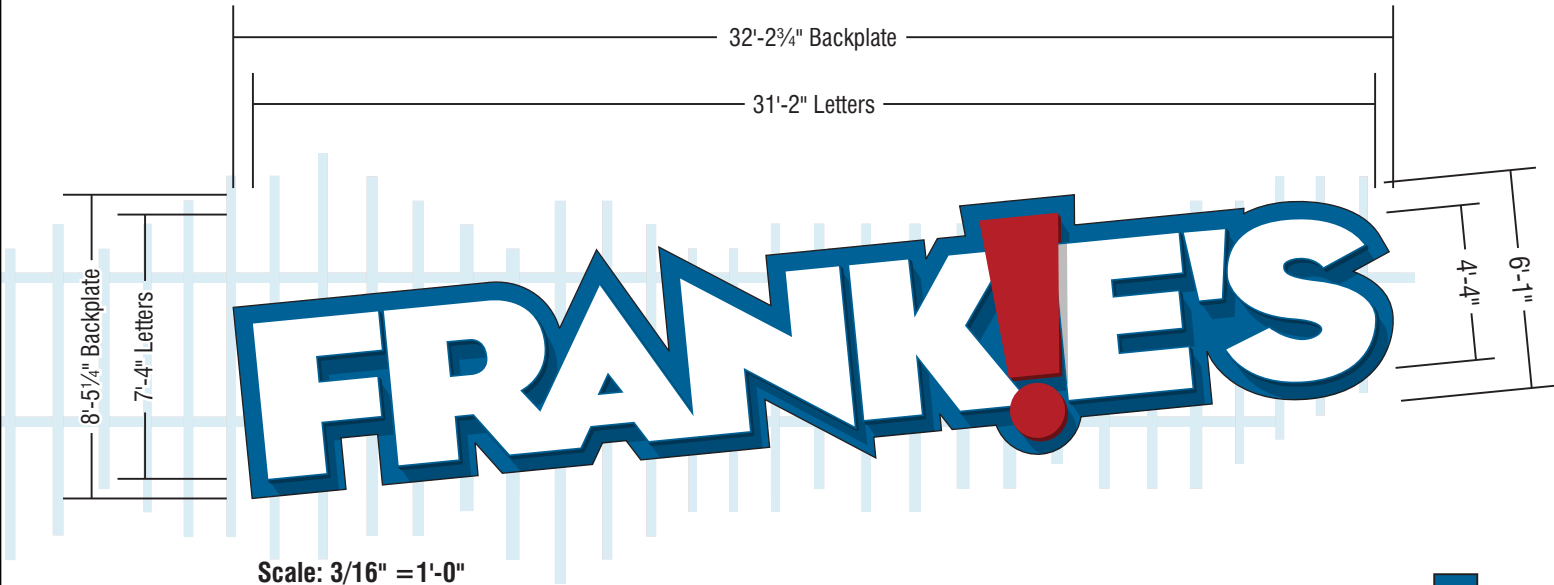
11/01/17

Revision 6:

Client Approval:

Landlord Approval:

8'-5¼" x 32'-2¾" = 271.93 Sq Ft PROPOSED
(Note that this Letter Sq Ft is contained within the Accent "Fins" Sq Ft)

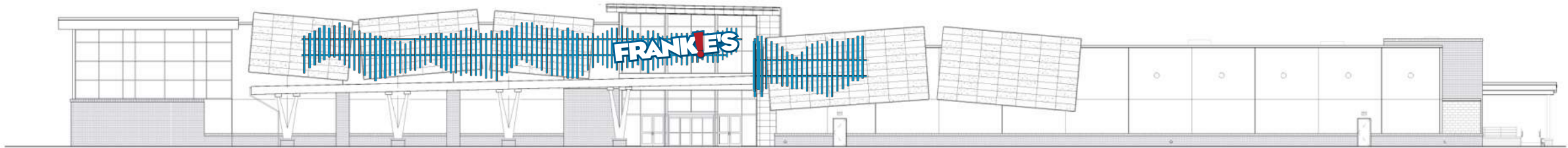
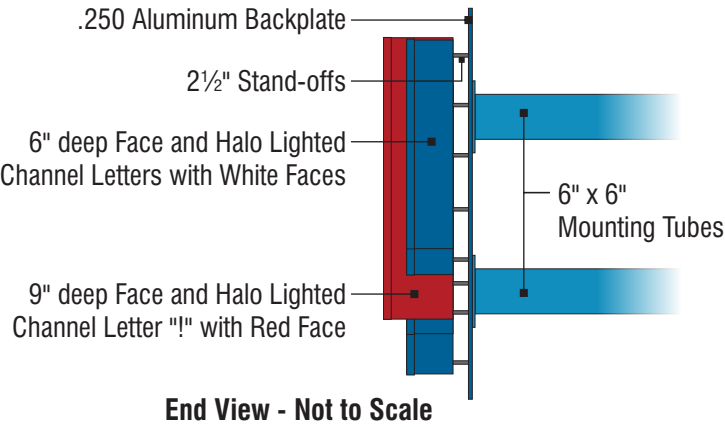


(1) Set of Face/Halo Lighted Channel Letters constructed of aluminum (6" deep & 9" deep for "!"). Letters finished to match PMS 7691 Blue. "!" finished to match PMS 7621 Red. Trimcap to match Returns. Letter faces of White Acrylic (! to have translucent Red Vinyl). Letter Backs of Clear Lexan (for Halo Illumination). Face illumination via White LEDs. Halo illumination via Blue LEDs. 120 Volts. All wiring UL approved.

Letters mounted to .250 Aluminum Backplate with 2½" stand-off spacers. Backplate mounted to curved fascia via 6" x 6" Sq Tubes with non-corrosive fasteners. Specific Mounting Details TBD.

- Letter Returns: painted to match PMS 7691 Blue (satin finish)
- Letter Trimcap: 1" Jewelite Trim to match PMS 7691 Blue
- Letter Faces: White Acrylic
- !" Returns: painted to match PMS 7621 Red (satin finish)
- !" Trimcap: 1" Jewelite Trim to match PMS 7621 Red
- !" Face: White Acrylic with 3M 3630-73 Dark Red Vinyl
- Face Illumination: White LEDs
- Halo Illumination: Blue LEDs
- Backplate: painted to match PMS 7691 Blue (satin finish)
- Mounting Tubes/Plates: painted to match PANTONE 89-1-4 C (finish TBD)

NORTH ELEVATION



NORTH ELEVATION - Scale: 1/32" = 1'-0"

Client:



Filename:
Frankies Charlotte
Exterior Signage (6)

Date:
07-27-16

Designer:
HH

Drawing No:
H-QT4678-2

Scale:
As Noted

Revision 1: 09/14/16
Revision 2: 09/29/16
Revision 3: 03/28/17
Revision 4: 04/03/17
Revision 5: 09/22/17
Revision 6: 11/01/17

Client Approval:

Landlord Approval:

NORTH ELEVATION



CAPITAL SIGN SOLUTIONS

5800 McHines Place, Suite 110
Raleigh, NC 27616

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Client:



Filename:

**Frankies Charlotte
Exterior Signage (6)**

Date:

11-01-17

Designer:

HH

Drawing No:

H-QT4678-3

Scale:

As Noted

Revision 1:

Revision 2:

Revision 3:

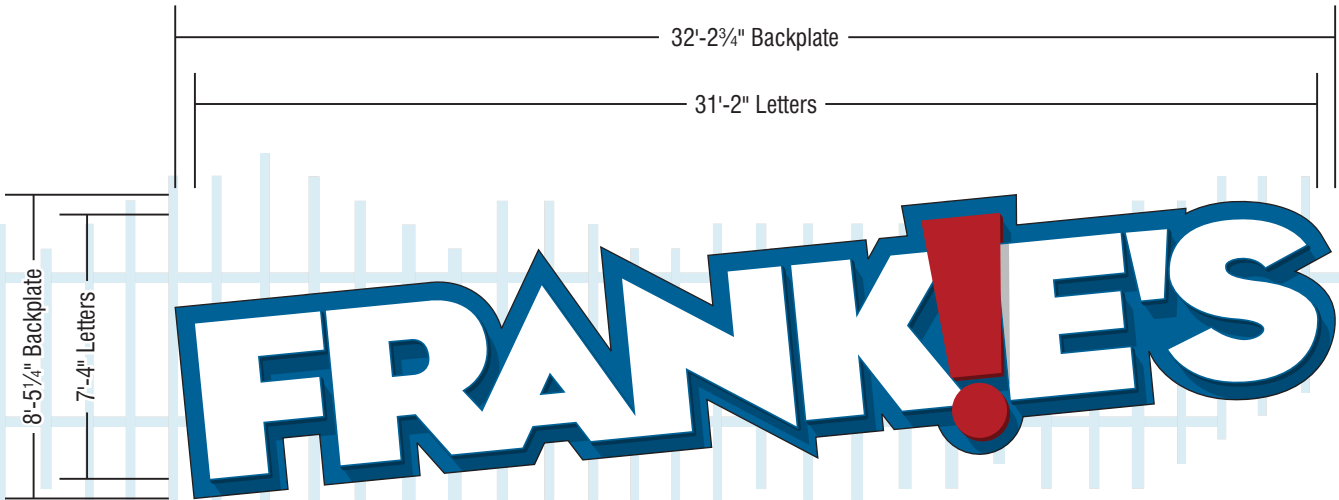
Revision 4:

Revision 5:

Revision 6:

Client Approval:

Landlord Approval:



Scale: 3/16" = 1'-0"



FRANKIE'S

FRANKIE'S

FRANKIE'S

NIGHT-TIME VIEW

18'-8" x 36'-0" = 672.0 Sq Ft PROPOSED

SOUTH ELEVATION



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Raleigh, NC 27616
Office 919 789-1452 | Cell 919 825-6917

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Client:



Filename:

Frankies Charlotte
Exterior Signage (6)

Date:

07-27-16

Designer:

HH

Drawing No:

H-QT4678-4

Scale:

As Noted

Revision 1:

09/14/16

Revision 2:

03/28/17

Revision 3:

04/03/17

Revision 4:

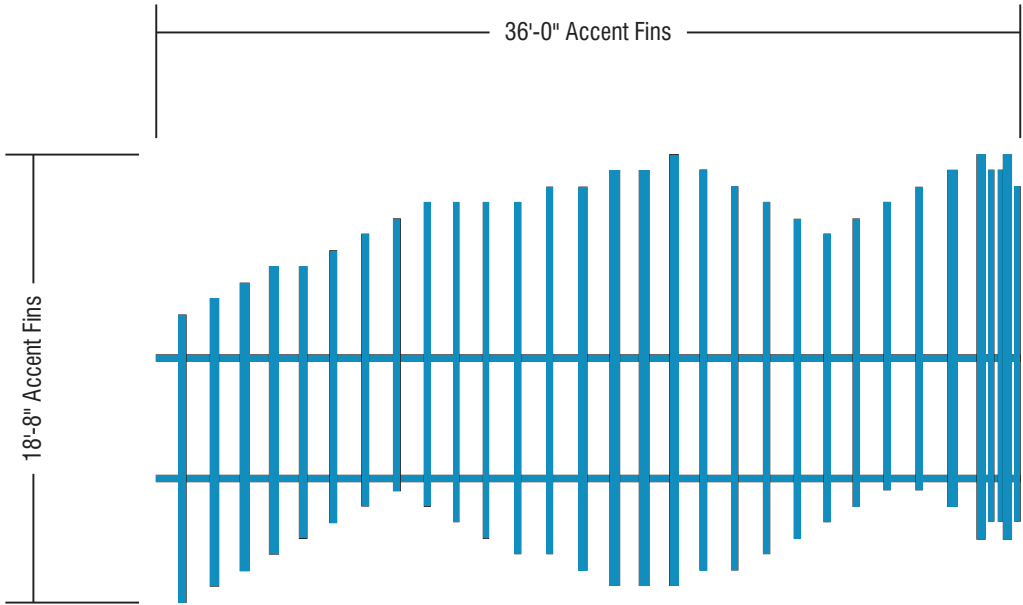
11/01/17

Revision 5:

Revision 6:

Client Approval:

Landlord Approval:

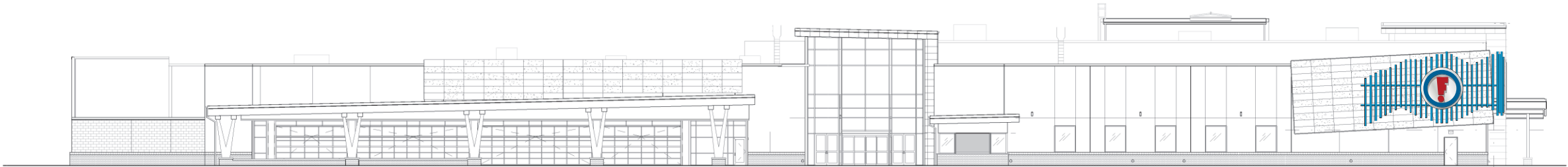
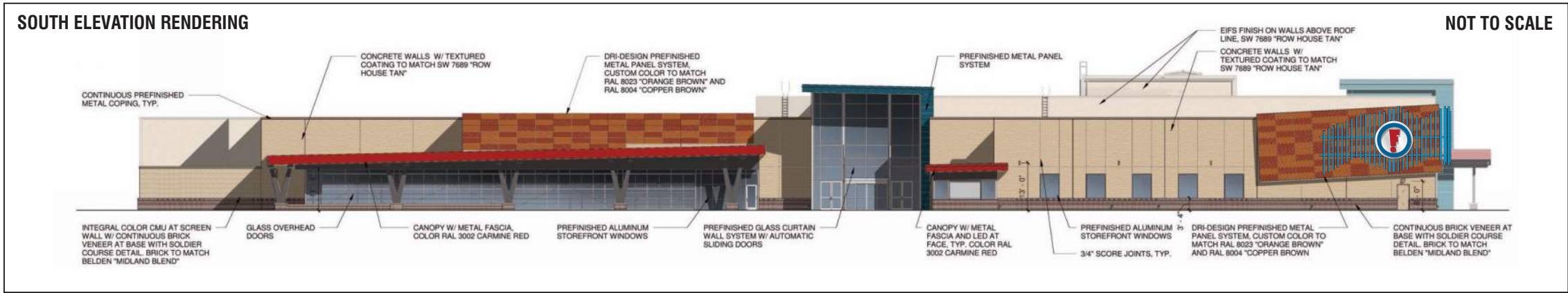


Scale: 1/8" = 1'-0"

Non-lighted Building Accent "Fins" constructed of aluminum and finished to match PANTONE 89-1-4 C.

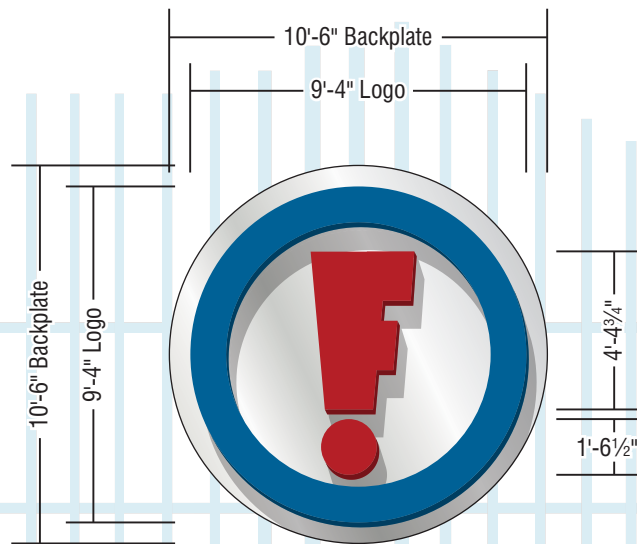
Accent "Fins" mounted to Building Fascia via aluminum sub-frame and non-corrosive fasteners. Exact Mounting Details TBD.

Accent "Fins": painted to match PANTONE 89-1-4 C (finish TBD)



SOUTH ELEVATION - Scale: 1/32" = 1'-0"

10'-6" x 10'-6" = 110.25 Sq Ft PROPOSED
(Note that this Letter Sq Ft is contained within the Accent "Fins" Sq Ft)



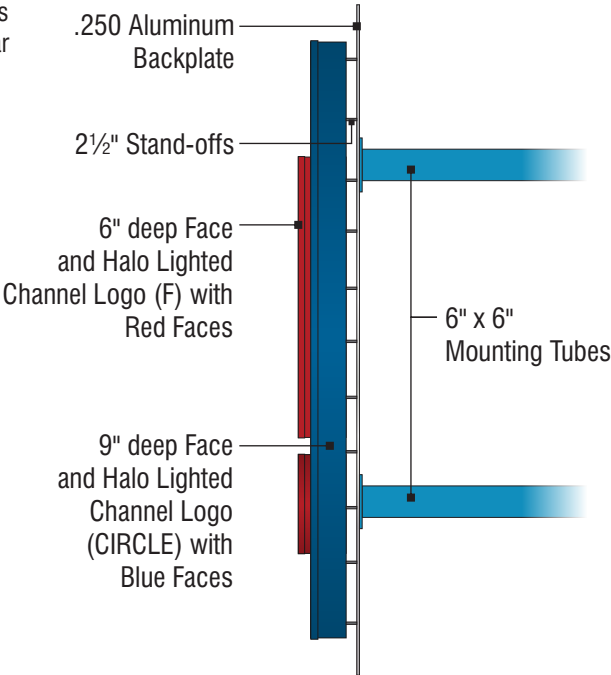
Scale: 3/16" = 1'-0"

(1) Face/Halo Lighted Channel Logo constructed of aluminum (Circle 6" deep, Letter 9" deep). Circle finished to match PMS 7691 Blue. Letter finished to match PMS 7621 Red. Trimcap to match Returns. Logo Faces of White Acrylic with translucent Red & Blue Vinyls). Logo Backs of Clear Lexan (for Halo Illumination). Face & Halo illumination via White LEDs. 120 Volts. All wiring UL approved.

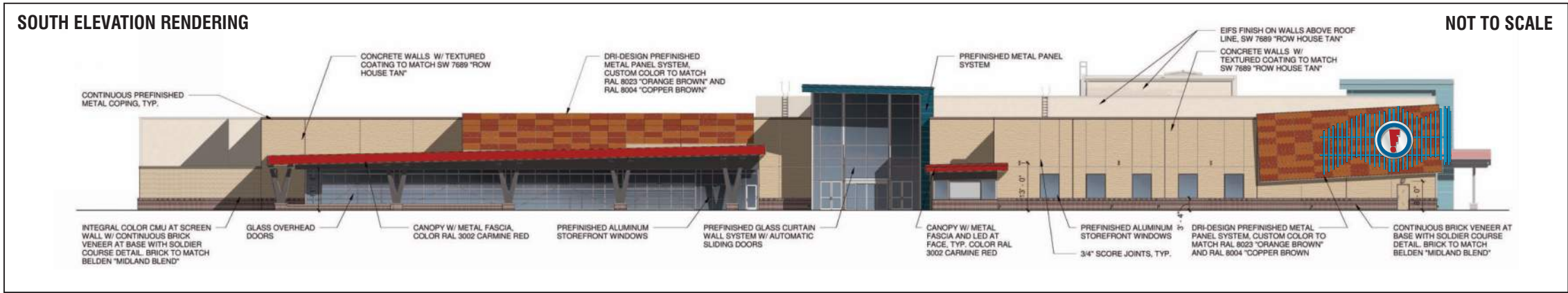
Logo mounted to .250 Aluminum Backplate with 2 1/2" stand-off spacers. Backplate mounted to curved fascia via 6" x 6" Sq Tubes with non-corrosive fasteners. Specific Mounting Details TBD.

- Circle Return: painted to match PMS 7691 Blue (satin finish)
- Circle Trimcap: 1" Jewelite Trim to match PMS 7691 Blue
- Circle Face: White Acrylic with 3M 3630-147 Light European Blue Vinyl
- Letter Returns: painted to match PMS 7621 Red (satin finish)
- Letter Trimcap: 1" Jewelite Trim to match PMS 7621 Red
- Letter Faces: White Acrylic with 3M 3630-73 Dark Red Vinyl
- Face & Halo Illumination: White LEDs
- Backplate: Clear Anodized Aluminum
- Mounting Tubes/Plates: painted to match PANTONE 89-1-4 C (finish TBD)

SOUTH ELEVATION



End View - Not to Scale



NOT TO SCALE

SOUTH ELEVATION - Scale: 1/32" = 1'-0"



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Client:



Filename:

Frankies Charlotte
Exterior Signage (6)

Date:

07-27-16

Designer:

HH

Drawing No:

H-QT4678-5

Scale:

As Noted

Revision 1: 09/14/16

Revision 2: 03/28/17

Revision 3: 04/03/17

Revision 4: 09/22/17

Revision 5: 11/01/17

Revision 6:

Client Approval:

Landlord Approval:

SOUTH ELEVATION



CAPITAL SIGN SOLUTIONS

5800 McHines Place, Suite 110
Raleigh, NC 27616

Office 919 789-1452 | Cell 919 825-6917

www.capitalsignsolutions.com

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Client:



Filename:

**Frankies Charlotte
Exterior Signage (6)**

Date:

11-01-17

Designer:

HH

Drawing No:

H-QT4678-6

Scale:

As Noted

Revision 1:

Revision 2:

Revision 3:

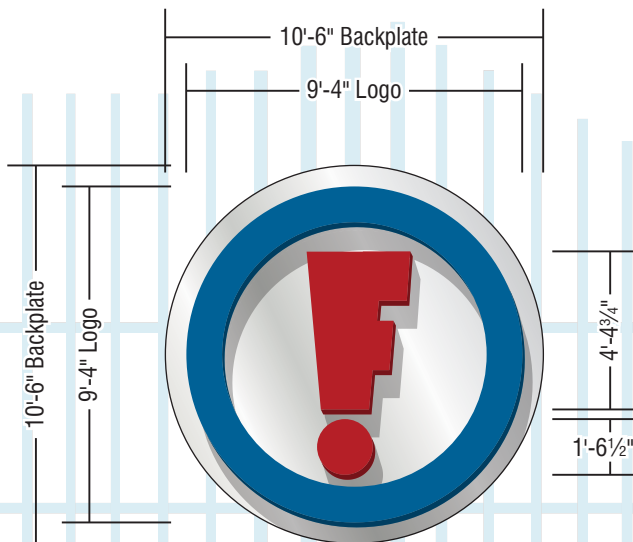
Revision 4:

Revision 5:

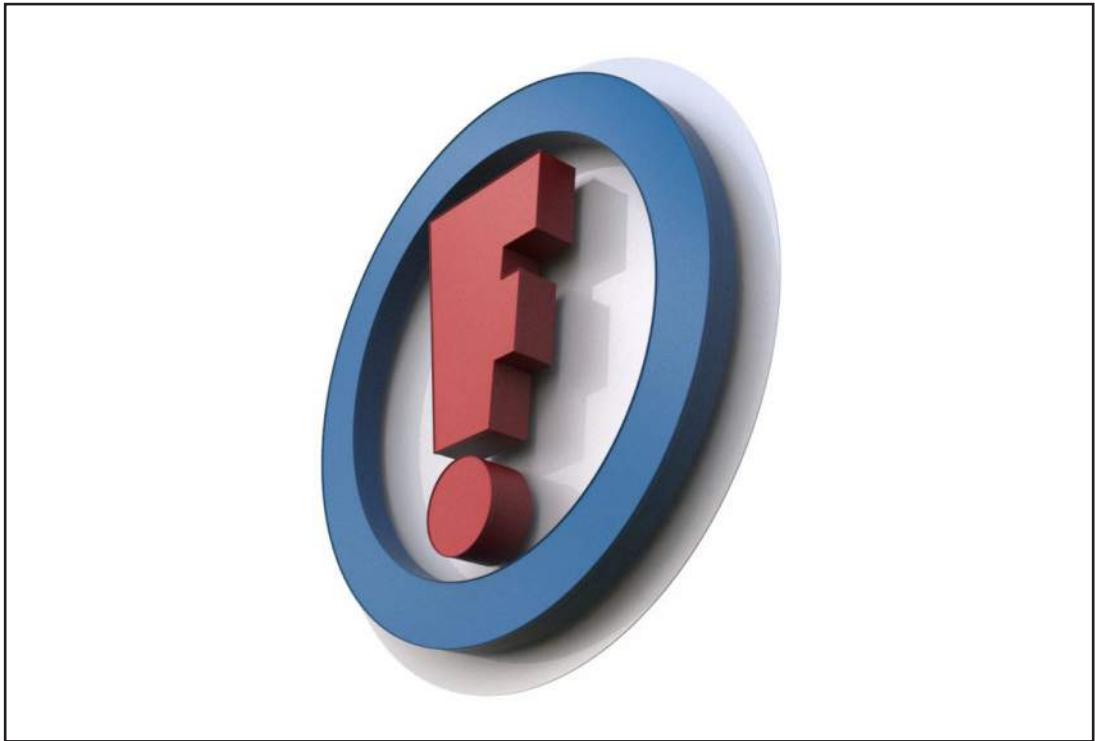
Revision 6:

Client Approval:

Landlord Approval:



Scale: 3/16" = 1'-0"



NIGHT-TIME VIEW

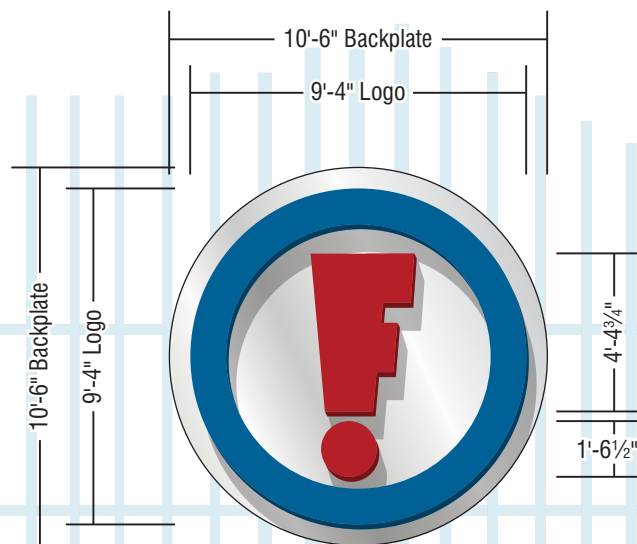


NOT TO SCALE

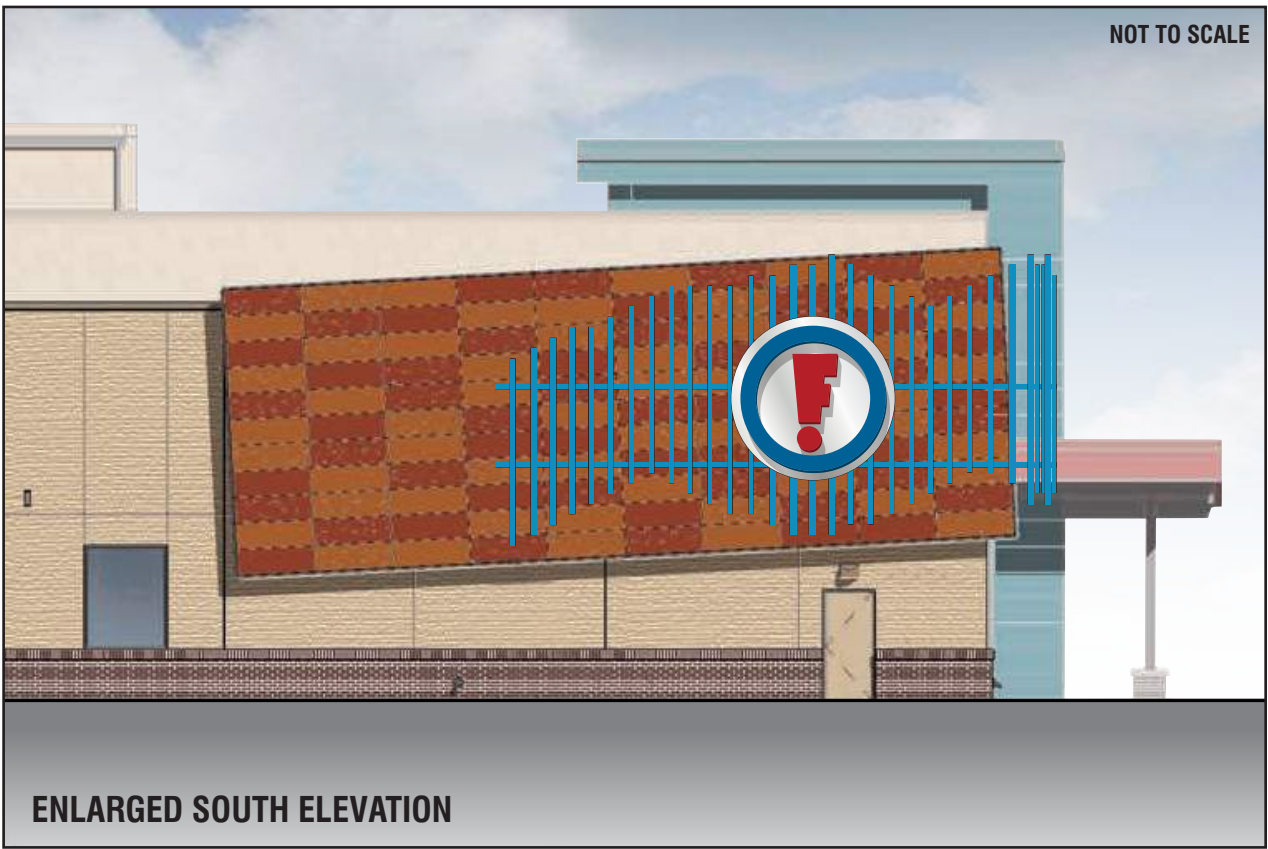
ENLARGED SOUTH ELEVATION

ALTERNATE OPTION SHOWN WITH BLUE & RED HALO

SOUTH ELEVATION



Scale: 3/16" = 1'-0"



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Client:



Filename:

**Frankies Charlotte
Exterior Signage (6)**

Date:

11-01-17

Designer:

HH

Drawing No:

H-QT4678-7

Scale:

As Noted

Revision 1:

Revision 2:

Revision 3:

Revision 4:

Revision 5:

Revision 6:

Client Approval:

Landlord Approval:

COLOR OPTIONS

SOUTH ELEVATION

OPTION A

NOT TO SCALE

ENLARGED SOUTH ELEVATION

NIGHT-TIME VIEW

Red Face and Return for "F", Blue Face and Return for Circle, Anodized Aluminum Backplate - WHITE HALO

OPTION D

NOT TO SCALE

ENLARGED SOUTH ELEVATION

NIGHT-TIME VIEW

White Faces for "F" and Circle, Red Return for "F", Blue Return for Circle, Blue Backplate - BLUE & RED HALO

OPTION B

NOT TO SCALE

ENLARGED SOUTH ELEVATION

NIGHT-TIME VIEW

Red Face and Return for "F", Blue Face and Return for Circle, White Backplate - WHITE HALO

OPTION E

NOT TO SCALE

ENLARGED SOUTH ELEVATION

NIGHT-TIME VIEW

Red Face and Return for "F" and Circle, Anodized Aluminum Backplate - WHITE HALO

OPTION C

NOT TO SCALE

ENLARGED SOUTH ELEVATION

NIGHT-TIME VIEW

Red Face and Return for "F", White Face and Blue Return for Circle, Blue Backplate - BLUE & WHITE HALO

OPTION F

NOT TO SCALE

ENLARGED SOUTH ELEVATION

NIGHT-TIME VIEW

Blue Face and Return for "F" and Circle, Anodized Aluminum Backplate - WHITE HALO



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Filename:
Frankies Charlotte
Exterior Signage (6)

Date:
11-01-17

Designer:
HH

Drawing No:
H-QT4678-8

Scale:
Not to Scale

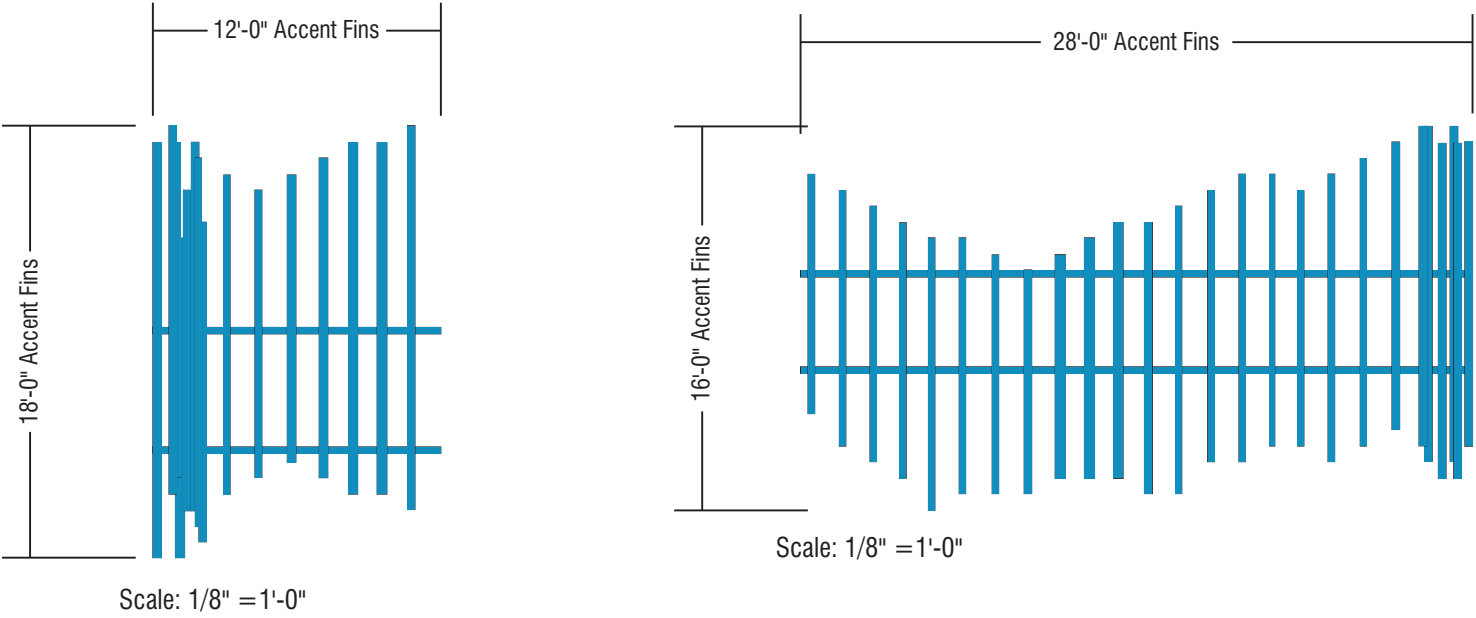
- Revision 1:
Revision 2:
Revision 3:
Revision 4:
Revision 5:
Revision 6:

Client Approval:

Landlord Approval:

(18'-0" x 12'-0" = 216.0 Sq Ft) + (16'-0" x 28'-0" = 448.0 Sq Ft) = **664.0 Sq Ft PROPOSED**

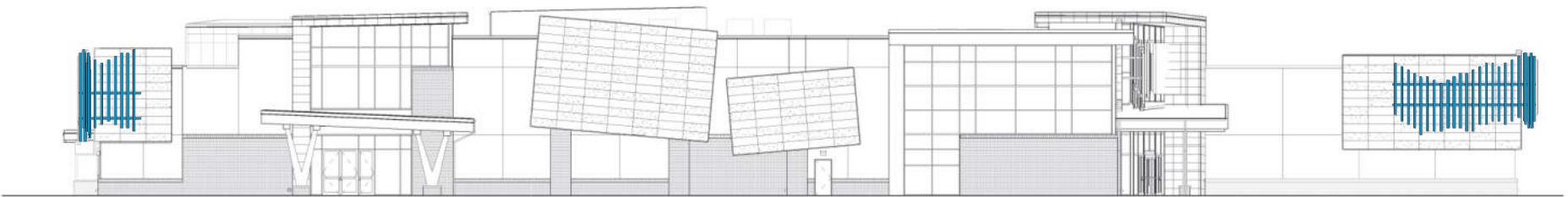
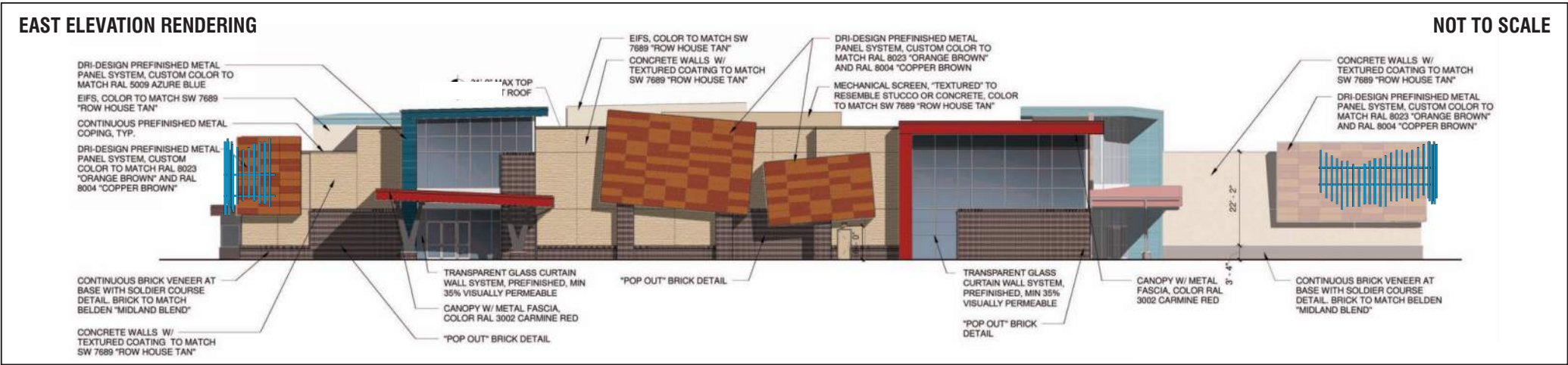
EAST ELEVATION



Non-lighted Building Accent "Fins" constructed of aluminum and finished to match PANTONE 89-1-4 C.

Accent "Fins" mounted to Building Fascia via aluminum sub-frame and non-corrosive fasteners. Exact Mounting Details TBD.

