AGENDA

Regular Town Board Meeting
April 3, 2023 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)
Live Stream available via YouTube @townofhuntersvillenc28078

Persons desiring to address the Board during a public comment period or a public hearing shall list their full name, address, telephone number, and subject matter to be discussed on the speaker sign-up sheet as provided by the Town Clerk prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak. (Public Comment and Public Hearing Policy - Adopted April 19th 2021)

1. Pre-meeting - 4:45 p.m.

1.A. Requests from External Agencies. *(Pattie McGinnis)*

2. Call to Order

3. Invocation/ Moment of Silence

4. Pledge of Allegiance

5. Staff Questions

6. Public Comments, Requests, or Presentations

6.A. MEDIC Response Configuration Update Presentation. *(John Peterson, Mecklenburg EMS Agency-MEDIC)*

6.B. Education and Sharing Day Proclamation. *(Melinda Bales)*

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the February 20, 2023 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Approve the minutes of the March 6, 2023 Regular Town Board Meeting. *(Janet Pierson)*

8.C. Call a public hearing for Monday, May 1, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R23-02 Babe Stillwell Storage, a request by Lieberman Properties LLC to rezone +/- 8.85 acres located at 7603 Babe Stillwell Farm Road from Neighborhood Residential to Special Purpose Conditional District for an outdoor storage development. *(Jesse James)*

8.D. Call a public hearing for Monday, May 1, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R23-03 Ultimate Athlete, a request by Jeremy Martin to rezone +/- 1.290 acres located at 15901 Cramur Drive from Neighborhood Center to Highway Commercial Conditional District for an indoor/outdoor recreation center. *(Jesse James)*

8.E. Adopt Resolution to accept Settlement Agreement for Parcel #01711305 for the construction of the Main St Improvements project. *(Stephen Trott)*

9. Public Hearings

9.A. Conduct public hearing on Petition #R22-07 Town 1 Mixed Use Center, a request by Treenail Development, Inc. to rezone +/- 69.41 acres located at the intersection of Mt. Holly-Huntersville Road and Hambright Road from Corporate Business and Corporate Business Conditional District to Transit Oriented Development Residential Conditional District, Highway Commercial Conditional District, and Special Purpose Conditional District. **The Applicant has requested the public hearing be continued to Monday, May 1, 2023 for this action (see attached letter).** *(Jesse James)*

9.B. Conduct public hearing on Petition #TA23-02, a request by the Town of Huntersville Planning Department, for a text amendment to the Zoning Ordinance to amend Article 14.2.3 of the Zoning Ordinance, TIA reference no longer applicable as a result of the current administrative review of Sketch Plans; Section 6.300 of the Subdivision Ordinance for a TIA reference no longer applicable; Articles 11.8 and 14.4.4 of the Zoning Ordinance regarding the withdrawal of amendment petitions; Section 6.320 of the Subdivision Ordinance, Sketch Plan Community Meeting notification requirements; Article 11.4.3 of the Zoning Ordinance regarding Conditional Zoning Community Meeting notification requirements. *(Lauren Speight)*

9.C. Conduct public hearing on Petition #TA22-11, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices. *(Lauren Speight)*

9.D. Conduct public hearing to receive public comments on the 2023 Downtown Master Plan. *(Jack Simoneau)*

9.E. Conduct public hearing on Petition #ANNEX 23-01, a request by Camden Bowman, LLC, to annex 33.535 acres into the Town of Huntersville. *(Nathan Farber)*

9.F. Conduct public hearing on Petition #ANNEX 23-02, a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag B. Patel, to annex 62.593 acres into the Town of Huntersville. *(Nathan Farber)*

10. Other Business

10.A. Consider decision on Petition #ANNEX 23-02, a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag B. Patel to annex 62.593 acres into the Town of Huntersville. *(Nathan Farber)*

10.B. Consider decision on Petition #ANNEX 23-01, a request by Camden Bowman, LLC to annex 33.535 acres into the Town of Huntersville. *(Nathan Farber)*

10.C. Consider adopting Resolution ratifying acceptance of State grant funds in the amount of $650,000 to the Town for an air filtration system for HFFA. *(Zach Brown)*

10.D. Consider awarding the purchase of HFFA HVAC equipment and installation of services to MSS Solutions. *(Zach Brown)*

