AGENDA
Regular Town Board Meeting
March 15, 2021 - 6:00 PM
HUNTERSVILLE RECREATION CENTER (11836 Verhoeff Drive)

Meeting Information *This meeting will be held in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC. The public is invited to attend and comment during public comments or during any public hearings (1) in person at the Huntersville Recreation Center, 11836 Verhoeff Drive or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. on March 15, 2021. The public may also submit comments by e-mail to the Town Clerk. E-mailed comments received no later than 3 p.m. on March 15, 2021 will be included in the record of the meeting. The Town Clerk may be reached by e-mail to jpierson@huntersville.org or by phone at (704) 766-2202.*

1. Call to Order

2. Invocation - Moment of Silence

3. Pledge of Allegiance

4. Mayor and Commissioner Reports-Staff Questions

5. Public Comments, Requests, or Presentations *- Speakers are limited to 3 minutes. The Mayor reserves the right to shorten the time limit for speakers when an unusually large number of persons have signed up to speak. Speakers may not give all or a portion of their time to other speakers.*

6. Agenda Changes

7. Public Hearings

7.A. Conduct public hearing on conveyance of property pursuant to N.C.G.S. § 158-7.1(d). *(Emily Sloop)*

8. Other Business

8.A. Consider adopting Resolution Conveying Real Property Pursuant to N.C.G.S § 158-7.1(d). *(Emily Sloop)*

8.B. Consider adopting Resolution opposing the proposed 1 percent transit sales tax and urging the Metropolitan Transit Commission to reject a county-wide referendum requesting authority for an additional 1 percent transit sales tax. *(Mayor Aneralla)*

8.C. Consider appointment to the Greenway, Trail, & Bikeway Commission. *(Tracy Houk)*

8.D. Consider approving new mosaic bus stop bench and location. *(Tracy Houk)*

8.E. Consider approving seven (7) civilian positions for the Police Department. *(Chief Hoyle)*

8.F. Consider giving direction to Town Manager related to Rules for Public Hearings and Public Comments. *(Emily Sloop)*

8.G. Consider giving direction to the Town Manager related to Mayoral Authority in Emergency Declaration. *(Emily Sloop)*

8.H. Consider giving direction to the Town Manager related to the Fund Balance Policy. *(Jackie Huffman)*

9. Consent Agenda

9.A. Consider road closures for Spring/Summer 2021 Town events. *(Tracy Houk)*

9.B. Approve budget amendment appropriating Insurance Proceeds Police in the amount of $15,419.48 to the Capital Outlay account to purchase a replacement motorcycle totaled by insurance carrier. *(Pattie McGinnis)*

9.C. Approve Property Tax Refund Reports from Mecklenburg County. *(Pattie McGinnis)*

9.D. Approve performance guarantee for offsite road improvements at the intersection of Huntersville-Concord Road at Asbury Chapel Road. *(Stephen Trott)*

10. Closing Comments

11. Adjourn

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Emily Sloop, Town Attorney

Date: March 15, 2021

Subject: Conduct public hearing on conveyance of property pursuant to N.C.G.S. § 158-7.1(d). *(Emily Sloop)*

EXPLAIN REQUEST:

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Blythe final Commercial Agreement Blythe Property 3-8-21

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between **760 Craft Works, LLC**, a North Carolina Limited Liability Company ("Buyer"), and the **Town of Huntersville, North Carolina**, a North Carolina **municipality (**"Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property": Approximately 1.671 acres**, consisting of all or portions of three separate (3) parcels: (i) **PIN 01712210,** approximately 1.26 acres, (ii) **PIN 01712211,** approximately .231 acres and (iii) **PIN 01712245,** approximately .0180 acres; as generally shown on **Exhibit A**, attached hereto and incorporated herewith by reference, together with all buildings and improvements thereon and all fixtures and appurtenances thereto. The final boundary of the Property will be identified by survey on a plat in proper form for recording at the Mecklenburg County Register of Deeds Office. The Seller will perform the survey at Seller's expense within thirty (30) days after the Contract Date. The survey shall identify the reserved access easement and parking easement as also shown on **Exhibit A.**

$1,799,000.00 (b) **"Purchase Price"** shall mean the sum of **One Million Seven Hundred Ninety-Nine Thousand** Dollars,

payable on the following terms:

$89,950.00 (i) **"Earnest Money"** shall mean **Eighty-Nine Thousand Nine hundred Fifty** Dollars

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with **Clerk for the Town of Huntersville** (name of person/entity with whom deposited- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

❑ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** ***(check only ONE box)***

❑ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:)**

❑ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

$ N/A (ii) **Proceeds of a new loan** in the amount of _____ _____Dollars for a term of _____years, with an amortization period not to exceed_____years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed_____% of the loan amount, or such other terms as may be set forth on **Exhibit B**. Buyer shall pay all costs associated with any such loan.

$N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____Dollars being payable over a term of_____years, with an amortization period of_years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____percent (_____%) per annum in the amount of $_____ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. **(NOTE: In the event of Buyer's subsequent default upon a promissory note**

and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

$N/A (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $_____ and evidenced by a note bearing interest at the rate of_____percent (_____%) per annum, and a current payment amount of $_____.

$1,709,050.00 (v) **Cash, balance of Purchase Price**, at Closing in the amount of **One Million Seven Hundred Nine Thousand Fifty** Dollars.

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before **120 days after the Contract Date.**

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller. [After approval by the Huntersville Board of Commissioners.]

(e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date that is **90 days after the Contract Date.** ***TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.***

(g) **"Broker(s)"** shall mean:

None_____("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: ❑ Seller's Agent; ❑ Dual Agent

And **Cheryl C. Crawford, Commercial Real Estate Group 11330 Vanstory Dr., Huntersville, NC 28078** ("Selling Agency"),

_____("Selling Agent"- License #_____)

Acting as: ☒ Buyer's Agent; ❑ Seller's (Sub)Agent; ❑ Dual Agent

(h) **"Seller's Notice Address"** shall be as follows:

Anthony Roberts, Town Manager
Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:

Knox Wagner Ramsey III
153 McAlway Rd
Charlotte, NC 28211

e-mail address:_____fax number:_____

except as same may be changed pursuant to Section 12.

☒ (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to**

draft conditions or contingencies to this Agreement.)

❑ (k) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following: [none].

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following: [none].

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** [intentionally deleted]

(b) **Qualification for Assumption**: [intentionally deleted]

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition**: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds

payable on account of the damage or destruction applicable to the Property.