 Accent "Fins": painted to match PANTONE 89-1-4 C (finish TBD)



EAST ELEVATION - Scale: 1/32" = 1'-0"



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Filename:
**Frankies Charlotte
Exterior Signage (6)**

Date:
07-27-16

Designer:
HH

Drawing No:
H-QT4678-9

Scale:
As Noted

Revision 1: **09/14/16**

Revision 2: **09/29/16**

Revision 3: **03/28/17**

Revision 4: **04/03/17**

Revision 5:

Revision 6:

Client Approval:

Landlord Approval:

“FINS” SUB-FRAME & SUPPORTS FOR LETTERS



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Client:



Filename:

**Frankies Charlotte
Exterior Signage (6)**

Date:

09-14-16

Designer:

HH

Drawing No:

H-QT4678-10

Scale:

Not to Scale

Revision 1:

Revision 2:

Revision 3:

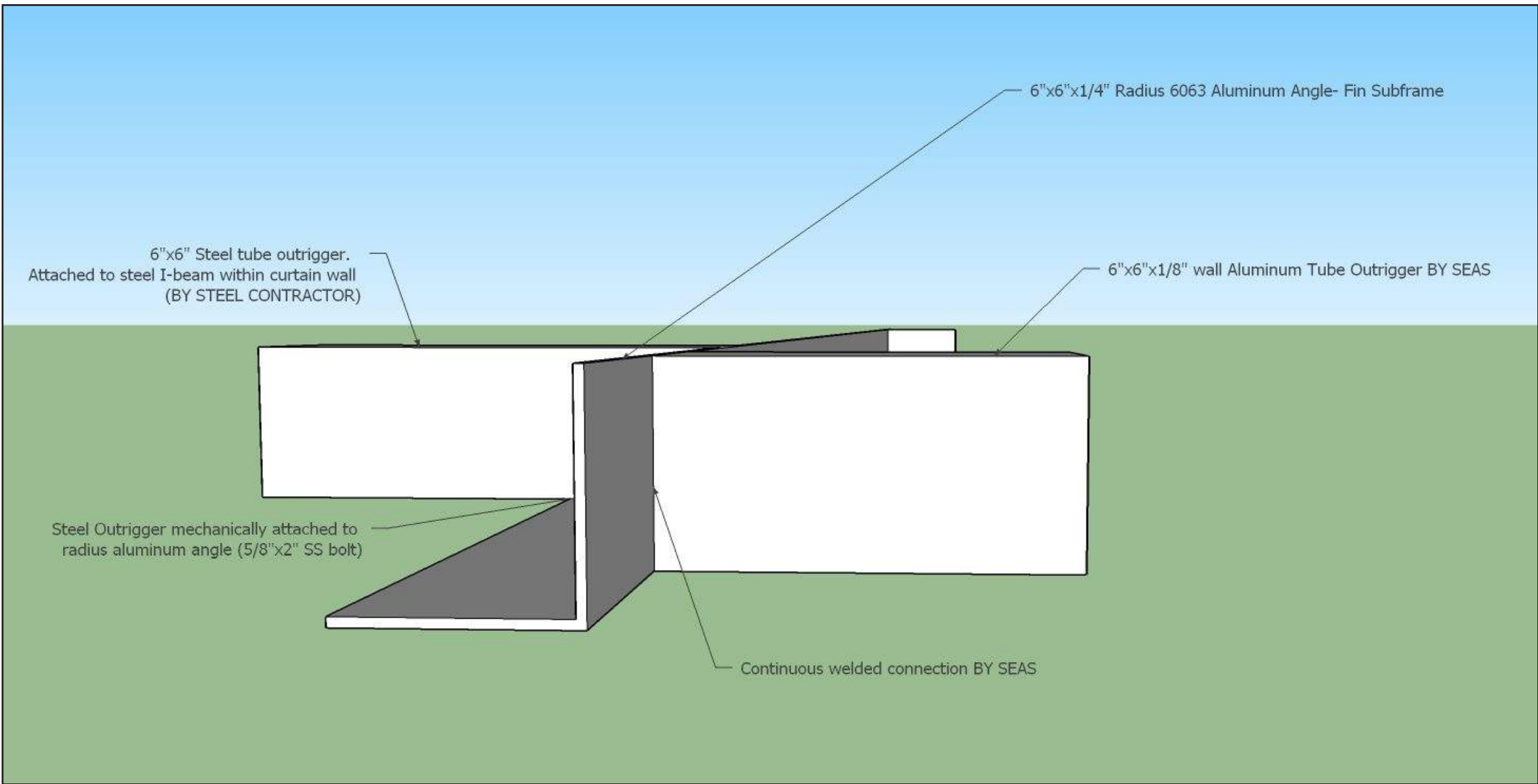
Revision 4:

Revision 5:

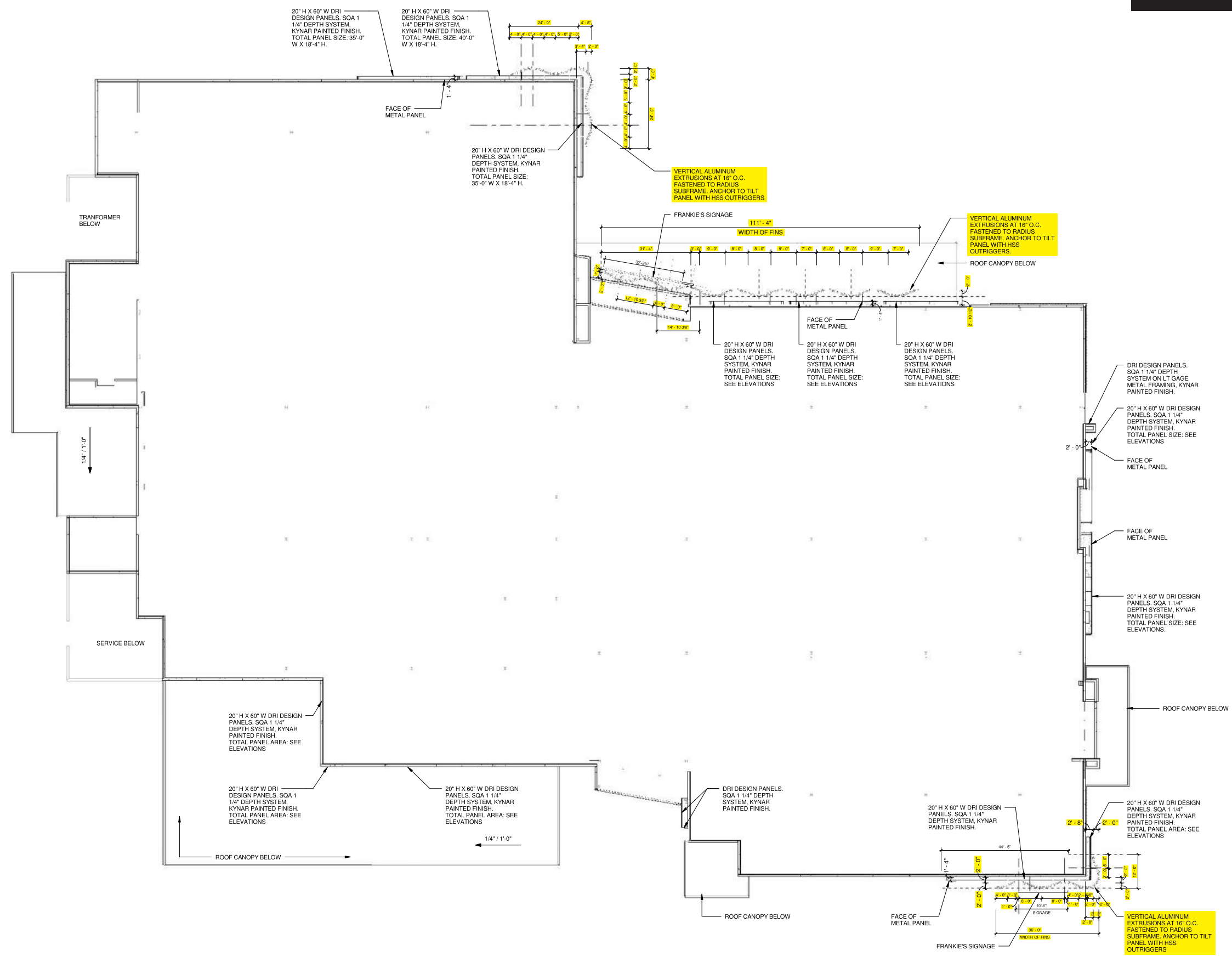
Revision 6:

Client Approval:

Landlord Approval:



“FINS” SITE PLAN



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Client:



Filename:
**Frankies Charlotte
Exterior Signage (6)**

Date:
09-14-16

Designer:
HH

Drawing No:
H-QT4678-11

Scale:
Not to Scale

Revision 1: **04/03/17**

Revision 2: **11/01/17**

Revision 3:

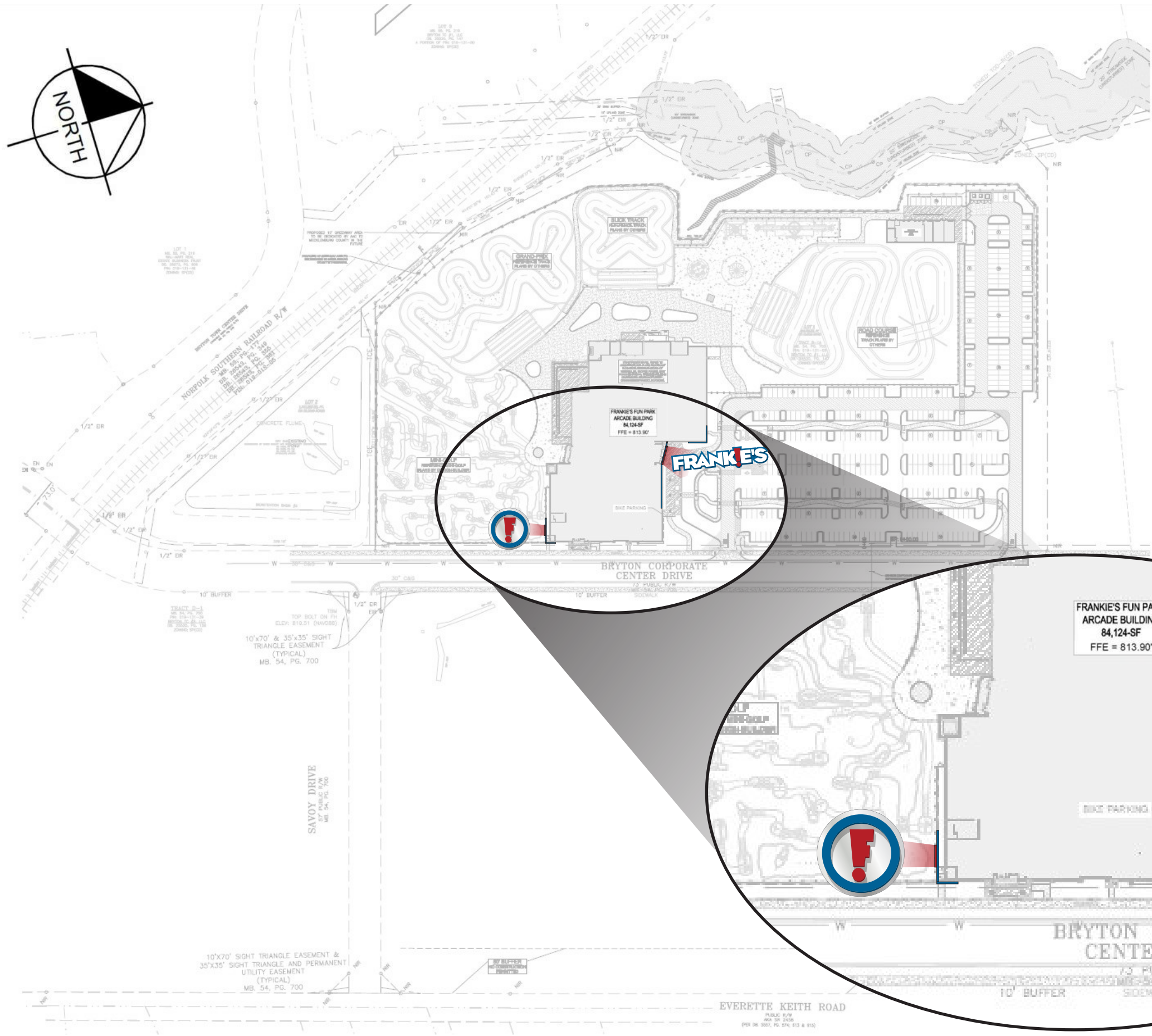
Revision 4:

Revision 5:

Revision 6:

Client Approval:

Landlord Approval:



SITE PLAN

SITE PLAN LEGEND

- Architectural "Fins"
- Lighted Channel Letters



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Client:



Filename:
**Frankies Charlotte
Exterior Signage (6)**

Date:
07-27-16

Designer:
HH

Drawing No:
H-QT4678-12

Scale:
Not to Scale

Revision 1: **09/14/16**

Revision 2: **09/29/16**

Revision 3: **03/28/17**

Revision 4: **04/03/17**

Revision 5: **11/01/17**

Revision 6:

Client Approval:

Landlord Approval:

Frankie's Fun Park

Bryton Corporate Center Parkway, Huntersville
#16008

Meeting Minutes

Meeting: Neighborhood Meeting for Proposed Amendment to Bryton Master Signage Program
Date: Monday, September 25, 2017 at 5:30pm
Location: Town of Huntersville – Town Hall
101 Huntersville-Concord Rd
Huntersville, NC 28078
Issue Date: October 10, 2017

Attendees:

Name	Initials	Company	Phone	E-mail
Brian Richards	BR	Town of Huntersville	704.766.2218	Brichards@huntersville.org
Carol Bacon	CB	ADW Architects	704.379.1919	cbacon@adwarchitects.com
Bob Lauer	BL	ADW Architects	704.379.1919	blauer@adwarchitects.com
Dan Boone	DB	Commissioner, Town of Huntersville	704.948.1685	dboone@huntersville.org

The purpose of this meeting was to present the proposed amendment for the Bryton Master Sign Program for the exterior signage at Frankie's for the public to review. This was the first phase of the approval process with the Town of Huntersville Planning Department.

The following is a summary of the major items discussed at this meeting:

	Description	Action
1	Review of Signage	
1.1	CB/BR reviewed with DB the locations of the proposed exterior signage.	
1.2	The group discussed the typical requirements for signage under the Zoning Ordinance. BR explained that the signage amendment goes through the same process as a rezoning item.	
1.3	DB asked BR about any potential concerns or issues with the proposal. BR explained that the uniqueness and scale of the Frankie's project warrants a separate review for exterior signage. BR stated that he does not have any concerns about the proposed signage design.	

To the best of our knowledge, the items above were discussed as indicated. Should there be any additions or corrections necessary, please notify ADW Architects within seven days. We will otherwise consider these meeting minutes an accurate record for proceeding with the necessary "actions", unless informed otherwise.

Prepared by: Carol Bacon, ADW Architects, p.a.

Attachments:
Sign-in Sheet

Copies via e-mail distribution: Attendees, David Jarrett (AAC)

SIGN-IN SHEET

DAN BOONE

317 South Lane Rd.

4-6-11

UNIFIED SIGNAGE PACKAGE

BRYTON

Prepared for:

BRYTON
A Transit-Oriented Development
Huntersville, North Carolina

American Asset Corporation
Charlotte, North Carolina

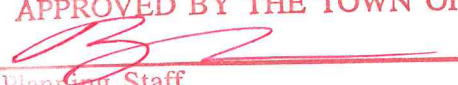
Rhein Medall Communities
Charlotte, North Carolina

Prepared by:

LandDesign, Inc.
Charlotte, North Carolina

WRG Design, Inc.
Charlotte, North Carolina

April 2008
Revised March 2011

COMMERCIAL SITE PLAN
APPROVED BY THE TOWN OF HUNTERSVILLE

Planning Staff Date 5/6/11

UNIFIED SIGNAGE PACKAGE
BRYTON

Prepared for:



American Asset Corporation
Charlotte, North Carolina

Rhein Medall Communities
Charlotte, North Carolina

Prepared by:

LandDesign, Inc.
Charlotte, North Carolina

WRG Design, Inc.
Charlotte, North Carolina

April 2008
Revised March 2011

UNIFIED SIGNAGE PACKAGE

BRYTON

Table of Contents:	Page:
I. Signage Precedents	3
II. Signage Plan	
A. Overall Signage Masterplan	4-5
III. Signage Concepts	
A. Gateway Monument Sign	6
B. Major Neighborhood Monument Sign	7
C. Retail Signs	
i. Primary Retail Signs	8-9
ii. Secondary Retail Sign	10
D. Corporate Signs	
i. Primary Corporate Sign	11
ii. Secondary Corporate Sign	12
E. Residential Signs	13-14
F. Directional Signs	15-17
G. Wall Details	18-19
H. Trail Markers	20
I. Traffic Regulatory Signs	21
J. Temporary Signs	22
K. Building Signage	23-24
IV. Logos	25



UNIFIED SIGNAGE PACKAGE

BRYTON



Unified Development Sign



Painted Wall Sign



Wall/Plaque Sign



Hanging Sign

SIGNAGE AND WAYFINDING

The family of signs that have been designed for Bryton reflect the community's personality and use common elements to create a cohesive wayfinding system. Stone, concrete, masonry, painted aluminum and the Bryton graphic are combined to present a distinctive look that defines this community.

The maximum amount of allowable wall mounted signage per individually constructed tenant space of on non-street fronting wall shall not exceed 25% of the area of the street fronting sign, up to a maximum of 32 square feet. This 25% increase may only be used on one non-street fronting wall.



Awnings on Main Street



Window Sign



Entry Monument



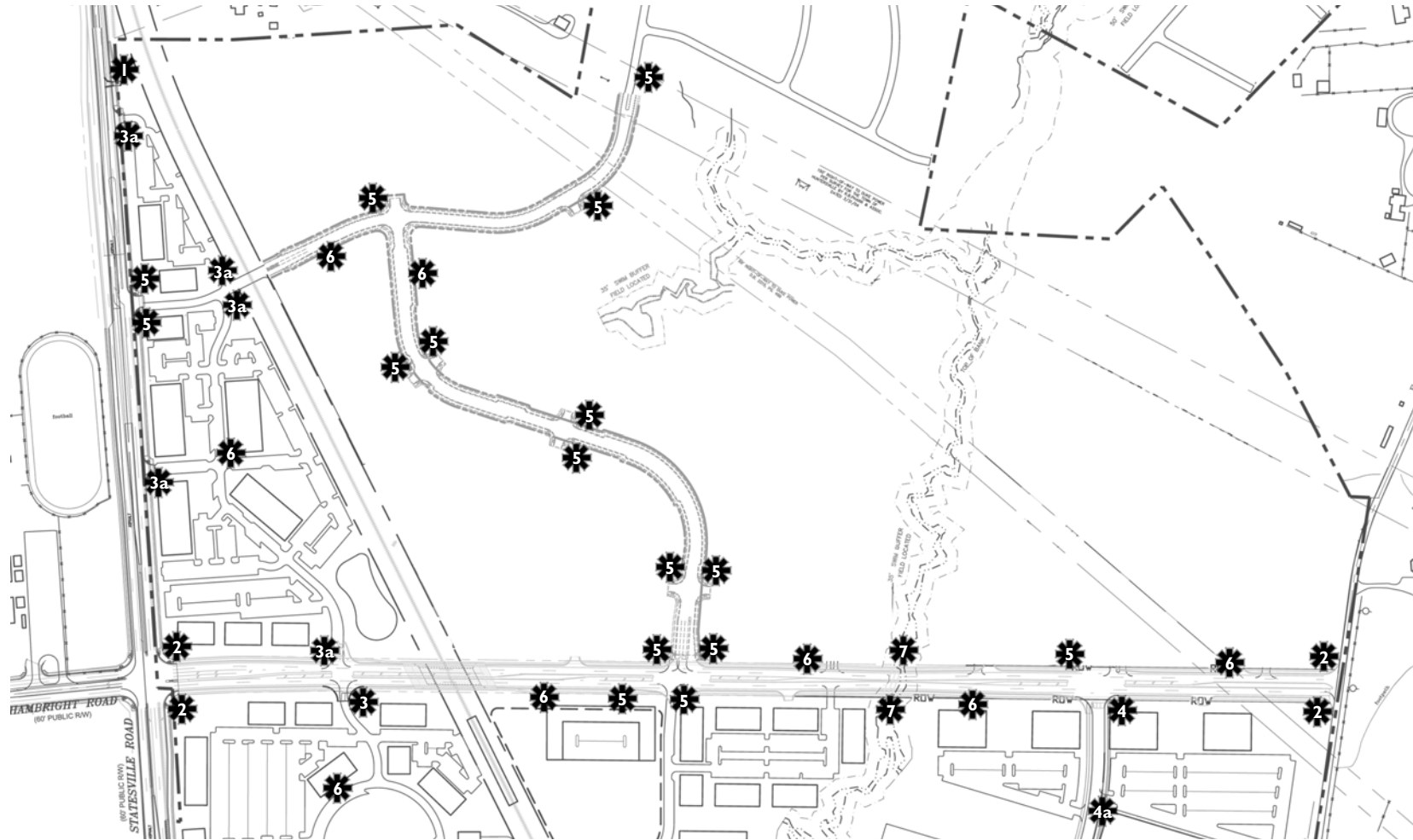
Banners and Awnings



Park Monument

UNIFIED SIGNAGE PACKAGE

BRYTON

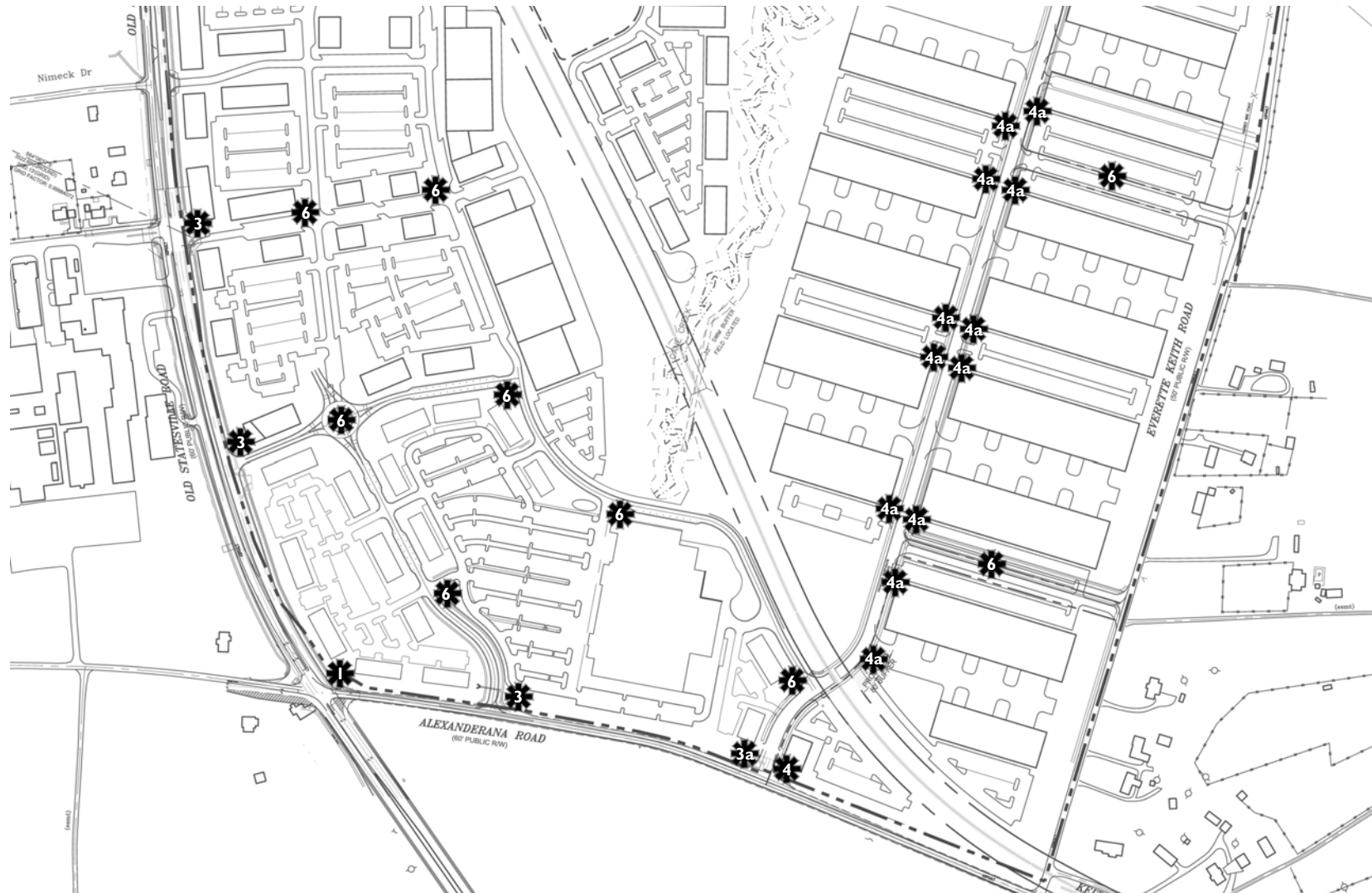


LEGEND:

- | | | | | |
|-----------------------------|------------------|---------------------|------------------------|-----------------------|
| Gateway Monument | Primary Retail | Primary Corporate | Residential | Greenway Trail Marker |
| Major Neighborhood Monument | Secondary Retail | Secondary Corporate | Directional/Wayfinding | |

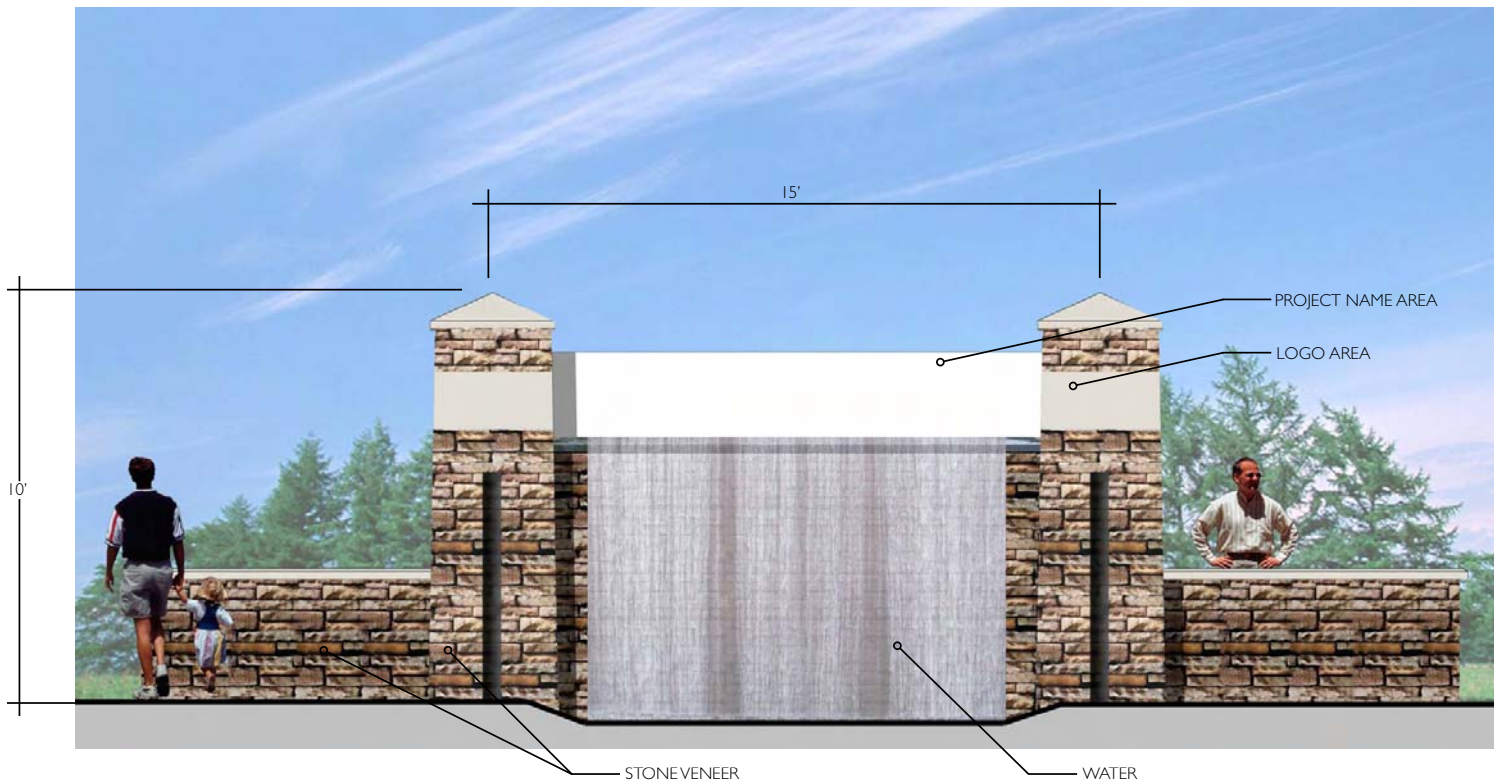
UNIFIED SIGNAGE PACKAGE

BRYTON



UNIFIED SIGNAGE PACKAGE

BRYTON



Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Gateway Monument Sign



UNIFIED SIGNAGE PACKAGE

BRYTON

MAJOR NEIGHBORHOOD MONUMENT SIGN

American Asset Corporation and The developer will construct the primary entry monument located at the intersection of Old Statesville Road and Hambright Road. American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.



Major Neighborhood Monument Sign

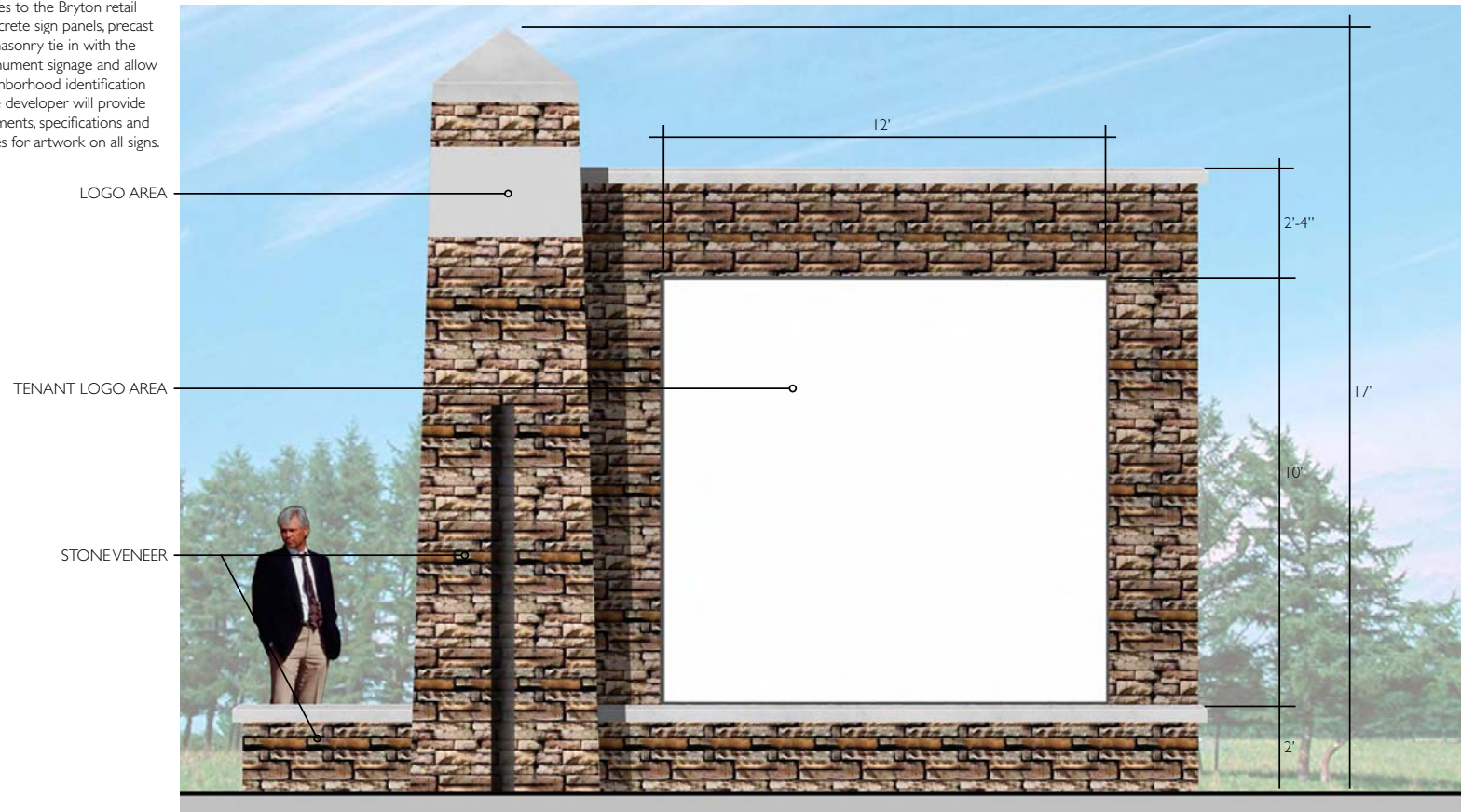
Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

UNIFIED SIGNAGE PACKAGE

BRYTON

PRIMARY RETAIL SIGN

These retail monument signs will be located at primary entrances to the Bryton retail center. Precast concrete sign panels, precast stacked stone or masonry tie in with the neighborhood monument signage and allow for a cohesive neighborhood identification signage system. The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.

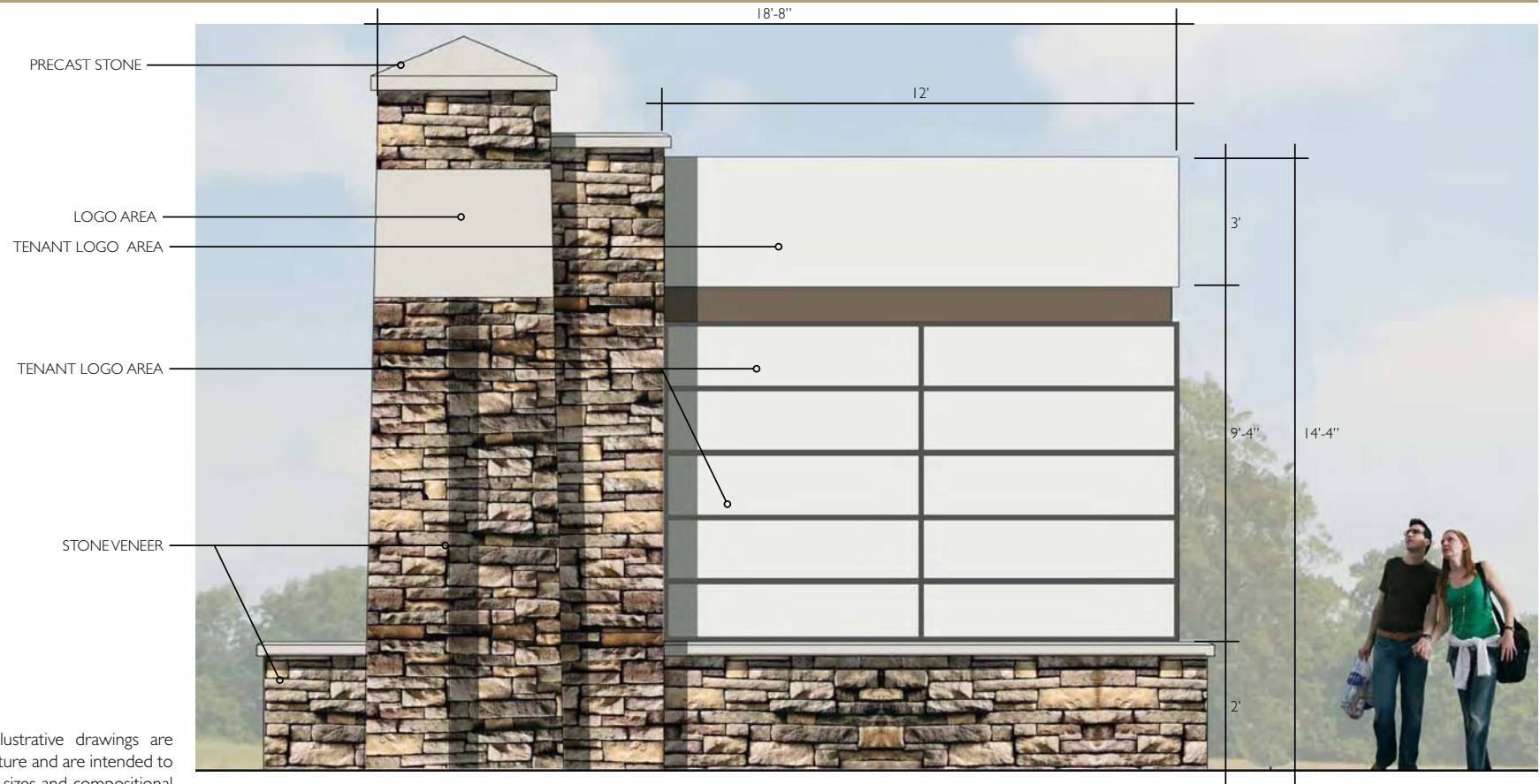


Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Primary Retail Sign - Option 1

UNIFIED SIGNAGE PACKAGE

BRYTON



Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

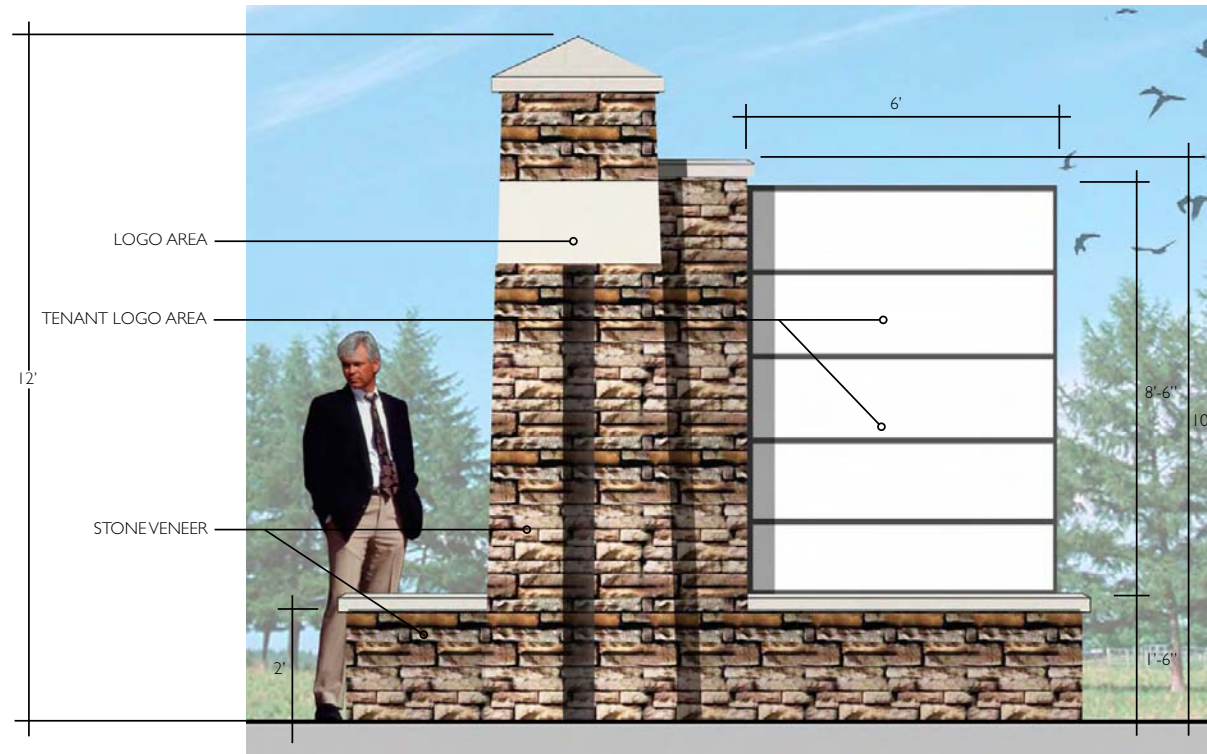
Primary Retail Sign - Option 2

UNIFIED SIGNAGE PACKAGE

BRYTON

SECONDARY RETAIL SIGN

The secondary retail monument signs will be located within the Bryton retail center to identify individual retail establishments. Precast concrete sign panels, precast stacked stone or masonry tie in with the primary retail signage and allow for a cohesive neighborhood identification signage system. The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.