10.E. Consider approving budget amendment appropriating $650,000 to Grant Revenue and Capital Expense, and appropriating Fund Balance of $1,350,000 and Capital Expense. *(Pattie McGinnis)*

10.F. Consider adopting a revised Resolution to acquire right-of-way and easements necessary for the construction of the adopted and funded Beatties Ford at Hambright project. *(Stephen Trott)*

10.G. Consider appointment to Parks & Recreation Commission to fill vacancy created by the resignation of Scott Harrington. The term expires December 2023. Included are four applicants from the January 3, 2023 vacancy. *(Janet Pierson)*

10.H. Approve budget amendment appropriating Department of Treasury - Homeland Security revenue in the amount of $284,000 to the Police Capital expense account. *(Barry Graham)*

11. Mayor and Commissioner Reports/Closing Comments

12. Adjourn

Special Accommodations: Anyone needing special accommodations when attending this meeting and/or if this information is needed in an alternative format please contact the Town Clerk. The Clerk can be reached by phone or fax: 704-875-6541, email: clerk@huntersville.org or at 101 Huntersville-Concord Rd, Huntersville, NC 28078.
We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.

The Board reserves the right to deviate from the agenda.

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Pattie McGinnis, Finance Director

Date: April 3, 2023

Subject: Requests from External Agencies

EXPLAIN REQUEST:
Hear Requests

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Requests from External Agencies - Final Presentation

FY 2024 Budget Request

	FY 2022 Budget Approved	FY 2023 Budget Requested	FY 2023 Budget Approved	FY 2024 Budget Requested
External Agencies				
General Fund				
Ada Jenkins	20,000	45,000	35,000	55,000
Angels & Sparrows	5,000	40,000	35,000	50,000
Arts and Science	-	-	-	15,000
Bags of Hope	-	20,000	20,000	26,000
Caterpillar Ministries	15,000	20,000	20,000	30,000
Hope House	10,000	20,000	20,000	20,000
North Meck Crime Stoppers	2,000	2,000	5,000	5,000
Seasons of Giving	-	-	-	3,000
	52,000	147,000	135,000	204,000
Tourism				
Carolina Raptor	20,000	20,000	5,000	-
Hugh Torance	12,000	15,000	15,000	20,000
Rural Hill	20,000	20,000	20,000	20,000
	52,000	55,000	40,000	40,000
Total	104,000	202,000	175,000	244,000

ADA JENKINS

Nonprofit Funding Request FY23-24

Name of Organization: Ada Jenkins Families and Careers Development Center

Mission of Organization: Ada Jenkins Center exists to help people in our communities create lasting solutions for economic stability.

Have you been awarded any ARPA funding? If so, list year, amount and source.

Year	Amount	Source
2023	363,746	Meck. County

During 2020-2022 we received several grants through United Way, Foundation for the Carolinas and ARPA (City of Charlotte, Mecklenburg County, etc. We will pull an exhaustive list of these funds and resources and submit it on a separate document.

Primary Contact Information Regarding Funding Request:

Name:	Harold Rice, Jr.
Email Address:	harold.rice@adajenkins.org
Address	212 Gamble Street PO Box 1842 Davidson, NC 28031
Phone Number	704-896-0471

Executive Director Contact Information:

Name:	Same
Email Address:	_____
Address	_____
Phone Number	_____

Total Amount of Funding Requested: **$55,000**

Will any of the requested funds be used to match other grants? **Not applicable**
If so, which grants?

Tax Exempt Status: (circle applicable status)

501(c)(3) YES, 501 (c) (3)

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information

provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Town of Huntersville funds are requested to provide support for our Huntersville clients needing Economic Mobility services or free VITA tax preparation, and to partially support staffing at a Huntersville satellite site of our LEARN Works afterschool academic program. Additionally, we are requesting that $10,000 of the requested amount be allocated to our emergency financial assistance program, which provides funds such as rent and utility payments to families who have an imminent threat of becoming homeless.

If applicable, please described the target population that will be served with the requested funds:

We are the only organization providing Economic Mobility services in north Mecklenburg (the towns of Cornelius, Davidson and Huntersville.) Nearly 10% of the Lake Norman population lives below the federal poverty level ($30,000 for a family of four). Last fiscal year, 33% of our clients overall resided in the Town of Huntersville. During the most recently completed fiscal year, 53% of the families served through our Economic Mobility program were Huntersville residents; 42% of families provided financial assistance were from Huntersville; we provided a total of $64,635.69 to these families.