(e) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

❑ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §l32l) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §l317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event that Seller accepts a third-party offer to purchase the Property, resulting from the "Negotiated Offer, Advertisement and Upset Bid" Process contemplated by N.C.G.S. 160A-269, then the Earnest Money shall be immediately refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.
Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other

addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. AS-IS CONDITION

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

AT OR BEFORE THE EXPIRATION OF THE EXAMINATION PERIOD, BUYER WILL HAVE APPROVED THE PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS AND CONDITION OF THE PROPERTY, AS WELL AS THE ECONOMIC CHARACTERISTICS OF THE PROPERTY. EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, IF BUYER DOES NOT TERMINATE THIS CONTRACT PURSUANT TO THE TERMS OF THIS CONTRACT ON OR PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY AND ALL DEFECTS IN THE PHYSICAL, ENVIRONMENTAL AND ECONOMIC CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH WOULD BE DISCLOSED BY ANY INSPECTION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF SELLER'S BOARD MEMBERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF SELLER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, HAVE MADE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS (EXPRESS OR IMPLIED) BY OR ON BEHALF OF SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, THE ECONOMIC RESULTS TO BE OBTAINED OR PREDICTED, OR THE PRESENT USE THEREOF OR THE SUITABILITY FOR BUYER'S INTENDED USE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: SUITABILITY OF THE TOPOGRAPHY; THE AVAILABILITY OF WATER RIGHTS OR UTILITIES; THE PRESENT AND FUTURE ZONING, BUILDING CODE, SUBDIVISION AND ANY AND ALL OTHER LAND USE MATTERS; THE CONDITION OF THE SOIL, SUBSOIL, OR GROUNDWATER; ENVIRONMENTAL MATTERS INCLUDING WITHOUT LIMITATION THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES OR ANY VIOLATION OF ENVIRONMENTAL LAWS; THE PURPOSE(S) TO WHICH THE PROPERTY IS SUITED; DRAINAGE; FLOODING; ACCESS TO PUBLIC ROADS; OR PROPOSED ROUTES OF ROADS OR EXTENSIONS THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS TO BE PURCHASED, CONVEYED AND ACCEPTED BY BUYER IN ITS PRESENT CONDITION, "AS IS", "WHERE IS," AND "WITH ALL FAULTS".

EXCEPT AS OTHERWISE SET FORTH IN THIS CONTRACT, ANY DOCUMENTS FURNISHED TO BUYER BY SELLER RELATING TO THE PROPERTY, SHALL BE DEEMED FURNISHED AS A COURTESY TO BUYER BUT WITHOUT WARRANTY FROM SELLER UNLESS OTHERWISE SPECIFICALLY STATED IN THIS CONTRACT. BUYER IS A SOPHISTICATED BUYER THAT IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND THAT BUYER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS (INCLUDING ALL OF THE EXAMINATIONS, REVIEWS AND INVESTIGATIONS REFERRED TO IN SECTION 2) RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER THAT BUYER DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE OWNER'S POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED HEREIN). ALL WORK DONE IN CONNECTION WITH PREPARING THE PROPERTY FOR THE USES INTENDED BY BUYER INCLUDING ANY AND ALL FEES, STUDIES, REPORTS, APPROVALS, PLANS, SURVEYS, PERMITS, AND ANY EXPENSES WHATSOEVER NECESSARY OR DESIRABLE IN CONNECTION WITH BUYER'S ACQUIRING, DEVELOPING, USING AND/OR OPERATING THE PROPERTY SHALL BE OBTAINED AND PAID FOR BY, AND SHALL BE THE SOLE RESPONSIBILITY OF BUYER. BUYER HAS INVESTIGATED AND HAS KNOWLEDGE OF OPERATIVE OR PROPOSED GOVERNMENTAL LAWS

AND REGULATIONS INCLUDING LAND USE LAWS AND REGULATIONS TO WHICH THE PROPERTY MAY BE SUBJECT AND SHALL ACQUIRE THE PROPERTY UPON THE BASIS OF ITS REVIEW AND DETERMINATION OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS. BUYER HAS NEITHER RECEIVED NOR RELIED UPON ANY REPRESENTATIONS CONCERNING SUCH LAWS AND REGULATIONS FROM SELLER.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

☐ **EIFS/SYNTHETIC STUCCO**: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Date: _____

Buyer: **760 Craft Works, LLC**

By_____

Title: CEO

Date: _____

Seller: **Town of Huntersville** [SEAL]

By: _____
Town Manager

Exhibit A – Insert Map of Property including overlay of Town Adjoining Property

EXHIBIT B

1. Seller to reserve an access easement across driveway and parking areas as necessary to secure public access, via automobile, to Seller's adjoining property (PIN 01712213) ("Town Adjoining Property") as generally depicted on Exhibit A.

2. Seller to reserve an easement for public parking for new parking spaces to be constructed by the Town as also generally depicted on Exhibit A. Note, that most of the new parking will be constructed on the Town Adjoining Property but 4-5 spaces are expected to cross the property line between the Property and the Town Adjoining Property.

3. Pursuant to N.C.G.S. § 158-7.1(d), the Property shall be conveyed subject to restrictions permitting the property, for a period of 2 years, to be used solely for a brewery and/or restaurant with ancillary office or food truck space. After the 2-year period, these restrictions are deemed satisfied and removed.

4. As soon as reasonably possible after completion of the survey and prior to the expiration of the Examination Period, the parties shall negotiate and mutually agree to the form of reserved easement agreement, joint parking agreement and deed inclusive of the use restrictions. These documents shall be signed and recorded at the closing.

5. Town shall remove all personal property from existing buildings prior to closing.

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Emily Sloop, Town Attorney

Date: March 15, 2021

Subject: Consider adopting Resolution Conveying Real Property Pursuant to N.C.G.S § 158-7.1(d). *(Emily Sloop)*

EXPLAIN REQUEST:

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Resolution to Convey Blythe building EAS

Resolution Approving Conveyance of Real Property for Economic Development Pursuant to N.C.G.S. § 158-7.1.

WHEREAS, the Town of Huntersville (the "Town") owns certain real property, said property being more particularly described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property has been declared as being held for resale pursuant to N.C.G.S. § 158-7.1(b); and

WHEREAS, N.C.G.S. 158-7.1(d) authorizes a municipality to convey property that has been held for resale after notice and a public hearing; and

WHEREAS, the Town believes that it would be in the public interest to convey the Property for economic development subject to restrictions as authorized by N.C.G.S. § 158-7.1(d).

WHEREAS, the Town has determined the probable average hourly wage to be paid to workers by 760 Craft Works, LLC to be located at the Property; and

WHEREAS, the Town has determined that the consideration the Town is receiving for the Property is greater than the fair market value of the interest, subject to the covenants, conditions, and restrictions imposed on the Property; and

WHEREAS, the Board of Commissioners for the Town of Huntersville (the "Board") now desires to convey the Property described in the attached Exhibit A as economic development property under N.C.G.S. § 158-7.1(d).

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board has determined the probable average hourly wage to be paid to workers by 760 Craft Works, LLC to be located at the Property.
2. The Board has determined that the consideration the Town is receiving for the Property is greater than the fair market value of the interest, subject to the covenants, conditions, and restrictions imposed on the Property.
3. The Board hereby approves that the Property be conveyed to 760 Craft Works, LLC as economic development property pursuant to N.C.G.S. § 158-7.1(d).
4. The Board does hereby authorize the Town Manager to execute the necessary documents to convey the Property pursuant to this Resolution.
5. This Resolution shall be effective as of the date of its adoption.