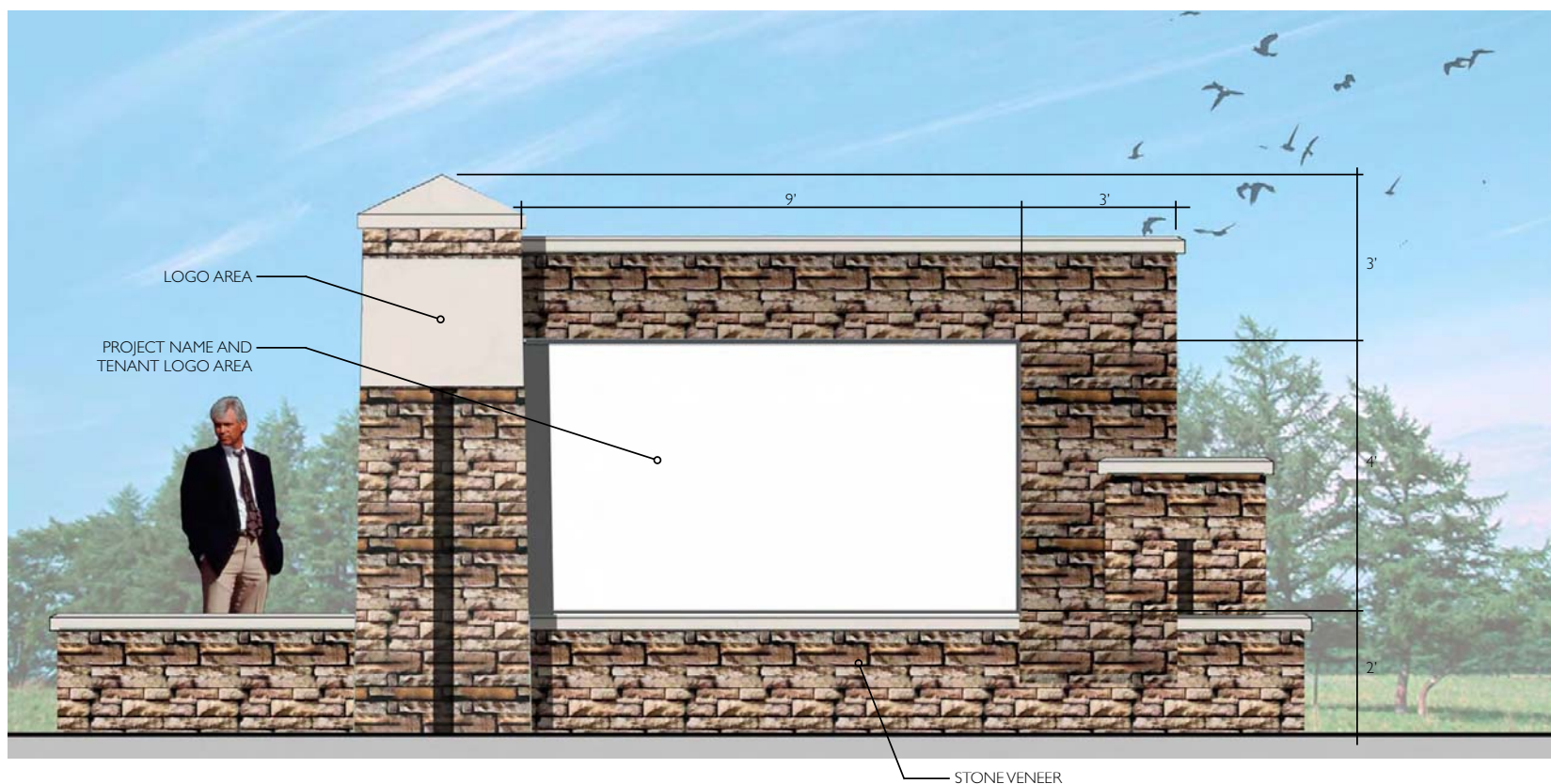


Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Secondary Retail Sign

UNIFIED SIGNAGE PACKAGE

BRYTON

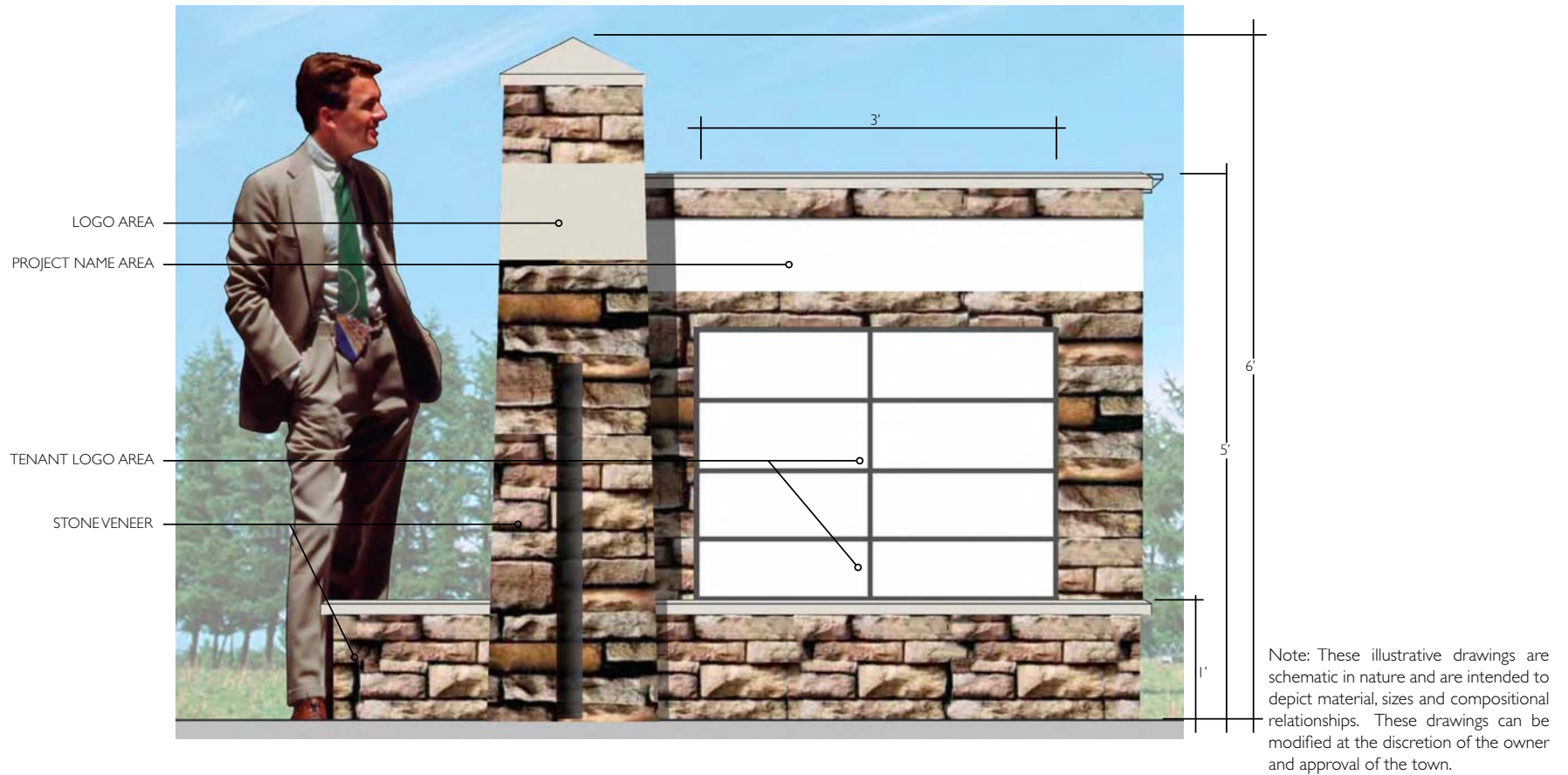


Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Primary Corporate Center/Office Park Sign

UNIFIED SIGNAGE PACKAGE

BRYTON



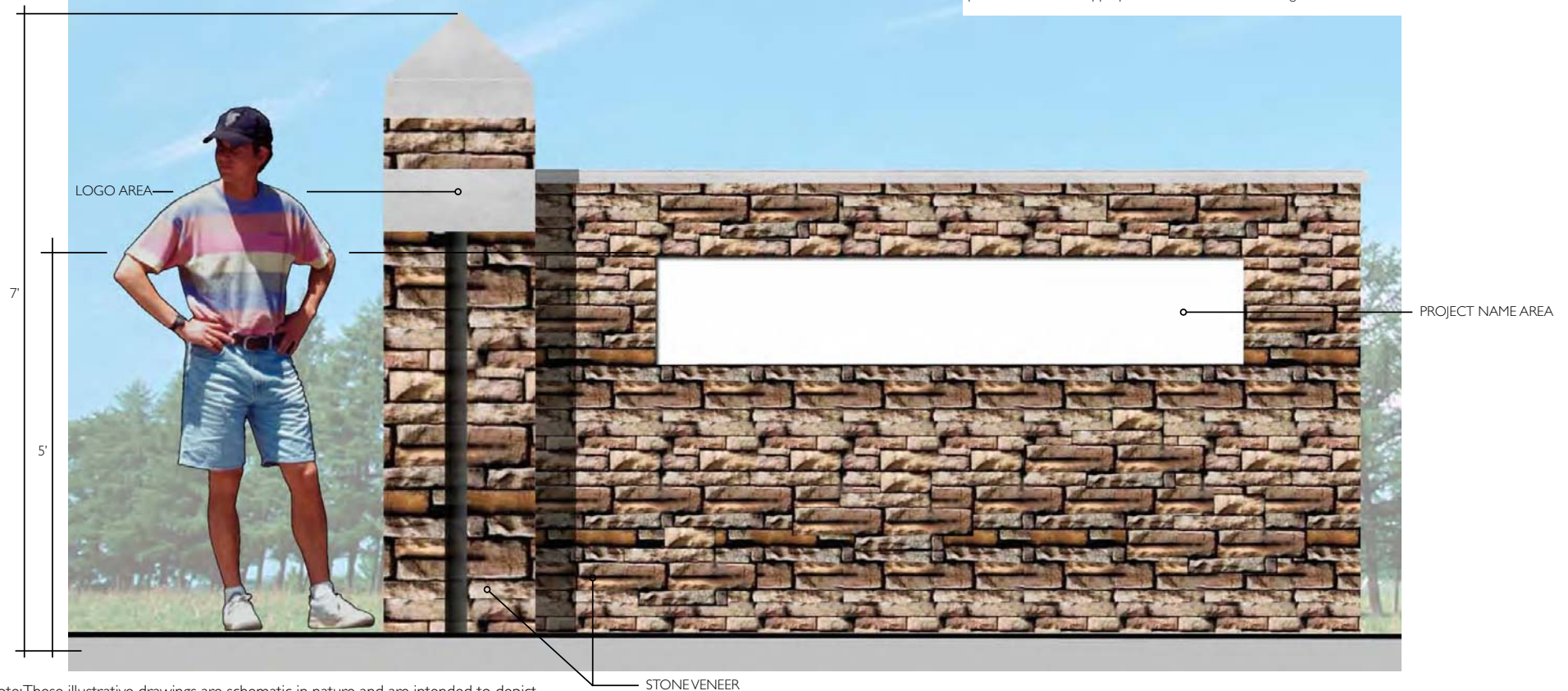
Secondary Corporate Center/Office Park Sign

UNIFIED SIGNAGE PACKAGE

BRYTON

PRIMARY RESIDENTIAL SIGN

These residential monument signs will be located at primary entrances for the Bryton neighborhood. Precast concrete sign panels, precast stacked stone or masonry tie in with the neighborhood monument signage and allow for a cohesive neighborhood identification signage system. The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.

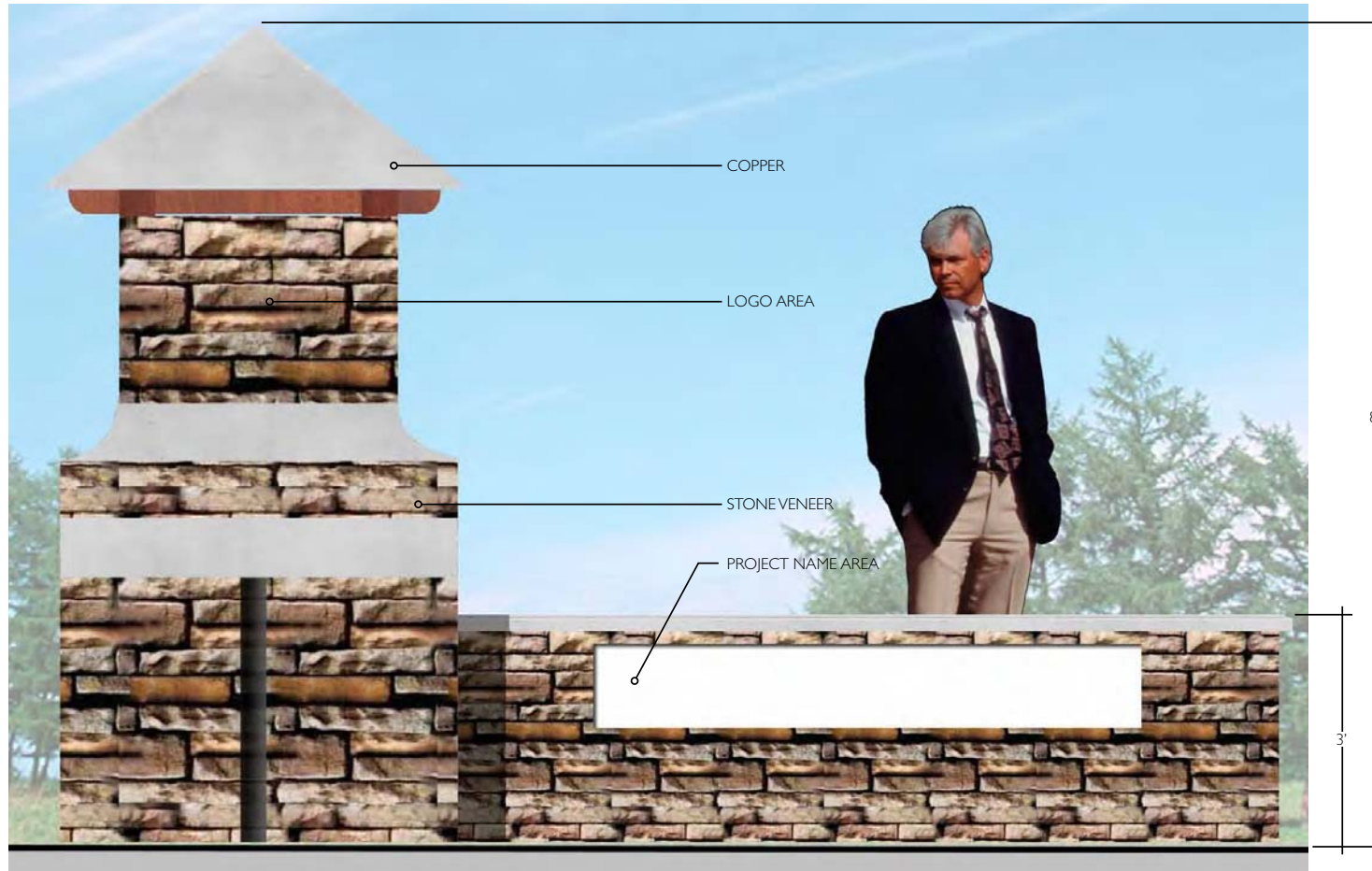


Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Residential Sign - Option I

UNIFIED SIGNAGE PACKAGE

BRYTON



Residential Sign - Option 2

Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

UNIFIED SIGNAGE PACKAGE

BRYTON

DIRECTIONAL SIGN

For the purposes of directing and informing pedestrian and vehicular traffic to parking, shops and other amenities within the Bryton neighborhood a series of signs have been designed to create a cohesive and unified system for wayfinding throughout the community. Directional signs to be painted aluminum panels with vinyl lettering and symbols (typical). American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.

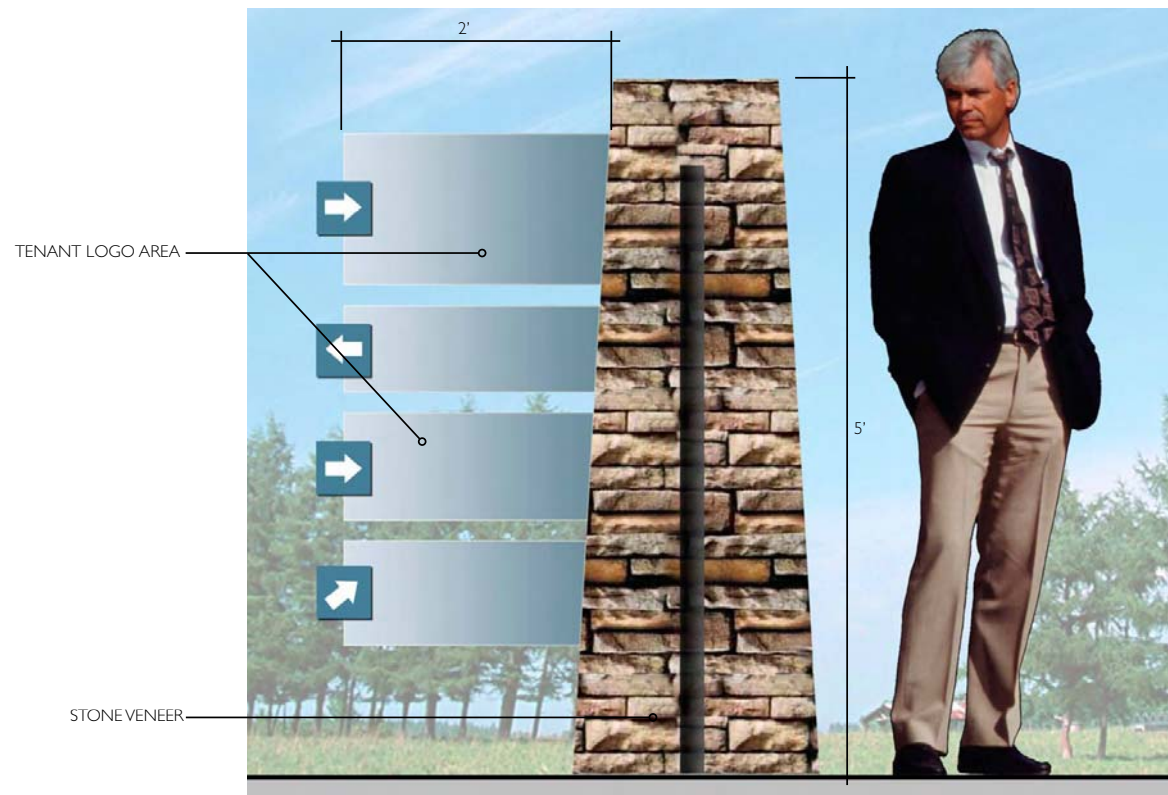


Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Directional Sign - Option I

UNIFIED SIGNAGE PACKAGE

BRYTON

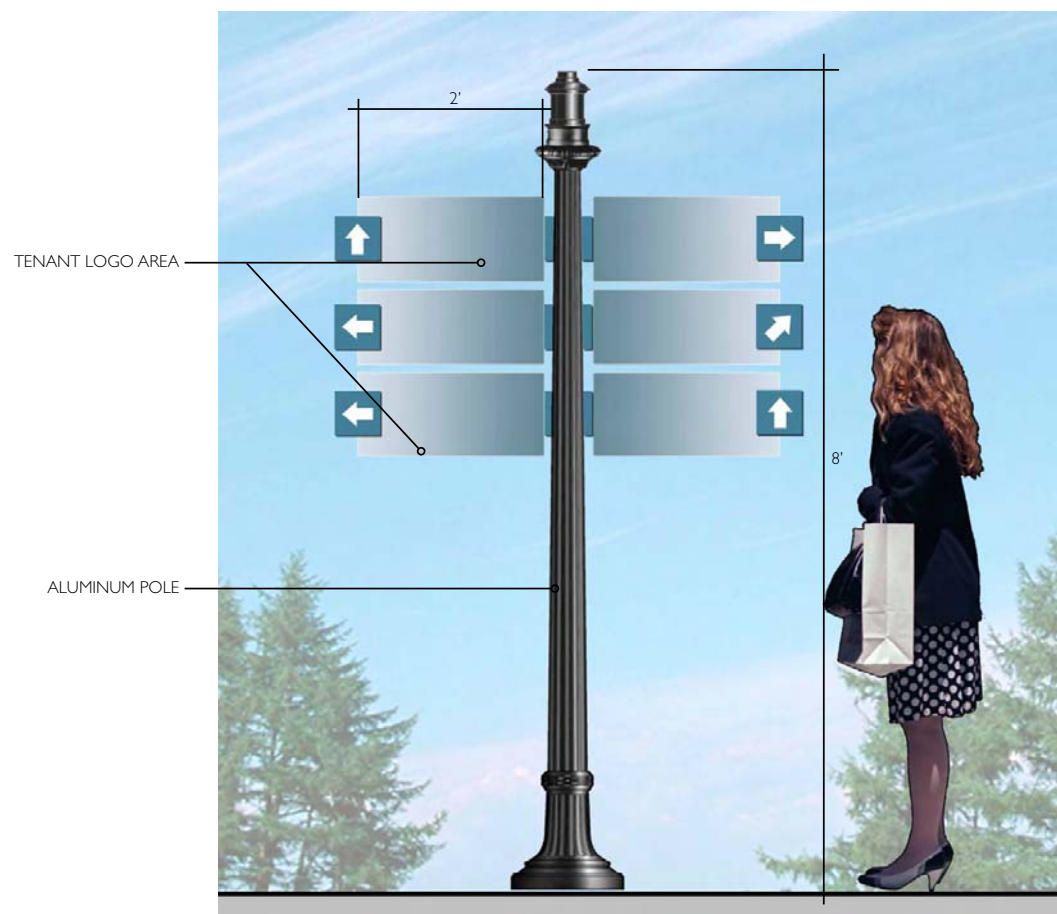


Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Directional Sign - Option 2

UNIFIED SIGNAGE PACKAGE

BRYTON



Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

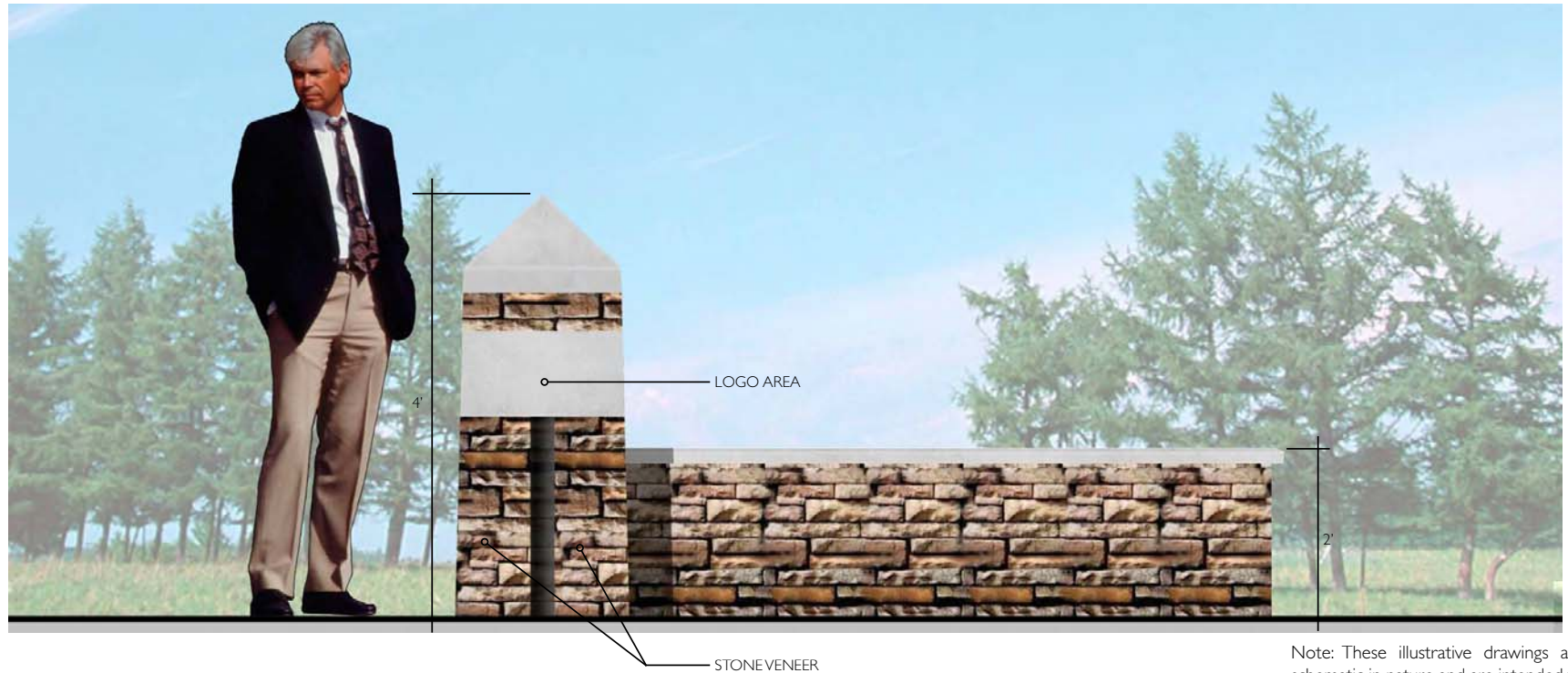
Directional Sign - Option 3

UNIFIED SIGNAGE PACKAGE

BRYTON

WALL DETAIL

Identification signs will be located within the overall neighborhood development to mark property boundaries and reinforce the Bryton brand. Precast concrete sign panels, precast stacked stone or masonry tie in with the neighborhood monument signage and allow for a cohesive neighborhood identification signage system. American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.



Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

Wall Detail - Option I

UNIFIED SIGNAGE PACKAGE

BRYTON



Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

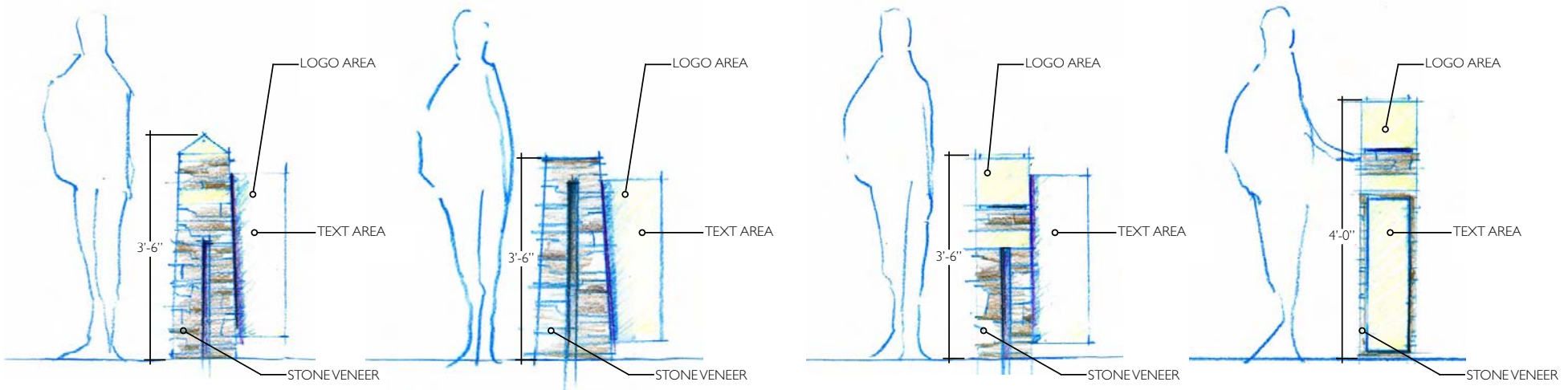
Wall Detail - Option 2

UNIFIED SIGNAGE PACKAGE

BRYTON

TRAIL MARKER SIGN

Trail signs will be located along trail paths to identify trail lengths and locations. A precast concrete sign panel or a stacked stone with a precast concrete sign panel will have a unique look and feel to draw attention and create awareness of the trail system while maintaining the overall style of the wayfinding signage program. American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.



Note: These illustrative drawings are schematic in nature and are intended to depict material, sizes and compositional relationships. These drawings can be modified at the discretion of the owner and approval of the town.

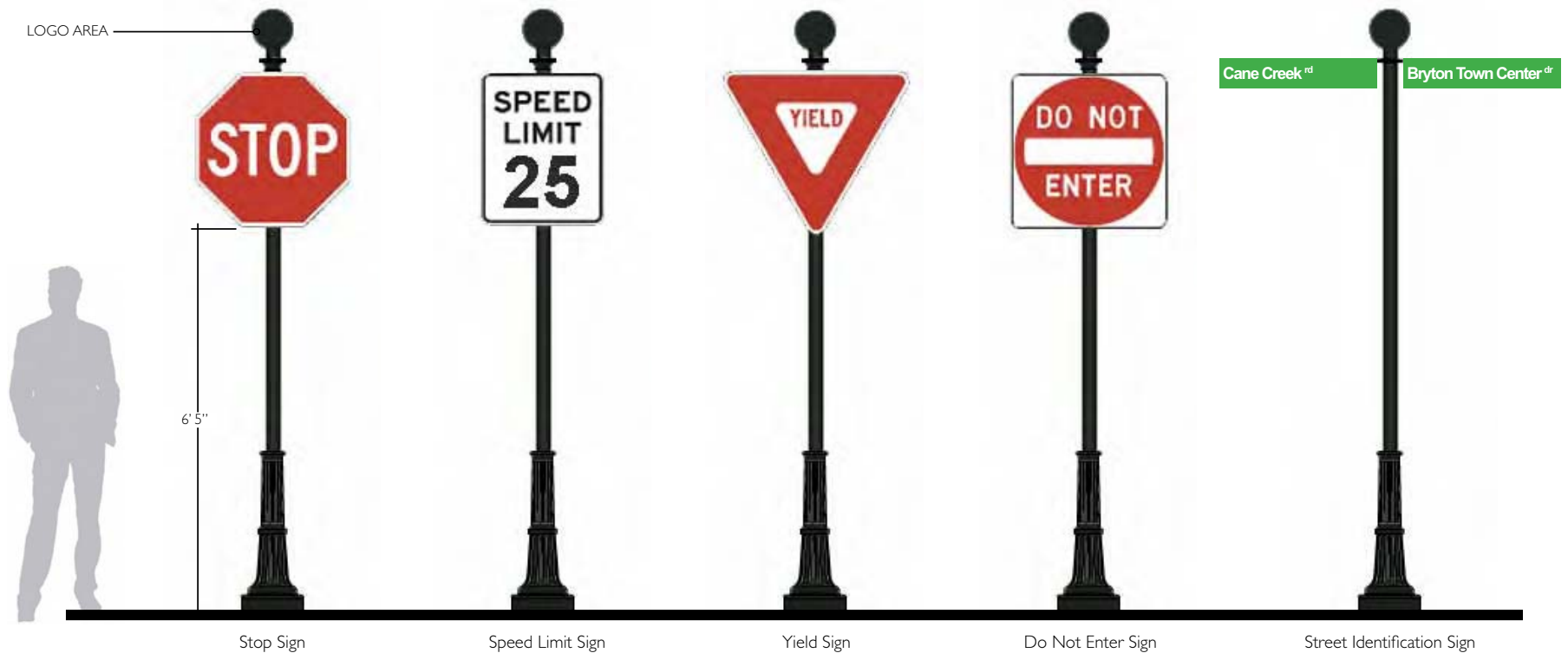
Trail Markers

UNIFIED SIGNAGE PACKAGE

BRYTON

TRAFFIC REGULATORY SIGN

We have designed a series of signs to direct pedestrian and vehicular traffic within Bryton. Sign panels will be painted black aluminum with vinyl lettering and symbols using the Bryton colors and logo. American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.



Traffic Regulatory Signs

UNIFIED SIGNAGE PACKAGE

BRYTON

TEMPORARY SIGNS

Temporary signs will be located along major roadways surrounding the site and within the site to attract potential tenants. Sign panels will be painted black aluminum with vinyl lettering and symbols using the Bryton colors and logo. American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.



Temporary Signs

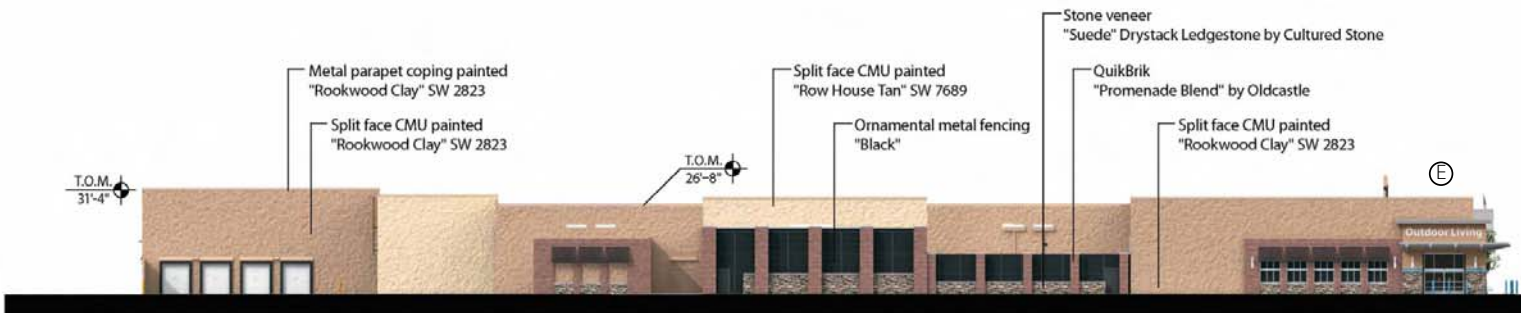
UNIFIED SIGNAGE PACKAGE

BRYTON



Secondary Frontage

	SIGN NAME	AREA (SQFT)
Ⓐ	Walmart	199.38 SQFT
Ⓑ	Market and Pharmacy	102.74 SQFT
Ⓒ	Home & Living	72.60 SQFT
Ⓓ	Outdoor Living	77.17 SQFT
TOTAL SIGNAGE		451.89 SQFT



Public Street Frontage

	SIGN NAME	AREA (SQFT)
Ⓔ	Outdoor Living	77.17 SQFT
TOTAL SIGNAGE		77.17 SQFT

UNIFIED SIGNAGE PACKAGE

BRYTON

BUILDING SIGNAGE

Building signage will be located on primary and/or secondary frontages for tenants located along pedestrian and vehicular entrances to Bryton. Building signage shall meet the requirements of the Town of Huntersville Zoning Ordinance except as noted in these signage guidelines. The developer will provide construction documents, specifications and the appropriate files for artwork on all signs.



Secondary Frontage



Public Street Frontage

Building Signage

UNIFIED SIGNAGE PACKAGE

BRYTON

IDENTIFICATION LOGO

We have designed series of logos and text templates as potential options to be used within Bryton and outside of Bryton. These potential logos along with the text will be a symbol for Bryton and create a strong identity. American Asset Corporation and The developer will provide construction documents, specifications and the appropriate files for artwork on all logos.



BRYTON

BRYTON

BRYTON

BRYTON

BRYTON

Bryton

Identification Logo

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

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

Consider approving the minutes of the November 20, 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**

**November 20, 2017
6:30 p.m. – Huntersville Town Hall**

PRE-MEETING

The Huntersville Board of Commissioners held a pre-meeting at the Huntersville Town Hall at 5:30 p.m. on November 20, 2017.

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

Commissioner Guignard made a motion to go into closed session for instructions for negotiations for acquisition of real estate or interest in real estate for some or all of Tax Parcels 01120130 and 01120126 and consultation with attorney.

Commissioner Boone seconded motion.

Motion carried 5-0.

Upon return from closed session, the Pre-meeting was adjourned.

**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 November 20, 2017.

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

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Aneralla

- The Metropolitan Transit Commission met two weeks ago. The Blue Line extension is anticipated to open in March 2018. We're in the process of doing a Red Line study.

- The North Meck Alliance met two weeks ago. We heard from Duke Energy's shoreline economic development person. There's some question about what can and cannot be built on the lake. In December we are going to get a legislative update from Representative Bradford and Senator Tarte. And then also it's requested that we try to get somebody from South Carolina to talk about the Pennies for Progress that they do.
- Several of us met with a company that is considering relocating here.
- Commended Parks & Recreation staff for the Veterans Day event.
- We are still a small town when something called the Cone Weed makes the New York newspaper.

Commissioner Boone

- The next meeting of the Huntersville Ordinances Advisory Board is January 4.
- Attended meeting at St. Phillips Baptist Church to receive update by Mecklenburg County on Waymer Center.

Commissioner Gibbons

- Commended Parks & Recreation staff for the Veterans Day event.
- The American Legion and Primal Brewery will be preparing a Thanksgiving dinner for Angels and Sparrows Soup Kitchen on Wednesday and then on Thursday the Marine Corps League will be assisting Angels and Sparrows with their 5k run.
- Expressed appreciation to all who participated in the recent election.

Commissioner Guignard

- The next Planning Coordinating Committee meeting will be in December.
- Commended Parks & Recreation staff for the Veterans Day event.

Commissioner Kidwell

- Charlotte Regional Transportation Planning Organization met last week. The next meeting will be in January.
- Recognized Sarah McAulay, Nick Walsh, Brian Hines and Lance Munger who were in attendance at the meeting.

Commissioner Phillips

- Provided update on Lake Norman Chamber of Commerce and Visit Lake Norman events.
- This Saturday is Small Business Saturday.
- Expressed appreciation to the news media for covering Cone Weed.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

John Foster, 12434 Cool Mist Lane, requested the Board support the lease agreement for Foster's Frame.

Jackie Huffman, Finance Director, introduced Cassie Wilson with Martin Starnes to present the financial statements for fiscal year 2017.

Cassie Wilson, Martin Starnes, reported that they issued a clean opinion with no findings and no management letter for the financials for fiscal year 2017.

AGENDA CHANGES

Commissioner Gibbons made a motion to move Item D under the Consent Agenda (Approve budget amendment recognizing additional interest earnings on the Fire Station bonds in the amount of \$35,000 and allocating to the Fire Station #4 project for furniture and equipment) to Item D under Other Business.

Commissioner Guignard seconded motion.

Motion carried 5-0.

Commissioner Gibbons made a motion to approve the agenda, as amended.

Commissioner Phillips seconded motion.

Motion carried 5-0.

PUBLIC HEARINGS

None

OTHER BUSINESS

Petition #ANNEX17-01. Petition #ANNEX17-01 is a request by Blackwood Knoll, LLC to annex 37.81 non-contiguous acres, PIN 01124111, into the Town of Huntersville.

Jack Simoneau, Planning Director, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 1.*

Commissioner Phillips made a motion to approve Petition #ANNEX17-01, a request by Blackwood Knoll, LLC to annex 37.81 non-contiguous acres, PIN 01124111, into the Town of Huntersville.

Commissioner Guignard seconded motion.

Motion carried 5-0.

Annexation Ordinance attached hereto as Exhibit No. 2.

Lease Agreement – Foster's Frame. The Town leases space to Foster's Frame at 102 N. Old Statesville Road on an annual basis at \$1,300/month for 1,600 sq. ft. of space. The tenant is responsible for all utilities pertaining to leased space.

Gerry Vincent, Town Manager, confirmed that the lease rate is the same that is being charged for the old police annex building.

Commissioner Phillips made a motion to authorize the Town Manager to sign lease agreement with Foster's Frame.

Commissioner Guignard seconded motion.

Commissioner Kidwell noted he does not agree with the Town being in the real estate market.