How will the program or service for which funds are requested address the problem or identified need?

We respectfully request $55,000 from the Town of Huntersville to support Huntersville residents in three ways: 1) $30,000 toward our Economic Mobility program, which provides wrap-around client support services that strengthen the likelihood that they will become financially independent within a couple of years and thereby decreases their need to depend upon government resources in order to live. Our Economic Mobility team -- the only Mecklenburg County social work case managers north of Charlotte - provides clients with counsel and resources pertaining to housing, education and employment, and budgeting. Clients may also be eligible for emergency rent/utility assistance, and food pantry service. Of the funds, we plan to allocate $10,000 dollars for this critical assistance 2) $5,000 toward our Volunteer Income Tax Assistance (VITA) program providing free tax preparation for families earning $58,000 or less. 3) $20,000 toward salary support for a staffer at our satellite site for our LEARN Works afterschool academic support program.

How many Town residents will be directly impacted by the funds requested?

We have seen an increase in demand for economic mobility programming from residents of Hunterville and we expect to add a second classroom of at least 15 Huntersville school children to our LEARN Works program in the coming fiscal year. We expect to serve more individuals and families in the upcoming year. For reference purposes, this most recently completed year, we served 418 Huntersville residents overall, 154 Huntersville residents in our Economic Mobility program, 304 Huntersville residents through our Food Pantry and 20 Huntersville students through our LEARN Works afterschool program.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?
Ada Jenkins Center will continue to serve area residents in need; however, there is a direct correlation between the number of hours our case coordinators can provide, and the revenue needed to fund these staff members. Decreased funding at any point will be reflected in decreased hours available to serve our clients, even as requests for need continue to increase due to the COVID-related economy, which continues to disproportionately affect our client population. Additionally, decreased funding will impact our ability to staff the satellite LEARN works site, possibly reducing the number of days per week we can teach students.

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?
While other nonrprofits provide individual services to residents in north Mecklenburg County, Ada Jenkins Center is the only human service organization providing comprehensive (wrap-around) services: food pantry + education/employment coaching + afterschool academics + housing coaching + financial coaching + social work case managers. To our knowledge, there is no duplication of Town services.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Date:___March 3, 2023_____

Print Name: **Harold Rice, Jr.**
Print Title **Chief Exeutive Officer**

PERFORMANCE MEASUREMENT

Organization Name: Ada Jenkins

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Number of unduplicated clients from Huntersville (includes children)	248	418	280		300
Number of Huntersville clients receiving Economic Mobility services: (case manageme	110	154	110		110
Number of unduplicated Huntersville clients receiving Financial Support/Resources ser	186	304	186		210
Number of clients served at Huntersville VITA site	75		75	(FY ends 6/30/22)	75
Number of Huntersville students participating in LEARN Works satellite site	N/A		30		45

Service Outcomes

Please identify 3-4 measures to asess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
% of clients who increase savings and/or income	80%	80%	80%		80%
% of households that attain/improve safe, decent and affordable housing	80%	85%	80%		80%
% of clients who attain/change employment to improve their life situation	80%	76%	80%		80%
Total VITA tax preparation savings for Huntersville clients	$18,750		$18,750		$18,750
%of elementary students who increase their reading scores	85%	70%	85%		85%
%of elementary students who increase their math scores	80%	96%	80%		80%
%of middle school students who increase their GPA	70%	100	70%	(FY ends 6/30/22)	70%

BUDGET DETAILS

Organization Name: Ada Jenkins Families and Careers Development Center

Service / Program Budget

Revenue	FY 2022	FY 2023 (projected)	FY 2024 (to be
County Funding	55,000	55,000	55,000
Town of Huntersville Funding	20,000	35,000	45,000
Other Municipality Funding	35,838	25,000	25,000
United Way Funding	28,924	0	0
Federal and State Funding	15,000	15,000	0
Local Contributions	472,261	482,366	529,388
Program/Service Fees/Other fees			
Other (Please specify):			
Total Revenue	627,023	612,366	654,388

Expenses	FY 2022	FY 2023 (projected)	FY 2024 (to be
Salaries and Related Expenses	458,335	493,024	517,675
Operating Expenses	160,768	110,648	121,713
Capital Expenses			
Other (Please Specify):			
Professional Services	3,150	0	5,000
Software	4,770	8,694	10,000
Other: Please specify:			
Total Expenses	627,023	612,366	654,388

ANGELS AND SPARROWS

Nonprofit Funding Request FY23-24

Name of Organization: Angels & Sparrows Community Table & Resource Center

Mission of Organization: We empower families to reach their potential by providing access to food security and educational opportunities that lead to a fresh start

Have you been awarded any ARPA funding? If so, list year, amount and source.