Adopted this the __ day of March 2021.

Attest:

_____ _____

Clerk to the Board Mayor, Town of Huntersville

Approved as to Form:

_____

Town Attorney

Exhibit A

BEING +/- 1.671 acres of land in the Town of Huntersville, Mecklenburg County, North Carolina, consisting of all or portions of the following three (3) separate parcels: (i) an approximately 1.26 acre parcel known as PIN 01712210, (ii) an approximately 0.231 acre parcel known as PIN 01712211, (iii) an approximately 0.0180 acre parcel known as PIN 01712245.

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Janet Pierson, Town Clerk

Date: March 15, 2021

Subject: Consider adopting Resolution opposing the proposed 1 percent transit sales tax and urging the Metropolitan Transit Commission to reject a county-wide referendum requesting authority for an additional 1 percent transit sales tax. *(Mayor Aneralla)*

EXPLAIN REQUEST:
Consider adopting Resolution opposing the current CATS request for an additional county-wide transit sales tax.

ACTION RECOMMENDED:
Adopt Resolution

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Proposed Transit Sales Tax

Resolution Opposing the Proposed Transit Sales Tax

WHEREAS, the Town Board of Huntersville supports regional transportation planning and coordination as well as enhanced transportation options for all citizens; and

WHEREAS, the citizens of North Mecklenburg supported the passage of a ½ cent sales tax to expand mass transit throughout Mecklenburg County; and

WHEREAS, the citizens of North Mecklenburg have been paying an additional ½ per cent sales tax on many goods and services for the past 23 years; and

WHEREAS, for over two decades commuter rail to North Mecklenburg has been a priority of long-range transportation plans; and

WHEREAS, Norfolk Southern controls access to the O-line and has consistently reiterated their policy of not allowing passenger rail in this corridor; and

WHEREAS, beyond bus service, the existing transit sales tax has not delivered recognizable transit projects in North Meck, while significant capital projects, such as the Blue Line, Blue Line Extension and Silver line have moved forward; and

WHEREAS, the current pandemic has hurt the most vulnerable in our society and an increased sales tax will disproportionally negatively burden these citizens;

NOW THEREFORE, BE IT RESOLVED that the Town of Huntersville Board of Commissioners:

1. Does not support the proposed 1% transit sales tax.
2. Urges the Metropolitan Transit Commission to reject a County-wide referendum requesting authority for an additional 1% transit sales tax.

Adopted this the 15th day of March, 2021.

Attest:

Clerk to the Board	Mayor, Town of Huntersville

Approved as to Form:

Town Attorney

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Tracy Houk, Assistant Director

Date: March 15, 2021

Subject: Consider appointment to the Greenway, Trail, & Bikeway Commission. *(Tracy Houk)*

EXPLAIN REQUEST:

The Greenway, Trail and Bikeway Commission has one position that needs to be filled due to the resignation of Lori Russell. This term will end on December 31, 2022. We are recommending the Board appoint one new member to carry out the term. We have reached out to the previous applicants from December 2020 and five have responded back with interest to serve on this advisory board.

ACTION RECOMMENDED:

Appoint a new member to carry out the term through 2022.

FINANCIAL IMPLICATIONS:

none

ATTACHMENTS:

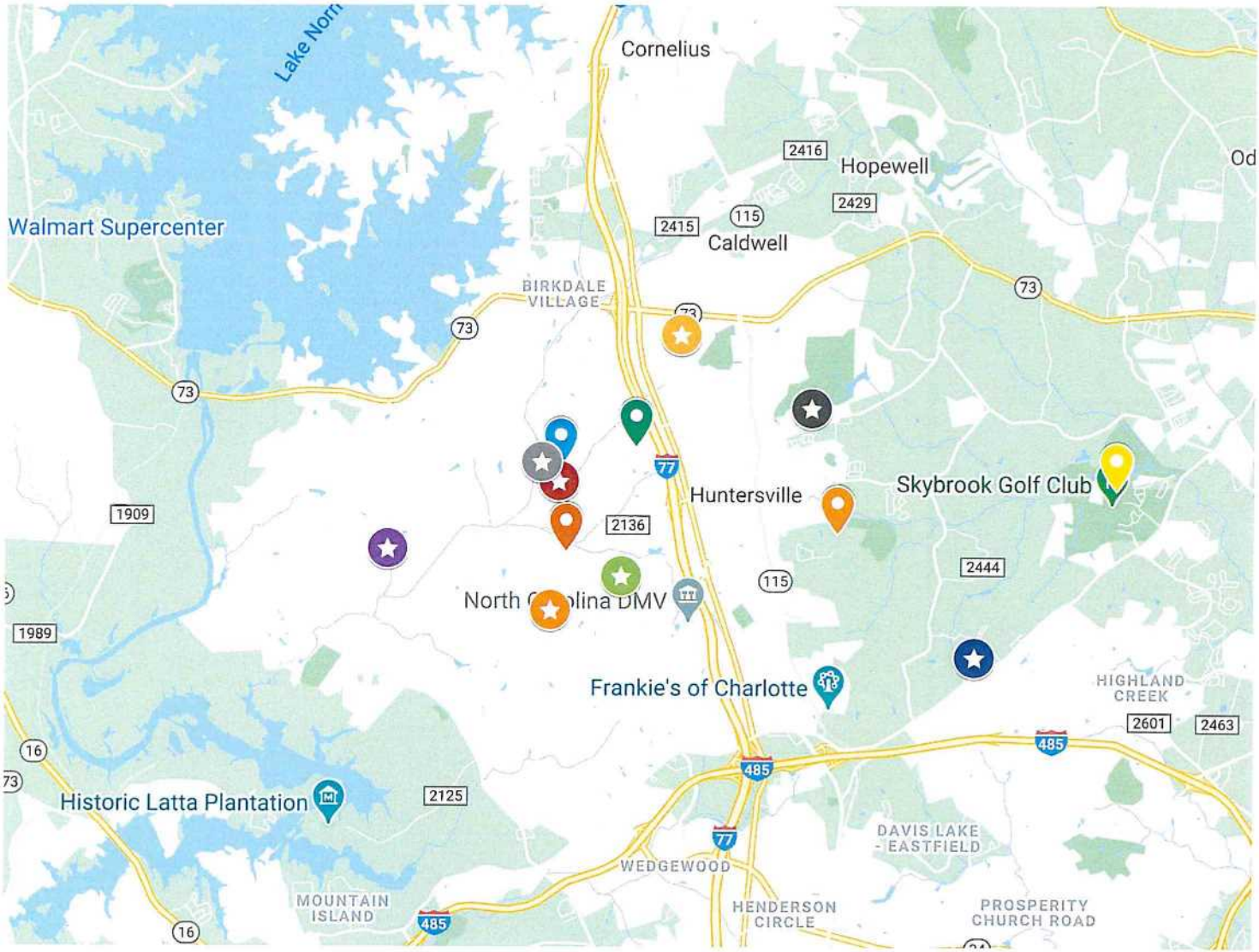
1. Map and Applications

GTBC Appointments March 2020

Untitled layer

- Alexandra Capecci
- Kalyan Chintalapati
- Jessica Carney
- Dean Terner
- Theodore Turner
- Maria Reese
- Diane McLaine
- Tim Sanborn
- Robin Underwood
- Kyle Schackert
- Geoff Steele
- Kim Van Sickler
- Kelly Coleman