Motion to authorize the Town Manager to sign lease agreement with Foster's Frame carried 5-0.

Budget Amendment – Police Vehicles. The original FY 2018 operating budget was adopted planning to lease 11 new police cars. The Police Department pursued their broker and obtained a proposal to lease the cars at 3.32% which would incur a total of \$9,059 interest in FYs 2018 - 2020.

This budget amendment would approve adding \$177,835 to the Police department budget to purchase the vehicles outright, eliminating the lease financing and saving \$9,059 interest. This is accomplished by allocating \$177,835 from general fund balance.

Commissioner Phillips questioned why the funds could not come from the asset forfeiture account.

Jackie Huffman, Finance Director, explained that the asset forfeiture rules say that you could purchase police vehicles with that funding, but it also says that if you use those funds to supplant or to decrease budget that you would have otherwise already had in the Police Department, there's the threat that they might take future funding away. Since these vehicles were budgeted in the FY 18 budget, we are attempting out of an abundance of caution to prevent them from thinking that we are supplanting what we would do otherwise in the budget.

Commissioner Boone made a motion to approve budget amendment allocating \$177,835 from general fund balance to the Police Department's budget to purchase police vehicles.

Commissioner Kidwell seconded motion.

Motion carried 5-0.

Budget Amendment – Fire. The Town issued \$3,575,000 bonds on September 22, 2016 and budgeted \$300 interest earnings on those bonds during the Fire Station construction period. Due to rising interest rates and new investment options, the Town has earned additional interest earnings on the Fire Station bonds. This amendment recognizes the additional \$35,000 interest revenue and allocates, in accordance with bond covenants, additional \$35,000 to the project for furniture and equipment.

Commissioner Guignard made a motion to approve budget amendment recognizing additional interest earnings on the Fire Station bonds in the amount of \$35,000 and allocating to the Fire Station #4 project for furniture and equipment.

Commissioner Kidwell seconded motion.

Motion carried 5-0.

CONSENT AGENDA

Approval of Minutes. Commissioner Guignard made a motion to approve the minutes of the November 6, 2017 Regular Town Board Meeting. Commissioner Phillips seconded motion. Motion carried 5-0.

Tax Refund Report. Commissioner Guignard made a motion to approve Tax Refund Report No. 74. Commissioner Phillips seconded motion. Motion carried 5-0.

Tax Refund Report No. 74 attached hereto as Exhibit No. 3.

Budget Amendment – Parks & Recreation. Commissioner Guignard made a motion to approve budget amendment appropriating Sponsorship revenue in the amount of \$27,442.75 to the Downtown Festival account related to Huntersville Christmas and the tree lighting events. Commissioner Phillips seconded motion. Motion carried 5-0.

CLOSING COMMENTS

Mayor Aneralla reminded everyone of the Mayor's Luncheon tomorrow and the ULI Study for the Pottstown/Holbrooks Road area on November 29.

There being no further business, the meeting was adjourned.

Approved this the _____ day of _____, 2017.

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Tim Kopacz, ElectriCities Director
Subject: Terminate Joint Use Agreement for Poles with AT&T

It is in the best interest of the town to terminate the Joint Use Agreement for pole with AT&T which relinquishes much control over even town owned poles and creates additional cost burden to pay AT&T to remove or relocate services. It is in the best interest of the Town electric system to own and control poles for electric power distributions and offer joint usage under an updated Pole Attachment Agreement.

ACTION RECOMMENDED:

Provide notice of termination of General Agreement for Joint Use Poles currently in place with AT&T.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
☐ Memo	Cover Memo
☐ AT&T Utility Pole Joint Use Agreement	Backup Material
☐ Notice to Terminate AT&T Agreement	Backup Material
☐ Draft Pole Attachment Agreement	Backup Material

Town of Huntersville

Town of Cornelius

Recommendation to provide notice of termination of General Agreement for Joint Use of Poles currently in place with AT&T.

This agreement is proving to be a burden on the progress of town projects and development, control and maintenance of the electric system poles, and additional unnecessary financial cost. The agreement originated as a 1930's era document under the control of Southern Bell T&T, and as such is written and executed with respect to the telephone company, affording more rights, privileges, and control to the telephone company. This agreement does not adequately apply to operation of the electric distribution system of 2017. Both the Town of Huntersville and the Town of Cornelius signed the agreement on December 16, 2013.

As underground electric service installation becomes more and more prevalent in addressing reliability, longevity, and aesthetic issues, and conversions of overhead (OH) to underground (UG) installations are occurring more frequently, the lack of control in pole ownership, and the rights granted to the pole joint use attacher, are becoming problematic and costly.

It is also in the towns best interest to own their own poles for consideration of such issues as system capital investment, technical specifications for purchase of poles, ongoing maintenance, control, and replacement of poles.

Numerous instances in the past have occurred and still exist on the systems where electric service has been removed from a pole and AT&T services still exist and have not been relocated or removed. This provides unsightly configurations with multiple poles and multiple attachments throughout the towns.

When both parties are attached to an existing pole, AT&T requires reimbursement to relocate their services off an abandon or (to be) removed pole. For community infrastructure projects such as road reconfiguration, public works facilities, or land development that drive the need to remove or relocate poles and place electric power underground for the overall good of the community, it becomes even more costly to have to reimburse AT&T for their expenses to remove and relocate their services off a power pole owned by the town.

Article XXVII indicates that termination may be made in writing by providing at least one year's notice prior to the end of the 5-year period. The 5-year period ends December 15, 2018, thus notice must be made prior to December 15, 2017. If notice is not made prior to December 15, 2017 then the agreement automatically renews for 2-year periods effective the entire period without right to terminate early. Termination of the contract will end December 15, 2018 if notice is given before the last year, or the next opportunity to end the agreement would come December 15, 2020 after a minimum one year notice.

There is minimal risk in termination of this agreement because termination of the agreement does not impact prior joint-use poles as Article XXVII also states "All such attachments shall continue thereafter to be maintained pursuant to this Agreement." Therefore, until the point in time in which all town-owned poles are used to serve overhead electric power, we will still be obligated to reimburse AT&T for their

relocations from our poles, and we will have no recourse in the pace at which their services are removed, relocated, replaced, or even fixed on pre-existing poles.

It is in the best interest of the town to terminate this agreement which relinquishes much control over even town owned poles and creates additional cost burden to pay AT&T to remove or relocate services. It is in the best interest of the town electric system to own and control poles for electric power distribution, and offer joint usage under an updated Pole Attachment Agreement.

Tim Kopacz
Electric Systems Manager
Electricities of NC
Huntersville/Cornelius/Pineville Regional Operations
11316 Sam Furr Road
Huntersville, NC 28078
704-659-7370
tkopacz@electricities.org



GENERAL AGREEMENT FOR JOINT USE OF POLES

PREAMBLE

THIS AGREEMENT, effective this 16th day of December, 2013 (the "Effective Date"), by and between the Town of Huntersville, a Municipal Corporation organized under the laws of the State of North Carolina (hereinafter called the "Electric Company"), and BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina, a corporation organized under the laws of the State of Georgia (hereinafter called the "Telephone Company"), desiring to cooperate in the Joint Use of their respective Poles, erected or to be erected within the areas in which both Parties render service in the State of North Carolina, whenever and wherever such use shall, in the estimation of both Parties, be compatible with their respective needs.

WHEREAS, in the areas in the State of North Carolina served by both Parties, Joint Use of certain Poles is currently governed by the terms of a Joint Use Contract, dated the seventh of September, 1940, and any subsequent amendments thereto, between the Electric Company and Southern Bell Telephone and Telegraph Company, a predecessor of BellSouth Telecommunications, LLC ("Joint Use Contract"); and

WHEREAS, the Parties desire to continue such Joint Use and to use other Poles jointly in the future, when and where such Joint Use will be of mutual advantage in meeting their respective service requirements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties hereto for themselves, their successors and assigns do hereby terminate the Joint Use Contract, dated 9/7/1940, as of the Effective Date of this Agreement and agree to the following terms and conditions:

ARTICLE I SCOPE OF AGREEMENT

This Agreement shall be in effect in areas in which both of the Parties render service in the State of North Carolina, and shall cover all Poles of the Parties now existing or hereafter erected, excepting Poles, not yet in Joint Use, which carry, or are intended by the Owner to carry circuits or facilities of such a character that makes Joint Use of such Poles undesirable because of a bona fide technical or operational reason. . This Agreement is intended to govern Attachments placed by the Electric Company for the purpose of providing services over its electric facilities; and the Telephone Company for the purposes of providing services over its communications facilities.

ARTICLE II DEFINITIONS

For purposes of this Agreement, the following terms when used herein shall have the following meanings:

- A. Agreement means this Joint Use Agreement entered into between the Electric Company and the Telephone Company.
- B. Allocated Space is the space reserved for each Party and is defined as follows:
1. For Electric Company - it is the exclusive use of eight feet (8') measured downward from the top of a Standard Joint Use Pole, including Pole top, transformer and other miscellaneous assemblies.
 2. For Telephone Company - it is the exclusive use of two (2) feet of space measured upward from the point of Attachment on the Pole required to provide at all times the Code minimum clearance above ground for the lowest horizontally run line, wire or cable attached in such space except where by mutual agreement of the field representatives of the parties, sound engineering practices dictate a higher minimum clearance. No Third Party shall place Attachments on the Pole below the point of the Telephone Company's Attachments.
- C. Anchor is a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of Telephone Company or Electric Company plant. Anchors shall be of sufficient size to hold the load placed on it.
- D. Attachment is any wire, cable, strand, material, pedestal, or apparatus attached to a Joint Use Pole, excluding ground wires, now or hereafter used by either Party in the construction, operation or maintenance of its plant. A pedestal that is adjacent to a Joint Use Pole, but not affixed to the Pole, shall not be considered an Attachment.
- E. Code means the National Electrical Safety Code (NESC), as amended from time to time.
- F. Emergency means a situation where the Pole is damaged, or subject to failing, and such failure is likely to jeopardize the general public.
- G. Joint Use means the occupancy, or reservation of space to the extent allowed by law, on a Pole by both the Owner and the Licensee.
- H. Joint Use Pole is a Pole upon which space is provided under this Agreement for the Attachments of both Parties.
- I. Licensee is the Party having the right under this Agreement to make Attachments to a Joint Use Pole that the other Party owns.
- J. Make-Ready Work means the work required to accommodate Licensee's Attachments on a Joint Use Pole, including, but not limited to, Rearrangement or Transfer of existing Attachments, inspections, engineering work, tree trimming (other than tree trimming performed for normal maintenance purposes), and Pole Relocation and Replacement.
- K. Owner is the Party owning the Joint Use Pole.
- L. Party means either Electric Company or Telephone Company.

- M. Place or Placement means the installation of a Pole suitable for Attachments.
- N. Pole or Poles include the singular and plural.
- O. Rearrange is to move Attachments from one position to another on a Pole.
- P. Relocate is to change the location of an existing Pole by removing and reinstalling said Pole in a new location or installing a new Pole in the new location and removing the existing Pole.
- Q. Replace is to install a new Pole in close proximity to an existing Pole and removing the existing Pole.
- R. Reserved, as applied to space on a Pole, means unoccupied space provided, and maintained by Owner to the extent allowed by law, either for its own use or for Licensee's use.
- S. Right-of-Way is the legal right to use the property of another.
- T. Standard Joint Use Pole means a forty-five (45) foot class five (5) wood Pole as classified by the Pole classification tables of the American National Standards Institute.
- U. Standard Space Allocation means the Allocated Space for the Electric Company and the Telephone Company (see Exhibit B).
- V. Third Party means a person or entity that is not a signatory to this Agreement.
- W. Transfer is the removal of Attachments from one Pole and placing them upon another.
- X. Unallocated Space is that part of a Pole not included in allocated space.

ARTICLE III SPECIFICATIONS

- A. Joint Use Poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and with the minimum requirements of the Code in effect at the time the respective Attachments are made, and with such additional requirements as may be mutually authorized by both Parties.
- B. As long as the provisions of Code in effect at the time the Attachments were made have been met, any Joint Use Pole in place before the Effective Date of this Agreement shall be deemed satisfactory to both parties and adequate for their requirements, whether or not the space allocations defined herein have been observed.

ARTICLE IV CONDITIONS FOR USE OF SPACE

Subject to the terms and conditions of this Agreement, each Party hereby permits Joint Use by the other Party of any of its Poles in accordance with the Standard Space Allocation and the following:

- A. Allocated Space may be used by the Party to which it is not allocated if the proposed use is authorized by the requirements of the Code and such use does not preclude the use of the space by the Party to which such space is allocated.
- B. If the Allocated Space is subsequently needed and the Code provisions cannot be met, then the Party to whom the space is not allocated, but who is utilizing the space allocated to the other Party pursuant to section A of this Article, shall be responsible, at its sole expense, for the cost of Rearrangement or Pole change out when necessary in order to accommodate the Party having the Allocated Space.
- C. So long as the provisions of the Code are met, Unallocated Space may be used for vertical runs and/or the mounting of equipment or Attachments by either Party. If the Code provisions cannot subsequently be met, then billing for any required modification will be in accordance with Article IX, Division of Costs.

ARTICLE V ESTABLISHING JOINT USE OF POLES

- A. So long as the subject Pole is not excluded from Joint Use under the provisions of Article I, the Licensee may receive permission to install initial Attachments or place additional Attachments by submitting a Permit (Exhibit A) and receiving approval prior to placing such Attachments. Within fifteen (15) business days after the receipt of such completed application the owner shall notify the applicant in writing whether the application is approved or rejected. If so approved or if not rejected within the fifteen day period, the pole will become a Joint Pole, and the Licensee shall have the right to place Attachments on such pole subject to all other provisions of this Agreement, including Article III. If the permit is approved, it shall be considered Reserved for the Licensee's use and will be subject to all other provisions of this Agreement, including Section XII, Rentals. If Make-Ready Work is required before a Licensee can place its Attachments on a Pole, the Owner shall provide an estimate of the cost of such work and the amount which the Licensee shall be responsible for. Upon Licensee's approval of the estimated cost of Make-Ready Work, the Owner shall complete the Make-Ready Work in a reasonable time and promptly notify the Licensee in writing or by electronic means when the Make-Ready Work is completed. In Emergency situations, the Owner will cooperate with the Licensee to have the Make-Ready Work performed on an expedited basis. Licensee shall reimburse Owner for the actual costs of Make-Ready Work, however in no case shall the Licensee be responsible for Make-ready Work in excess of 20% of the Owner's estimate unless Licensee has revised the character of attachments or has otherwise modified its plans from those originally submitted to Owner.

- B. Costs in connection with establishing Joint Use Poles, including any necessary Pole Replacements, shall be borne by the Parties hereto in the manner provided in Article IX and in accordance with Exhibit A.
- C. Notwithstanding sections (A) and (B) above, Licensee is not required to submit a Permit or otherwise provide notice before placing non-guyed service wires.
- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable. Guys shall be installed prior to the placement of any wires or associated equipment. The foregoing shall not apply to service drops.
- E. In the event Owner discovers: a) unreported Attachments, excluding non-guyed service drop Attachments; b) authorized Attachments which do not comply with requirements of Article III, Specifications, hereinafter "irregular plant conditions", Owner shall inform Licensee of the same. Owner shall also state whether any pole on which unreported attachments have been placed is excluded from Joint Use under Article I of this Agreement. Licensee shall, within thirty (30) days of receiving notice of any unreported attachments: (1) remove any Attachments made to poles which are excluded from Joint Use and (2) complete permit application for such all unreported Attachments made to Joint Use Poles. For purposes of determining unpaid rental for each unreported Attachment in the event that the time of installation cannot be determined, it shall be deemed to have occurred on the date succeeding the day on which the last physical inventory was performed in accordance with Article XII, Rentals.
- F. Within forty-five (45) days of receiving notice from Owner, Licensee, at its sole expense, shall, replace, relocate or modify all or any: a) unreported Attachments, excluding non-guyed service drop Attachments; b) unauthorized Attachments to Owner's anchors; and/or c) Attachments which do not comply with requirements of Article III, Specifications. Licensee shall notify Owner of the performance of such work within two (2) weeks of its completion.
- G. Costs in connection with establishing Joint Use Poles, including any necessary Pole Replacements, shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VI ERECTING, REPLACING OR RELOCATING JOINT USE POLES

- A. Existing Joint Use, Licensee Upgrades Its Facilities. Whenever Licensee desires to add to or upgrade its facilities in an existing Joint Use Pole line, it will submit a Permit in the form of Exhibit A to Owner specifying the type of existing and proposed facilities to be attached to Owner's poles. If the existing pole is insufficient for the existing and proposed new facilities, Owner shall rebuild the Pole/Poles to accommodate Licensee's upgraded facilities. For a Pole erected to replace such Joint Use Pole solely because the existing Pole is of insufficient height or strength to provide adequately for Licensee's requirements, and where such Joint Use Pole at time of erection or by Attachment thereto by Licensee had been

previously pronounced satisfactory, then Licensee shall thereupon pay to the Owner the reasonable cost of the Replacement Pole, including Transfers and Rearrangements of the Owner and the cost of removal of the old pole, less salvage. Upon Licensee's request, Owner shall provide Licensee with documentation to support Owner's cost demand.

- B. Existing Joint Use, Owner Upgrades Its Facilities. In the event that Owner desires to upgrade its facilities in a manner that would require action by the Licensee in an existing Joint Use Pole line, Owner will notify Licensee in writing or by electronic means of this desire, and also when construction of the new Pole is completed or required Rearrangements have been made. Transfer of Licensee's facilities shall be governed by Article VIII, Maintenance of Poles and Attachments.
- C. In non-Emergency situations with the prior written consent of the other Party, a Party may Replace Poles for the other Party. Where Poles are Replaced on an Emergency basis, the Party Replacing the Poles shall give the Pole Owner verbal notice of the Emergency situation as soon as practicable and give written notice of the Replacement within five (5) business days of making the Replacement. The Owner shall pay the other Party all reasonable costs associated with such Replacement. The new Pole shall remain the property of the original Owner whose Pole was Replaced.
- D. Each Party shall place its own Attachments on the new Joint Use Poles and place appropriate guys to sustain any unbalanced loads caused by its Attachments in advance of tensioning conductors or strand and/or placing cable.
- E. Costs in connection with establishing new Joint Use Poles shall be borne by the Parties hereto in the manner provided in Article IX, Division of Costs.

ARTICLE VII RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Each Party shall be responsible for obtaining its own rights-of-way. When new lines are constructed after the effective date of this Agreement, the Owner may obtain suitable right-of-way for both Parties on Joint Use Poles. Said right-of-way easements shall be in sufficient detail for identification and Licensee may receive a copy of any such easement for the purpose of insuring that it is duly recorded in the public records of the county in which the right-of-way easement is located. No guarantee is given by the Owner of permission from property owners, municipalities, or others for the use of its Poles by the Licensee.
- B. The Owner shall, when constructing a new Joint Use Pole line, clear a right-of-way sufficient for both Parties. Subsequent trimming shall be the responsibility of the Party requiring the trimming.

ARTICLE VIII MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall, at its own expense, maintain its Joint Use Poles in a safe and serviceable condition, in accordance with Article III, Specifications, and shall Replace, reinforce or repair Poles that, in the Owner's judgment, become defective.

- B. Whenever it is necessary to Replace or Relocate a Joint Use Pole, the Owner shall, before making such Replacement or Relocation give reasonable notice thereof in writing (except in case of Emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed Replacement or Relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or Relocated Joint Use Pole.
- C. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both Parties. The electronic notification system of pole transfer request, provided by the National Joint Utilities Notification System ("NJUNS") may be used as the notification required by this article. As a prerequisite for use of this system, both Parties shall have and utilize the necessary electronic equipment required by NJUNS for this system.
- D. For Transfers resulting from or caused by attachments of Third Parties to this Agreement, are subject to the terms in Article XIV C.
- E. Should the Licensee fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Owner responsible Transfers have been accomplished, including those of Third Parties), the Owner may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Owner so elects, such old pole shall thereupon, become the property of the Licensee, as is, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon; and shall pay the Owner a sum equal to the then value in place of the abandoned pole, as listed in Exhibit C. In instances where the Electrical Distributor is the Owner of such pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the pole remains in structural conflict with the power route. Licensee shall reimburse Owner for the costs incurred in removal of the "unused portion of the Pole."
- F. In the event the Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site.
- G. When Replacing a Joint Use Pole, the new Pole will be installed as closely as possible to the existing Pole unless special conditions make it necessary to set it in a different location. If the Joint Use Pole will not be place in the same or next to the hole of the Pole being replace, prior to the new Pole being placed the Parties will meet to agree on the new hole location.
- H. Unless otherwise provided herein, each Party shall be responsible for the Transfer or Rearrangement of its Attachments and the costs associated therewith.

- I. In the event of termination of the rights of the Parties to attach to additional Joint Use Poles, the Parties may continue to place additional Attachments on existing Joint Use Poles, subject to the normal permitting processes as provided for in Article V, Establishing Joint Use of Poles, and to maintain their existing Attachments.

ARTICLE IX DIVISION OF COSTS

- A. The cost of establishing a new Joint Use Pole line shall be borne by the Parties in accordance with the following:
 1. A Standard Joint Use Pole, or smaller, shall be erected at the sole expense of the Owner.
 2. In the case of a Pole larger than the Standard Joint Use Pole required by either Party, the Party requiring the extra height and/or class shall pay for the additional reasonable costs in excess of a Standard Joint Use Pole. If Owner adds features or betterments not required by Licensee, Owner shall pay the costs associated with such features or betterments.
- B. The cost of establishing joint use on existing Pole lines or modifying existing Joint Use Pole lines shall be borne by the Parties in accordance with the following:
 1. For Placement of intermediate Poles or Replacement of non-defective Poles for the Licensee, the Licensee shall pay the total reasonable cost of the intermediate Pole or the Replacement Pole and the Owner's costs to Transfer its facilities and the cost of removal of the old pole, less salvage in accordance with the attached Exhibit C. Licensee shall be responsible for Transferring its own facilities.
 2. For Replacement of existing defective Poles with a new Pole of the same size or class shall be done at the expense of the Owner. Each Party shall be responsible for Transferring its own facilities.
- C. Except as otherwise specifically provided in this Agreement, each Party shall bear the costs of placement, Transfer, and Rearrangement of its own Attachments, place guys and Anchors to sustain any unbalanced loads caused by its Attachments, and perform any tree trimming or cutting incident thereto.
- D. In the case of a Pole larger than the Standard Joint Use Pole where the additional height and/or strength required is for the purpose of both Parties, the reasonable cost of the increase above a standard Joint Use Pole shall be shared equally by both Parties, with Owner being responsible for the cost of a Standard Joint Use Pole and Licensee being responsible for one half of the reasonable expense of the additional height or strength.
- E. In the case of a Pole larger or stronger than the Standard Joint Use Pole, where height or strength is necessary in order to meet the requirements of the Code, a public authority or property owners, the cost of the excess height or strength shall be paid by the Owner.

- F. When less costly Rearrangements can be performed by either Party which would defer the cost of Replacing a Pole, the Parties shall work together to attempt to minimize costs with the Owner retaining the right to replace its Poles when it deems appropriate.
- G. Any payments made by the Licensee under the foregoing provisions of this Article shall not entitle the Licensee to ownership of any part of said Pole.
- H. Each Party shall bear the actual reasonable cost of repairing damages to the other Party's facilities occasioned by its improper construction practices, its negligence, or the negligence of others acting on its behalf.
- I. Either Party may request reasonable documentation supporting any demand for payment.

ARTICLE X CHANGE IN THE CHARACTER OF CIRCUITS

When a Party (hereinafter the "Requesting Party") desires to change or upgrade its facilities which causes it to exceed its Standard Space Allocation such that the Standard Space Allocation of the other Party cannot be provided on the existing poles throughout a Joint Use route, the Requesting Party shall give the other Party sixty (60) days' written notice of such contemplated change. Within thirty (30) days of receipt of such notice, the other Party shall respond in writing whether it agrees to Joint Use with the changes proposed by the Requesting Party. If the other Party agrees to the proposed changes, Joint Use of such poles shall be continued with the Requesting Party bearing all costs related to such changes in construction, including pole Replacement and the Transferring and/or Rearranging of both Parties' facilities. If the other Party does not agree to the Requesting Party's changes, then:

- (1) The Parties hereto shall work together in good faith to determine which circuits shall be removed from existing points on the Joint Use Poles involved and the net cost of establishing such circuits or lines in a new position on such poles, or in a new location elsewhere, so that the Party who did not agree to the changes can continue to furnish the same service that existed before the changes were proposed, and;
- (2) The responsibility for the costs associated with any pole placement and Rearranging or Transferring both Parties' facilities shall be at the expense of the Requesting Party.

Ownership of any new poles placed pursuant to this Section shall remain with the owner of the poles that were Replaced, unless otherwise agreed to by the Parties in writing.

ARTICLE XI ABANDONMENT

- A. If the Owner decides at any time to abandon any Joint Use Pole, it shall give the Licensee notice in writing or by electronic means at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of said period, the Owner and any Third Parties have no Attachments on such Pole but the Licensee shall not have Relocated or removed all of its Attachments therefrom, the Owner may send Licensee written notice that

Owner intends to transfer ownership of the Pole to Licensee. If Licensee does not remove its Attachments from the Pole within ten (10) days of receipt of Owner's notice of intent to transfer ownership, Owner may transfer ownership of the Pole to Licensee by sending Licensee written notice of the transfer of ownership. Upon receipt of Owner's notice of transfer of ownership, the Pole shall then become the property of Licensee and Licensee shall save harmless the former Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter arising out of the presence, location or condition of such Pole or any of Licensee's Attachments thereon, unless such liabilities or damages arise from the negligence or intentional acts or omissions of the former Owner.

- B. If Licensee decides to Transfer its Attachments after Pole ownership has been transferred, Licensee may do so, but Licensee will be responsible for the pulling and disposal of the old Pole(s).
- C. This Article may not be used to circumvent the procedures set forth in this Agreement regarding Transfers, including Transfers regarding Third Parties, as noted in Article XIV C.

ARTICLE XII RENTALS

- A. Rental. The annual per-Pole rental fee applicable to each party under this Agreement for the year 2011 and thereafter, unless amended, shall be as follows: The Telephone Company as Licensee shall pay an annual per-Pole rental of \$15.00 in arrears to the Electric Company, and the Electric Company as Licensee shall pay an annual per-Pole rental of \$17.00 in arrears to the Telephone Company.
- B. Netting. Rather than Electric Company and Telephone Company issuing separate bills, after the rental amounts due each Party are calculated, the Party owed the greater amount will issue to the other Party an invoice for the net amount owed.
- C. Annually on or before December 31, the Parties acting in cooperation shall subject to the provisions of this Article, tabulate the total number of Joint Use Poles in accordance with procedures agreed upon by the respective Parties.
- D. For the purpose of computing the total annual rental fee due hereunder, the total fee shall be based upon the number of Joint Use Poles determined by the current physical Pole inventory plus any additional Poles brought under this Agreement, or minus any Poles deleted from this Agreement.
- E. At intervals of not less than five (5) years from a previous actual physical inventory of Joint Use Poles ("Pole Inventory"), a Party may make a written request of the other Party to conduct a Pole Inventory and upon such written request a Pole Inventory shall be jointly conducted by the Parties or through a third party as provided herein. If the Parties agree to employ a third party to conduct the Pole Inventory, the Parties shall cooperate in the selection of the contractor. If one contractor can be agreed upon, the Parties shall share equally the costs of the Pole Inventory. If the Parties cannot agree upon a contractor, each Party shall select and pay the costs of its own contractor or representative to conduct a Pole Inventory. If the two resulting Pole Inventories reach different findings, the Parties shall cooperate to

mutually agree on a reconciled version of the Pole Inventory. If any difference in the number of Joint Use Poles is found between a then current Pole Inventory and the previous Pole Inventory, as a result of the number of Attachments added or removed since the previous Pole Inventory, the differential (1) will be prorated as if the subject Attachments were placed in equal numbers over the years that have elapsed since the prior Pole Inventory ("Look Back Period"), provided however that a given Look Back Period shall be no more than ten (10) years and (2) shall be billed and paid at the then appropriate rate in effect for each year of the Look Back Period.

ARTICLE XIII PERIODICAL ADJUSTMENT OF RENTALS

At any time after five (5) years from the date of this Agreement and at intervals of not less than five (5) years thereafter, the rental rates applicable under this Agreement are subject to joint review and revision upon the written request of either Party. The existing rates shall remain in effect until new rates are revised by agreement. In case of revision of the rental rates, the new rates shall apply starting with the annual bill next rendered and shall continue until again revised. Rates shall be based on allocation of space and the historical cost of bare Poles.

ARTICLE XIV THIRD PARTY RIGHTS

- A. If either Party hereto had, prior to the execution of this Agreement, conferred upon Third Parties, by contract or otherwise, rights or privileges to occupy any Poles covered by this Agreement, nothing contained herein shall be construed as affecting such existing rights and privileges.
- B. Following the Effective Date of this Agreement, an Owner shall have the right, by contract or otherwise, to grant permission to Third Parties to occupy Poles covered by this Agreement. To the extent allowed by law, such future Attachments shall not be located within the Allocated Space of the other joint use Party unless that other Party agrees in writing to such occupancy, and such agreement, if any, shall in no way waive that other Party's right to occupy its Allocated Space in the future as long as that Party has Reserved the space subject to all other provisions of this Agreement.
- C. With respect to any rights and privileges granted under this Article to Third Parties, Licensee shall not have to Transfer or Rearrange its Attachments to provide space for a Third Party until the Third Party pays for Licensee's associated costs so long as Licensee's Attachments have been made in accordance with terms of this Agreement. The Third Party shall be given 30 days to make payment for costs of Rearrangements to Licensee, and upon receipt of said payment, Licensee will, within 30 days, make all necessary changes to accommodate the Third Party facilities.

ARTICLE XV ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement or any of its rights, obligations or interests hereunder, to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Provided, however, that nothing herein contained shall prevent or limit the right of either Party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such Party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of such lease, transfer, merger or consolidation, such Party shall cause its rights and obligations hereunder to pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be and such Party shall give notice of the event to the other party not later than the effective date of such lease, transfer, merger or consolidation.

ARTICLE XVI FORCE MAJEURE

Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, the following:

1. Hurricanes or other severe weather conditions;
2. Act of war, terrorism, or civil unrest; and
3. Federal embargos, priority orders, or other restrictions imposed by the federal government.

ARTICLE XVII PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its property upon said Joint Use Poles, and the taxes and assessments which are levied on said Joint Use Poles shall be paid by the respective Owners thereof.

ARTICLE XVIII INSURANCE

Each party to this Agreement shall take out and maintain throughout the period during which this Agreement shall remain in effect the following minimum insurance:

- A. Workers' compensation insurance covering all of the Party's employees, as required by law.
- B. Public liability and property damage liability insurance covering all operations under this Agreement with limits of at least \$1,000,000 for bodily injury or death and \$1,000,000

aggregate coverage during the policy period. Failure to maintain the required insurance coverage will not relieve a Party from liability provided for herein should a loss occur. Similarly, if a loss for which a Party is liable exceeds the insurance policy limits a Party will not be relieved from liability provided for herein.

- C. Automobile liability insurance of not less than \$1,000,000 for personal or property damage stemming from the use of all self-propelled vehicles used in connection with this Agreement, whether owned, non-owned or hired.
- D. Each Party shall furnish to the other Party, upon request, a certificate evidencing compliance with the foregoing requirements. This certificate will list the other Party as additional insured and will note specific cancellation language as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days prior notice of such cancellation."
- E. In lieu of paragraphs A-D above, the Parties may self-insure for the above-referenced coverages. Licensee shall present valid proof of self-insurance upon Owner's request.

ARTICLE XIX INDEMNIFICATION

If the Electric Company is not prohibited or limited by law from indemnifying the Telephone Company as provided in this Article, then each party to this Agreement shall, to the extent allowed by law, indemnify, protect, save, defend and hold harmless the other party from and against any and all loss, cost, damage, injury, claim, demand, action, suit, judgment, reasonable expenses, reasonable attorney's fees and reasonable court costs, including, but not limited to, any and all claims for damages to property and injury to or death of persons and claims made under any Workers' Compensation Law, caused by, or arising out of, the sole negligence or intentional acts/omissions of the indemnifying Party, its employees, contractors or agents. If the indemnifying party is obligated to defend the indemnitee in a legal proceeding, the indemnitee may choose its own counsel, provided that the fees charged by such counsel are reasonable in the venue where the incident occurred. If the Electric Company is prohibited or limited by law from indemnifying the Telephone Company as provided in this Article, then this Article shall be null and void and the Telephone Company shall have no indemnification obligation under this Article.

ARTICLE XX BILLS AND PAYMENT

- A. Upon completion of any work done by one Party for which payment is due from the other Party, the Party performing the work shall present to the other Party, within ninety (90) days after the completion of the work, a bill showing the amount due and a breakdown of the cost. The Parties will cooperate to ensure that both are provided the necessary information to certify that said bills are correct.

- B. If the owing Party disputes the bill or any portion thereof, it must do so through electronic or written means within thirty (30) days after receipt thereof. Further, the owing Party must pay any undisputed amount due. The disputed amount shall be addressed through the Dispute Resolution process set forth in Article XXII.
- C. Any amounts billed hereunder shall be due within forty-five (45) days of the date of the invoice detailing the amount owed. Any amount not timely paid shall accrue interest at the rate of 1.5% per month beginning forty-five (45) days after the date of the invoice and continuing until paid unless the amount is disputed. In case of any disputed amount, the party disputing the amount owed shall timely pay the undisputed amount.

ARTICLE XXI DEFAULTS

- A. If either Party shall default on its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other Party, the Party not in default may suspend the rights of the defaulting Party to attach additional Joint Use Attachments by sending the defaulting Party written notice of the suspension. If such default shall continue for a period of sixty (60) days from the defaulting Party's receipt of notice of such suspension, the Party not in default may terminate the right of both Parties to attach to additional Poles of the other Party by sending written notice to the defaulting Party. Any such termination of the right of both Parties to attach to additional Poles shall not terminate the right of either Party to attach to existing Joint Use Poles or to maintain existing Attachments on Joint Use Poles. All such Attachments shall continue to be installed and maintained pursuant to the terms of this Agreement, which Agreement shall, so long as such Attachments are continued in use, remain in force and effect solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to such Attachments, including, but not limited to, charges for such Attachments.
- B. In the event the Parties dispute the existence of a default, the suspension provisions of paragraph A, above, shall not apply, and the Parties shall employ the dispute resolution procedures set forth in Article XXII.

ARTICLE XXII DISPUTE RESOLUTION

- A. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through escalation to upper management. Good faith participation in these procedures shall be a condition precedent to any litigation. Upon notice that all subsequent discussions and negotiations between the Parties are intended to be an effort to compromise and settle matters between the Parties, all subsequent discussions, meetings, and negotiations pursuant to this Article shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules including without limitation the Federal Rules of Evidence, except to the extent that disclosure is mandated by the North Carolina Open Records laws.

- B. Enforcement. The Parties regard the aforesaid obligation to escalate matters in controversy to upper management as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

ARTICLE XXIII INTERPRETATION AND JURISDICTION

This Agreement shall be interpreted under applicable federal and North Carolina laws and shall be construed in its entirety according to its plain meaning. Any action relating to this Agreement or arising out of its terms and conditions shall be instituted and litigated in a court of competent jurisdiction provided that unless otherwise mandated by applicable law (such as, without limitation, NCGS 62-350, if and where applicable) the sole venue for any litigation shall be a state court of competent jurisdiction sitting in Mecklenburg County, North Carolina or federal court of competent jurisdiction sitting in the Western District of North Carolina.

ARTICLE XXIV WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXV NO JOINT VENTURE

It is agreed by and between the Parties that none of the obligations and undertakings herein creates a partnership or joint venture between the Electric Company and the Telephone Company.

ARTICLE XXVI NOTICES

- A. Whenever notice is required to be given under the provisions of Articles XIII (Periodical Adjustment of Rates & Costs), XV (Assignment of Rights), XVIII (Insurance), XIX (Indemnification), XXI (Defaults), XXII (Dispute Resolution), XXVII (Term of Agreement), or paragraph (c) of this Article XXVI (for change of addresses), such notice shall be in writing, sent certified or registered mail, return receipt required or by a carrier providing proof of delivery, and shall be sent to the following addresses:

The Electric Company:
11316 Sam Furr Road, Huntersville, NC 28078
PO Box 2819, Huntersville, NC 28070-2819
(704) 948-0550
Attention: Manager

The Telephone Company:

Operational Notices:

AT&T
Engineering Area Manager
304 N Ashe Ave, Room 214
Newton, NC 28658
(828) 465-7501
Emergency Phone Number: 611

Official/Legal Notices:

AT&T
Attn: Legal Department
150 Fayetteville St Mall, Room 800
Raleigh, NC 27601
(919) 835-1543

- B. Any other notice to be given under the terms of this Agreement shall be given by mail, facsimile to the above addresses, or by electronic means as stated in Article VIII C.
- C. Either Party may change the address for notice pursuant to paragraph (a) above by written notice to the other Party.

ARTICLE XXVII TERM OF AGREEMENT

Subject to Article XXI, Defaults, this Agreement shall remain in effect for five (5) years from the date hereof. Unless either Party terminates the rights of the Parties to attach to additional Joint Use Poles by providing at least one year's written notice prior to the end of the five (5) year term, this Agreement shall continue thereafter for two (2) year intervals. A Party may thereafter terminate the rights of the Parties to attach to additional Joint Use Poles by providing at least one year's written notice; however, termination will not be effective until the end of the two (2) year period. Termination of the rights of the Parties to attach to additional Joint Use Poles, by any means, shall not abrogate or terminate the right of either Party to attach to existing Joint Use Poles subject to all the terms and conditions of this Agreement or to maintain existing Attachments. All such Attachments shall continue thereafter to be maintained pursuant to this Agreement. This Agreement shall remain in full force and effect, so long as the Attachments are continued in use, solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to such Attachments, including, but not limited to, the rights and obligations of the Parties with respect to charges related to such Attachments.

ARTICLE XXVIII EFFECTIVE DATE AND PRE-EXISTING AGREEMENTS

This Agreement shall supersede any prior agreements entered by and between the Parties for Joint Use Poles within the territory covered by this Agreement. Nevertheless, with regard to Poles existing prior to the Effective Date of this Agreement, the Owner shall not be required to replace any such Poles with a Standard Joint Use Pole as defined in Article II(U) of this

Agreement unless the Licensee pays all reasonable costs of Replacement in accordance with Article IX.

ARTICLE XXIX SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in the foregoing shall preclude the Parties to this Agreement from preparing such supplemental agreements, operating routines or working practices as they mutually agree, in writing, to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXX CHANGE OF LAW

In the event that any legislative, regulatory, judicial, or other action which would materially affect any of the terms of this Agreement becomes effective, then either Party may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties expressly agree that they shall renegotiate in good faith such mutually agreeable new terms. In the event that the Parties are unable to agree upon such new terms within a reasonable time period, then either Party may file an action with a court of competent jurisdiction seeking appropriate relief.

ARTICLE XXXI MISCELLANEOUS

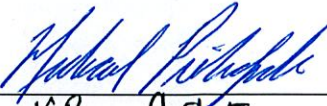
- A. This Agreement was prepared jointly by the Parties and not by one Party to the exclusion of the other Party.
- B. No amendment or modification of this Agreement shall be valid unless in writing and executed by both Parties.

ARTICLE XXXII SEVERABILITY

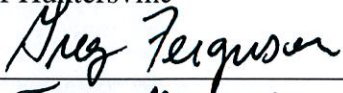
Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal.