In 2022, Angels & Sparrows submitted a $1,214,906 proposal to Mecklenburg County for Phase I ARPA funding to expand its Pathway Program. We were awarded $854,906 in funding, which is being allocated over a three-year period. In 2023, we submitted a $395,055 proposal to the county for Phase II ARPA funding to add ancillary services to the Pathway Program which was fully funded and will be allocated over the next three years.

Year	Amount	Source
FY2023	$329,615.00	Meck Co.
FY2024	$463,947.00	Meck Co.

Primary Contact Information Regarding Funding Request:

Name:	Cindy Deutsch
Email Address:	cindy@angelsandsparrows.org
Address	P.O. Box 315, Huntersville
Phone Number	847-340-5102

Executive Director Contact Information:

Name:	Jessika Tucker
Email Address:	jessika@angelsandsparrows.org
Address	P.O. Box 315, Huntersville
Phone Number	704-650-7232

Total Amount of Funding Requested: $50,000.00

Will any of the requested funds be used to match other grants? If so, which grants? **Yes, Mecklenburg County ARPA Phase I Grant**

Tax Exempt Status: (circle applicable status)

501(c)(3) ~~501(c)(7)~~
~~501(c)(4)~~ ~~501(c)(8)~~
~~501(c)(5)~~ ~~501(c)(9)~~
~~501(c)(6)~~ ~~Other (Please explain)_____~~

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

One in five children in Mecklenburg County lives in poverty. Even worse, children born in poverty in the Charlotte area have only a 4.4% chance of escaping. Angels & Sparrows empowers families to reach their potential by providing access to food security and educational opportunities that lead them to a Fresh Start. We employ a nationally recognized, evidence-based Two Generation (2Gen) framework that provides food security and educational pathways that lead adults to a career path that will positively impact their household income and improve long-term economic outcomes, while nurturing the potential within each child in the same home. The low-income families we serve reside in North Mecklenburg County, predominately in Huntersville, are food insecure and lack access to jobs that pay a livable wage income due to a deficiency of skillsets in trades, a HS diploma, or English-speaking skills. Our Food Security Programs provide meals and groceries each weekday to anyone who is food insecure. Our Pathway Program seeks to increase overall food security by addressing its root cause, poverty and the deficiency in skillsets that would allow an individual to pursue a livable-wage paying job.

Since opening our doors in 2008, we've provided 1.2 million meals to low-income individuals and families in our community, and we've witnessed generational poverty firsthand. Last year, our Food Security Programs reached 500 families and provided 227,329 meals. The design of our food security programming allows us to get to know the families we serve, not as an agency, but as a trusted neighbor providing food security and access to social capital, a key element needed to break the cycle of poverty. The trusting relationships we build with our guests allow us to enlist the expertise of partner nonprofits specific to each family's needs. Once we identify a family's goals and aspirations, we can address their vulnerabilities with the educational opportunities offered through our Two-Generation Pathway Program and upskill adults, bridge the achievement gap among their children, build the family's social capital, and improve their chances of achieving upward mobility.

We partner w/ several for- and non-profit partners to implement our Pathway Program's Two-Generation (2Gen) framework that will lead adults to a career path that impacts their household income and improves outcomes for their children. Classes are currently offered 2 evenings per week. Adult students participate in a 2-hour ESL or GED class onsite. School-aged youth participate in a companion literacy program for the first hour and subject matter tutoring for the second hour. School-age teens participate in tutoring, mentoring, college and career readiness workshops and if applicable, ACT/SAT prep courses. In addition to this programming, Pathway adults and teens have the opportunity to participate in financial literacy and mental health workshops. We're currently developing our Workforce Training Program. The entire program is led by our Director of Programming with the assistance of 1 part-time, bilingual staff member, but will require the addition of an additional part-time, bilingual resource, and part-time program coordinator. It takes place at our Resource Center which offers multiple classrooms, technology, and educational materials to facilitate the learning process. The program began as an innovative pilot in 2020. We've provided 2,600 hours of educational programming since launching the program in July 2022. This funding will allow us to continue providing low-income families with access to the only cohesive Two-Generation programming

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds (CONTINUED)

available to marginalized adults and youth who reside in North Mecklenburg County. It will also allow us to add additional cohorts to accommodate the families on the program's waitlist.