Current GTBC members are starred



Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☑ **Park and Recreation Commission**
☒ **Greenway, Trail and Bikeway Commission**
☒ **Public Art Commission**

Background Information:

Name Alexandra Capecci Home Phone 610 730 7092

Home Address 9326 Old Barnette Pl Zip Code 28078

E-Mail Address alexandraccapecci@gmail.com

Present Occupation Sr Supply Planner Work Phone

Place of Employment Newell Rubbermaid / Also small business owner

Approximate Hours Available Per Month for Serving On Advisory Board 10 hours

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Serve on Ursus Institute Board Expiration Date 3+ years - present

Expiration Date

Education MBA - Shippensburg University
Bachelors - Supply Chain Management

Business and Civic Experience Coordinated volunteer events for work - such as food pantry donations and building animal shelters. My small business sponsors Carolina Wildlife Rehab.

Areas of Expertise and Interests/Skills Logistics / Project Management - Planning Fundraising - Public Speaking - Educational Outreach

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Alyanda Capecci 11/17/2020
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- [X] Park and Recreation Commission
- [X] Greenway, Trail and Bikeway Commission
- [X] Public Art Commission

Background Information:

Name KALYAN CHINTALAPATI Home Phone 6315121073

Home Address 11311 VANGUARD PKWY HUNTERSVILLE, NC Zip Code 28078

E-Mail Address KALYAN359@gmail.com

Present Occupation Network Security Engineer Work Phone 6315121073

Place of Employment (Remote) @ Home

Approximate Hours Available Per Month for Serving On Advisory Board 8 hours

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On: NA

_____ Expiration Date _____

_____ Expiration Date _____

Education Masters in Science, Computer Science.

Business and Civic Experience ✓Hosted over 100+ Badminton sessions in Mooresville Parks and Rec (from 2016-2018) (A ✓Volunteered to help organize multiple Run races

Areas of Expertise and Interests/Skills ✓Computer Science (Virtual events) ✓Team player ✓Diligent ✓Accountable

I, undersigned, understand this application will be kept on the active file for a two (2) year period

C. Kalyan Ch. (Signature of Applicant) 11/30/2020. (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation
Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

I would like to serve on greenway commissi- but I am happy to apply for the others if help is needed

J.

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ **Park and Recreation Commission**
☑ **Greenway, Trail and Bikeway Commission**
☐ **Public Art Commission**

Background Information:

Name Jessica Carney Home Phone 214 918 2001

Home Address 10206 Linksland Zip Code 28078

E-Mail Address JessicaLynnCarney@gmail.com

Present Occupation project mgr Work Phone

Place of Employment Lowe's Corp - Mooresville

Approximate Hours Available Per Month for Serving On Advisory Board 5-10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Rutherford & Hickory Expiration Date member

Nut Gorge Chamber Expiration Date

Education MBA

Southern Methodist Univ. Dallas TX

Business and Civic Experience community garden (Cornelius & Primal brewery). previous board appointments working w/ disabilities

Areas of Expertise and Interests/Skills strong planning and project mgmt skills

I, undersigned, understand this application will be kept on the active file for a two (2) year period

(Signature of Applicant) 11/17/2020 (Date)

We have a property in Lake Lure, NC

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

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phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission
☐ Public Art Commission

Background Information:

Name DENA TRAER Home Phone 704.564.9077

Home Address 12108 HUNTSON RESERVE Zip Code 28078

E-Mail Address HELLO@DTRANTONEL.COM

Present Occupation CONSULTANT, SELF-EMPLOY Work Phone SAME AS ABOVE

Place of Employment TENFOLD, LLC

Approximate Hours Available Per Month for Serving On Advisory Board 5

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

_____ Expiration Date_____

_____ Expiration Date_____

Education BA, COMMUNICATIONS, UNIVERSITY OF NC AT GREENSBORO

Business and Civic Experience HOME OWNER'S REPRESENTATIVE, ACTIVE PARTICIPANT IS SEVERAL PARKS + REC'S ACTIVITIES

Areas of Expertise and Interests/Skills I'M VERY INTERESTED IN GREENWAY EXPANSION, BECAUSE I AM A NEW RESIDENT IN A NEW NEIGHBORHOOD.

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Dena Traer 11/30/20
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ Park and Recreation Commission
☒ Greenway, Trail and Bikeway Commission
☐ Public Art Commission

Background Information:

Name Theodore Turner Home Phone 8586038125

Home Address 8824 Thornbury Lane Zip Code 28078

E-Mail Address ted@turner.org

Present Occupation Cloud Solutions Architect Work Phone

Place of Employment Kentik

Approximate Hours Available Per Month for Serving On Advisory Board 8-16

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date N/A

N/A Expiration Date N/A

Education Fullerton College - AA Foreign Language

Business and Civic Experience 14 yrs Community College instructor
30 yrs Technology implementation for business

Areas of Expertise and Interests/Skills Computers, Data Networks, Internet
Mountain Biking, PCT trail maintenance Lead

I, undersigned, understand this application will be kept on the active file for a two (2) year period

TKS 11/13/2020
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
Town Board
March 15, 2021

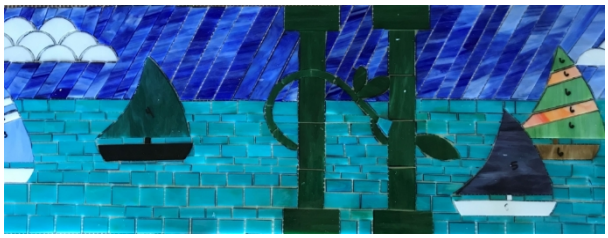
To: Town Board

From: Tracy Houk, Assistant Director

Date: March 15, 2021

Subject: Consider approving new mosaic bus stop bench and location. *(Tracy Houk)*

EXPLAIN REQUEST:
On February 10, 2021, the Public Art Commission voted to make the recommendation to the Town Board for the new public art bench to replace the current old wooden bench at the bus stop at Gilead Rd. and Marguerite Ln. across from the Post Office.



ACTION RECOMMENDED:
Consider approving public art bench at the bus stop on Gilead.

FINANCIAL IMPLICATIONS:

The 2020 Electricities Grant funded this project

ATTACHMENTS:
None

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Barry Graham

Date: March 15, 2021

Subject: Consider approving seven (7) civilian positions for the Police Department. *(Chief Hoyle)*

EXPLAIN REQUEST:

The Huntersville Police Department requests board action regarding the mid-year addition of seven (7) civilian employees discussed during the 2022 budget planning meeting.