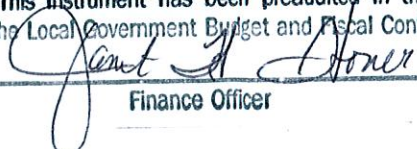
IN WITNESS WHEREOF, the Parties hereto, have caused this Agreement to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized as of the effective date of this Agreement.

BellSouth Telecommunications, LLC,
d/b/a AT&T North Carolina

By: 
Title: VP CPE
Date: 2-7-14

Town of Huntersville

By: 
Title: Town Manager
Date: 12/31/2013

This instrument has been preaudited in the manner required by
the Local Government Budget and Fiscal Control Act."
 1/3/14
Finance Officer Date

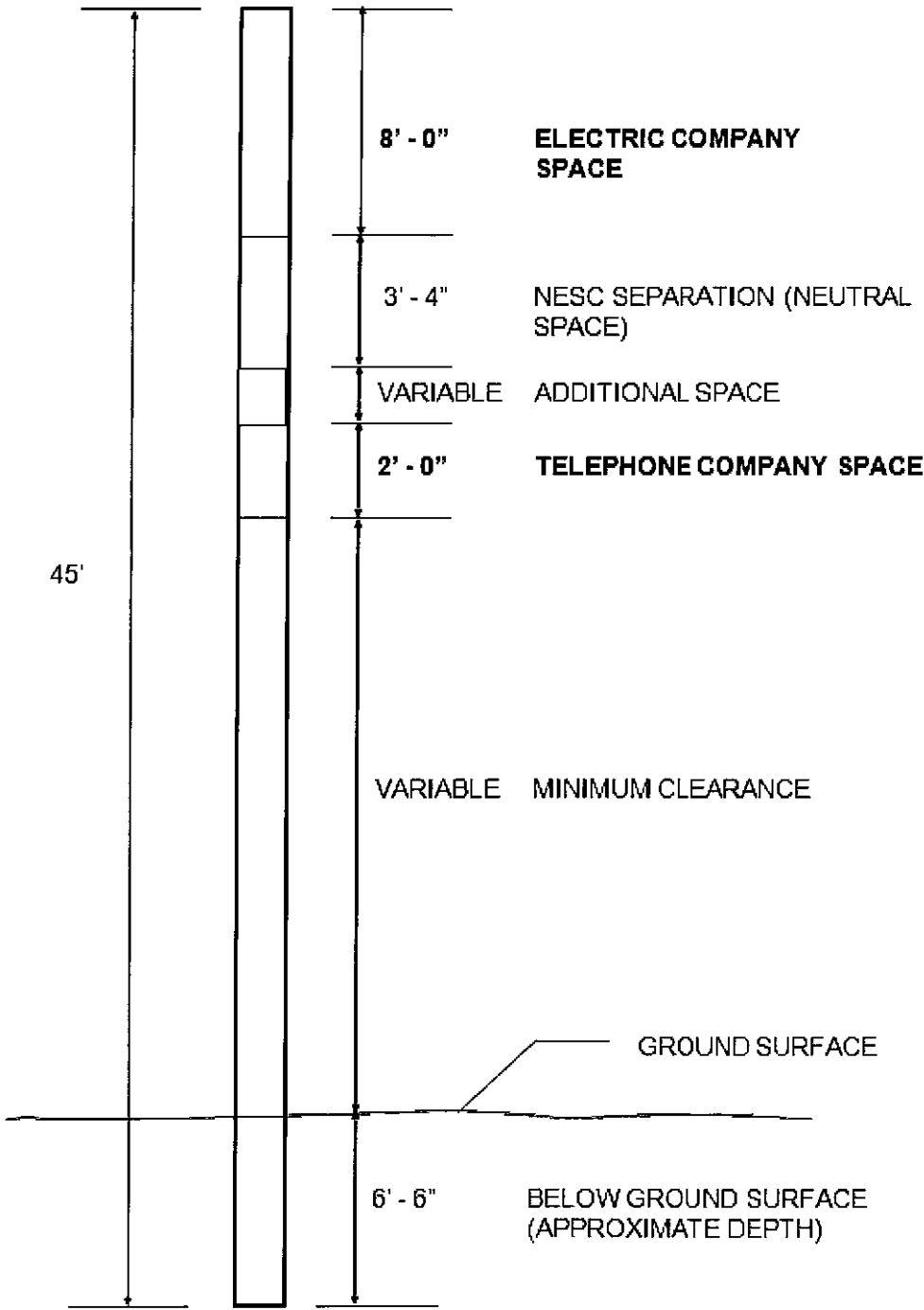
Pole Attachment Application**Date:** _____**Project Location:** _____
(street / intersection, subdivision, etc)**LICENSEE:** _____ **Name:** _____**Address** _____ **Tel. Number:** __________ **Fax Number:** __________ **Email:** _____**Signature** _____ **Make-Ready Needed? (Y / N)** _____

#	Pole #	Address or Location	Remarks
1			
2			
3			
4			
5			
6			

Permission for attachment is granted:**Pole Owner:** _____ **Date:** _____**Signature:** _____**Print Name:** _____ **Title:** _____**Make-Ready Cost Sheet attached -** _____

STANDARD JOINT USE POLE

SPACE ALLOCATION 45'- CLASS 4
(Not to scale)



IN PLACE VALUE OF EXISTING POLES (Dollars)

<u>Age of Pole</u>	<u>30 ft.</u>	<u>35 ft.</u>	<u>40 ft.</u>	<u>45 ft.</u>	<u>50 ft.</u>	<u>55 ft.</u>
0-5	\$170.00	\$322.00	\$433.00	\$500.00	\$837.00	\$890.00
6-10	\$85.00	\$167.00	\$244.00	\$294.00	\$461.00	\$581.00
11-15	\$42.00	\$84.00	\$120.00	\$139.00	\$231.00	\$289.00
Over 15	\$13.00	\$21.00	\$36.00	\$38.00	\$59.00	\$77.00



675 West Peachtree St., 34U16
Atlanta, GA 30375

AT&T Network Services

Johnny Richards
ROW/JU/RR Manager, GA/SC
404 927-0880 - Ofc
404 522-7665 - Fax

February 10, 2014

Kathy Moyer
ElectriCities of NC, Inc.
POB 2819
Huntersville, NC 28070-2819

Re: Joint Use Agreement – BellSouth and the City of Huntersville

Dear Ms. Moyer:

Enclosed is the fully executed Joint Use Agreement between BellSouth and the City of Huntersville.

Thanks you for working with us on this Agreement. If there are any questions regarding this please call me @ 404-927-0880.

Sincerely,

A handwritten signature in cursive script that reads "Johnny Richards".

Johnny Richards

cc: Lisa Hurley, AT&T North Carolina



January 24, 2014

Mr. Johnny Richards
Sr. Contract Manager
AT&T Southeast
675 West Peachtree St, 34U16
Atlanta, GA 30308

Mr. Richards,

See the enclosed two signed copies of the Agreement with the Town of Huntersville. Once you have signed, please send one copy back to me for our records. If using US Postal service please mail to:

Attention Kathy Moyer
ElectriCities of NC, Inc.
P. O. Box 2819
Huntersville, NC 28070-2819

If using FedEx or UPS please send to:

Attention Kathy Moyer
ElectriCities of NC, Inc.
11316 Sam Furr Road
Huntersville, NC 28078

I look forward to working with you.

Thank you,

A handwritten signature in blue ink that reads "Kathy Moyer".

Kathy Moyer
Electric Systems Manager
ElectriCities of NC, Inc.

Enclosed: Agreement (2)

**Notice to terminate agreement – General Agreement for Joint Use of Poles
by AT&T and the Town of Huntersville (effective date December 16, 2013)**

AT&T North Carolina
Attn: Legal Department
150 Fayetteville St. Mall, Room 800
Raleigh, NC 27601
(919) 835-1543

This letter shall serve as written notice of our intent to terminate the 5-year term of the General Agreement for Joint Use of Poles, effective December 15, 2018. Per Article XXVII, we are providing at least one year's written notice prior to the end of the existing contract. We understand that the Agreement shall remain in effect until such time that a new agreement is executed. The Town of Huntersville, in conjunction with ElectricCities of North Carolina, is currently preparing an updated Pole Attachment Agreement to meet the existing and current needs of the town's new and existing electric distribution system.

Town of Huntersville
Town Manager – Gerry Vincent

Date:_____

ElectricCities of North Carolina
Electric Systems Manager – Tim Kopacz

Date:_____

POLE ATTACHMENT AGREEMENT

Between

Town of _____

AND

THIS AGREEMENT made and entered into as of _____, 20__ (“Contract Date”), between Town of _____, North Carolina, hereinafter “Owner”, a municipal corporation under the laws of the State of North Carolina, and _____, hereinafter “Licensee” and with Owner and Licensee collectively referred to as the “Parties.”

W I T N E S S E T H

WHEREAS, Owner in the furnishing of its services constructs, maintains, and operates equipment on Poles (as defined hereinafter) in the State of North Carolina.

WHEREAS, Licensee proposes to design, install, operate and maintain a system and associated appliances (“System” or “Attachments” or “Facilities”) to furnish _____ services utilizing the Owner’s electric distribution Poles to place its facilities, including wireline communications cables and System equipment; and,

WHEREAS, Owner is willing to permit, to the extent it may lawfully do so and on the terms hereinafter set forth, the attachment or Owner installation of said System, when in its judgment, such use will not interfere with its own service requirements, including considerations of safety and economy.

AGREEMENT

In consideration of the facts stated above, the mutual covenants and agreements of the parties, and other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, IT IS AGREED:

TABLE OF CONTENTS

I.	DEFINITIONS:.....	4
II.	SCOPE OF AGREEMENT:	5
III.	PROTECTION, INDEMNITY AND LIMITATION OF LIABILITY:.....	7
IV.	PERMITS, LICENSES AND RIGHTS-OF-WAY:	10
V.	NON-EXCLUSIVE:	10
VI.	ATTACHMENT AND INSTALLATION PROCEDURES:	10
VII.	CODES, RULES, AND STANDARDS:.....	11
VIII.	OVERHEAD APPLICATION REQUIREMENTS:	11
IX.	ELECTRIC SERVICE TO POWER SUPPLIES:.....	12
X.	REARRANGEMENT AND RELOCATION OF POLE ATTACHMENTS AND POLE REPLACEMENT (“MAKE READY WORK”):	13
XI.	ANCHOR ATTACHMENTS:.....	13
XII.	INSTALLATION OF GROUNDS:.....	14
XIII.	POLES NOT ALLOWED TO BE SHARED:.....	14
XIV.	REMOVAL OF ATTACHMENTS FOR OVERHEAD TO UNDERGROUND CONVERSION:.....	14
XV.	REMOVAL OF ATTACHMENTS:.....	14
XVI.	ELECTRICAL DESIGN SPECIFICATIONS:.....	15
XVII.	PHYSICAL DESIGN SPECIFICATIONS:	15
XVIII.	WORK RULES:.....	16
XIX.	EMERGENCY CONDITIONS:	17
XX.	DECOMMISSIONING:	17
XXI.	INSTALLATION, MAINTENANCE AND RELOCATION OF FACILITIES:	17
XXII.	CHARGES FOR INCOMPLETE WORK:	18
XXIII.	INSPECTION:	18
XXIV.	USE OF CONTRACTORS:	18
XXV.	ASSIGNMENT OR TRANSFER RIGHTS OF INSTALLATION:.....	19
XXVI.	ADDITIONAL PROVISIONS:.....	19
XXVII.	NOTICE:.....	20
XXIII.	RIGHTS:.....	20
XXIX.	COMPENSATION:	21

XXX.	EXPENSES:.....	21
XXXI.	TERM:	21
XXXII.	UNAUTHORIZED ATTACHMENTS; SURVIVAL:.....	22
XXXIII.	DEFAULT:	22
XXXIV.	JURISDICTION:	23

EXHIBIT LISTING

Exhibit A – Construction Drawings & Specifications

Exhibit B - Pole Attachment Application

Exhibit C - Notice of Removal of Pole Attachment

Exhibit D - Application for Electric Service

Exhibit E - Fee Schedule

Exhibit F - Standards & Code Requirements

Exhibit G - Insurance

I. DEFINITIONS:

For the purposes of this Agreement, the following terms and phrases shall have the following meanings:

- A. "Actual Costs" means all costs of Owner including engineering, labor, overtime, overhead, material, transportation, equipment, loading, interest and administrative costs, not limited in any way by any Estimated Cost. Actual Costs are payable subsequent to work being done by Owner. Owner will provide documentation of such costs at Licensee's request.
- B. "Attachment" means a wireline or other associated System equipment/facility either affixed to an Owner. For purposes of permitting and prior authorization, such term applies whether the System facilities are placed directly on Owner's Poles or are overlashed onto existing communications wires on the Poles. Equipment that is adjacent to Owners Poles that utilized Owner's Right-of-Way or Easements shall be considered an attachment.
- C. "Communications Space" means the portion of an Owner Pole available for the attachment of Licensee's System, per Owner's specifications, the upper portion of which is designated for wireline Attachments and the lower portion for other System devices. Certain of Licensee's facilities, per Owner's specifications, may extend above the Communications Space for the purpose of obtaining power.
- D. "Encroachment" means the use by of space by one party that was reserved for the use of another party, but shall not include risers.
- E. "Engineer" means a Professional Engineer currently licensed by the State of North Carolina.
- F. "Estimated Cost" means Owner's projected costs, including engineering, labor, overtime, overhead, material, transportation, equipment, loading, interest and administrative costs and which is payable prior to any work by Owner.
- G. "Shared User" means a party, other than Owner or Licensee, which may attach to Owner's Poles, including parties to a Shared Use or Joint Use Agreement.
- H. "Licensee's Expense" means Licensee's obligation to pay Owner's Actual Costs as defined in the Agreement.
- I. "Make-Ready" means all work, as reasonably determined by Owner, required to accommodate the Licensee's Attachment and/or to comply with all applicable engineering specifications and standards for the use of Owner's Poles. Such work may be overhead work and includes, but is not limited to, design, engineering, supervision, administration, installation, inspection, repair and/or maintenance associated with the

design, installation, rearrangement of Owner or Shared User equipment, operation and maintenance of such facilities.

- J. "Permit" means written authorization of Owner for Licensee to make, or maintain, Attachments to specific Poles pursuant to the requirements of the Agreement.
- K. "Pole" means a pole owned by Owner that is capable of supporting Attachments for Licensee's System and that may be further described and/or restricted within this Agreement.
- L. "Rearranging" means the reconstruction or relocation of Attachments on the same Pole.
- M. "Supply Space" means the portion of an Owner Pole reserved for its own use, primarily facilities used in the distribution of power by Owner as noted in Exhibit A.
- N. "System" means that portion of the Licensee's system consisting of all communications cables, wires, fibers, lines, splices, relays, video/optical devices, appliances, sensors, amplifiers, illumination sources, wireless devices, and associated equipment or facilities designed and constructed for the purpose of capturing, distributing, receiving, transmitting, amplifying, or producing electronic and/or video/optical signals and for providing power to such facilities.
- O. "Transferring" means the relocation of Attachments from one Pole to another.

II. SCOPE OF AGREEMENT:

- A. Upon receipt of a Permit and subject to the provisions of this Agreement, Licensee shall have a revocable and nonexclusive license authorizing Licensee to install and maintain Attachments to Owner's Poles. Nothing in this Agreement shall be construed as compelling Owner to grant Licensee the right to attach to any specific Pole or as granting Licensee any right to attach Licensee's System to any specific Pole until an appropriate Permit is issued.
- B. Licensee and Owner agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. The parties agree that Owner will issue a Permit(s) to Licensee only when Owner determines, in its sole judgment, that (i) it has sufficient capacity to accommodate the requested Attachments, (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all applicable standards and specifications. The parties further agree that any access to Owner's Poles made available to Licensee pursuant to this Agreement is subject to Owner's reserve capacity, which may be reclaimed by Owner for future electric service use, including the attachment of communications lines for internal Owner operational requirements.

- D. No use, however lengthy, of any of Owner's facilities, and no payment of any fees, charges or other compensation required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such facilities. After issuance of any Permit, Licensee shall be and remain a Licensee. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of Owner's rights to the Owner facilities.
- E. Licensee is obligated to obtain all necessary certification, permitting, and franchising from Federal, state and local authorities prior to making any Attachments.
- F. The parties agree that this Agreement does not in any way limit Owner's right to locate, operate and maintain its Poles in the manner that it believes will best enable it to fulfill its own service requirements.
- G. Nothing in this Agreement shall be construed to require Owner to install, retain, extend, or maintain any Pole for use by the Licensee when such Pole is not needed for Owner's own service requirements.
- H. Nothing in this Agreement shall limit, restrict, or prohibit Owner from fulfilling any agreement or arrangement regarding Poles into which Owner has previously entered, or may enter in the future, with Shared Users and others Licensees not parties to this Agreement.
- I. This Agreement shall only apply to Poles associated with the distribution of electric power and not to any other Owner facilities, absent express written concurrence from Owner. System facilities are not permitted on Owner's metal, decorative, or underground-fed street light poles.
- J. Nothing in this Agreement shall be construed to require Owner to allow Licensee to use Owner's Poles after the termination of this Agreement.
- K. Licensee agrees that this Agreement is limited to the uses specifically stated above in the Recitals and any other use shall be considered a breach of this Agreement.
- L. Licensee acknowledges that, as applicable, it must separately obtain electric service from Owner in order to provide electric supply to Licensee's Attachments.
- M. Electric service shall be governed by the current Owner's Electric Service Policy and any additional Service Agreements executed between the parties.
- N. Permanent electric service to Licensee's System facilities may require an electric service provided through Owner's electric meter socket and appropriate current-limiting disconnect device.
- O. Energy usage shall be billed per Owner's applicable rate schedule for general power services.

III. PROTECTION, INDEMNITY AND LIMITATION OF LIABILITY:

- A. Qualifications: Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments are appropriately qualified and trained to work on and in the vicinity of electric distribution facilities.
- B. Assumption of Risk: To the fullest extent permitted by law, Licensee expressly assumes responsibility for determining the condition of all facilities of Owner to be worked on by its employees, agents, contractors or subcontractors, including without limitation, poles to be climbed on or worked on. To the fullest extent permitted by law, Licensee assumes all risks (including, without limitation, risks arising from Owner's sole negligence, but excepting the intentional misconduct of Owner or its officers, employees or agents) related to the construction, operation and maintenance of its Attachments on Owner's facilities.
- C. Damage to Facilities: Owner reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its facilities thereon and therein in such manner as will best enable it to fulfill its own service requirements. Owner shall exercise reasonable precaution to prevent damage to, or interference with the operation of the equipment of Licensee, but Owner shall not be liable for any damage to Licensee or any interference which may arise out of the use of Owner's Poles. Licensee shall exercise special precautions to avoid damage to facilities of Owner or of other authorized users of said Poles and to avoid interference with Owner's safe and efficient operation of its electric distribution system. Licensee hereby assumes all responsibility for any and all damage to or interference with facilities of said Owner or other authorized users arising out of or caused by the erection, maintenance, installation, presence use or removal of Licensee's facilities (excepting the intentional misconduct of Owner or its officers, employees or agents). Licensee shall make an immediate report to the particular owner of the facilities affected by the occurrence of any damage and hereby agrees to reimburse such owner for the expenses incurred in making the necessary repairs and replacement. Licensee shall notify Owner promptly in case of such damage to any of its facilities.
- D. Safety Precautions: Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments. Should any such injury or damage occur despite such steps, Licensee shall make an immediate report to Owner of such injury or damage, and Licensee hereby assumes all responsibility for any and all such injuries or damage to the fullest extent permitted by law (including, without limitation, risks arising from Owner's sole negligence, but excepting the intentional misconduct of Owner or its officers, employees or agents).
- E. Indemnification and All Other Liability: Licensee shall indemnify, defend, protect, and save harmless Owner and its officers, agents, and employees from and against any and all costs, damages, claims, losses and court costs, liabilities, causes of actions, demands,

judgments, decrees, proceedings, and expenses of any nature (including, without limitation, reasonable attorney fees, disbursements and actual costs) directly or indirectly suffered by or claimed against Owner, directly or indirectly, based on, arising out of or resulting from, in whole or in part, the acts or omissions of Licensee, its officers, agents, employees, contractors (and their subcontractors), successors, or assigns. Licensee shall, at its own expense, defend Owner and its officers, agents and employees against any and all such claims, actions and demands and shall indemnify Owner and its officers, agents and employees for all costs and expenses it may incur in connection therewith, including, without limitation, reasonable attorney fees. If Licensee refuses to undertake the defense of a claim described in this section, then Owner, its officers, agents and employees shall have the right to take all actions they deem necessary and appropriate to defend the claim, and shall be reimbursed by Licensee for all costs incurred in defending such claim as provided above in this section, including, without limitation, reasonable attorney fees.

- F. **Liability Insurance:** Licensee shall carry and keep in full force and effect from and after the date hereof and at all times during the Term broad-form commercial general liability insurance with limits as are reasonably required by the Owner from time to time. Such insurance coverage shall include contractual liability coverage insuring Licensee's indemnities under this Agreement. Said commercial general liability and property damage insurance policies and any other insurance policies carried by Licensee shall (i) be issued by insurance companies reasonably satisfactory to Owner; (ii) designate, as additional named insured, the Owner; (iii) be written as primary policy coverage and not contributing with or in excess of any coverage which Owner may carry; (iv) provide for thirty (30) days' prior written notice to Owner of any cancellation or other expiration of such policy; and (v) contain contractual liability coverage insuring performance by Licensee of the indemnity provisions of this Agreement. In addition, all property damage insurance policies shall contain an express waiver of any right of recovery (by subrogation or otherwise) by the insurance company against Owner. Licensee shall deliver to Owner either a copy of each such policy of insurance or a certificate evidencing the coverage required hereunder. Renewal certificates shall be provided by Licensee on an annual basis. Neither the issuance of any insurance policy required hereunder nor the minimum limits specified herein with respect to Licensee's insurance coverage shall be deemed to limit or restrict in any way Licensee's liability under this Agreement. Policy specific requirements can be found in EXHIBIT G – Insurance.
- G. **Waiver of Recovery:** Each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies, to the extent that such loss or damage is recovered under said insurance policies. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

- H. **Costs and Expenses:** Further, Licensee agrees to pay all of Owner's costs and expenses, including, but not limited to, reasonable attorney fees, court costs, and interest incurred in any litigation commenced by Owner to collect or enforce indemnification obligations contained in this Article.
- I. **Protection Against Claims For Improper System:** In the event that any claim, demand or liability is made or asserted against Owner by any third party based upon allegations that material transmitted over Licensee's System results in infringement of copyright, libel or slander, illegal use, or unauthorized use thereof or other similar claims, Licensee shall indemnify, defend and hold harmless Owner and its agents and representatives from any and all such claims, demands, lawsuits and liability, including payment of Owner's legal fees.
- J. **Indemnification For Patent Infringement:** In the event that any claim, demand or liability is made or asserted against Owner by any third party based upon allegations that the System violates any patent laws, then, and in such event, Licensee shall indemnify, defend and hold harmless Owner and its agents and representatives of and from any, and all such claims, demands, lawsuits and liability, including the payment of Owner's legal fees.
- K. **Non-Waiver of Indemnification:** No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Owner of any applicable common law, statutory or constitutional limits on municipal liability available to Owner. No indemnification provision contained in this Agreement under which Licensee indemnifies Owner shall be construed in any way to limit any other indemnification provision contained in this Agreement.
- L. **Limitation of Liability:** Owner reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Owner shall not be liable to Licensee for any interruption to service of Licensee or for interference, however caused, with the operation of the cables, wires and appliances of Licensee, arising in any manner out of the use of Owner's Poles hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Owner or those jointly using Owner's Poles may have upon the Attachments or the transmissions of Licensee, even if the cause of such effects may be attributable to negligence (including, to the fullest extent permitted by law and without limitation, Owner's sole negligence) on the part of Owner or its agents.
- M. **Disclaimer of All Warranties:** Owner makes no warranties under this Agreement and specifically disclaims and excludes all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose. Owner further specifically disclaims any warranty or representation regarding the condition and safety of Owner's distribution Poles or other facilities.

- N. Cumulative Remedies: The rights, protections and remedies afforded Owner under the provisions under this Article and under other provisions of this Agreement are cumulative and not exclusive.

IV. PERMITS, LICENSES AND RIGHTS-OF-WAY:

- A. In order to construct, place and maintain its System, Licensee is solely responsible for obtaining from various Federal, State, County and local authorities and private entities all necessary permits, licenses, rights-of-way, franchise agreements and property easements. The cost of such permits, licenses, rights-of-way, franchise agreements and property easements shall be borne by Licensee.
- B. Owner does not represent or warrant that any of its rights-of-way, easements or other similar rights entitle Licensee to access the property underlying Owner's distribution Poles or other facilities. Licensee shall use its best efforts to obtain such permits, licenses, rights-of-way, franchise agreements and property easements. Upon request, Licensee shall provide to Owner copies of all such permits, licenses, rights-of-way, franchises, agreements and property easements. Licensee shall continue to maintain all such required authorizations and consents during the term of this Agreement.
- C. Nothing in this Agreement shall operate to impose any obligation or responsibility on Owner for Licensee's failure to obtain all necessary permits, licenses, rights-of-way, franchise agreements and property easements, and Licensee shall indemnify and hold harmless Owner, its directors, officers and employees, from and against any and all claims and demands including any attorney and/or legal fees or costs incurred by Owner which result from claims of governmental bodies, owners of property, or others that in any way result from Licensee not having a sufficient right or authority for placing and maintaining Attachments on Owner's Poles.

V. NON-EXCLUSIVE:

- A. Owner grants Licensee non-exclusive rights for its Attachments on Poles. Owner does not suggest, imply or guarantee that Licensee will have sole occupancy of a Pole.
- B. The space available on a Pole for Licensee's proposed Attachments may be limited by previously-authorized attachment permits and Shared-Use or Joint-Use Agreements with third parties. Absence of the physical presence of a third-party attachment is not an indication of space availability.
- C. Nothing in this Agreement shall limit, restrict, or prohibit Owner from utilizing the Communications Space on Poles for its own System facilities.

VI. ATTACHMENT AND INSTALLATION PROCEDURES:

No attachment, placement or installation shall be made by Licensee on any Poles before written permission is received from Owner. The procedure and forms to be used in making application and receiving permission for attachment, placements or installations shall be as provided for as described in this Agreement. Such permission shall not be unreasonably withheld, conditioned or delayed. In addition to any application fees, Licensee shall pay Owner for any Estimated Costs incurred, as herein defined.

VII. CODES, RULES, AND STANDARDS:

Licensee's facilities, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the latest revision of the *National Electrical Safety Code* ("NESC"), as the same may be amended from time to time, the *National Electrical Code* ("NEC"), the regulations of the Occupational Safety and Health Act ("OSHA"), *North Carolina Department of Transportation* ("NCDOT") and in compliance with any rules or orders now in effect or that may hereafter be issued by Owner or other authority having jurisdiction. Licensee's Attachments shall be made in accordance with local and national standards as approved by Owner. Licensee further agrees that its facilities will meet the specifications, standards, and requirements of Owner's electric construction standards and electric service policy, as may be applicable.

VIII. OVERHEAD APPLICATION REQUIREMENTS:

- A. Before making Attachments to any Poles, including the overlash of existing Attachments, Licensee shall make application and receive a Permit therefore, with respect to each Pole in the form of Exhibit B.
- B. The method and location of installation of Attachments on Poles must first be approved by Owner. Such approvals shall not be unreasonably withheld, conditioned or delayed. Licensee shall furnish Owner with a construction drawing indicating the location of and specifying the type of Attachment to be installed with a target date for completion. Authorized Pole Attachments under this Agreement are restricted to the designated locations indicated in Exhibit A, and shall not be placed within the power supply space, except as shown for electric service to System facilities.
- C. The Licensee shall remit a non-refundable application fee contained in Exhibit E to accompany each Permit application. This fee may be adjusted no more frequently than annually to reflect changes in the engineering, administrative and processing costs of Owner in reviewing permit applications.
- D. There may be an additional Pole Attachment Fee for Licensee to overlash its own Attachments. Licensee shall indicate on its application for overlash the projected sag of the conductors resulting from the additional weight of the proposed cables or wires and shall make request for Make Ready work when such sag will necessitate additional clearance on Owner's poles or from the facilities of other Shared Users to meet mandated separation between facilities or clearance over the ground. Overlashed Attachments shall

be deemed Attachments for all purposes under this Agreement except for the purpose of calculating the Pole Attachment Fees. Overlapping of Licensee's facilities by any third-parties (whether affiliated or otherwise) is prohibited absent a separate License Agreement with Owner.

- E. After Licensee has completed Make-Ready work and attaching to Owner's poles, Licensee's Engineer shall provide a letter stating that the installation has been completed and complies with NESC, NEC, OSHA, and NCDOT codes.
- F. Owner will at intervals not exceeding five (5) years perform an actual inventory of the Pole Attachments in all or in part of the territory covered by this Agreement, for the purpose of checking and verifying the number of Poles on which Licensee has Attachments. Such field check shall be made jointly by both parties and shall be at Licensee's Expense. Any unauthorized attachments that are discovered will be invoiced accordingly, including unauthorized attachment fees, and past due annual fees per pole.
- G. Notwithstanding any other remedies available to Owner, if through an inventory or other means, Owner discovers that Licensee has made Pole Attachments, including overlapping, without first obtaining a Permit from Owner, in the absence of evidence to the contrary that is satisfactory to Owner, the Attachment shall be treated as having existed for a period beginning on the effective date of this Agreement or the date of the last pole inventory, whichever is shorter, and Licensee shall immediately pay the fee for each such Attachment, at the appropriate rate for each year. No act or failure to act by Owner with regard to said fee or said unlicensed use shall be deemed as a ratification of the unlicensed use, and if any Permit for an Attachment should be subsequently issued, said Permit shall not operate retroactively or constitute a waiver by Owner of any of its rights under this Agreement.

IX. ELECTRIC SERVICE TO POWER SUPPLIES:

- A. Licensee, in order to receive electric service, at each point of delivery, from Owner to operate its respective power supplies, shall install at Licensee's expense, and maintain thereafter, its service entrance conductors in accordance with Licensor's instructions. The first point of delivery and additional points at random shall be metered with each metered point having maximum connected load. Owner, at its expense, reserves the right to remove and to reinstall these meters at any time.
- B. Licensee shall establish service per current electric service provider rates and policies
 - a. Licensee shall (a) apply to Owner at Owner's electric department business office, Electricities of NC (b) present Exhibit C "Application for Electric Service" or other approved application form, (c) establish service contract and (d) submit an approved certificate of electrical inspection for each point of delivery desired; after which Owner's designated representative will make the electrical connection between the two respective systems.

- b. Owner will invoice Licensee monthly for services rendered at each point of delivery established herein and payment made to Licensor by Licensee all in accordance with rules and regulations of the Owner's governing utility service to the public. Monthly kilowatt-hours for billing purposes, at each point of delivery, shall be estimated to equal the average KWH of the above metered locations until said meters are removed after which time the billing KWH at each point of delivery shall be estimated to equal the average of monthly averages as determined above.

X. REARRANGEMENT AND RELOCATION OF POLE ATTACHMENTS AND POLE REPLACEMENT ("MAKE READY WORK"):

- A. Should any Pole or Poles to which Licensee desires to make Attachments be deemed inadequate by either Licensee or Owner to support the additional facilities in accordance with the specifications herein, Licensee shall indicate on Exhibit B the Make Ready work requested to rearrange, transfer, or replace Owner's facilities as necessary to provide adequate space or Poles for its Attachments.
- B. In the event that Licensee requests Make Ready work and Owner agrees to perform such work, Owner shall prepare a cost estimate for Make Ready work. When a request has been approved and Owner has received payment for the Estimated Cost, Owner will proceed with the Make Ready work.
- C. Licensee shall reimburse the owner or owners of other facilities attached to Owner Poles for any expense incurred by them for rearranging or transferring such facilities in order to accommodate Licensee's facilities.
- D. In the event that Owner chooses to have Licensee perform Make Ready work, Licensee, upon completion of the work, shall provide a letter sealed by an Engineer stating that the installation has been completed and complies with NESC, NEC, OSHA and other applicable codes and standards.
- E. Licensee shall maintain appropriate clearances, as determined by Owner in accordance with applicable legal, operational and contractual requirements, on all poles with all Shared Users on all poles.

XI. ANCHOR ATTACHMENTS:

- A. Licensee shall, at its own expense and to the satisfaction of Owner, place guys and anchors to sustain any unbalanced loads caused by Licensee's Attachments. When, in unusual circumstances, Licensee determines that it is necessary or desirable for it to attach its guys to anchors owned by Owner, it may make application to do so in a manner similar to that outlined above for application to make Pole Attachments. In such circumstances, all the provisions of this Agreement that are applicable to Poles shall also be separately applicable to anchors. In the event that any anchor to which Licensee

desires to make Attachments is inadequate to support the additional facilities in accordance with the aforesaid specifications, Owner will notify Licensee of the changes necessary to provide an adequate anchor, together with the Estimated Cost thereof to Licensee. Licensee will compensate Owner in advance for the Estimated Cost for changing the anchor.

- B. For anchors in place to which Licensee wishes to attach, Licensee shall pay to Owner a one-time installation fee as set forth in Exhibit E upon initial installation only, for the use of each of Owner's anchors to which attachments are made.

XII. INSTALLATION OF GROUNDS:

When Owner is requested by Licensee to install grounds or make connections to Owner's electric system neutral, Licensee shall reimburse Owner for the Actual Costs for initial installation, any maintenance, removal or relocation within 30 days of work being completed.

XIII. POLES NOT ALLOWED TO BE SHARED:

Upon notice from Owner to Licensee that the use of any Pole is forbidden by municipal authorities or property owner, the Permit covering the use of such Pole shall immediately terminate and the cables, wires and appliances of Licensee shall be removed from the affected Pole within fourteen (14) days.

XIV. REMOVAL OF ATTACHMENTS FOR OVERHEAD TO UNDERGROUND CONVERSION:

Upon notice from Owner to Licensee that Owner's electric system is to be converted from overhead to underground in a specified area, or that the Poles will be removed for any reason, the Permit covering the use of said Poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed from the affected Poles within sixty (60) days. If after sixty days Licensee has not removed property, Owner reserves the right at the sole expense of the Licensee to remove the pole and any still existing attachments.

XV. REMOVAL OF ATTACHMENTS:

- A. Licensee may at any time remove its Attachments from any Pole of Owner, but shall give Owner written notice within fourteen (14) days of such removals in the form of Exhibit C. No refund of any Pole attachment fee will be due on account of such removal.
- B. When Licensee desires to transfer its Attachments from an existing alignment of Owner's Poles to a new alignment, notice of removal in the form of Exhibit C and an application for Attachment to the new poles shall be submitted along with the appropriate Permit

Application Fee for processing by Owner. For removals only, a Removal Verification Fee in the amount specified in Exhibit E shall be submitted.

- C. In the event that Owner replaces or relocates a Pole in an existing alignment, Licensee will be notified by Owner of the need to relocate, remove, or reattach its facilities. Submittal of notice of removal from the existing Pole and a permit to attach to the new Pole shall be made by the Licensee, but no fees are required.
- D. In any event that Owner gives notice of the removal, replacement, or relocation of a Pole to which Licensee is attached, the Permit covering the use of said Poles shall immediately terminate and the cables, wires and appliances of Licensee shall be removed from the affected Poles within thirty (30) days. If Licensee has not removed their equipment from the affected poles after thirty (30) days, the attachments will be deemed Unauthorized Attachments and all penalties and fees specified shall apply.
- E. After Licensee has completed the installation to Owner's poles, Licensee's Engineer shall provide a letter stating that the installation has been completed and complies with NESC, NEC, OSHA, and NCDOT codes.

XVI. ELECTRICAL DESIGN SPECIFICATIONS:

- A. Separation of communication and electrical conductors shall be as stipulated in the *National Electrical Safety Code* and as per Owner's construction standards. Refer to EXHIBIT F Standards & Code Requirements for additional details.
- B. Licensee shall not circumvent nor impair Owner's corrosion mitigation measures.
- C. Licensee cable shall be compatible with Owner's facilities so as not to damage any facilities of Owner by corrosion or otherwise. Licensee shall be liable to Owner for any damages occasioned by such corrosion or otherwise.

XVII. PHYSICAL DESIGN SPECIFICATIONS:

- A. All System facilities shall be located and installed per Exhibit "A" in addition to complying with the applicable codes and other requirements specified in this Agreement. Except as noted, wireline System facilities shall be located in the Communication Space on Owner's poles, hereby defined to be 18 ft. to 21 ft. above the ground, with a minimum separation of 40" to the nearest current-carrying conductor or electric component located in the power space, with the exception that a 12" separation below the drip loop of a street light may be allowed.
- B. In addition to code requirements, all System facilities not mounted to the pole itself shall maintain a minimum clearance above ground that meets all applicable codes from the authority having jurisdiction. Pole-mounted facilities must be securely attached to the pole itself, not to any Owner equipment or street light arm. There shall be no more than a

combined total of a) two (2) System risers or b) one (1) System riser and one (1) System device attached to any pole by Licensee and other Shared Users. If Owner has a device in the communications space, then no System device may be placed on that pole by Licensee.

- C. Licensee may not locate points of delivery for electric service on Owner's poles or within the public right-of-way unless it owns that right-of-way or has a franchise agreement to utilize it.
- D. Cables, fibers, wires and similar signal-carrying System facilities passing by a Pole must be attached to that Pole in accordance with this Agreement.
- E. Risers for transition between overhead and underground distribution must be securely attached to the Pole per Owner's construction standards. Owner may limit the number and specify the orientation of Licensee's risers on a Pole.
- F. Excess cable or wire and splices, junction boxes, and similar appurtenances associated with the System shall be securely and neatly attached to Poles or the Licensee's supporting strand; they shall not be left unsupported or swinging free. Conduit attached to poles shall have sufficient straps or brackets to hold it securely to the pole throughout its length. Clearances specified by the *NESC* and Owner's construction standards must be maintained for all portions of Licensee's System facilities. Such facilities may require rental of additional space at adjacent poles to provide adequate clearances throughout the span.
- G. All wireline Attachments to the non-neutral side of a Pole must utilize stand-off brackets per Owner Construction Standards. No wireline Attachment may be made to the non-neutral side of a Pole without the specific written permission of Owner. Applications for Attachment must clearly indicate if non-neutral-side Attachment is being requested.
- H. Licensee shall clearly identify its ownership of its System facilities at each and every location with distinctive, durable, color-stable, tamper-, and weather-resistant labels or tags visible from the ground or manhole opening.

XVIII. WORK RULES:

- A. Any leak detection liquid or device used by Licensee's agents, employees or contractors shall be of a type approved in writing by Owner.
- B. When Licensee, its agents, employees or contractors are working around any part of Owner's Poles located in the streets, alleys, highways, or other public rights-of-way or easements granted to Owner, the protection of persons and property shall be provided by Licensee in an adequate and satisfactory manner; Licensee shall be solely responsible for providing adequate barricades, warning lights, traffic cones, danger signs and other

similar devices to protect all traffic, persons and property around the work area from danger.

- C. Owner's authorized representative shall have the authority to terminate Licensee's work operations around Owner's Poles if, in the sole discretion of Owner's authorized representative, any hazardous condition arises or any unsafe practice is being followed by Licensee's agents, employees or contractors. Said discretion shall not be unreasonably executed.