Economic connectivity, sometimes referred to as Social Capital, has been identified as one of the most significant factors affecting upward mobility. Angels & Sparrows is improving economic connectivity for the families who visit our Community Table and participate in our Pathway Program. Our restaurant-style meal service and By Name approach ensure that conversation, friendship, and connection occur daily between our guests, volunteers, and Staff. Our Pathway Program exposes all enrolled students to knowledge, opportunities, and relationships currently not attainable within their social networks. We're guiding our families to a more promising future by creating an environment of connectedness through nourishment, education, mentoring, and friendly support as they embark on the path that leads them to their Fresh Start.

If applicable, please described the target population that will be served with the requested funds:

94% of Pathway Program students are LatinX, 4% are black, and 2% are white. 61% of the students are female, and 39% are male. 79% of the individuals participating in our Pathway Program reside in Huntersville. Based on information obtained during enrollment, the average annual income of the twenty-six (26) families currently enrolled in the Pathway Program is $18,306. This average is 30% *below* the 2023 Federal Poverty Guideline of $26,200 for a family of four. To put this in perspective, a family of four can earn up to *four times* the poverty guideline and still qualify for assistance. Pathway families spend an average of 38% of their income on rent. A family is considered to experience rent burden when rent consumes 30% or more of their income.

How will the program or service for which funds are requested address the problem or identified need? How will the program or service for which funds are requested address the problem or identified need?

Angels & Sparrows will increase overall food security by combining existing food security programming with access to foundational education programs, career training, and mentoring to ensure that adults who are currently unable to enter the labor market due to lack of a High School Equivalency or who are non-English speaking can seek a career path that provides a livable wage income. The Pathway Program's Two-Generation framework addresses the root causes of their vulnerabilities with job training to accelerate the rehiring of the unemployed, investment in education that will allow stackable certifications to continuously increase wage levels on an ongoing basis, and address the educational gaps incurred among their children, which have widened due to online learning that resulted during the pandemic.

As mentioned previously, the average annual income of the families currently enrolled in the Pathway Program is $18,306. This means after paying their monthly rent, Pathway families have approximately $237.15 *per week* to spend on food, utilities, childcare, and transportation expenses. Information from the Housing & Transportation Affordability Index indicates that Huntersville residents with regional, moderate-income ($50,574) spend 29% of their wages on transportation. According to the Economic Policy Institute, the average yearly cost of infant care in NC is $9,480, which is more than the cost of annual instate tuition at most UNC system colleges. These expenses are untenable for our Pathway families and are obstacles for any low-income individuals in our community who would like to pursue an intervention that enables them to obtain a job or career path offering a livable wage income. According to Raj Chetty's Opportunity Atlas, the projected household income for the children of the families we serve who reside in Huntersville is between $18,000 and $38,000, placing them well within current poverty guidelines and on track to continue the cycle of poverty for another generation without intervention.

How many Town residents will be directly impacted by the funds requested?

The funds are anticipated to directly impact eighty-one (81) Huntersville residents during the next fiscal year.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Skyrocketing rent coupled with post-pandemic economic conditions beleaguers efforts by low-income families to gain their financial footing. Access to transportation, childcare, and conflicting work schedules prohibit the families we serve from accessing assistance made available in the city of Charlotte. Few interventions exist in our community, and none provide a holistic, Two-Generation Framework which is proven to break the cycle of poverty. The Pathway Program offers LMI households in Huntersville and the surrounding area access to economic development opportunities to help them achieve upward mobility, while also preparing them to meet the current and future workforce demands of the burgeoning towns they reside in. If the requested funding is not approved, the impact will be felt most by the families who are currently on the program's waitlist because we cannot enroll them without funding. The impact will reverberate throughout our community resulting in a wider achievement gap among low-income students, continued food insecurity, increasing health disparities, and continued skilled labor shortages.