We would like board approval to hire three Expediter/Records technicians, two Crime Scene Technicians, one additional Animal Service Technician, and one Administrative Assistant.

ACTION RECOMMENDED:

Approval of hiring requested positions

FINANCIAL IMPLICATIONS:

The salaries for these positions will cost approximately $325,000. This cost is based on an estimation of current employee salaries, or similar positions, and does not include benefits

ATTACHMENTS:

1. Civilian Police Requests

HUNTERSVILLE POLICE DEPARTMENT
9630 Julian Clark Avenue • Huntersville, N.C. 28070 • EMERGENCIES: DIAL 911
Business Phone: (704) 464-5400 • Fax: (704) 947-9200

Bence Hoyle
Chief of Police

To: Anthony Roberts
Town Manager

From: Bence Hoyle
Chief of Police

RE: Recommended Civilian Positions

Since the Planning Workshop on February 18-19, we have revisited the prioritization of civilian positions. All of the positions we presented we should keep as long-term goals because all are specifically needed as presented, however, the following is a recommendation of a first phased approach that will allow us to re-evaluate and potentially reduce the overall request. There are some trade-offs as will be noted.

(2) Crime Scene Technicians - $112K

I have included one entry level CSI and one "Senior" level CSI technician, so this number has changed (includes benefits). These positions would handle all crime scene processing and will have other duties as assigned. There is no way to reduce this number and have on-call requirements.

(3) Expediters - $126K

This reduced number will provide front-desk and officer support on calls for service from 8 AM until Midnight (but will not keep the police department open 24/7). These positions will primarily provide call support to police officers and will take reports over the phone and through our online portal. They will also function as records technicians. One of these positions will service as the officer manager, a former position here, to supervise the activities of all civilian staffing in related assignments.

(1) Animal Control Officer - $47K

This will provide extended hours of animal control services to help cover calls currently covered by police officers.

(1) Administrative Assistant for the Administrative Bureau - $40K

The one Bureau that has the most administrative tasks has no administrative assistants. This position would assist with all phases of the administrative functions included training records, quartermaster, etc.

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Tracy Houk, Assistant Director

Date: March 15, 2021

Subject: Consider road closures for Spring/Summer 2021 Town events. *(Tracy Houk)*

EXPLAIN REQUEST:
Consider approving the suggested spring/summer road closures for the 2021 planned events at Veterans Park. Due to road construction timelines, we are holding off on submitting requests for 2021 Fall/Winter Town events. We will submit those in June once we know the construction start locations to better help us determine best routes.

ACTION RECOMMENDED:
Consider approving road closures for Spring/Summer 2021 Town events

FINANCIAL IMPLICATIONS:
None

ATTACHMENTS:
1. Hello Huntersville Road Closure Request 2021
2. Spring.Summer Small Event Road Closure Request

AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold its annual Hello Huntersville Event on May 2, 2021; and

WHEREAS, this event will require the temporary closing of 1) Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115). (2) Main St between Huntersville-Concord Rd and Bigham St. (see Map Exhibit A) between the hours of 12:00 pm and 8:00 pm.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes to temporarily close the above mentioned state-maintained roads for a special event per the attached map.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution;
3. This Resolution shall be effective as of the date its adoption.

Adopted this XX day of MONTH, 2021.

ATTEST: TOWN OF HUNTERSVILLE

_____ _____

Town Clerk Town Mayor

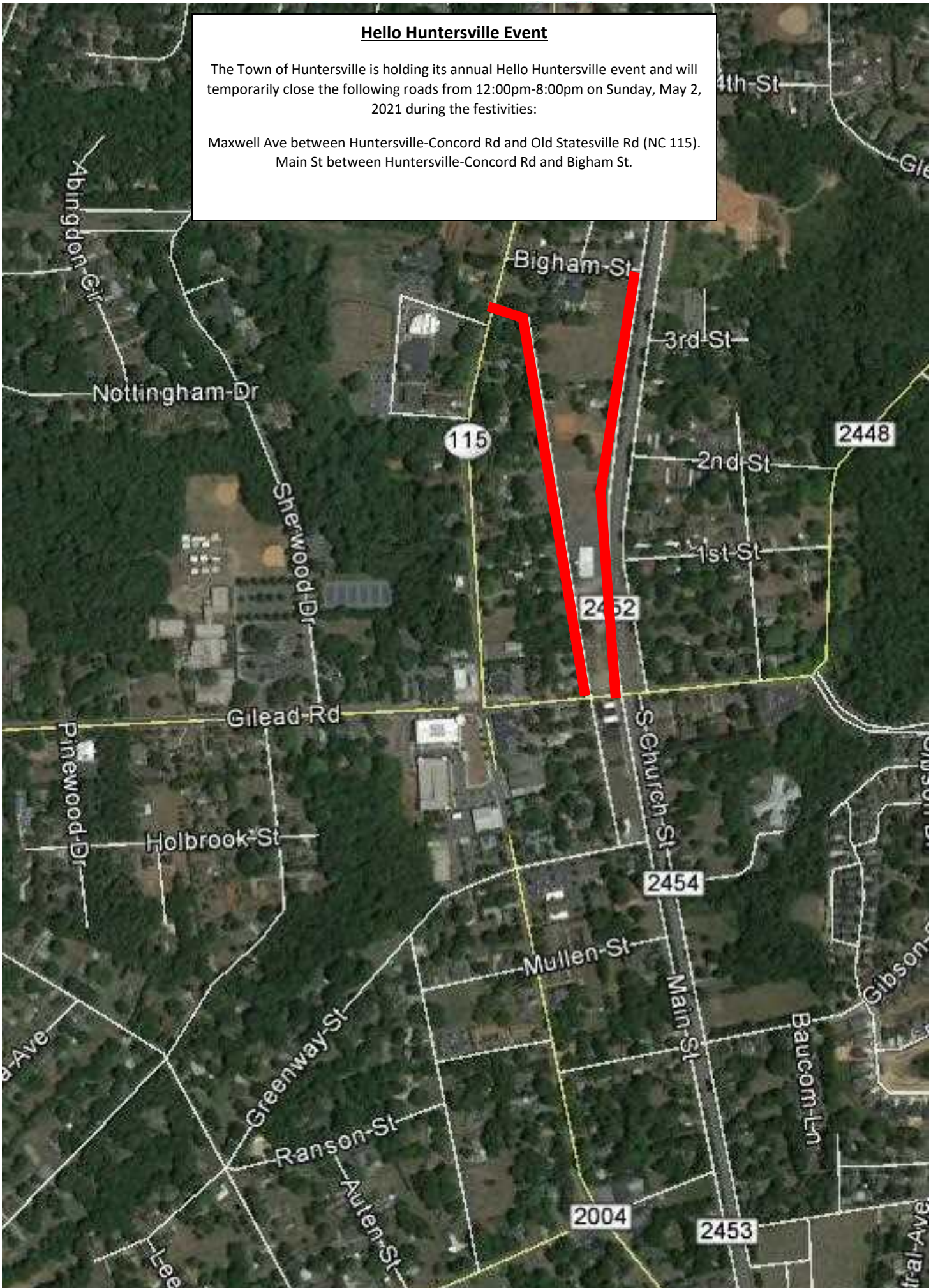
_____

Town Attorney

Hello Huntersville Event

The Town of Huntersville is holding its annual Hello Huntersville event and will temporarily close the following roads from 12:00pm-8:00pm on Sunday, May 2, 2021 during the festivities:

Maxwell Ave between Huntersville-Concord Rd and Old Statesville Rd (NC 115).
Main St between Huntersville-Concord Rd and Bigham St.



AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT ORGANIZED BY THE TOWN OF HUNTERSVILLE, NC

WHEREAS, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

WHEREAS, the Town of Huntersville will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and 2) impact or be impacted by planned maintenance or other activities, and

WHEREAS, the Town of Huntersville will sponsor and hold a variety of small events throughout the 2021 calendar year. Events & Dates requested are:

Jazz Fest Cruise In: Saturday, April 10th 5pm-9pm
Growers Market Cruise In: Saturday, May 8th 6:00am-1:00pm
Lalacabooza Cruise In, Thursday, June 10th, 5pm-9pm
and;

WHEREAS, this event will require the temporary closing of 1) Main St between Huntersville-Concord Rd and Bigham St. See map attached as reference.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and authorizes to temporarily close the above-mentioned state-maintained roads for a special event per the attached map.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution;
3. This Resolution shall be effective as of the date its adoption.

Adopted this XX day of MONTH, 2021.

ATTEST: TOWN OF HUNTERSVILLE

_____ _____

Town Clerk Town Mayor

_____

Town Attorney

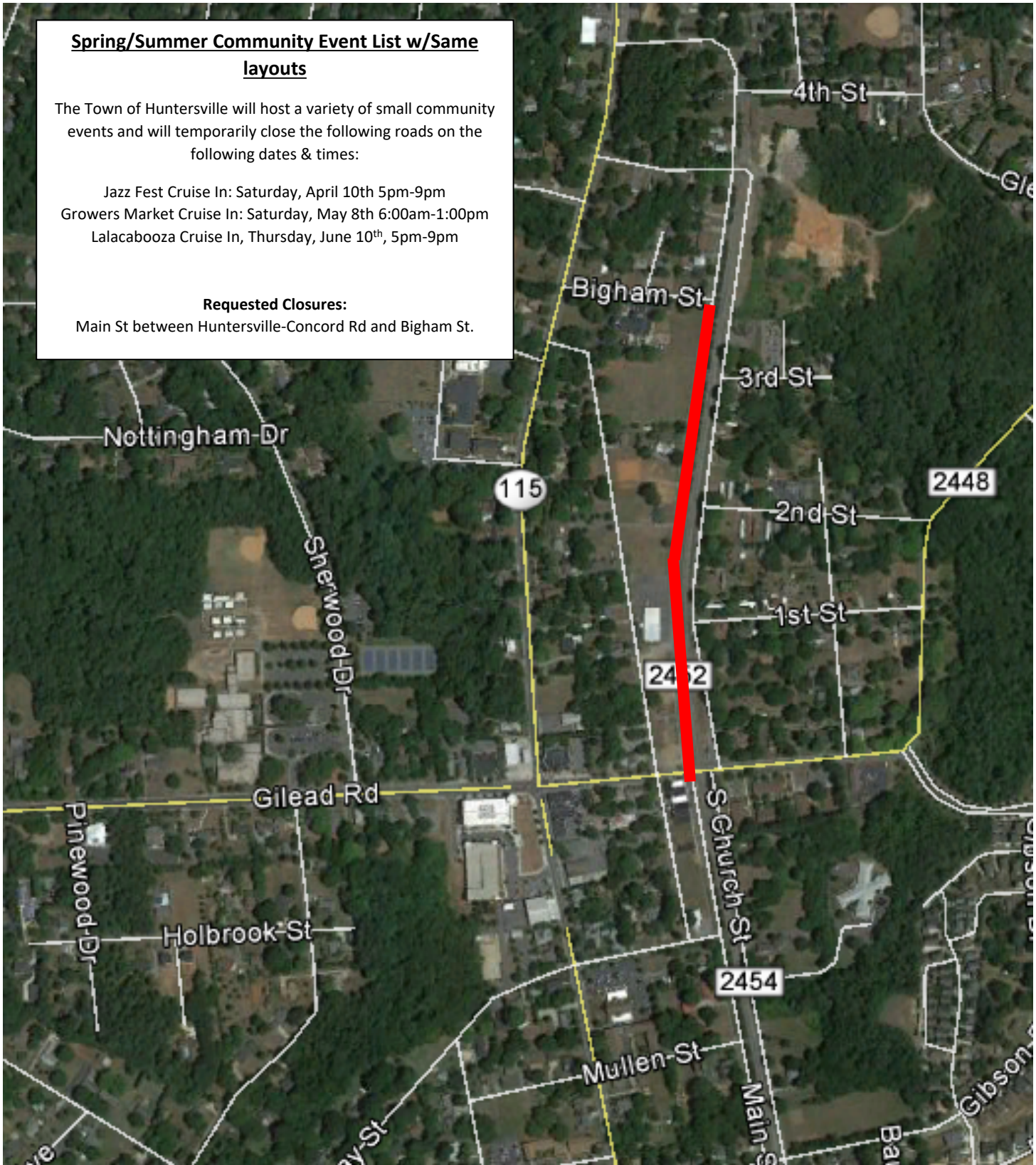
Town of Huntersville
NORTH CAROLINA

Spring/Summer Community Event List w/Same layouts

The Town of Huntersville will host a variety of small community events and will temporarily close the following roads on the following dates & times:

Jazz Fest Cruise In: Saturday, April 10th 5pm-9pm
Growers Market Cruise In: Saturday, May 8th 6:00am-1:00pm
Lalacabooza Cruise In, Thursday, June 10th, 5pm-9pm

Requested Closures:
Main St between Huntersville-Concord Rd and Bigham St.



Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Pattie Ellis

Date: March 15, 2021

Subject: Approve budget amendment appropriating Insurance Proceeds Police in the amount of $15,419.48 to the Capital Outlay account to purchase a replacement motorcycle totaled by insurance carrier. *(Pattie McGinnis)*

EXPLAIN REQUEST:
Appropriate Insurance proceeds Police (103820.9999) in the amount of $15,419.48 to the Capital Outlay account (105100.0500) to purchase a replacement motorcycle totaled by insurance carrier.

ACTION RECOMMENDED:
Approve Budget Amendment

FINANCIAL IMPLICATIONS:
No net impact to fund balance; offsetting revenue and expense. Any additional expense will come from existing budget allocation.