XIX. EMERGENCY CONDITIONS:

In cases of emergency:

- A. Owner's work shall take precedence over any and all operations of Licensee.
- B. Owner may rearrange Licensee's Attachments and related facilities at Licensee's Expense when necessary to make maximum use of its electric system or to effect repairs.
- C. Licensee shall provide Owner a point(s) of contact for emergency and non-emergency twenty-four (24) hour service.

XX. DECOMMISSIONING:

Owner may, in its sole judgment, remove any Poles not needed for its service requirements; and Licensee shall, upon written notification from Owner, remove its Attachments from such Poles within a reasonable period of time not to exceed thirty (30) days.

XXI. INSTALLATION, MAINTENANCE AND RELOCATION OF FACILITIES:

- A. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and in thorough repair, and in a manner satisfactory to Owner and so as not to interfere with Owner's use of its facilities, or by other companies using said facilities, or interfere with the use and maintenance of facilities which may from time to time be placed thereon. Licensee shall, at its own expense, within fourteen (14) days of notification from Owner (unless in Owner's sole discretion safety, emergency, power supply, restoration efforts or construction schedules require Licensee to take corrective action within a shorter period), remove, relocate, replace, or renew its Attachments and facilities placed on said facilities, or transfer them to substitute facilities, or perform any other work in connection with the said Attachments and facilities that may be required by Owner.
- B. Should the Licensee fail to remove, relocate, replace or renew its facilities, fail to transfer its Attachments to the new pole or fail to perform any other work required of Licensee under Section A or B, immediately above (collectively, "Maintenance and Relocation"), after the date reasonably specified by Owner for such Maintenance and Relocation

("Maintenance and Relocation Date"), Owner will have the following rights, in addition to any other rights and remedies available under this Agreement:

1. The Licensee shall pay the Owner the penalties specified in Exhibit E.
2. The cost incurred by Owner to return to the job site to inspect the status of Licensee's work and, as applicable, the cost incurred by Owner to remove the old pole will be paid by the Licensee.
3. Owner may, at Licensee's sole risk and without warranty of any kind, perform such Maintenance and Relocation work, including the removal of Licensee's System, and Licensee shall, on demand, reimburse Owner for the full expenses thereby incurred. Owner may also abandon a Pole, or portion thereof, transferring responsibility for removing the abandoned facility to the Licensee.

The intent of this subsection is to ensure timely Maintenance and Relocation.

- C. Nothing in this Section shall operate to impose any liability upon Owner for any loss or injury arising directly or indirectly from Licensee's failure to conform to applicable technical requirements and specifications, and nothing in this Section shall operate to relieve or in any way limit Licensee's obligations to indemnify Owner under this Agreement.

XXII. CHARGES FOR INCOMPLETE WORK:

In the event that a request for attachments made by Licensee is canceled, Licensee shall reimburse Owner for the Actual Costs incurred by Owner prior to receiving written notification of the cancellation plus any additional costs Owner incurs to remove Licensee's system from Poles.

XXIII. INSPECTION:

Owner reserves the right to inspect and/or verify each new installation or removal of Licensee and to make periodic inspections and verifications, as conditions may warrant, of that portion of Licensee's System that is attached to Owner's Poles. Such inspections and/or verifications, or the failure to make such, shall not operate to relieve Licensee of any responsibility or obligation or liability assumed under this Agreement; nor shall such inspections and/or verifications operate to impose any liability or responsibility on Owner for Licensee's Attachments. Owner's inspector shall have the right to stop the installation work of the Licensee until any violations of this Agreement have been rectified.

XXIV. USE OF CONTRACTORS:

Licensee shall require its contractors (and, in turn, their subcontractors) to comply with the work rules and other operating requirements of Owner under this Agreement and with the insurance and indemnification obligations of Licensee under this Agreement as if each such contractor were the Licensee for purposes of this Agreement. Licensee shall

ensure that Owner is an intended third party beneficiary of such requirements with enforceable rights against each such contractor, and that such rights are enforceable against each such contractor (and their subcontractors) in the same manner and to the same extent as Owner has such rights against Licensee under this Agreement. Without limitation of the other requirements of this Agreement, Licensee shall indemnify Owner for all liabilities, claims, demands and costs (including, without limitation, any attorneys' and/or legal fees or costs) arising from its failure to comply with the requirements of this Article.

XXV. ASSIGNMENT OR TRANSFER RIGHTS OF INSTALLATION:

Licensee shall not assign, transfer, sublease or resell the rights of attachment hereby granted to it, or the rights to use facilities so attached to Owner's Poles without prior consent in writing of Owner, which consent shall not be unreasonably delayed, conditioned or withheld. Failure of Licensee to give such notice and obtain Owner's consent shall be cause for termination of this Agreement. Owner agrees to provide written notification of its approval or disapproval of any request requiring consent within thirty (30) days of Licensee's notice.

XXVI. ADDITIONAL PROVISIONS:

- A. The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or conditions of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by authorized parties in writing.
- B. Nothing herein will create a partnership or joint venture between the parties nor result in a joint communications service offering to the customers of either Licensee or Owner.
- C. Licensee shall not, without the prior written consent of Owner use any of its facilities attached to Owner's Poles for any purpose other than that provided in this Agreement. Whenever, in the reasonable judgment of Owner, Licensee has used its facilities for any purpose not authorized herein, Owner shall forthwith notify Licensee. Upon receipt of such notice, Licensee shall as promptly as practicable (and in no later than twelve (12) hours after receipt of such notice) cease such use complained of in the notice. Failure to do so or repeated unauthorized use shall constitute a default of Licensee's obligations and, notwithstanding any other provision of this Agreement; Owner may at its option forthwith terminate this agreement.
- D. No subsequent agreement between Owner and Licensee concerning pole attachment arrangements shall be effective or binding unless it is made in writing by authorized representatives of the parties hereto and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

- F. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
- G. The Parties acknowledge and agree that this Agreement constitutes the entire Agreement between Owner and Licensee, and supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. This Agreement may not be modified or terminated excepted as provided herein.
- H. Licensee and Owner acknowledge and agree that all material terms and conditions of this Agreement are essential and non-severable components of this Agreement, and that if any such material requirements are held to be unenforceable under applicable law, this Agreement shall thereupon terminate.
- I. Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

XXVII. NOTICE:

Notices under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below or as otherwise provided for by proper notice hereunder and the effective date of any notice under this Agreement shall be the date of delivery of such notice, not the date of mailing.

If to Licensee: _____

With a copy to: _____

If to Owner: _____

Attention: _____

With a copy to: _____

Attention: _____

XXVIII. RIGHTS:

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, to others not parties to this Agreement, to use any Poles covered by this Agreement; and Owner shall have the right to continue and extend such rights or privileges to subsequent licenses. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

XXIX. COMPENSATION:

- A. Licensee shall pay to Owner the Fees as specified in Exhibit E and as adjusted from time to time in accordance with Exhibit E. Said rentals shall be payable quarterly, in advance, on the first day of January, April, July, October of each year during which this agreement remains in effect. Such fees are calculated beginning from the quarter in which the Permit was issued. There is no prorating of these fees for rentals of less than one quarter year.
- B. After an inventory audit is performed (not to exceed 5 year period), any difference in the number of attachments will be invoiced upon completion of the audit along the terms of the audit accounting methodology. Payment is due within thirty (30) days of receiving the audit reconciliation invoice.
- C. If Owner does not receive any fee or other amount owed within thirty (30) days after it becomes due, Licensee, upon receipt of ten (10) days written notice, shall pay a late charge to Owner, compounded daily from the date due until the date paid, at the rate of one percent (3%) per month on the balance of the unpaid amount.

XXX. EXPENSES:

Licensee shall be responsible for reimbursing Owner for all expenses as stated throughout this Agreement. Such expenses shall include all engineering, labor, overtime and double time labor, material, transportation and equipment used for Licensee work to be inclusive of all loading, interest and administrative costs. Non-payment of an invoice shall constitute a default of this Agreement.

XXXI. TERM:

- A. This Agreement shall become effective on the Contract Date above written; and if not terminated in accordance with the provisions herein, shall continue in effect for a term of one (1) year from the Contract Date and shall thereafter automatically renew for subsequent one (1) year terms until terminated as provided herein. In addition to other termination rights provided elsewhere in this Agreement, either party may terminate the Agreement at any time by giving at least six (6) months prior written notice. Such termination in no way exempts payment for Pole attachments prior to the actual removal of all facilities. Upon termination of the Agreement in accordance with any of its terms, Licensee after receiving notice of intent to terminate shall immediately remove its cables, wires and appurtenances from all Poles of Owner. If not so removed, Owner shall have the right to remove them at Licensee's expense and without any liability therefore, and Licensee agrees to pay the Actual Costs thereof within thirty (30) days after it has received an invoice from Owner.
- B. Any of Licensee's System not removed by Owner upon termination of this contract shall become the property of Owner, which shall assume no liability for the interruption of

service to parties served by the Licensee's System nor obligation for continued operation of said System.

XXXII. UNAUTHORIZED ATTACHMENTS; SURVIVAL:

- A. Unauthorized Attachments to Poles shall immediately be submitted for permitting within fourteen (14) days of written notice by Owner. Such permitting shall be at the sole discretion of Owner but shall not unreasonably be withheld. All provisions of this Agreement shall be complied with and installation of unauthorized Attachments immediately suspended until permits have been duly obtained.
- B. Unauthorized Attachments which are not subsequently permitted by Owner shall be removed within thirty (30) days of written notice by Owner. If not so removed, Owner shall have the right to remove them at Licensee's expense and without any liability therefore, and Licensee agrees to pay the Actual Costs thereof within thirty (30) days after it has received an invoice from Owner. Any of Licensee's unauthorized Attachments not removed by Owner shall become the property of Owner, which shall assume no liability for the interruption of service to parties served by the Licensee's System nor obligation for continued operation of said System.
- C. In addition to the provisions of this Article, a penalty as specified in Exhibit E shall be assessed Licensee for each unauthorized Attachment.
- D. Notwithstanding any termination or non-renewal of this Agreement or other provision in this Agreement to the contrary, the obligations (but not the rights) of Licensee under this Agreement shall apply to any unauthorized Attachment or other unauthorized use of Owner's system, facilities, or other property and shall continue to apply to any authorized Attachment or other authorized use for so long as Licensee continues to use Owner's system, facilities, or other property. All obligations, including but without limitation requirements for indemnification and obligations to pay fees and charges, which by their nature should survive termination of this Agreement, shall survive termination.

XXXIII. DEFAULT:

If Owner or Licensee shall fail to comply with any of the terms or provision of this Agreement, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from the other party to correct such default or non-compliance, the party may, at its option, terminate this Agreement. In the event of such default, Owner shall be entitled to recover the full amount due under this Article plus any reasonable expenses or collection including attorneys' fees and court costs.

XXXIV. JURISDICTION:

Any and all disputes arising out of this Agreement shall be governed, construed and enforced according to the laws of the State of North Carolina. All actions relating to the validity, construction, interpretation and enforcement of this Contract shall be instituted and litigated in the Courts of North Carolina, in accordance herewith the parties to this Contract submit to the jurisdiction of the courts of North Carolina, located in Mecklenburg County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Town of _____, North Carolina

By _____
(Title)

Licensee:

APPROVED:

WITNESS:

ATTEST:

EXHIBIT LISTING

Exhibit A – Construction Drawings & Specifications

Exhibit B - Pole Attachment Application

Exhibit C - Notice of Removal of Pole Attachment

Exhibit D - Application for Electric Service

Exhibit E - Fee Schedule

Exhibit F - Standards & Code Requirements

Exhibit G - Insurance

EXHIBIT A

Construction Drawings & Specifications

Attach Drawings, Pole Specifications, Standard Details, Data Sheets, Construction/Installation Guidelines and other pertinent information showing Supply Space, Communication Space and Clearances, Connection Details, and other attachment and hardware information.

EXHIBIT B

Application

REQUEST FOR OWNER'S APPROVAL TO PLACE OR MODIFY ATTACHMENTS ON A POLE: *(To be completed by the Attacher)*

Make-ready work required: Yes ____ No ____

Number of poles affected: _____

To: _____

POLE OWNER

DATE OF REQUEST

ADDRESS

This is to request permission for this Company to use jointly certain of your poles under the terms and conditions of our agreement for Pole Attachment License Agreement ("Agreement"). Our present plan is to start this work about _____, 20____ and complete the work about, _____, 20____.

Attached are copies, which contain the above job number, of detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the point of attachment on each pole, the number and character of the attachments to be placed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in terms of this Agreement.

The included technical information represents our proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground will be submitted to the Pole Owner for approval prior to construction. Should additional information be required by the Pole Owner for verification of compliance with the NESC or other applicable standards, the Attacher will provide such information.

The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Attacher's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

If the joint use proposed is agreeable, please signify your approval of this request in the spaces provided and return a copy to the Applicant.

ATTACHER (COMPANY NAME)

CONTACT NUMBER

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ATTACHMENTS: *(To be completed by the Pole Owner and sent to the Applicant)*

DATE

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____.

TITLE OF POLE OWNER'S REPRESENTATIVE

SIGNATURE OF POLE OWNER'S REPRESENTATIVE

CONTACT NUMBER

EXHIBIT C
Notice of Termination

Date of Notice: ____/____/____

Cable Company Assigned Permit or Reference Number: _____

Licensee

Company Name

Company Address

City, State Zip

Town of _____:

In accordance with the terms of Agreement dated _____, application is hereby made for
license to remove its attachments from the following poles located in:

(City or Town - County and State)

Number of **Attachments** to be removed: _____

Number of **Overlashes** to be removed: _____

Number of **Power Supplies** to be removed: _____

Number of **“lift pole attachments”** or **“service drops”** being removed with this exhibit: _____

Location of Attachments _____

By _____

Title _____

Phone number _____
(Licensee)

Removal of above referenced attachments is acknowledged _____ / _____ 20____

By _____

Title _____

Phone number: _____
(Owner)

EXHIBIT D
Application for Electric Service

_____, 20____
(Date of Application)

TO: TOWN OF _____, North Carolina

Application for 120 volt, two wire, 60hz electricity is presented for power supply service on _____
(Pole Owner)

Pole Number _____ Located on _____
(Name of thoroughfare)

Near _____ (Attach sketch)
(Nearest Intersection, Necessary for clarity)

The ultimate appliances to be served from this point of delivery are:

Pole #	Watts	Pole #	Watts	Pole #	Watts	Pole #	Watts
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Total ultimate connected watts _____ estimated monthly kilowatt-hours:

Watts x _____ kilowatt-hours - Estimated monthly revenue \$ _____

Location metered? () YES () NO

Check the locations to be installed immediately or near future. It is requested that electric connection be made on or about _____, 20____.

Town of _____ service order number _____ dated _____, 20__

Service connected _____, _____
(Date) (Hour)

TOWN OF _____

BY _____

TITLE _____

EXHIBIT E

Fee Schedule

I. Permit Fees:

The Permit Fees are as follow:

Processing of Attachment Agreement Permit **\$500**

Permit Application Fee, 1-10 poles/spans along single continuous route **\$50**

Permit Application Fee, per pole span of overhead route to be overlashed **\$10**

Removal Verification Fee, per pole **\$15**

Owner reserves the right to adjust fees. Adjustments shall be made to reflect changes in Owner's projected labor costs associated with processing Attachment requests during the applicable period. Owner shall notify Licensee of the rate to become effective by providing notice thirty (30) days prior to adjusted rates.

II. Attachment Fees:

- A. Pole Attachment Fee: Annual Attachment Fee is fifteen dollars (\$15) for each foot of a single side of an Owner Pole required by an Attachment and its associated separation to meet *NESC* clearances and Owner Construction Standards. A minimum of one foot, \$15 fee, is required per any attachment. This fee covers space needed for Licensee's equipment in support of attachments, service drops, and guy wires. The attachment fee for a meter center and disconnect placed on an Owner Pole will be billed as three (3) feet. Other facilities attached to Poles will be billed based on the actual space encumbered by the equipment, in whole one foot increments. There is no charge for the space occupied by risers.
- B. Anchor/Guy Attachment Fees: One-time associated with the actual make-ready cost for each anchor/guy required to be placed by the Owner as necessary for supporting the installation, or each anchor/guy required to be adjusted to support the installation of the Licensee's equipment.
- C. Service Drop Fee: Included in Pole Attachment Fee within the allotted space. Service drops requiring guy wire or anchors will be charged for the actual cost of required equipment.

- III. Penalty for Unauthorized Use of Owner Facilities: Per Instance Fee is fifty dollars (\$50) for each unauthorized attachment, service drop, anchor/guy, or other property as determined by the Owner.
- IV. Security Deposit: Per block of 50 poles, a two thousand five hundred dollar (\$2500) security deposit is required before any Licensee equipment may be installed/attached. This pre-paid security deposit may be in the form of Certificate of Deposit, Letter of Credit, Performance Bond, or other such payment acceptable to the Owner. For each additional block of 50 poles (e.g. 51-100, 101-150), an additional security deposit shall be made. A security deposit guarantees and assures the performance of the Licensee's obligations under this agreement. The Owner shall have the right to draw against this security deposit in any event the Licensee defaults or fails to perform any obligations under this agreement, up to and including verification of removal of equipment upon termination of this agreement.

EXHIBIT F

Standards & Code Requirements

Attacher (i.e. Licensee) when making Attachments to Utility (i.e. Owner) Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with the Applicable Standards, as defined in Paragraph of this Agreement.

B. Clearances

1. **Attachment and Cable Clearances:** Attacher's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Attacher.
2. **Service Drop Clearance:** From the pole to the home/building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235C1b (exception 3).
3. All other drop clearances at the mid-span must conform to NESC table 235-6 (or its successor).
 - a. **Sag and Mid-Span Clearances:** Attacher will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E 1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
 - 30" from supply lines carrying 0 to 8.7 kV (secondary)
 - 30" plus 0.4" per kV in excess of 8.7 (primary)
4. **Vertical Risers:** All Risers, including those providing 120/240 volt power for Attacher's equipment enclosure, shall be placed on the quarter faces of the Pole and must be installed in conduit with weatherhead (if possible), attached to the Pole with stand-off brackets. A two- (2)

inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

5. **Climbing Space:** A clear Climbing Space must be maintained at all times on the face of the Pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Attacher's cable/wire Attachments shall be placed on the same side of the Pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on Pole quarter faces.
6. **Pedestals and Enclosures:** Every effort should be made to install Pedestals, vaults and/or Enclosures at a minimum of four (4) feet from Poles or other Utility Facilities, or the distance specified by the utility, whichever is greater.

C. Down Guys and Anchors

1. License shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's Poles by Attacher's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Utility Pole where an angle or a dead-end occurs. Attacher shall make guy attachments to Poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.
3. Attacher may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.
4. No Attachment may be installed on a Utility Pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility Poles until all required guys and anchors are installed.
5. Attacher's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's Pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the utility as an item of Make-Ready Work. Utility will determine if guys should be grounded or insulated.

D. Certification of Attacher's Design

1. Attacher's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of North Carolina, certifying that Attacher's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's Facilities and other Attaching Entities' facilities that exist on the Poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. **Cable Bonding:** Attacher's messenger cable shall be bonded according to NESC rule 92C 1 as a minimum, or at every pole with a vertical ground, as determined by the utility. If no ground exists on a pole to be bonded, Attacher shall install a Pole ground in accordance with the attached detail drawing.
2. **Customer Premises:** Attacher's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. **Communication Cables:** All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the lowest Utility conductors.
4. **Riser Installations:** All Attacher's Riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to Pole.
5. **Tagging:** All Attacher's cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility at each Attachment within twelve (12) inches of the Pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Attacher name, emergency contact number, and cable type. At the discretion of Utility, Tags shall be color-coded to permit identification of Attaching Entity by observation from the ground.

F. Distributed Antenna System

1. The applicant is responsible for responding to any and all community concerns or complaints related to the antenna, including aesthetic appearance, health concerns due to radio frequency emissions, etc.
2. Applicants seeking to attach pole-top antennas must provide the utility with the following:
 - a. Spec sheets (including typical attachment drawings) and design information for the equipment proposed for attachment;
 - b. Maps detailing locations for proposed attachment.
3. The Utility must approve the design and mounting requirements for all pole-top, and other type antennas.

4. The Utility must approve all pole locations selected for antenna placement.
5. Proposed pole-top antenna locations must have adequate pole space and not exceed the pole's maximum loading. The applicant is solely responsible for all associated make-ready costs needed to bring the pole into compliance.
 - a. Only one antenna will be allowed on a pole.
6. Poles selected for pole-top antennas must meet the following criteria
 - a. Must be a tangent pole;
 - b. Poles selected must not have existing equipment (regulators, gang switches, capacitors, etc.);
 - c. Pole must be readily accessible by bucket truck;
 - d. Minimum of a class 3 pole.
7. Antennas must be a minimum of 5 feet above the highest electric attachment.
 - a. Pole extensions are not permitted.
 - b. In most cases, the pole must be changed out.
 - c. The Applicant will be responsible for the cost of the pole-loading analysis (if required by the Utility).
 - d. In the event the total height of the pole with the antenna attachment exceeds 60 feet, NESC rule 250D shall apply to the pole-loading analysis.
8. All pole-top antennas will be installed by the Utility or a contractor approved by the Utility.
9. A new ground rod is required at all pole-top antenna locations.
10. Antenna riser cables and grounds must be installed in a minimum of Schedule 40 conduit not larger than 2 inches.
11. All antenna power sources must have a lockable disconnect installed, to allow for the antenna power source and any back-up power sources to be disconnected. The attacher must provide the utility with access to the disconnect by providing keys or combination to the lock. Disconnect and meter boxes must be installed according to Utility's standards.
12. Where required, two RF warning signs must be installed. One RF warning sign must be placed at eye level, a second sign must be placed at the pole top, just beyond where the safe approach

distance ends. The sign must include the Utility's name, contact number, and the approach distance of the antenna

- a. The Applicant must provide the Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels

13. Applicants seeking to attach antennas to streetlight arms must provide Utility with the following:

- a. Spec sheets and design information for the equipment proposed for attachment;
- b. Maps detailing locations for proposed attachment.

14. The Utility must review and approve the design and mounting requirements for antennas.

15. All antennas must clamp to the streetlight arm. Holes drilled in the arm or bracket will not be permitted.

EXHIBIT G

Insurance

A. **Policies Required.** At all times during the term of this Agreement, the Licensee shall keep in force and effect all insurance policies as described below:

1. **Workers Compensation and Employers' Liability Insurance.** Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by North Carolina law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Owner. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.
 2. **Commercial General Liability Insurance.** Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, contractual liability coverage, broad form property damage, independent contractor's coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$1,000,000 each occurrence.
 3. **Automobile Liability Insurance.** Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
 4. **Umbrella Liability Insurance.** Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
 5. **Property Insurance.** Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Owner Facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure such exposures.
- B. **Qualification; Priority; Contractors' Coverage.** The insurer must be authorized to do business under the laws of the State of North Carolina and have an "A" or better rating in Bests Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Exhibit with the same limits.
- C. **Certificate of Insurance; Other Requirements.** Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the Licensee will furnish the Owner with a certificate of insurance (Certificate). The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The Owner shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this agreement.

The Owner, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation and property policy, which shall be so stated on the Certificate of Insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by the Owner. Licensee shall defend, indemnify and hold harmless the Owner and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Exhibit. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to the Owner upon request.

- D. **Limits.** The limits of liability set out in this Exhibit may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- E. **Prohibited Exclusions.** No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Owner except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Owner's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.
- F. **Deductible/Self-insurance Retention Amounts.** Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.
- G. **Additional Requests.** The Owner shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Exhibit. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Owner within thirty (30) days of the Licensee providing proof of such additional premium to the Owner and requesting payment therefor.

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Alison Adams, Senior Planner
Subject: Clarke Creek Small Area Plan

Request Town Board to set the public hearing for the proposal of the Clarke Creek Small Area Plan on January 16, 2018.

ACTION RECOMMENDED:

Set Public Hearing

FINANCIAL IMPLICATIONS:

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Brad Priest, Senior Planner
Subject: R17-09 McDonald's Northcross Rezoning

Petition #R17-09 is a request by McDonald's USA, LLC to amend their conditional rezoning at 16835 Statesville Road (Parcel ID #00504303) to Highway Commercial Conditional District (HC-CD). The purpose of the rezoning is to allow the expansion of the drive through area.

ACTION RECOMMENDED:

Call a public hearing for January 16, 2018.

FINANCIAL IMPLICATIONS:

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: Brian Richards
Subject: R17-10 Town of Huntersville - Town Center

R17-10 a request by the Town of Huntersville to rezone 2.25 acres from Town Center Conditional District to Town Center on Gilead Rd. (PIN: 01711619, 01711618, 01711643, 01711617, 01711616, 01711615 (a portion of)).

ACTION RECOMMENDED:

Conduct a Public Hearing

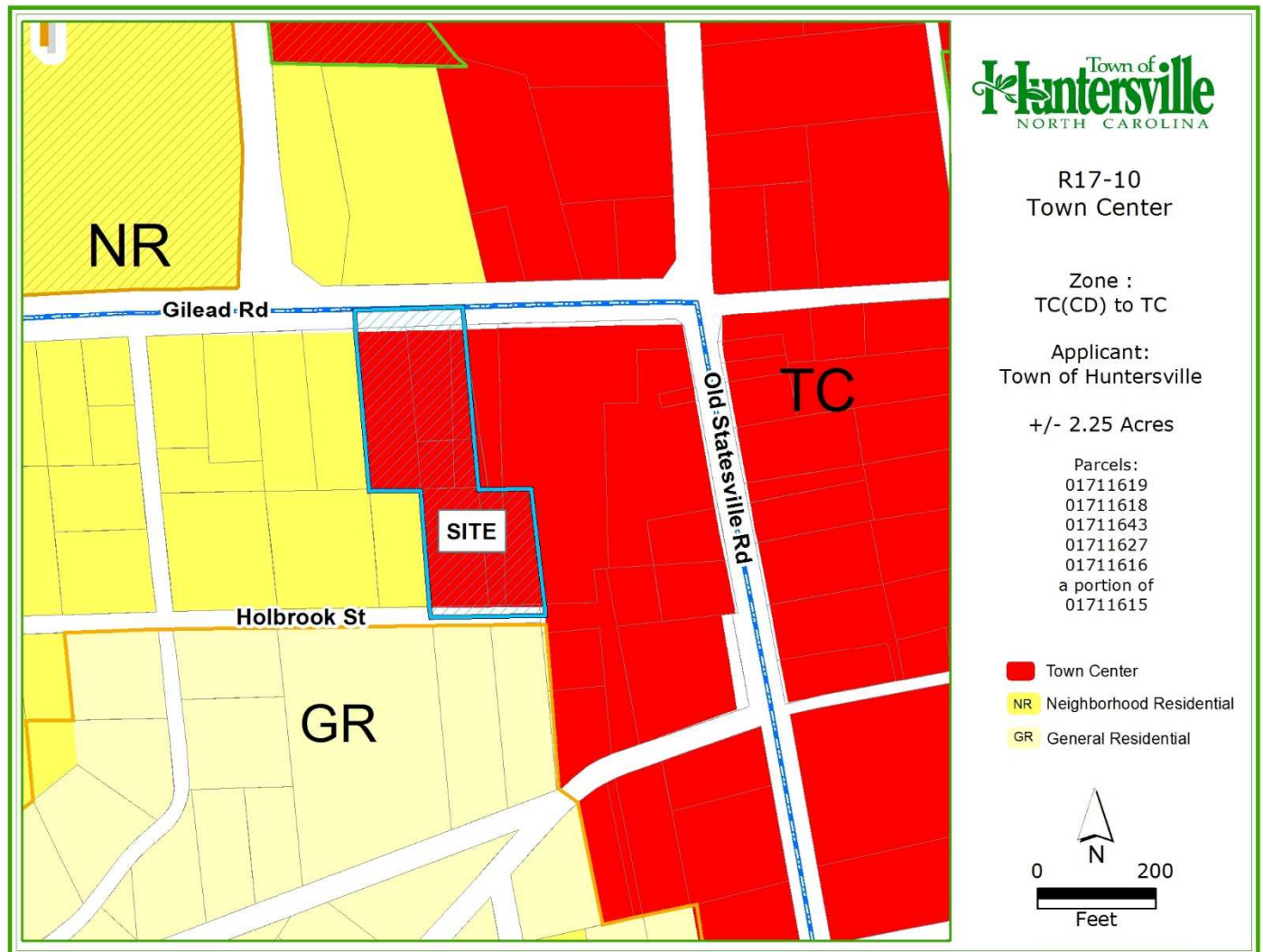
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

Description	Type
▣ R17-10 Staff Report	Staff Report
▣ A - Application	Exhibit
▣ B - TC Zoning District	Exhibit
▣ C - R17-10 Site Plan	Exhibit
▣ D R08-05 & R09-02	Exhibit

Petition R17-10 Town Center

PART 1: SUMMARY



1. On June 16, 2008 the Board of Commissioners approved a request by HTCP Development One, LLC. to rezone 2.25 Acres from Neighborhood Residential to Town Center Conditional District (R08-05) with the requirement that the rezoning plan be amended and approved by the Town Board before any development would occur.
2. The R08-05 Rezoning plan excluded the following uses:
“The following uses shall be prohibited on the properties to be rezoned:
 1. nightclubs, music clubs, bars and similar entertainment facilities, further provided that such prohibition of bars shall not apply to restaurants with a bar located therein;
 2. automobile service and repair uses;
 3. automobile and/or motorcycle sales;
 4. cemeteries;
 5. neighborhood gasoline stations, including major service and repair of motor vehicles;
 6. drive through windows, including those associated with restaurants.”
3. In 2009 the plan was amended (R09-02) to allow for a portion of the Town Center parking deck.

4. Adjoining Zoning and Land Uses.
North: *Neighborhood Residential (NR)*: Single Family Home
South: *General Residential (GR)*: Vacant
East: *Town Center (TC)*: Huntersville Town Center Building
West: *Neighborhood Residential (NR)*: Single Family Home
5. Notice for this rezoning petition was sent to adjoin property owners (via letters), a legal ad placed in the Charlotte Observer and posted rezoning signs on the property in one location.

PART 2: TRANSPORTATION ISSUES

None

PART 3: REZONING CRITERIA

Current Zoning: Town Center Conditional District (TC-CD) allows for the uses allowed in the Town Center district except:

“The following uses shall be prohibited on the properties to be rezoned:

1. nightclubs, music clubs, bars and similar entertainment facilities, further provided that such prohibition of bars shall not apply to restaurants with a bar located therein;
2. automobile service and repair uses;
3. automobile and/or motorcycle sales;
4. cemeteries;
5. neighborhood gasoline stations, including major service and repair of motor vehicles;
6. drive through windows, including those associated with restaurants.”

Proposed Zoning: Town Center to allow for all uses in the district. Subsequent subdivision plans will need to go through the standard development processes.

Future Land Use:

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

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

- **Downtown Development Policy & Action Item: DT-1 Downtown Development.**

Staff comment: The subject parcel is zoned Town Center Conditional District (TC-CD) and is located within the Down Town Area. Removing the Conditional District will encourage development by not requiring potential projects to go through the rezoning process. Therefore the request is consistent with the future land use plan.

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

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

STAFF COMMENT:

The existing land is vacant except for a portion of the Town Center Parking Deck and is zoned Town Center Conditional District. The proposed zoning of Town Center is consistent with adopted area plans and development

surrounding the property (Commercial, Office, and Single Family Homes); therefore the request to rezone the property is consistent with the existing development of adjacent parcels.

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

STAFF COMMENT:

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

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

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

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

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

PART 4: STAFF RECOMMENDATION

The request to rezone the parcels from Town Center Conditional District to Town Center is consistent with the 2030 Community Plan and the surrounding development; therefore staff recommends approval.

PART 5: PUBLIC HEARING COMMENTS

Public Hearing scheduled for December 4, 2017.

PART 6: PLANNING BOARD RECOMMENDATION

TBD

PART 7: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – Town Center Zoning Districts
- C - Site Plan
- D – R08-05 & R09-02

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

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed rezoning application R17-10, the Planning staff recommends approval as it is consistent with Downtown Development Policy D-1 of the 2030 Community Plan. The property is also located within the high intensity development area and the proposed density would be consistent with surrounding developments (see Part 3).</p> <p>With those provision, it is reasonable and in the public interest to approve the General Rezoning Plan because the request is consistent with the 2030 Community Plan and is in keeping with the surrounding development.</p>	<p>APPROVAL: In considering the proposed rezoning application R17-10, the Planning Board recommends approval based on the Plan being consistent with the 2030 Community Plan, and is reasonable and in the public interest to approve the rezoning, because it is in line with the adjoining properties.</p>	<p>APPROVAL: In considering the proposed rezoning application R17-10, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>.</p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>
		<p>DENIAL: In considering the proposed rezoning application R17-10, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>.</p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>



General Application

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

1. Application Type

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

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

- | | |
|--|---|
| <ul style="list-style-type: none"><input type="checkbox"/> CHANGE OF USE<input type="checkbox"/> COMMERCIAL SITE PLAN<input type="checkbox"/> CONDITIONAL REZONING<input checked="" type="checkbox"/> GENERAL REZONING<input type="checkbox"/> MASTER SIGNAGE PROGRAM<input type="checkbox"/> REVISION to _____<input type="checkbox"/> SPECIAL USE PERMIT | <p>SUBDIVISION CATEGORIES: <i>Per the Huntersville Subdivision Ordinance</i></p> <ul style="list-style-type: none"><input type="checkbox"/> SKETCH PLAN<input type="checkbox"/> PRELIMINARY PLAN<input type="checkbox"/> FINAL PLAT (includes minor and exempt plats)<input type="checkbox"/> FINAL PLAT REVISION<input type="checkbox"/> FARMHOUSE CLUSTER |
|--|---|

2. Project Data

Date of Application 10/1/2017

Name of Project Town Center - General Rezoning Phase # (if subdivision) _____

Location South Side of Gilead Road; West of the Town Center Building (Town Offices & Discovery Place Kids)

Parcel Identification Number(s) (PIN) 01711619, 01711618, 01711643, 01711617, 01711627, 01711616, 01711615 (a portion of)

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

Property Size (acres) +/- 2.25 ac Street Frontage (feet) 185'

Current Land Use Vacant

Proposed Land Use(s) No use proposed

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

3. Description of Request

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

This rezoning is to remove the existing Conditional District (CD) Overlay.

4. Site Plan Submittals

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

5. Outside Agency Information

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

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

6. Signatures

*Applicant's Signature  Printed Name Gerry Vincent

Address of Applicant PO Box 664, Huntersville, NC 28070

Email brichards@huntersville.org, 704-766-2218

Property Owner's Signature (if different than applicant) _____

Printed Name Gerry Vincent, Town of Huntersville

Property Owner's Address PO Box 664, Huntersville, NC 28070 Email _____

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

N/A

Development Firm	Name of contact	Phone	Email
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N/A

Design Firm	Name of contact	Phone	Email
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If Applying for a General Rezoning:

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

If Applying for a Conditional Rezoning:

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

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

If Applying for a Subdivision:

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

Contact Information

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

3.2.6 TOWN CENTER DISTRICT (TC)

Intent: The Town Center District provides for revitalization, reuse, and infill development in Huntersville's traditional town center. A broad array of uses is expected in a pattern which integrates shops, restaurants, services, work places, civic, educational, and religious facilities, and higher density housing in a compact, pedestrian-oriented environment. The Town Center anchors the surrounding residential neighborhoods while also serving the broader community. The district is coded to accommodate the higher overall intensity of development required to support a rail transit station. It is to be expected that the Town Center District will be expanded over time through the zoning change process to an approximate ½ mile radius to meet growth in demand for downtown facilities and services.

Place: "a piece of the whole environment that has been claimed by feelings"

Alan Gussow

Placeways: A Theory of the Human Environment (209)

"...begin with the place, with a sense of what it is, and then try to imagine a way of being public which would fit the place."

Daniel Kemmis

Community and the Politics of Place (41)

a) Permitted Uses

Uses permitted by right

- bed and breakfast inns
- boarding or rooming houses for up to six roomers
- civic, fraternal, cultural, community, or club facilities
- commercial uses
- congregate housing designed within the "civic" building type
- family care home
- government buildings
- hotels
- indoor amusement
- multi-family homes
- nightclubs, music clubs, bars, and similar entertainment facilities
- single family homes

Uses permitted with conditions

- automobile and/or motorcycle sales, automobile service and repair, up to 2 acres in size, with a principal building of at least 8,000 square feet, all damaged vehicles and auto parts to be screened opaque (9.25)
- cemeteries, (9.7)
- religious institutions, (9.8)
- essential services 1 and 2, (9.14)
- neighborhood gasoline stations, excluding major service and repair of motor vehicles (9.22)
- parking lot as principal use (9.28)
- parks, (9.29)
- schools, (9.35)

- temporary mobile food sales (9.37)
- temporary outdoor sales of seasonal agricultural products and customary accessory products (example: farmers' markets, Christmas tree/pumpkin sales), (9.37)
- transit-oriented parking lots as a principal use, (9.49)
- transit shelters, (9.39)

Uses permitted with Special Use Permit

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

b) Permitted Building and Lot Types

- apartment
- attached house
- civic
- detached house
- mixed use⁴ up to 50,000 SF of first floor area; larger buildings may be permitted with a special use permit
- storefront up to 50,000 SF of first floor area; larger buildings may be permitted with a special use permit
- workplace up to 50,000 SF of first floor area; larger buildings may be permitted with a special use permit

c) Permitted Accessory Uses

- accessory dwelling, (9.1)
- day care home (small), (9.11)
- drive through windows, excluding those associated with restaurants, (9.12)
- home occupation, (9.19)
- solar facility, rooftop minor non-residential on a flat roof, a roof slope not facing a street and unnoticeable building integrated solar panels on roof slopes facing a street (9.54)
- solar energy facility, minor residential; located in the established rear or side yards or roof slopes, (9.54)
- stalls or merchandise stands for outdoor sale of goods at street front (encroachment onto sidewalk may be permitted by agreement with town); outdoor storage expressly prohibited⁵
- accessory uses permitted in all districts, (8.11)

⁴ The mixed use building duplicates the shopfront building type and has at least two occupiable stories; at least 50% of the habitable area of the building shall be in residential use, the remainder shall be in commercial use. However, when an existing residential building is redeveloped to a mixed-use, at least 40% of the habitable area shall be in residential use.

⁵ items for outdoor sales are returned to building at end of each business day; goods not brought in at close of business day are considered outdoor storage.

d) General Requirements

- 1) Along existing streets, new buildings shall respect the general spacing of structures, building mass and scale, and street frontage relationships of existing buildings.
 - New buildings which adhere to the scale, massing, volume, spacing, and setback of existing buildings along fronting streets exhibit demonstrable compatibility.
 - New buildings which exceed the scale and volume of existing buildings may demonstrate compatibility by varying the massing of buildings to reduce perceived scale and volume. The definition of massing in Article 12 illustrates the application of design techniques to reduce the visual perception of size and integrate larger buildings with pre-existing smaller buildings.
 - Nothing in this subsection shall be interpreted to conflict with the building design element provision as found in GS 160A-381(h) for structures subject to the North Carolina Residential Code for One- and Two-Family Dwellings.
- 2) On new streets, allowable building and lot types will establish the development pattern.
- 3) In major subdivisions and planned developments, the aggregate number of dwelling units contained in attached houses, apartment buildings, and mixed use buildings shall not exceed 30 percent of the total number of dwelling units in a project.
- 4) Notwithstanding the limitations of 3), above, in any portion of a major subdivision located within ¼ mile of a designated rail transit station, the percentage of dwelling units contained in attached houses, apartment buildings, and mixed use buildings is not limited. Higher overall density is encouraged within ¼ mile of rail transit stations. Rail transit stations are those locations designated by resolution adopted by the Board of Commissioners of the Town of Huntersville.
- 5) New construction favors retail on first floor, office and/or residential on upper floors.
- 6) Every building lot shall have frontage upon a public street or urban open space.
- 7) Minimum Height. Mixed Use, Storefront and Workplace Buildings. New construction shall be a minimum of two stories for buildings fronting on the following roads:
 - Gilead Road- From Sherwood Drive to Old Statesville Road (NC 115)
 - Huntersville-Concord Road- From Old Statesville Road (NC 115) to Main Street
 - Old Statesville Road (NC 115) - From 400 feet north of the intersection of Gilead Road/Huntersville-Concord Road to Greenway Drive
 - Main Street- From Huntersville-Concord Road to Greenway Drive
- 8) See Section 8.16, Standards for Residential Lot Widths, Alleys, Garages and Parking in Residential Districts.