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

To our knowledge, the Town does not offer a cohesive tutoring and education program using a Two-Generation framework and there is no duplication of services. We are aware that Ada Jenkins offers its 'LearnWorks' program at the David B. Waymer Center. However, our understanding is that this intervention is restricted to students from Huntersville Elementary and participating students must be in second grade, must be performing two grade levels behind, and must be referred to the program by their teacher. The Huntersville area offers many 'after-school' programs geared toward children. The Pathway Program is not an 'after-school' program and its Two-Generation approach recognizes that a child's development is interconnected and interdependent upon the adult(s) in their life and that offering interventions to assist both will result in permanent change, upward mobility, and generational wealth.

We partner with Lake Norman Economic Development to offer our Pathway teen students access to college and career-readiness mentorship opportunities. Brandi Jones, our Director of Programs, serves on the Lake Norman Education Collaborative. These relationships have been instrumental to the development of our Workforce Training Program and enable us to expose our Pathway teens to employment opportunities available to them right here in Huntersville, whether they decide to continue to post-secondary education or immediately join the workforce upon graduation from high school.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Jessika Tucker **Date:** 03/03/2023

Print Name: **Jessika Tucker**

Print Title: **Executive Director**

PERFORMANCE MEASUREMENT

Organization Name: **Angels & Sparrows Community Table & Resource Center**

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Number of adults enrolled in High School Equivalency Classes	0	0	0	5	12
Number of adults enrolled in ESL Classes	0	0	20	44	40
Number of adults receiving Accelerated Career/Vocational Training	0	0	0	2	10
Number of students receiving high quality tutoring	0	0	20	45	40
Number of students receiving ACT/SAT Test Preparation	0	0	2	5	5

Service Outcomes

Please identify 3-4 measures to asess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
80% Pass Rate for adult HSE/GED class participants	0	0	0	4	10
80% of ESL adult students increase conversational English*	0	0	0	25	32
70% of adult students in Accelerated Career Training successfully complete their training program	0	0	0	1	7
90% of students in high-quality tutoring improve their proficiency in reading or math**	0	0	20	28	36
90% of teen students complete SAT/ACT prep class	0	0	1	4	4

* Estimate based on number of students currently enrolled in ESL classes from Jan 23-June 23

**Estimate based on number of students currently enrolled in high quality tutoring from Jan 23-June 23

BUDGET DETAILS

Organization Name: Angels & Sparrows Community Table & Resource Center

Service / Program Budget

Revenue	FY 2022	FY 2023	FY 2024
Mecklenburg County ARPA Phase I & II		$329,615	$463,947
Mecklenburg County Community Grant			
Town of Huntersville		$35,000	$50,000
Foundations & Corporate		$20,000	$20,000
Local Contributions		$7,011	$7,011
Golf Tournament		$8,379	$8,379
Total Revenue	$0	$400,005	$549,337

Expenses	FY 2022	FY 2023	FY 2024
Salaries and Related Expenses		$84,572	$134,550
Operating Expenses		$239,905	$349,719
Capital Expenses		$64,828	$54,368
Other (Please Specify): Cleaning services, security, storage, utilities, supplies		$10,700	$10,700
Total Expenses	$0	$400,005	$549,337

ARTS AND SCIENCE COUNCIL

Nonprofit Funding Request FY23-24

Name of Organization: **Arts & Science Council Charlotte-Mecklenburg, Inc.**

Mission of Organization Investing in people, programs and ideas that move us toward a more equitable, sustainable and innovative creative ecosystem.

Have you been awarded any ARPA funding? If so, list year, amount and source.

Year	Amount	Source
FY23	$ 543,087.00	NCAC GAP*

*ASC serves as the Designated County Partner for the North Carolina Arts Council's Grassroots Arts Program

Primary Contact Information Regarding Funding Request:

Name:	Beth Kingaby
Email Address:	beth.kingaby@artsandscience.org
Address	P.O. Box 30246 Charlotte, NC 28230
Phone Number	704.335.3057

Executive Director Contact Information:

Name:	Krista Terrell
Email Address:	krista.terrell@artsandscience.org
Address	P.O. Box 30246 Charlotte, NC 28230
Phone Number	704.335.3035

Total Amount of Funding Requested: $15,000

Will any of the requested funds be used to match other grants? If so, which grants?

Town funding is leveraged in combination with funding from Mecklenburg County, City of Charlotte, North Carolina Arts Council, and the private sector to provide programming in the Town of Huntersville.