ATTACHMENTS:
None

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Pattie Ellis

Date: March 15, 2021

Subject: Approve Property Tax Refund Reports from Mecklenburg County. *(Pattie McGinnis)*

EXPLAIN REQUEST:
Attached are the Refund reports from Mecklenburg County. These reports contain two refunds totaling $289.20 which includes $9.00 in interest. The refund is the result of the Property Tax Commission. *(Pattie McGinnis)*

ACTION RECOMMENDED:
Approve Board Action

FINANCIAL IMPLICATIONS:
Decrease in revenue of $289.20.

ATTACHMENTS:
1. Huntersville with interest refunds 2021 01 24
2. Huntersville with interest refunds 2020 12 22

HUNTERSVILLE Refunds

Tax Year	Bill Number	Source Type	Adj #	Adj Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 3/12/2021 ($)
2020	0001517819-2020-2020-0000-00	BUS	592330	BER Decision	1/13/2021	KELLER TECHNOLOGY CORP	P O BOX 103	BUFFALO	NY	14217-0103	1/6/2021	$ 172.20	$ 6.03
												$ 172.20	**$ 6.03**

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 2/15/2021 ($)
2020	0001467311-2020-2020-0000-01	01133215	REI	591940	BER Decision	12/21/2020	THORPE, GARTH	13235 HIDCOTE CT	HUNTERSVILLE	NC	28078	1/6/2021	$ 108.00	$ 2.97
												TOTAL	**$ 108.00**	**$ 2.97**

Town of Huntersville
Town Board
March 15, 2021

To: Town Board

From: Stephen Trott, Director

Date: March 15, 2021

Subject: Approve performance guarantee for offsite road improvements at the intersection of Huntersville-Concord Road at Asbury Chapel Road. *(Stephen Trott)*

EXPLAIN REQUEST:

Performance guarantee for offsite road improvements at the intersection of Huntersville-Concord Road at Asbury Chapel Road.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Walden Bond Estimate Costs
2. Draft Walden Construction Bond Form

BOND ESTIMATE

PROJECT NAME:	Huntersville-Concord & Asbury Chapel Offsite Improvements		
Construction Plan EPM #:		Plat EPM # :	
COMPANY:	TF Walden, LP		
AGENT:	John Brian		
PHONE NO.:	941-388-0707		
EMAIL:	jbrian@starwoodland.com		
DATE:	3/5/2021		
Bond Form Revision Date:	5/11/2020		

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT

ALL NEW SUBMITTED BONDS REQUIRED A SEPARATE $370 ADMINISTRATION FEE

PLEASE ATTACH SEPARATELY A BREAKDOWN OF ALL QUANTITIES SUBMITTED ON ESTIMATE

CONSTRUCTION BOND FOR LETTER OF CREDIT, CASH OR SURETY:	**YES**	**< == Enter YES or NO**	**$ 290,400.00**
80% Roadway Maintenance Bond (For use when roadway is complete and 75% lot built-out has not been reached)	**NO**	**< == Enter YES or NO**	
25% Roadway Maintenance Bond (For use when roadway is complete and 75% lot built-out has been reached)	**NO**	**< == Enter YES or NO**	

(Roadway Maintenance Bonds are percent of the full construction cost of roadway ROW)

BMP Maintenance Bond (BMP As-Builts must be approved)	**NO**	**< == Enter YES or NO**	

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

SEAL HERE

NORTH CAROLINA PROFESSIONAL SEAL 036836 ENGINEER PATRICK L. MURPHY

I, Patrick Murphy **a Registered Licensed Professional, do hereby vertify that I have personally supervised the measurement thereof and that the quantities expressed herein represent an accurate measurement of the work to be completed on this project. This bond estimate covers all the infrastructure improvements on the project referenced above.**

Please sign in this box.

3/5/2021

STREETS:	LINEAR FEET:	WIDTH:	UNIT COST (SY):	TOTAL:
1" Final Surface Course			$ 7.41	$ -
1.5" Final Surface Course	1225	24	$ 12.00	$ 39,200.00
2" Final Surface Course			$ 15.00	$ -
1" Initial Surface Course			$ 7.41	$ -
1.5" Initial Surface Course			$ 12.00	$ -
2" Initial Surface Course	1030	24	$ 15.00	$ 41,200.00
6" Base Course			$ 24.00	$ -
8" Base Course			$ 32.00	$ -
10" Base Course			$ 40.00	$ -
6" Full Depth Asphalt (milling, removal, new tac, new asphalt) (tons)	515	24	$ 120.00	$ 55,620.00
Milling (up to 4")	75	24	$ 5.00	$ 1,000.00

STREETS	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Concrete Monuments		Each	$ 280.00	$ -
Street Signs		Each	$ 490.00	$ -
Barricades		Each	$ 1,950.00	$ -
Street Trees (40' O.C.)		Each	$ 420.00	$ -
Street Lights		Each	$ 1,550.00	$ -
Street Lights (pedestal base)		Each	$ 6,000.00	$ -
Pavement Striping (4", 90mil thermal)	6025	Each	$ 1.75	$ 10,543.75

CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
1'-6" Standard Curb		LF	$ 25.00	$ -
2'-0" Standard Curb		LF	$ 25.00	$ -
2'-6" Standard Curb		LF	$ 25.00	$ -
2'-0" Rolled curb		LF	$ 25.00	$ -
1'-6" Median Curb		LF	$ 25.00	$ -
6"x18" Vertical Curb		LF	$ 25.00	$ -
5' Wide Sidewalk		LF	$ 25.00	$ -
Handicap Ramp		Each	$ 1,735.00	$ -
Repair Curb & Gutter		LF	$ 28.00	$ -
Replace Curb & Gutter		LF	$ 37.00	$ -
Replace 5' Sidewalk		LF	$ 53.00	$ -

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" RCP	109	LF	$ 49.00	$ 5,341.00
18" RCP		LF	$ 52.00	$ -
24" RCP		LF	$ 64.00	$ -
30" RCP		LF	$ 87.00	$ -
36" RCP		LF	$ 115.00	$ -
42" RCP		LF	$ 145.00	$ -
48" RCP		LF	$ 155.00	$ -
54" RCP		LF	$ 220.00	$ -
60" RCP		LF	$ 300.00	$ -
66" RCP		LF	$ 335.00	$ -
72" RCP		LF	$ 380.00	$ -

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" FES		Each	$ 1,115.00	$ -
18" FES		Each	$ 1,255.00	$ -
24" FES		Each	$ 1,950.00	$ -
30" FES		Each	$ 2,225.00	$ -
36" FES		Each	$ 2,780.00	$ -
42" FES		Each	$ 3,340.00	$ -
48" FES		Each	$ 4,170.00	$ -
54" FES		Each	$ 5,560.00	$ -
60" FES		Each	$ 6,950.00	$ -

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" Headwall		Each	$ 1,495.00	$ -
18" Headwall		Each	$ 1,940.00	$ -
24" Headwall		Each	$ 2,985.00	$ -
30" Headwall		Each	$ 4,625.00	$ -
36" Headwall		Each	$ 6,710.00	$ -
42" Headwall		Each	$ 8,950.00	$ -
48" Headwall		Each	$ 11,930.00	$ -
54" Headwall		Each	$ 14,415.00	$ -
60" Headwall		Each	$ 16,470.00	$ -
66" Headwall		Each	$ 20,590.00	$ -
72" Headwall		Each	$ 24,705.00	$ -