R17-10 Town Center Site Plan

Remove conditions from R08-05. Future Development will be subject to all Town Zoning and Subdivision Ordinances.

SHERWOOD

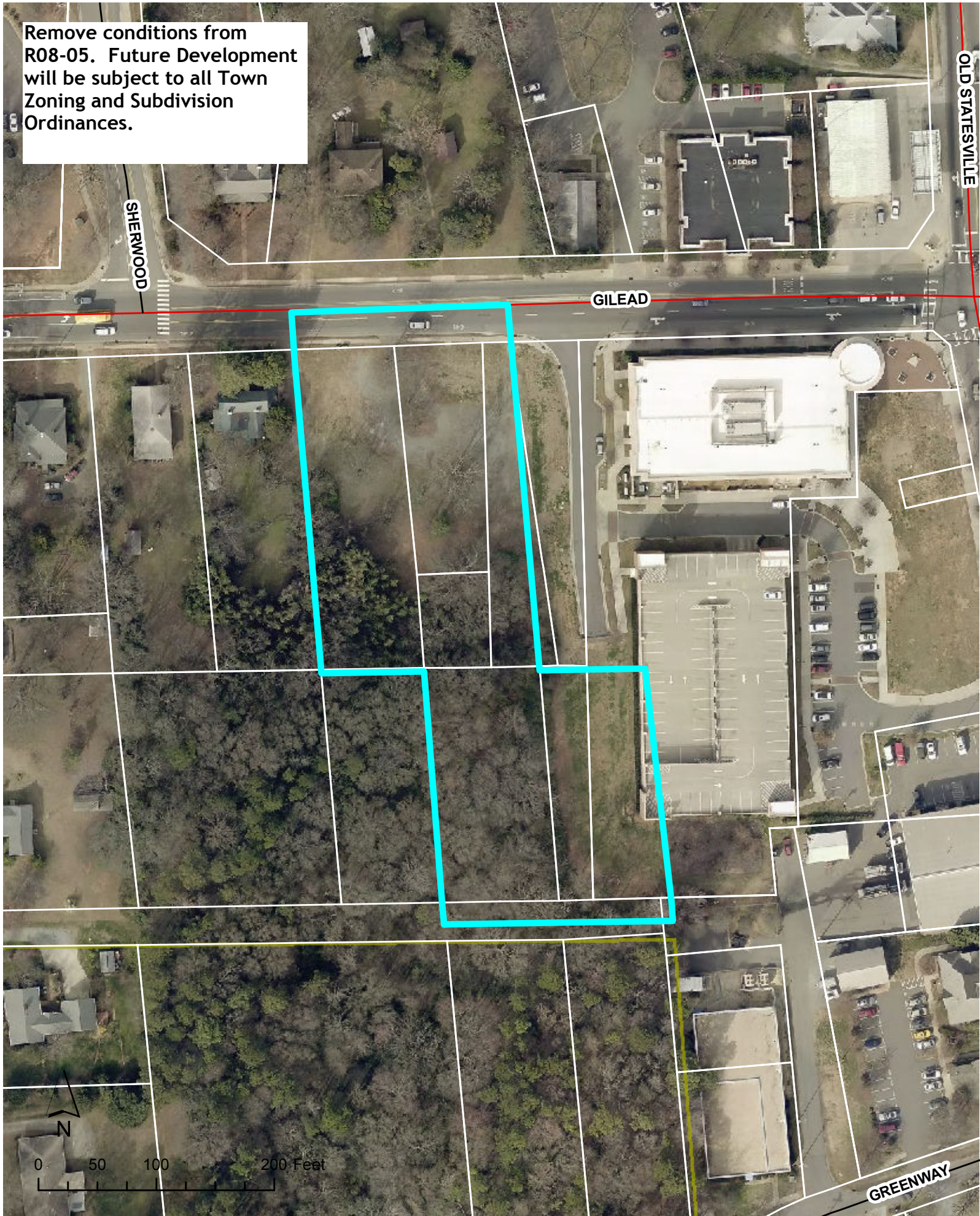
GILEAD

OLD STATESVILLE

GREENWAY



0 50 100 200 Feet



Conditions Applicable to Rezoning Request by HTCP Development One, LLC
Rezoning Petition #R 08-05

The Following Uses shall be prohibited on the properties to be rezoned:

1. Nightclubs, music clubs, bars and similar entertainment facilities, further provided that such prohibition of bars shall not apply to restaurants with a bar located therein;
2. Automobile service and repair uses;
3. Automobile and/or motorcycle sales;
4. Cemeteries;
5. Neighborhood gasoline stations, including major service and repair of motor vehicles;
6. Drive through windows, including those associated with restaurants.

Commissioner Jeter said reading the letter, we are talking about a 50' buffer. However, in Mr. Combs' letter he specifically states a 75' buffer, which is different than what you are requesting here.

Mr. Boone said the 50' strip that is within the red area but is hatched, that is from the common property line between the project seeking the rezoning and Combs Concrete. That 50' goes from effectively the centerline of the 100' railroad right-of-way over to the exterior limits of that same railroad right-of-way. The reason there was a mention of the 75', there is an additional 25' that's not right-of-way but is being asked that it be set aside for future railroad right-of-way. If the rezoning went to the centerline of the railroad right-of-way to the limits of the Huntersville Plaza Project, the 80' buffer would then be required on Combs Concrete property, not on Huntersville Plaza. This is to avoid any imposition on the adjoining property.

Mr. Simoneau said the concern is when the players change and somebody wants to rezone that 50' to Highway Commercial, how will they know why the decision was made to stay off of there. The answer would be it is part of the staff analysis and part of the rezoning package. The minutes will also have that information.

Commissioner McAulay made a motion to approve Petition #R07-10.
Commissioner Jeter seconded motion.

Motion carried with four (4) yes votes.

Petition R08-05. Petition #R08-05 is a request by HTCP Development One, LLC to rezone five parcels (totaling 2 acres) from Neighborhood Residential to Town Center – Conditional District, located along the south side of Gilead Road between NC 115 and Hillcrest Drive.

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

Commissioner McAulay made a motion to approve Petition #R08-05. In considering the proposed amendment to the official zoning map to rezone five parcels totaling 2 acres from Neighborhood Residential to Town Center – Conditional District, the Town Board finds that the rezoning revision is consistent with the Town of Huntersville Community Plan and the Downtown Master Plan. We recommend approving Rezoning Petition #R08-05 as presented. It is reasonable and in the public interest to amend the rezoning plan because of the discussions with the developer and the six previously stated conditions that were put on the site; (a) contained six conditions that should be highlighted and (b) the condition that they would agree to come back with the sketch plan and all those for further approval.

Commissioner Julian seconded motion.

R08-05 Rezoning Plan

SHERWOOD

GILEAD

HUNTERSVILLE-CONCORD

CD

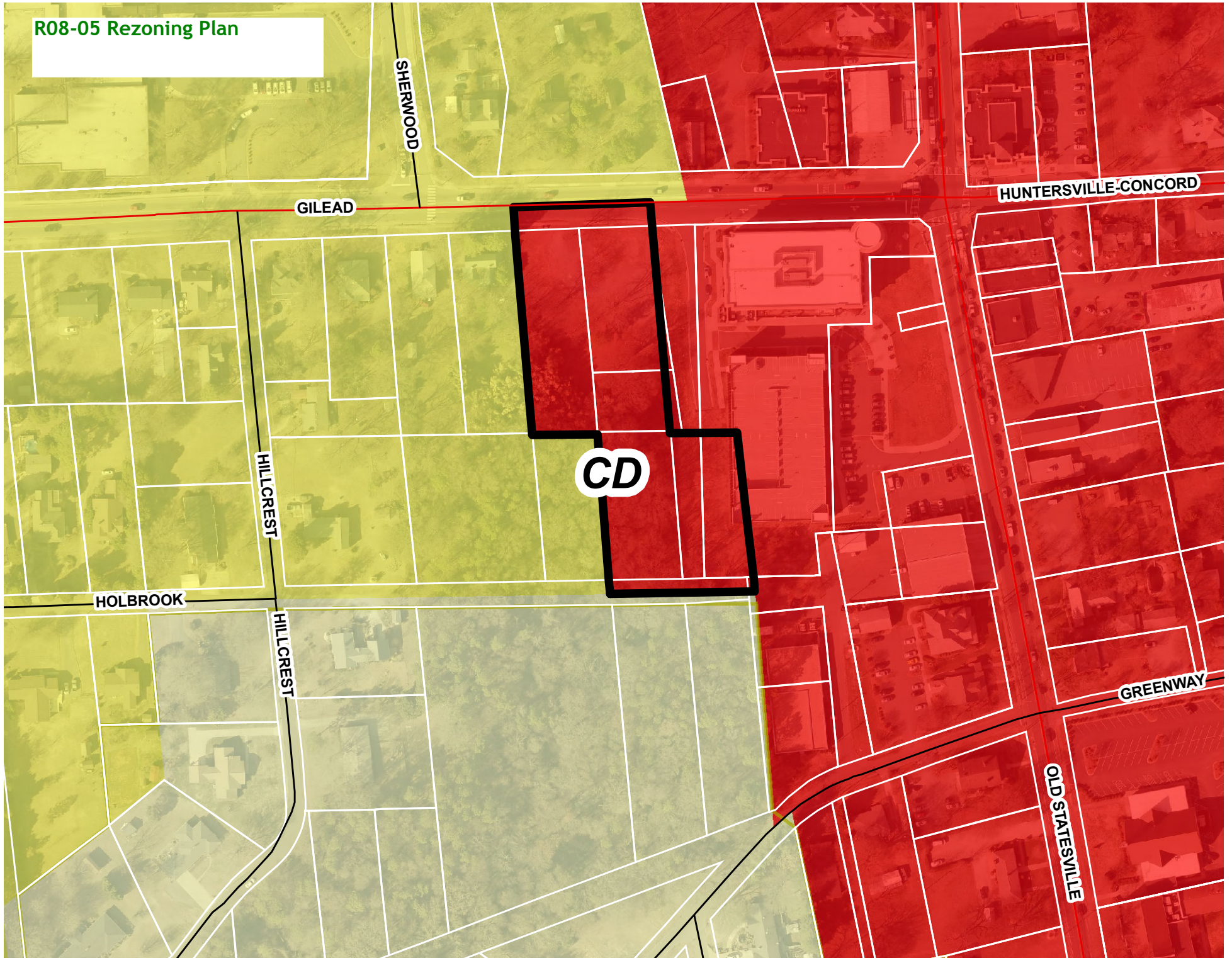
HILLCREST

HOLBROOK

HILLCREST

GREENWAY

OLD STATESVILLE



R09-02 - Revision to allow for parking deck.

Gilead Rd

Huntersville-Concord Rd

Old Statesville Rd

Revision Area

0 50 100 Feet

N

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: David Peete, AICP, Principal Planner
Subject: R17-11 - Oaks at Skybrook North CD Rezoning Revision

Request to hold a public hearing on Monday, December 4, 2017 at 6:30 PM, Huntersville Town Hall on Petition # R17-11, a request by Skybrook, LLC to revise the existing Oaks at Skybrook North Conditional District rezoning plan to remove a note regarding garage placement. The Oaks at Skybrook North is located along Huntersville-Concord Road and west of Poplar Tent Church Road.

ACTION RECOMMENDED:

Hold Public Hearing on December 4, 2017

FINANCIAL IMPLICATIONS:

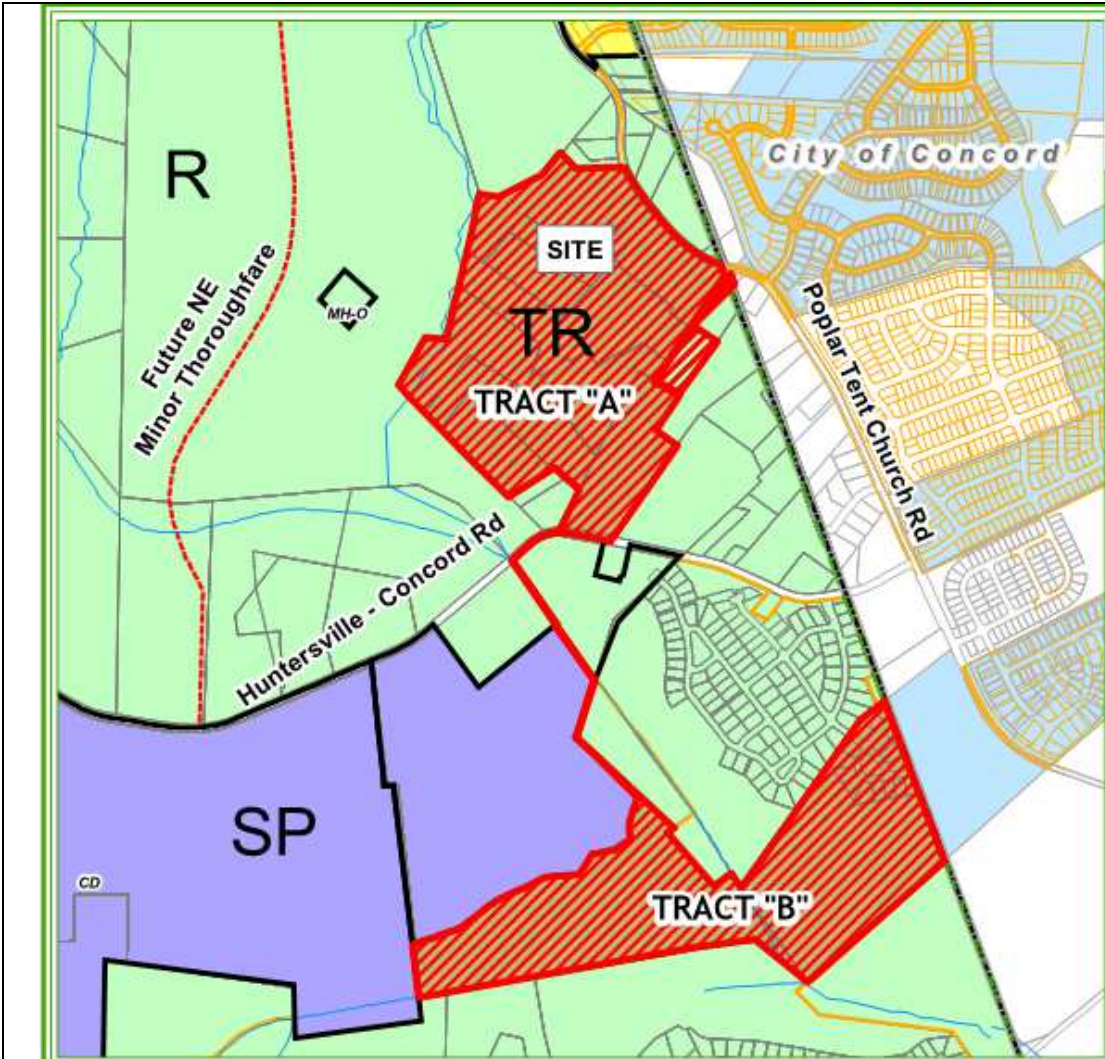
TBD

ATTACHMENTS:

Description	Type
▣ R17-11 Oaks at Skybrook North CD Rezoning Revision Staff Report	Cover Memo
▣ Attachment A - CD Rezoning Application	Cover Memo
▣ Attachment B - Revised Rezoning Plan	Cover Memo
▣ Attachment C - Neighborhood Meeting Summary	Cover Memo

Petition R17-11
Oaks at Skybrook North Conditional District Rezoning Revision
to delete 10' garage recess from Tract B.

PART 1: PROJECT SUMMARY



Applicant: Skybrook, LLC

Property Owner: John T. Coley IV and Jordan Real Estate Holdings, LLC (see Attachment A).

Property Address: 15645 Poplar Tent Church Road.

Project Size: (+/-) 175.05-acres

Parcel Numbers:
011-103-01, -03, -04, -07, -09, -10, -11, -13, -16, -17, -18, -19, 011-102-01, -13 and 021-081-04, -06 (owned by Metrolina Greenhouses).

Current Zoning: Transitional Residential Conditional District (TR-CD).

Current Land Use: vacant & a few homes.

Proposed Revision: Delete note requiring a 10 ft. setback for homes within Tract B.

1. Purpose: To amend Note # 3 from Sheet 255-03A of the Rezoning Plan as follows:
- ~~"On lots greater than 60 feet in width, front loading garages shall be recessed at least 10 feet behind the primary plane of the front façade of the structure. Exception for single family detached dwellings with 1400 square feet or less of heated space: single bay front loading garages may be built flush with, but may not project in front of, the primary plane of the front façade of the structure; double bay front loading garages shall be recessed as least 10 feet behind the primary plane of the front façade of the structure."~~

The requested amendment would permit garages to be located anywhere within the buildable envelope of a lot, subject only to the 20 feet setback from the back of public right-of-way.

2. **NOTE: the Oaks at Skybrook North proposed amendment only applies to “Tract B” of the Sketch Plan, as the remainder of the development (Tract A) does not have this requirement.**
3. A Subdivision Sketch Plan for this project was also approved with the last Rezoning Plan and will be updated to reflect any amendments that may occur.
4. Adjoining Zoning and Land Uses.
North: Rural (R) – large-lot single-family & vacant.
South: Rural (R) – single-family (Parkside at Skybrook Subdivision) & agri-business (Metrolina Greenhouses).
East: Rural (R) – mostly vacant & a few large-lot single-family homes (along Cabarrus County line).
West: Rural (R) – regional tourist attraction (Renaissance Festival) & vacant.
5. A neighborhood meeting was held on Thursday, November 16, 2017. The complete meeting summary is provided in Attachment C.
6. Notice for this rezoning petition was given via letters sent to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property in three (3) locations.

PART 2: REZONING/SITE PLAN ISSUES

The previously-approved Conditional District Rezoning Plan is compliant with the Zoning Ordinance and Subdivision Regulations and was approved by the Town Board with some conditions.

PART 3: TRANSPORTATION ISSUES

N/A

PART 4: ADEQUATE PUBLIC FACILITIES (APF)

N/A

PART 5: REZONING CRITERIA

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

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

- **Policy H-8: Development in the Transitional and Rural Areas.** Maintain the development standards in the Transitional and Rural zones and consider adjustments if warranted by changes in the housing market.
Comment: The proposed amendment is in keeping with both the current Town of Huntersville Zoning Ordinance provisions, as well as the notes that apply to Tract A of the development.

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

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

STAFF COMMENT:

The proposed Conditional District Rezoning amendment for the Oaks at Skybrook North subdivision is supported by the 2030 Comprehensive Plan, as the vast majority of requirements are not changing, only the provision requiring garages to be setback 10 feet behind the front plane of the homes.

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

STAFF COMMENT: N/A

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

STAFF COMMENT: N/A

PART 6: STAFF RECOMMENDATION

The proposed amendment to the Oaks at Skybrook North Conditional District Rezoning Plan is supported by staff.

PART 7: PUBLIC HEARING COMMENTS

Public Hearing scheduled to be held on Monday, December 04, 2017.

PART 8: PLANNING BOARD RECOMMENDATION

Planning Board scheduled to review on Tuesday, December 19, 2017.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

A – Rezoning Application

B – Proposed CD Rezoning Plan (with revision)

C - Neighborhood Meeting Report from November 16, 2017.

PART 10: CONSISTENCY STATEMENT - R 16-07 Oaks at Skybrook North Subdivision

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Planning staff RECOMMENDS APPROVAL as it is consistent with Implementation Goals E-1, E-2, E-3, T-5, T-7, T-8, CD-5 and PF-2 of the 2030 Community Plan.</p> <p><u>It is reasonable and in the public interest to approve the Conditional District Rezoning Plan Revision BECAUSE it is consistent with the 2030 Comprehensive Plan (as outlined above) and the applicable provisions of the Zoning Ordinance can be adequately addressed.</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u></p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u></p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>
<p>DENIAL:</p>	<p>DENIAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Planning Board recommends denial based on <u>(consistent OR inconsistent) with (insert applicable plan reference).</u></p> <p><u>It is not reasonable and not in the public interest to amend the approved Rezoning Plan because... (Explain)</u></p>	<p>DENIAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u></p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>



General Application

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

1. Application Type

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

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

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

SUBDIVISION CATEGORIES: *Per the Huntersville Subdivision Ordinance*

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

2. Project Data

Date of Application November 1, 2017

Name of Project Skybrook North Phase # (if subdivision) N/A

Location Poplar Tent Road & Huntersville-Concord Road

Parcel Identification Number(s) (PIN) 011-102-01,13, 011-103-01,03,04,07,09,10,11,13,16,17,18,19, 021-081-01,04,06, 021-083-27,30-38,40

Current Zoning District TR - CD Proposed District (for rezonings only) TR - CD (Revision)

Property Size (acres) 175.05 Street Frontage (feet) _____

Current Land Use Single Family Residential

Proposed Land Use(s) Single Family Residential

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Updating/Revising some conditional district rezoning notes that were provided on the previously approved R#16-07 CD Rezoning Plan.

4. Site Plan Submittals

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

5. Outside Agency Information

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

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

6. Signatures

*Applicant's Signature John T. Coley IV Printed Name John T. Coley IV
Address of Applicant P.O. Box 38 Holly Springs, NC 27540
Email coley@bpropnc.com

Property Owner's Signature (if different than applicant) _____
Printed Name John T. Coley IV

Property Owner's Address P.O. Box 38 Holly Springs, NC 27540 Email coley@bpropnc.com

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

Skybrook, LLC.	Brian Pace	704-3651208	bpace@pacedevelop.com
Development Firm	Name of contact	Phone	Email
Yarbrough-Williams & Houle, Inc.	Marc Houle	704-556-1990	march@y-wh.com
Design Firm	Name of contact	Phone	Email

If Applying for a General Rezoning:

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

If Applying for a Conditional Rezoning:

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

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

John T. Coley IV, Skybrook, LLC. P.O. Box 38 Holly Springs, NC 27540 919-869-2702 coley@bpropnc.com

If Applying for a Subdivision:

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

John T. Coley IV

Contact Information

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

Phone: 704-875-7000
Fax: 704-992-5528
Physical Address: 105 Gilead Road, Third Floor
Website: www.townofhuntersville.org

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

6. Signatures

*Applicant's Signature



Printed Name George H. Jordan III

Address of Applicant

P.O. Box 4422 Cary, N.C. 27519

Email

George@GHIJordan.com

Manager of
Jordan Real
Estate Holdings
LLC.

Property Owner's Signature (if different than applicant)

Printed Name

Property Owner's Address

Email

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

Development Firm	Name of contact	Phone	Email
Design Firm	Name of contact	Phone	Email

If Applying for a General Rezoning:

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

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

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Planning Department
PO Box 664
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Phone: 704-875-7000
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Physical Address: 105 Gilead Road, Third Floor
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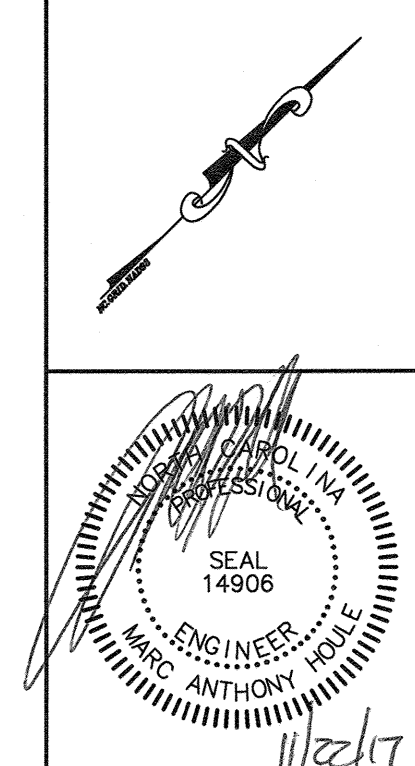
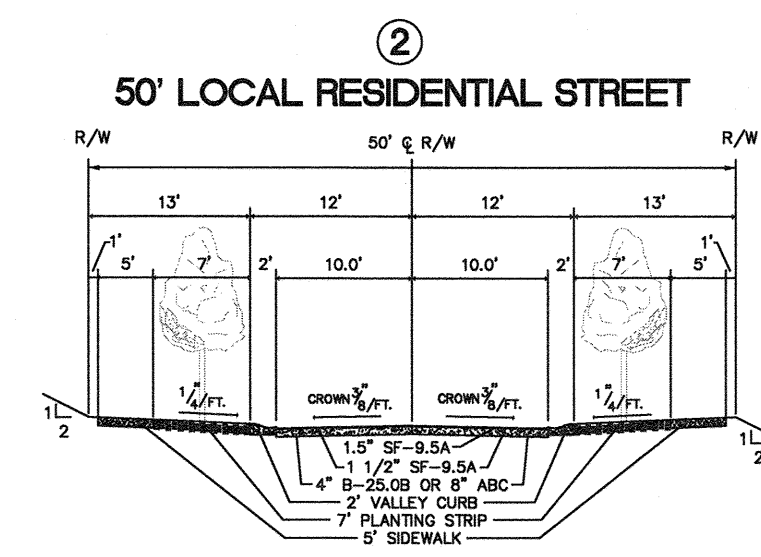
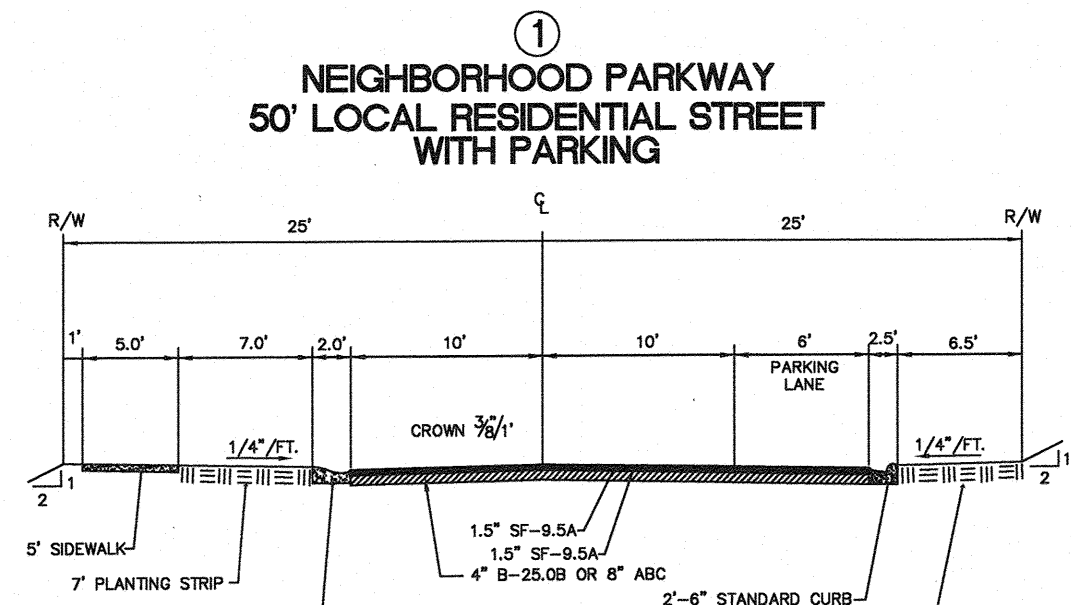
TYPE 1 TYPE GARAGE
ALL RESIDENTIAL

SWE - SIDEWALK EASEMENT
 STL - BUILD TO LINE
 SCSS - SIDE CORNER SETBACK
 SCSSB - 7.5'
 STL - MIN 15'
 MAX 35'
 REARYARD - 25'
 SIDEYARD - 5'

TYPE 2 TYPE GARAGE
ALL RESIDENTIAL

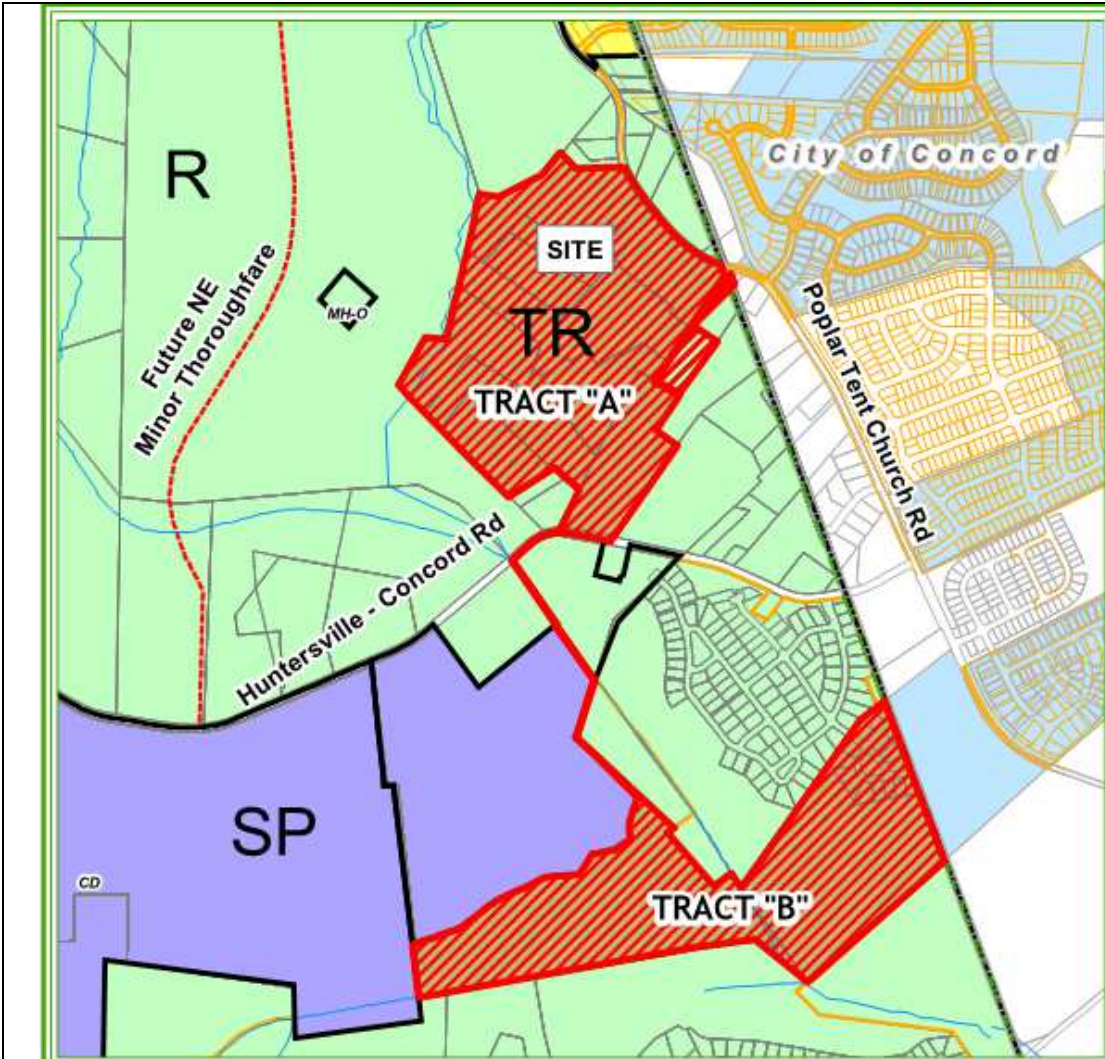
STL - BUILD TO LINE
 STL - MIN 15'
 MAX 35'
 REARYARD - 25'
 SIDEYARD - 5'

-

[illegible]

Petition R17-11
Oaks at Skybrook North Conditional District Rezoning Revision
to delete 10' garage recess from Tract B.

PART 1: PROJECT SUMMARY



Applicant: Skybrook, LLC

Property Owner: John T. Coley IV and Jordan Real Estate Holdings, LLC (see Attachment A).

Property Address: 15645 Poplar Tent Church Road.

Project Size: (+/-) 175.05-acres

Parcel Numbers:
011-103-01, -03, -04, -07, -09, -10, -11, -13, -16, -17, -18, -19, 011-102-01, -13 and 021-081-04, -06 (owned by Metrolina Greenhouses).

Current Zoning: Transitional Residential Conditional District (TR-CD).

Current Land Use: vacant & a few homes.

Proposed Revision: Delete note requiring a 10 ft. setback for homes within Tract B.

1. Purpose: To amend Note # 3 from Sheet 255-03A of the Rezoning Plan as follows:
- ~~"On lots greater than 60 feet in width, front loading garages shall be recessed at least 10 feet behind the primary plane of the front façade of the structure. Exception for single family detached dwellings with 1400 square feet or less of heated space: single bay front loading garages may be built flush with, but may not project in front of, the primary plane of the front façade of the structure; double bay front loading garages shall be recessed as least 10 feet behind the primary plane of the front façade of the structure."~~

The requested amendment would permit garages to be located anywhere within the buildable envelope of a lot, subject only to the 20 feet setback from the back of public right-of-way.

2. **NOTE: the Oaks at Skybrook North proposed amendment only applies to “Tract B” of the Sketch Plan, as the remainder of the development (Tract A) does not have this requirement.**
3. A Subdivision Sketch Plan for this project was also approved with the last Rezoning Plan and will be updated to reflect any amendments that may occur.
4. Adjoining Zoning and Land Uses.
North: Rural (R) – large-lot single-family & vacant.
South: Rural (R) – single-family (Parkside at Skybrook Subdivision) & agri-business (Metrolina Greenhouses).
East: Rural (R) – mostly vacant & a few large-lot single-family homes (along Cabarrus County line).
West: Rural (R) – regional tourist attraction (Renaissance Festival) & vacant.
5. A neighborhood meeting was held on Thursday, November 16, 2017. The complete meeting summary is provided in Attachment C.
6. Notice for this rezoning petition was given via letters sent to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property in three (3) locations.

PART 2: REZONING/SITE PLAN ISSUES

The previously-approved Conditional District Rezoning Plan is compliant with the Zoning Ordinance and Subdivision Regulations and was approved by the Town Board with some conditions.

PART 3: TRANSPORTATION ISSUES

N/A

PART 4: ADEQUATE PUBLIC FACILITIES (APF)

N/A

PART 5: REZONING CRITERIA

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

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

- **Policy H-8: Development in the Transitional and Rural Areas.** Maintain the development standards in the Transitional and Rural zones and consider adjustments if warranted by changes in the housing market.
Comment: The proposed amendment is in keeping with both the current Town of Huntersville Zoning Ordinance provisions, as well as the notes that apply to Tract A of the development.

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

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

STAFF COMMENT:

The proposed Conditional District Rezoning amendment for the Oaks at Skybrook North subdivision is supported by the 2030 Comprehensive Plan, as the vast majority of requirements are not changing, only the provision requiring garages to be setback 10 feet behind the front plane of the homes.

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

STAFF COMMENT: N/A

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

STAFF COMMENT: N/A

PART 6: STAFF RECOMMENDATION

The proposed amendment to the Oaks at Skybrook North Conditional District Rezoning Plan is supported by staff.

PART 7: PUBLIC HEARING COMMENTS

Public Hearing scheduled to be held on Monday, December 04, 2017.

PART 8: PLANNING BOARD RECOMMENDATION

Planning Board scheduled to review on Tuesday, December 19, 2017.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

A – Rezoning Application

B – Proposed CD Rezoning Plan

C - Neighborhood Meeting Report from November 16, 2017.

PART 10: CONSISTENCY STATEMENT - R 16-07 Oaks at Skybrook North Subdivision

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Planning staff RECOMMENDS APPROVAL as it is consistent with Implementation Goals E-1, E-2, E-3, T-5, T-7, T-8, CD-5 and PF-2 of the 2030 Community Plan.</p> <p><u>It is reasonable and in the public interest to approve the Conditional District Rezoning Plan Revision BECAUSE it is consistent with the 2030 Comprehensive Plan (as outlined above) and the applicable provisions of the Zoning Ordinance can be adequately addressed.</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u></p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>	<p>APPROVAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u></p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>
<p>DENIAL:</p>	<p>DENIAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Planning Board recommends denial based on <u>(consistent OR inconsistent) with (insert applicable plan reference).</u></p> <p><u>It is not reasonable and not in the public interest to amend the approved Rezoning Plan because... (Explain)</u></p>	<p>DENIAL: In considering the proposed rezoning application R17-11; Oaks at Skybrook North Subdivision Conditional District Revision, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u></p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>

Town of Huntersville
REQUEST FOR BOARD ACTION
12/4/2017

REVIEWED:

To: The Honorable Mayor and Board of Commissioners
From: David Peete, AICP, Principal Planner
Subject: R17-12 - Villages at Skybrook North CD Rezoning Revision

Hold a public hearing on Monday, December 4, 2017 at 6:30 PM, Huntersville Town Hall on Petition # R17-12, a request by Laureldale, LLC to revise the existing Villages at Skybrook North Conditional District rezoning plan to remove notes regarding garage placement and driveway access. The Villages at Skybrook North is located east of Poplar Tent Church Road (south of Hwy 73).

ACTION RECOMMENDED:

Hold Public Hearing on December 4, 2017

FINANCIAL IMPLICATIONS:

TBD

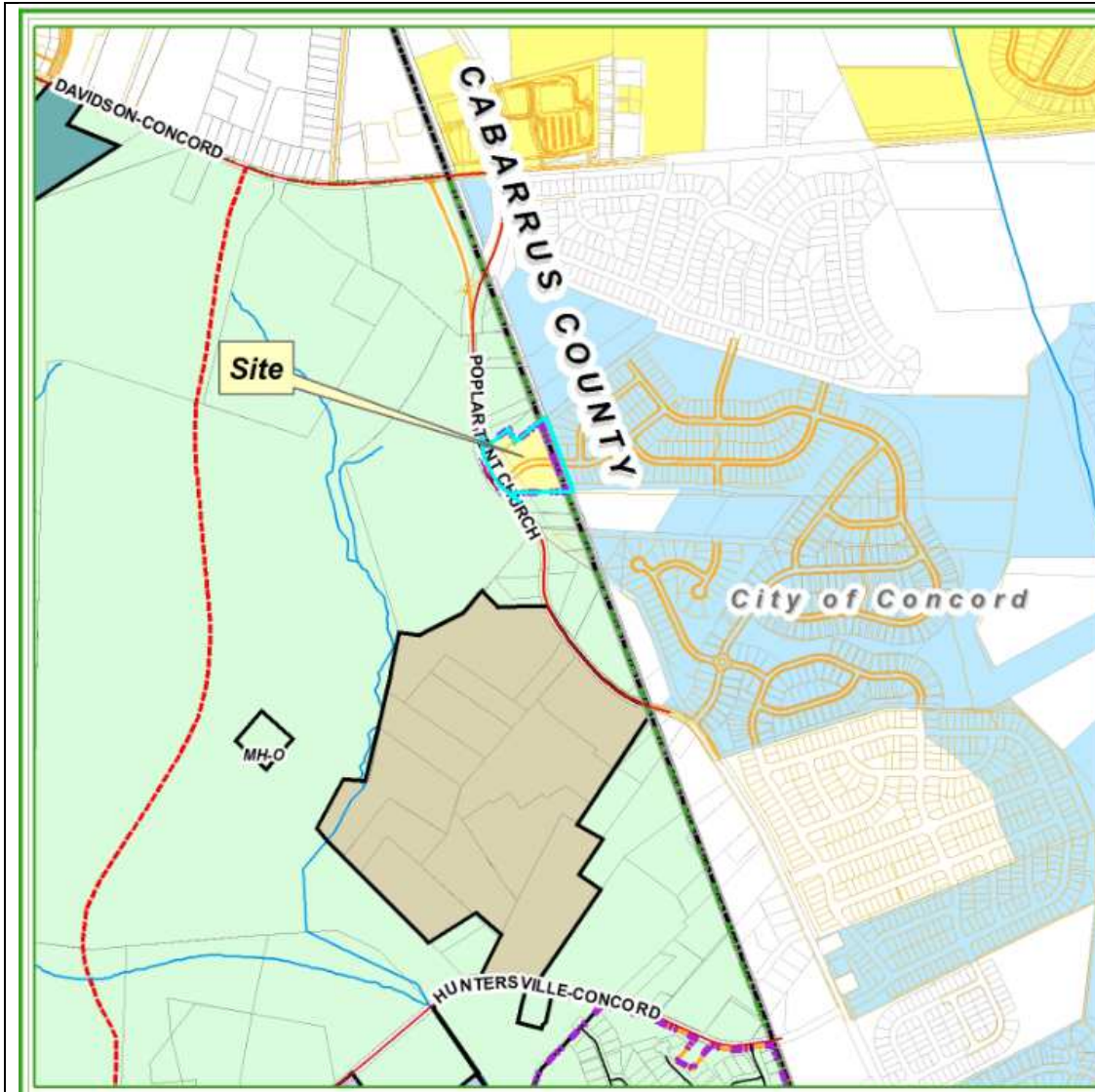
ATTACHMENTS:

Description	Type
❑ R17-12 Villages at Skybrook North Staff Report	Cover Memo
❑ Attachment A - CD Rezoning Application	Cover Memo
❑ Attachment B - Revised Rezoning Plan	Cover Memo
❑ Attachment C - Neighborhood Meeting Summary	Cover Memo

Petition R17-12

Villages at Skybrook North Conditional District Rezoning Revision to delete 10' garage recess requirement and to allow additional driveway access along Trailside Road.

PART 1: PROJECT SUMMARY



Applicant: Laureldale, LLC
Property Owner: Laureldale, LLC.
Property Address: N/A.
Project Size: (+/-) 5.90-acres
Parcel Numbers:
011-103-09.
Current Zoning:
Neighborhood Residential Conditional District (NR-CD).
Current Land Use: vacant.
Proposed Revision: Delete note requiring a 10 ft. setback for homes within Tract B.

1. Purpose:

- a. To amend Bullet-Note # 7 from Sheet 220-25 of the Rezoning Plan as follows:

~~"On lots greater than 60 feet in width, front-loading garages shall be recessed at least 10 feet behind the primary plane of the front façade of the structure. Exception for single family detached dwellings with 1400 square feet or less of heated space: single bay front loading garages may be built flush with, but may not project in front of, the primary plane of the front façade of the structure; double bay front-loading garages shall be recessed as least 10 feet behind the primary plane of the front façade of the~~

structure.” The depth of the driveway, measured between the garage and the sidewalk needs to be at least 20 feet.

The requested amendment would permit garages to be located anywhere within the buildable envelope of a lot, subject only to the 20 feet setback from the back of public right-of-way.

- b. To amend the note in the lower left of Sheet 220-25 of the Rezoning Plan as follows:

~~“Lots 1, 2, 13 & 14 will not have direct access to Trailside Road. These lots will utilize a shared 15’ access easement.”~~

2. A Subdivision Sketch Plan for this project was also approved with the last Rezoning Plan and will be updated to reflect any amendments that may occur.
3. Adjoining Zoning and Land Uses.
North: Rural (R) - vacant.
South: Rural (R) - single-family residential.
East: City of Concord: Residential – Medium Density (RM-2) – vacant (zoned for single-family residential).
West: Rural (R) – vacant.
4. A neighborhood meeting was held on Thursday, November 16, 2017. The complete meeting summary is provided in Attachment C.
5. Notice for this rezoning petition was given via letters sent to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property in one (1) location.

PART 2: REZONING/SITE PLAN ISSUES

The previously-approved Conditional District Rezoning Plan is compliant with the Zoning Ordinance and Subdivision Regulations, and was approved by the Town Board with some conditions. However, since that approval, the 10 feet recess for requirement for garages has been removed from the Zoning Ordinance. This revision will be in keeping with the current ordinance.

PART 3: TRANSPORTATION ISSUES

Staff will provide comments related to deleting the driveway access note by the Public Hearing.

PART 4: ADEQUATE PUBLIC FACILITIES (APF)

N/A

PART 5: REZONING CRITERIA

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

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

- **Policy H-8: Development in the Transitional and Rural Area.** Maintain the development standards in the Transitional and Rural zones and consider adjustments if warranted by changes in the housing market.
Comment: The proposed amendment is in keeping with both the current Town of Huntersville Zoning Ordinance provisions, as well as the notes that apply to Tract A of the development.

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

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

STAFF COMMENT:

The proposed Conditional District Rezoning for the Villages at Skybrook North subdivision is supported by the 2030 Comprehensive Plan, as the zoning district is not changing, only the provision of the CD rezoning plan.

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

STAFF COMMENT:

- A Transportation Impact Analysis was originally required in 2006, but NOT for this revision – see Part 3 of this report.

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

STAFF COMMENT: N/A

PART 6: STAFF RECOMMENDATION

The proposed amendments to the Villages at Skybrook North Conditional District Rezoning Plan are supported by staff. (NOTE – staff’s recommendation may be changed pending comments on driveway access)

PART 7: PUBLIC HEARING COMMENTS

Public Hearing scheduled to be held on Monday, December 04, 2017.

PART 8: PLANNING BOARD RECOMMENDATION

Planning Board scheduled to review on Tuesday, December 19, 2017.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

A – Rezoning Application

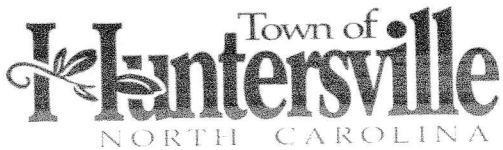
B – Proposed CD Rezoning Plan

C - Neighborhood Meeting Report from November 16, 2017.

PART 10: CONSISTENCY STATEMENT - R 16-07 Oaks at Skybrook North Subdivision

Planning Department	Planning Board	Board of Commissioners
<p>APPROVAL: In considering the proposed rezoning application R16-07; Oaks at Skybrook North Subdivision Conditional District Rezoning, the Planning staff RECOMMENDS CONDITIONAL APPROVAL FOR ONLY 220 units, as overall, it is consistent with Implementation Goals E-1, E-2, E-3, T-5, T-7, T-8, CD-5 and PF-2 of the 2030 Community Plan. The property is located within the low intensity development area of the 2030 Comprehensive Plan and the proposed overall density is consistent with similar surrounding developments (see Part 5). Recommendation of approval is also based on <u>all provisions outlined in Part 6 being addressed.</u></p> <p><u>With those provisions, it is reasonable and in the public interest to approve the Conditional District Rezoning Plan BECAUSE it is consistent with the 2030 Comprehensive Plan (as outlined above) and the applicable provisions of the Zoning Ordinance can be adequately addressed, with staff's recommendations in Section 6 .</u></p>	<p>APPROVAL: In considering the proposed rezoning application R16-07; Oaks at Skybrook North Subdivision Conditional District, the Planning Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u></p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>	<p>APPROVAL: In considering the proposed rezoning application R16-07; Oaks at Skybrook North Subdivision Conditional District, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference).</u></p> <p><u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>
<p>DENIAL:</p>	<p>DENIAL: In considering the proposed rezoning application R16-07; Oaks at Skybrook North Subdivision Conditional District, the Planning Board recommends denial based on <u>(consistent OR inconsistent) with (insert applicable plan reference).</u></p> <p><u>It is not reasonable and not in the public interest to amend the approved Rezoning Plan because... (Explain)</u></p>	<p>DENIAL: In considering the proposed rezoning application R16-07; Oaks at Skybrook North Subdivision Conditional District, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference).</u></p> <p><u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u></p>

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General Application

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

1. Application Type

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

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

- ☐ CHANGE OF USE
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- ☐ GENERAL REZONING
- ☐ MASTER SIGNAGE PROGRAM
- ☐ REVISION to _____
- ☐ SPECIAL USE PERMIT

SUBDIVISION CATEGORIES: *Per the Huntersville Subdivision Ordinance*

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

2. Project Data

Date of Application November 1, 2017

Name of Project The Villages at Skybrook North Phase # (if subdivision) 4

Location Poplar Tent Road Huntersville, NC

Parcel Identification Number(s) (PIN) 01130109

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

Property Size (acres) 5.90 Street Frontage (feet) 575 +/-

Current Land Use Single Family Residential

Proposed Land Use(s) Single Family Residential

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Updating/Revising some conditional district rezoning notes that were provided on the previously approved R#11-05 CD Rezoning Plan.

4. Site Plan Submittals

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

5. Outside Agency Information

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

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

6. Signatures

*Applicant's Signature John T. Coley IV Printed Name John T. Coley IV

Address of Applicant PO Box 38 Holly Springs, NC 27540

Email coley@bpropnc.com

Property Owner's Signature (if different than applicant) _____

Printed Name John T. Coley IV

Property Owner's Address PO Box 38 Holly Springs, NC 27540 Email coley@bpropnc.com

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

Laureldale, LLC	Brian Pace	7043651208	bpace@pacedevelop.com
Development Firm	Name of contact	Phone	Email
Yarbrough-Williams & Houle, Inc.	Marc Houle	704556-1990	march@y-wh.com
Design Firm	Name of contact	Phone	Email

If Applying for a General Rezoning:

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

If Applying for a Conditional Rezoning:

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

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

John T. Coley IV, Laureldale, LLC PO Box 38 Holly Springs, NC 27540 919-869-2702 coley@bpropnc.com

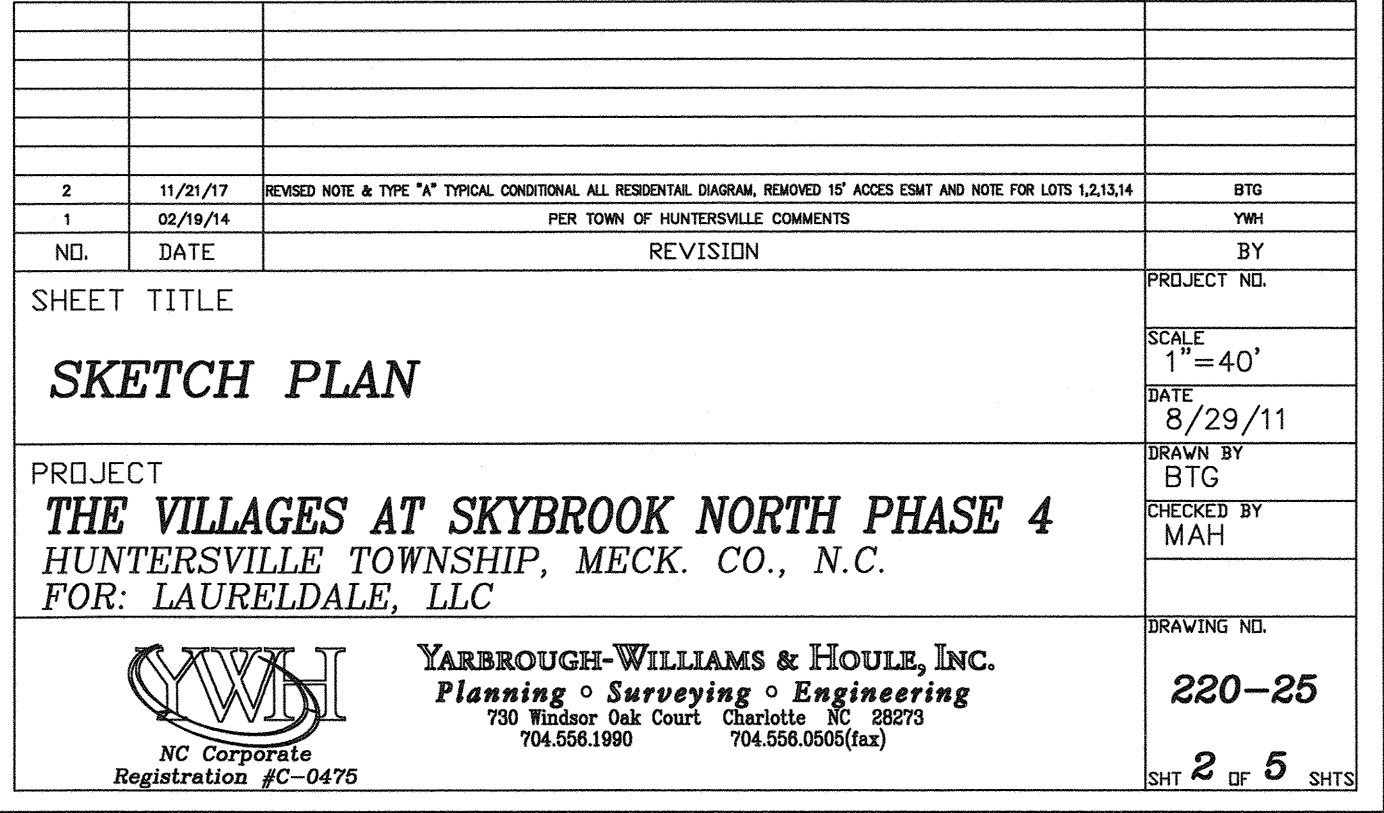
If Applying for a Subdivision:

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

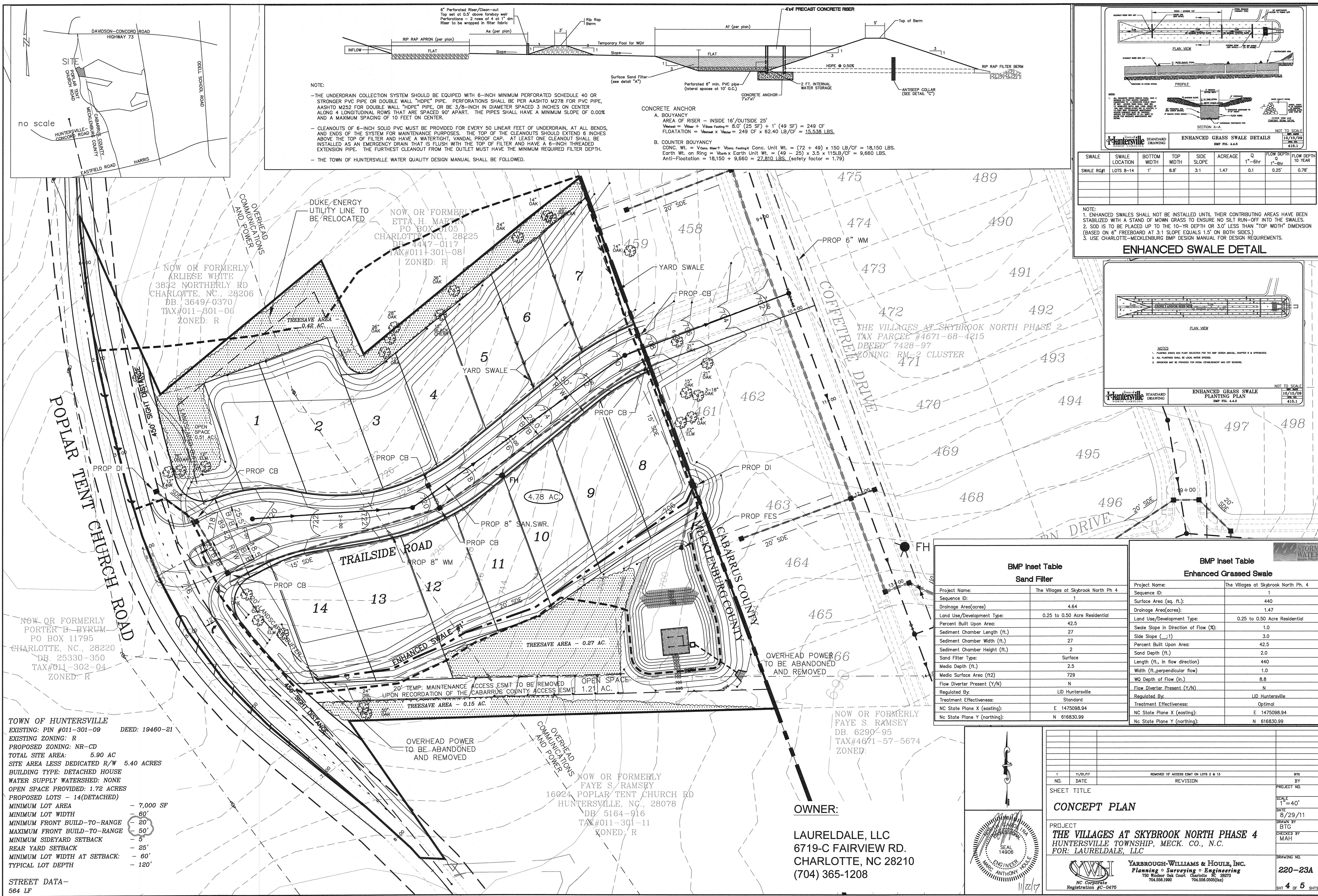
John T. Coley IV

Contact Information

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



- All development and construction shall comply with all zoning and subdivision standards of the Town of Huntersville, Mecklenburg County, and NCDOT, as applicable.
- This property may be subject to any easements and/or right-of-way of record.
- All areas designed as common and/or urban open space shall be owned and maintained by the homeowners association and dedicated in perpetuity.
- Access (ingress/egress) location and design shown on this sketch plan area subject to achieving vertical and horizontal sight triangles, turn lane improvements (including right-of-way) and intersection with adjacent and opposing access points. Modifications to plan may result.
- Large maturing trees will be planted 40' O/C within the required planting strip along all streets with the exception of rural parkways where existing trees can satisfy the street tree requirement. Small maturing trees are to be used where overhead power lines exist.
- All lots will have rail-out-trash service and mail service to the street.
- For lots wider than 80 feet, driveways shall be no more than 20 feet wide as measured along the public street right-of-way of a detached house and two-unit attached house type. For three or more unit attached house types, driveway width shall not occupy more than 50% of the public street front of a lot as measured along the public street right-of-way. Driveways shall extend at least twenty (20) feet from a public street right-of-way and public adjacent easement to on-site residential parking from encroaching into the public right-of-way or easement for a public sidewalk.
- Direct access from lots to Poplar Tent Road is prohibited.
- All signage will be reviewed and permitted with preliminary plans.
- All intersections shall comply with Sight Triangles (35'x35') and Sight Distance (15'x250'), and must be must be approved by Mecklenburg County Engineering and Town of Huntersville.
- All applicable federal, state, and local environmental permits and approvals will be obtained by developer.
- Street lighting plan shall be prepared by the power company in compliance with the Town of Huntersville Standards.
- No mechanical, electrical, etc. units may encroach into any setbacks.
- Building Elevations will be provided with the Preliminary Plan Submittal.
- **Build-to-Range** A line extending through a lot, which is generally parallel to the front property line and marks the location from which the principle vertical plane of the front building elevation must be erected; intended to create an even building facade line on a street. A Build-to-range is established for each residential lot type.
- The Town of Huntersville requires that all streets proposed to be taken over by the Town for maintenance be reviewed, inspected, and certified by a licensed professional engineer registered in the state of North Carolina for adequate construction. Review of street construction by the certifying Engineer is required throughout the construction process. Refer to the Town of Huntersville Engineering Standards and Procedures Manual for additional information including the required certification form.
- No wetlands are located on the property.
- Water and Sanitary Sewer services to be provided by the City of Concord.
- Traffic calming is anticipated through the use of narrow lanes and short block lengths.
- Residential lot trees for lots less than 10,000 s.f. will be required including one front yard tree and one rear yard tree



NOTE:

- THE UNDERDRAIN COLLECTION SYSTEM SHOULD BE EQUIPPED WITH 6-INCH MINIMUM PERFORATED SCHEDULE 40 OR STRONGER PVC PIPE OR DOUBLE WALL "HOPE" PIPE. PERFORATIONS SHALL BE PER AASHTO M278 FOR PVC PIPE, AASHTO M252 FOR DOUBLE WALL "HOPE" PIPE, OR 3/8-INCH IN DIAMETER SPACED 3 INCHES ON CENTER ALONG 4 LONGITUDINAL ROWS THAT ARE SPACED 90° APART. THE PIPES SHALL HAVE A MINIMUM SLOPE OF 0.00% AND A MAXIMUM SPACING OF 10 FEET ON CENTER.
- CLEANOUTS OF 6-INCH SOLID PVC MUST BE PROVIDED FOR EVERY 50 LINEAR FEET OF UNDERDRAIN, AT ALL BENDS, AND ENDS OF THE SYSTEM FOR MAINTENANCE PURPOSES. THE TOP OF THE CLEANOUTS SHOULD EXTEND 6 INCHES ABOVE THE TOP OF FILTER AND HAVE A WATER-TIGHT, VANDAL PROOF CAP. AT LEAST ONE CLEANOUT SHALL BE INSTALLED AS AN EMERGENCY DRAIN THAT IS FLUSH WITH THE TOP OF FILTER AND HAVE A 6-INCH THREADED EXTENSION PIPE. THE FURTHEST CLEANOUT FROM THE OUTLET MUST HAVE THE MINIMUM REQUIRED FILTER DEPTH.
- THE TOWN OF HUNTERSVILLE WATER QUALITY DESIGN MANUAL SHALL BE FOLLOWED.

CONCRETE ANCHOR

A. BOUYANCY
AREA OF RISER - INSIDE 16'/OUTSIDE 25'
Vessel = Vessel + Vessel Facing = 8.0' (25 SF) + 1' (49 SF) = 249 CF
FLOATION = Vessel x Vessel = 249 CF x 62.40 LB/CF = 15,538 LBS.

B. COUNTER BOUYANCY
CONC. Wt. = Vconc. Riser + Vconc. Facing x Conc. Unit Wt. = (72 + 49) x 150 LB/CF = 18,150 LBS.
Earth Wt. on Ring = Vearth x Earth Unit Wt. = (49 - 25) x 3.5 x 115 LB/CF = 9,660 LBS.
Anti-Floation = 18,150 + 9,660 = 27,810 LBS. (safety factor = 1.79)

ENHANCED GRASS SWALE DETAILS

SWALE LOCATION: LOTS 8-14

SWALE	SWALE LOCATION	BOTTOM WIDTH	TOP WIDTH	SIDE SLOPE	ACREAGE	Q 1"-6hr	FLOW DEPTH 1"-6hr	FLOW DEPTH 10 YEAR
SWALE RG#1	LOTS 8-14	1'	8.8'	3:1	1.47	0.1	0.25'	0.78'

ENHANCED SWALE DETAIL

ENHANCED GRASS SWALE PLANTING PLAN

PLAN VIEW

NOTES:

1. PLANTING ZONES AND PLANT SELECTION FOR THE BMP DESIGN MANUAL, CHAPTER 8 & APPENDICES.
2. ALL PLANTING SHALL BE LOCAL, NURSERY SPECIES.
3. INFORMATION MAY BE PROVIDED FOR INITIAL ESTABLISHMENT AND OXY SEEDING.

BMP Inset Table	
Sand Filter	
Project Name:	The Villages at Skybrook North Ph 4
Sequence ID:	1
Drainage Area (acres):	4.64
Land Use/Development Type:	0.25 to 0.50 Acre Residential
Percent Built Upon Area:	42.5
Sediment Chamber Length (ft.):	27
Sediment Chamber Width (ft.):	27
Sediment Chamber Height (ft.):	2
Sand Filter Type:	Surface
Media Depth (ft.):	2.5
Media Surface Area (ft2):	729
Flow Diverter Present (Y/N):	N
Regulated By:	LID Huntersville
Treatment Effectiveness:	Standard
NC State Plane X (easting):	E 1475098.94
NC State Plane Y (northing):	N 616830.99

BMP Inset Table	
Enhanced Grassed Swale	
Project Name:	The Villages at Skybrook North Ph. 4
Sequence ID:	1
Surface Area (sq. ft.):	440
Drainage Area (acres):	1.47
Land Use/Development Type:	0.25 to 0.50 Acre Residential
Swale Slope in Direction of Flow (%):	1.0
Side Slope (L:1):	3.0
Percent Built Upon Area:	42.5
Swale Depth (ft.):	2.0
Length (ft., in flow direction):	440
Width (ft., perpendicular flow):	1.0
WQ Depth of Flow (in.):	8.8
Flow Diverter Present (Y/N):	N
Regulated By:	LID Huntersville
Treatment Effectiveness:	Optimal
NC State Plane X (easting):	E 1475098.94
NC State Plane Y (northing):	N 616830.99

TOWN OF HUNTERSVILLE
EXISTING: PIN #011-301-09 DEED: 19460-21
EXISTING ZONING: R
PROPOSED ZONING: NR-CD
TOTAL SITE AREA: 5.90 AC
SITE AREA LESS DEDICATED R/W 5.40 ACRES
BUILDING TYPE: DETACHED HOUSE
WATER SUPPLY WATERSHED: NONE
OPEN SPACE PROVIDED: 1.72 ACRES
PROPOSED LOTS - 14 (DETACHED)
MINIMUM LOT AREA - 7,000 SF
MINIMUM LOT WIDTH - 60'
MINIMUM FRONT BUILD-TO-RANGE - 20'
MAXIMUM FRONT BUILD-TO-RANGE - 50'
MINIMUM SIDEYARD SETBACK - 5'
REAR YARD SETBACK - 25'
MINIMUM LOT WIDTH AT SETBACK - 60'
TYPICAL LOT DEPTH - 120'

STREET DATA - 564 LF

OWNER:
LAURELDALE, LLC
6719-C FAIRVIEW RD.
CHARLOTTE, NC 28210
(704) 365-1208

CONCEPT PLAN

PROJECT: THE VILLAGES AT SKYBROOK NORTH PHASE 4
HUNTERSVILLE TOWNSHIP, MECK. CO., N.C.
FOR: LAURELDALE, LLC

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
704 Windsor Oak Court Charlotte, NC 28273
704.556.1900 704.556.0500 (fax)

220-23A

4 of 5 SHEETS



November 17, 2017

To: Janet Pierson, Town of Huntersville

From: Scott Moore, Skybrook Project Manager

CC: David Peete, Town of Huntersville
John Coley, Laureldale, LLC
Brian Pace, Laureldale, LLC
Marc Houle, YW&H

**RE: Community Meeting Minutes for Rezoning Case R#17-12
(Villages at Skybrook North Phase 4)**

The R#17-12 community meeting was held at Huntersville Town Hall on Thursday, November 16, 2017 and was opened at 6:08 PM.

In attendance, representing the Petitioners:
Scott Moore, Skybrook Project Manager

In attendance, representing the Town of Huntersville:
David Peete, Principal Planner

In attendance, representing the Town of Huntersville Planning Board:
Mr. Hal Bankirer

Representing the Adjacent Property Owners and/or Homeowners Associations:
Ms. Valerie Neal- Adjacent Owner
No HOA Representatives were in attendance.

Summary of items discussed at the meeting:

- Overview of the history of the plan including an update on the development process. All of the lots have been graded and the final plat is currently being reviewed for approval.
- Scott Moore stated that the purpose of this amendment is to (1) remove the 10' recess requirement on front load garages for single family homes (which was previously required by the town's ordinance at the time of the 2014 rezoning). Scott pointed out that the town has since revised the ordinance removing this requirement and this amendment will remove the note bringing it into compliance with the current ordinance; (2) the applicant is evaluating the removal of a note that limits direct driveway access for Lots 1, 2, 13, 14 on Trailside Road near the community's entrance. If it is permissible by the applicable review agents, the applicant will remove the note as a part of this request.
- David Peete provided an overview of the next steps and stated that the town will send out a notice to all adjacent property owners making them aware of the upcoming public hearing.
- No additional feedback or recommendations was provided by the planning board or adjacent property owner(s).

The meeting was adjourned at 6:30 PM.

All neighborhood meeting notifications, materials, and minutes along with all items described in Article 11.4.3 (d) were delivered to the Huntersville Town Clerk's office on November 21, 2017.



November 2, 2017

Re: Rezoning Case R#17-12 Villages at Skybrook North- Note Revisions
5.90 Acres on Poplar Tent Road in Huntersville, NC. (Parcel ID# 011-301-09)

Dear Property Owner,

On behalf of the applicants, we would like to invite you to attend a Neighborhood Meeting scheduled for November 16, 2017 at 6:00 PM at the Huntersville Town Hall (101 Huntersville-Concord Road) in Huntersville, NC to review revisions to the approved rezoning and subdivision sketch plans on the above-referenced property. These plans are currently being reviewed by the Town of Huntersville Planning staff to revise previously approved conditional notes regarding (1) the removal of a 10' recess requirement on front load garages for single family homes (currently not required by the zoning ordinance) and (2) providing direct driveway access for four single family lots on Trailside Road near the community's entrance. I have attached a site plan of the proposal on the back of this letter for your review.

If you have any questions or need additional information, please call me at 704.995.2507 or email me at scott@bpropnc.com. We look forward to seeing you there.

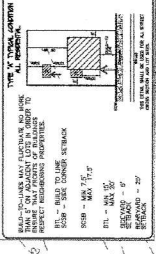
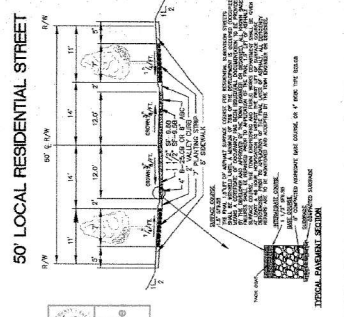
Sincerely,

Scott Moore
Project Manager
Skybrook Subdivision

TOWN OF HUNTERSVILLE
EXISTING: PIN #011-301-09
EXISTING ZONING: R
DEED: 19490-21

TOTAL SITE AREA: 5.00 AC
SITE AREA LESS DEDICATED R/W: 5.00 ACRES
BUILDING TYPE: DETACHED HOUSE
OPEN SPACE PROVIDED: 1.76 ACRES
PROPOSED LOTS: 14 (DETACHED)
MINIMUM LOT AREA: 7,000 SF
MINIMUM FRONT BUILD-TO-RANGE: 15'
MINIMUM FRONT YARD SETBACK: 10'
MINIMUM SIDE YARD SETBACK: 5'
MINIMUM REAR SETBACK: 10'
TYPICAL LOT DEPTH: 120'

Huntersville
TOWN OF HUNTERSVILLE
Plan Sheet is Part Of the Overall
Approval As Of The Following Date
04/08/2014



NOTES

- 1. All easements and dedications shall comply with all zoning and subdivision standards of the Town of Huntersville.
- 2. The property owner shall be responsible for obtaining all necessary permits from the appropriate agencies.
- 3. The property owner shall be responsible for obtaining all necessary permits from the appropriate agencies.
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- 9. The property owner shall be responsible for obtaining all necessary permits from the appropriate agencies.
- 10. The property owner shall be responsible for obtaining all necessary permits from the appropriate agencies.

OWNER:
LAURELDALE, LLC
6719-C FAIRVIEW RD.
CHARLOTTE, NC 28210
(704) 365-1208

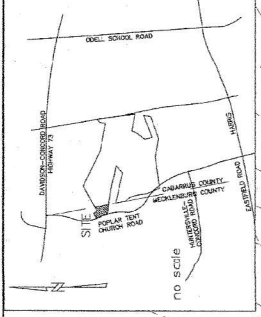
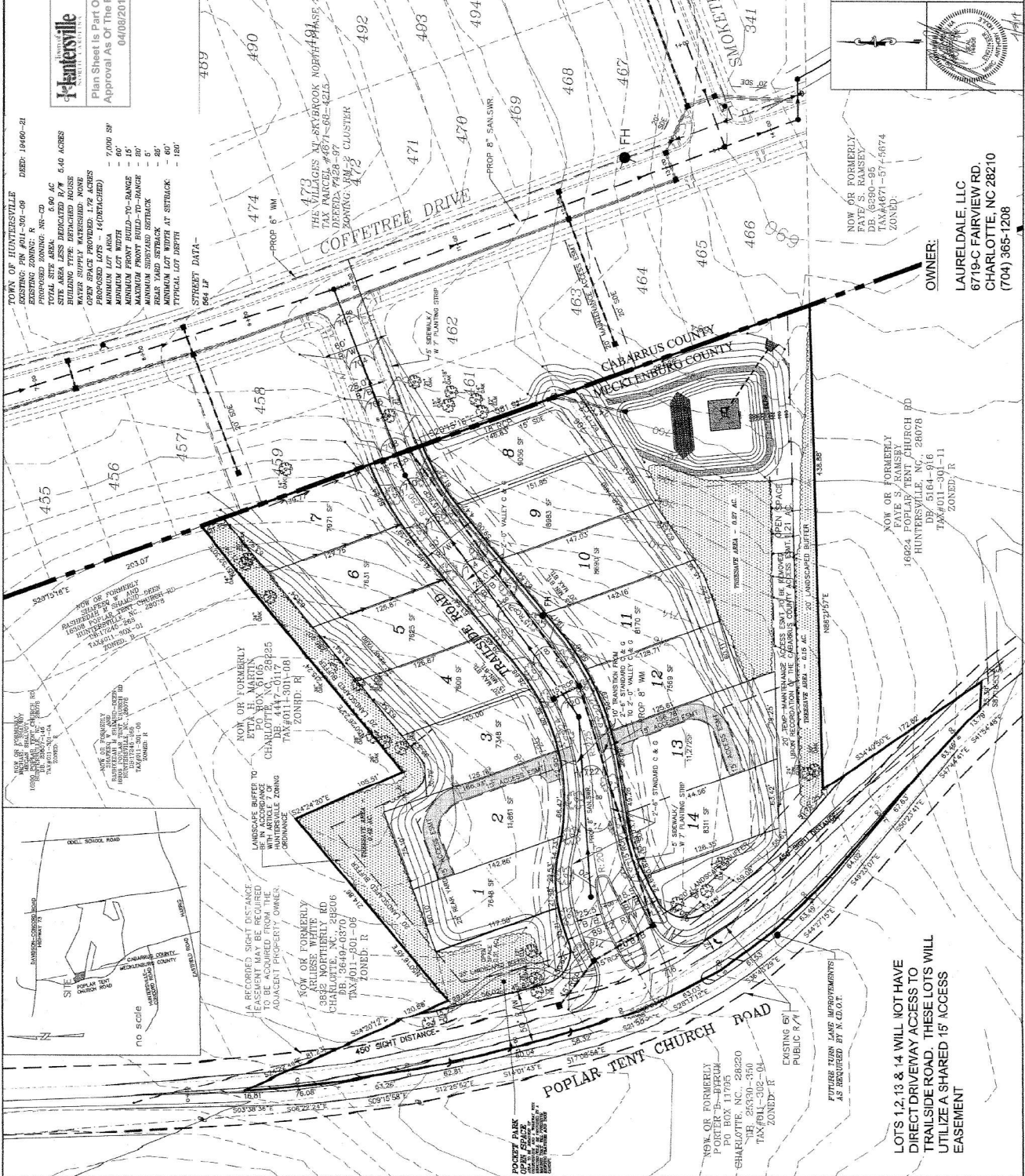
SKETCH PLAN

PROJECT:
THE VILLAGES AT SKYBROOK NORTH PHASE 4
HUNTERSVILLE TOWNSHIP, MECK. CO., N.C.

FOR: LAURELDALE, LLC

DATE: 04/08/2014

SHEET NO. 2 OF 5



LOTS 1, 2, 13 & 14 WILL NOT HAVE
DIRECT DRIVEWAY ACCESS TO
TRAILSIDE ROAD. THESE LOTS WILL
UTILIZE A SHARED 15' ACCESS
EASEMENT

JOEY DONNELL
1549 POPLAR TENT RD
HUNTERSVILLE, NC 28078

MICHAEL & MEGAN SHALVOY
16200 POPLAR TENT CHURCH RD
HUNTERSVILLE, NC 28078

KENNETH & VALERIE NEAL
908 MARTHAS VIEW DRIVE
HUNTERSVILLE, NC 28078

THE PAVILION HOA
1910 S BLVD STE 200
CHARLOTTE, NC 28203

WAVERLYN RAMSEY REID
16024 POPLAR TENT CHURCH RD
HUNTERSVILLE, NC 28078

BARNIE RAMSEY &
ERICA RAMSEY GASSAWAY
16024 POPLAR TENT RD
HUNTERSVILLE, NC 28078

FAYE SHERRILL RAMSEY
16024 POPLAR TENT CHURCH RD
HUNTERSVILLE, NC 28078

ARLIESE WHITE
3832 NORTHERLY RD
CHARLOTTE, NC 28206

ETTA HOLLEY MARTIN
PO BOX 5105
CHARLOTTE, NC 28225

PARKSIDE AT SKYBROOK
NORTH HOA
1201 STALLINGS ROAD
MATTHEWS, NC 28104

FAIRHAVEN LLC
12601 EAST US HWY 60
GOLD CANYON, AZ 85118

TOWN OF HUNTERSVILLE
ATTN: DAVID PEETE
PO BOX 664
HUNTERSVILLE, NC 28070

Mayor John Aneralla
15705 Framingham Lane
Huntersville, NC 28078

Commissioner Dan Boone
317 Southland Road
Huntersville, NC 28078

Commissioner Melinda Bales
15426 Ranson Road
Huntersville, NC 28078

Commissioner Mark Gibbons
13818 Bramborough Road
Huntersville, NC 28078

Commissioner Danny Phillips
14720 Brown Mill Road
Huntersville, NC 28078

Commissioner Rob Kidwell
7603 Rolling Meadows Ln
Huntersville, NC 28078

Commissioner Charles Guignard
P.O. Box 1766
(201 Sherwood Drive)
Huntersville, NC 28070

Jennifer Davis
7530 McIlwaine Road
Huntersville, NC 28078

Hal Bankirer
17206 Linksvie Lane
Huntersville, NC 28078

Catherine Graffy
15120 Pavilion Loop Drive
Huntersville, NC 28078

John McClelland
219 Nottingham Drive
Huntersville, NC 28078

JoAnne Miller
13900 Asbury Chapel Road
Huntersville, NC 28078

Joe Sailors
9332 Westminster Drive
Huntersville, NC 28078

Stephen Swanick
203 Mt. Holly-Huntersville Road
Huntersville, NC 28078

Ron Smith
15902 Gathering Oaks
Huntersville, NC 28078

Susan Thomas
10215 Lasaro Way
Huntersville, NC 28078

TOWN OF HUNTERSVILLE
ATTN: JANET PIERSON
PO BOX 664
HUNTERSVILLE, NC 28070

TOWN OF HUNTERSVILLE
ATTN: GERRY VINCENT
PO BOX 664
HUNTERSVILLE, NC 28070

R# 17-12 VSN Text Amendment 1 Rev.
Neighborhood Meeting Mailing List

Mailed USPS November 2, 2017