DRAINAGE	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Curb Inlet		Each	$ 3,385.00	$ -
Yard Inlet (Grate)		Each	$ 3,460.00	$ -
Double Curb Inlet		Each	$ 4,865.00	$ -
Double Yard Inlet (Grate)		Each	$ 4,170.00	$ -
Manhole (0'-8" Deep)		Each	$ 4,415.00	$ -

Erosion Control	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Silt Fence	1800	LF	$ 5.56	$ 10,008.00
Rip Rap		Ton	$ 77.00	$ -
Sediment Basins		Each	$ 8,340.00	$ -
Inlet Protection		Each	$ 225.00	$ -
Construction Entrance		Each	$ 4,170.00	$ -
Mulching		SY	$ 0.49	$ -
Seeding & Fertilizing	3300	SY	$ 1.05	$ 3,465.00
Sodding		SY	$ 5.56	$ -
Temporary Diversion Ditch		LF	$ 6.95	$ -

Miscellaneous	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Clean out SD Structures		Each	$ 695.00	$ -
Point up SD Structures		Each	$ 695.00	$ -
Asbuilts		Each	$ 3,475.00	$ -
Video of Pipe		LF	$ 4.41	$ -
See supplement sheet	1	LS	60400	$ 60,400.00
				$ -

BMP/ WATER QUALITY	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Dry Detention Basin		SF	$ 5.63	$ -
Sand Filter		SF	$ 7.72	$ -

Wetpond		SF	$ 12.00	$ -
Underground Detention		Each		$ -
Bio-Retention/Raingarden		SF	$ 20.00	$ -
Asbuilts		Each	$ 3,475.00	$ -
			Mobilization:	$ 5,515.00

CONSTRUCTION BOND

SUBTOTAL	$ 232,292.75
(125%) Total Amount	$ 290,400.00

80% ROADWAY MAINTENANCE BOND

SUBTOTAL	$ 232,292.75
(80%) Total Amount	$ 185,800.00

25% ROADWAY MAINTENANCE BOND

SUBTOTAL	$ 232,292.75
(25%) Total Amount	$ 58,100.00

BMP MAINTENANCE BOND

30% of BMP/Water Quality Subtotal:	$ -
Contingency (Minimum $10,000)	$ 10,000.00
Mobilization	$ 5,515.00
TOTAL FOR MAINTENANCE BOND:	$ 15,500.00

PLEASE ATTACH SEPERATELY A BREAKDOWN OF ALL QUANTITIES SUBMITTED ON ESTIMATE.

Project: Walden Offsite Improvements
Client: TF Walden, LP
Location: Huntersville-Concord & Asbury Chapel Road

Engineer: R. Joe Harris &Associates
Date: 3/5/2021
By: D. Gates

Bond Estimate Supplement Breakdown For Huntersville Bond Estimate

	Description:	Quantity		Unit Price		SubTotal
1.0	Traffic Control	1.00	LS	$ 15,000.00	LS	$ 15,000.00
1.1	Grading (Cut/Fill, Preparation of Subgrade, Disposal of Excess Materials)	1.00	LS	$ 25,000.00	LS	$ 25,000.00
	Sub Total:					**$ 40,000.00**
2.0	**Ramah Church Rd Improvements**					
2.1	Pavement Markings (Thermoplastic)					
	I. White Turn Arrows	5.00	EA	$ 125.00	EA	$ 625.00
	Sub Total:					**$ 625.00**
3.0	**Storm Drainage Improvements**					
3.1	Removal of Storm Pipe (RCP)					
	A. 15" RCP	69.00	LF	$ 25.00	LF	$ 1,725.00
	Sub Total:					**$ 1,725.00**
4.0	**Utilities**					
4.1	Relocate Waterline Valve	2.00	EA	$ 3,000.00	EA	$ 6,000.00
4.2	Relocate Power Line	1.00	EA	$ 4,000.00	EA	$ 4,000.00
4.3	Relocate Traffic Sign	3.00	EA	$ 100.00	EA	$ 300.00
4.4	Relocate Fire Hydrant	1.00	EA	$ 4,000.00	EA	$ 4,000.00
	Sub Total:					**$ 14,300.00**
5.0	**Miscellaneous**					
5.1	Installation of Street Sign (Stop Sign)	1.00	EA	$ 500.00	EA	$ 500.00
5.2	Installation of Street Sign (Yield Sign)	1.00	EA	$ 500.00	EA	$ 500.00
5.2	Remove & Replace Electric Fence	550.00	LF	$ 5.00	EA	$ 2,750.00
	Sub Total:					**$ 3,750.00**
Projected Cost						**$ 60,400.00**

TOWN OF HUNTERSVILLE
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue**:** 3/9/21 Bond number: **<Surety Bond Number>**

Obligee: Town of Huntersville
105 Gilead Rd., Ste 300, Huntersville, NC 28070
Attn: Bond Administrator

TF Walden, LP
6310 Capital Drive, Ste 130
Lakewood Ranch, FL 34202
(941) 388-0707

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
847-605-6000

Project : Huntersville-Concord & Asbury Chapel Offsite Improvements

TF Walden, LP, as Principal and Developer, and Fidelity and Deposit Company of Maryland ,are hereby firmly bound unto the Town of Huntersville in the sum of ($290,400), Two Hundred Ninety Thousand and Four Hundred dollars, for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by the Town of Huntersville to be sufficient for the Purpose set forth in the Attachment.

Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and the Town of Huntersville has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the Town shall be returned to the Principal/Developer.

The Principal/Developer acknowledges herein that failure to demonstrate reasonable, good faith progress towards completion of the required improvements that are subject of this bond, or any extension thereof, shall constitute a default. In the event that the Principal/Developer defaults under its obligations to install the improvements referred to herein, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over an complete the improvements referred to herein, or (b) pay to the Town of Huntersville, in cash, the actual cost of completion. The cost of completion shall be reimbursement to the Town of Huntersville for any and all expenses which may be incurred by the Town of Huntersville, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost completion, the same shall be fixed by the Town of Huntersville taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays the Town of Huntersville the actual cost of completion, reimburse the Town of Huntersville for all reasonable expenses incurred by the Town of Huntersville after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by the Town of Huntersville in the enforcement of this Bond. Surety will make such payment to the Town of Huntersville with ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the Town of any and all additional costs and expenses incurred by the Town in the event the funds from the Surety are insufficient to cover all costs of completion of the improvements.

WITNESS our hands and seals this, the _____ day of _____, 20_____.

Principal/Developer:

By: _____ (SEAL)

Print: _____

Title: _____

Surety:

By: _____ (SEAL)

Print: _____

Title: _____

WITNESS:

By: _____ (SEAL)

Print: _____

Title: _____