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the

Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Funding from the Town of Huntersville would support the Arts & Science Council's investment in the town through our several grantmaking programs that directly support individual creatives and organizations of all sizes, and through support of programming and projects that provide accessible opportunities for Huntersville residents to engage with arts and culture in community. As Huntersville's Local Arts Agency, we support the cultural sector in delivering programming, completing projects, and creating work that enriches the cultural life of all Huntersville residents. Examples of needs met with ASC grants in recent years include: support for the Town of Huntersville's Parks & Recreation and Public Art Commission (including an $8,500 FY23 Cultural Vision Grant to support the Huntersville SculpTOUR, a new sculpture exhibition located in Holbrook Park along the downtown greenway, and $18,300 in Cultural Vision Grants for Hello Huntersville Music & Arts Festival and community interests), support for the North Mecklenburg Community Chorus ($36,300 in Cultural Vision Grants '18-'23 for engaging communities throughout the Lake Norman area and supporting production of digital choral workshops and live choral performances), $4,350 for MusicalMinds NC to promote social change in underserved youth through classical music, and the needs of four individual Huntersville-based creatives who received Artists Support Grants (ranging from $1000-$2000 each). Culture Blocks programming, designed to foster responsive cultural programs that are close to where residents live and planned with resident involvement, is curated specifically for each block based on the expressed interests of residents. In the North County Culture Block, encompassing Huntersville, Davidson, and Cornelius, we leverage County funding to support programming such as the Unplugged+Live Concerts at Huntersville Arts & Culture Center and Veteran's Park Amphitheatre, along with live music for community gatherings and introductory art classes. In FY23 to-date, ASC has invested $40,250 in Huntersville creatives to provide community programming through Culture Blocks. Lastly, between 2018 and 2021, ASC invested $388,731 in the Carolina Raptor Center through the Operating Support Grant program, along with $18,000 in capacity building grants to enhance CRC's operations and support professional development for their staff, and we continue to make support for organizations available including through a new ASC grant program introduced in FY23, Cultural Organization Support Grants, which allow local organizations to invest in capacity building opportunities that improve their organization’s management, develop audiences, strengthen fundraising and/or achieve operating efficiencies. Huntersville creatives, at both the individual and organizational level, need financial support and community resources, and Huntersville residents need opportunities to engage with one another in community that are relevant, accessible, equitable, and sustainable. Funding from the Town of Huntersville will support ASC's work to meet these needs.

If applicable, please described the target population that will be served with the requested funds:

The target populations served by ASC include two primary groups: the residents of Mecklenburg County, for whom we work to provide accessible, relevant cultural community programming; and the creatives (both individuals and organizations) of Mecklenburg, for whom we work to provide structured and meaningful support that builds their capacity to invest in their practice and to connect with and deliver programming to local residents.

How will the program or service for which funds are requested address the problem or identified need?

ASC identifies and addresses the needs of Huntersville residents through a number of avenues. For project grants, including Cultural Vision Grants (which build community or increase relevance or innovation) and Artist Support Grants, ASC assembles panels of community members that intentionally model geographic, race, gender, and discipline diversity. Throughout these processes, ASC staff members build relationships with community groups to raise awareness of funding opportunities, work closely with applicants to provide coaching and counsel, build grant writing capacity, and maximize community outcomes. ASC's Cultural Vision Grants program alone represents approximately a $300,000 investment that in turn leverages $1,667,815 in community resources. For Culture Blocks, Community Meals are a fixture of the program; ASC staff uses these meals as an opportunity to connect with residents in the Blocks and learn more about the types of cultural activity they hope to see in their community. In 2019, ASC expanded the Culture Blocks program to Cornelius, Davidson, and Huntersville with a community meal at the Ada Jenkins Center, informing the experiences then curated for the Block. In the spring of 2020, ASC formally sought resident input by conducting a Community Priorities Survey and Stakeholder Sessions in partnership with UNC Charlotte's Urban Institute. The report shared input collected through user-friendly tools and multiple platforms of engagement, including open houses at community-based venues, from over 1,900 residents reflecting a wide range of community voices (racial, ethnic, age, socioeconomic, geography, etc.). This process modeled how both new and existing supporters can come together to chart a course for the road ahead, and provided important feedback to support local cultural providers in more effectively responding to community needs and desires through their own programs and services. To further ensure that resident input plays an important role in ASC operations and the specific needs of each distinct geography are addressed in our work, ASC's Board of Directors has established representative geographic Advisory Councils (North/West, Central, and South/East) that are responsible and accountable for input, feedback, and recommendations that align with the needs of local communities. Representing the Town of Huntersville, we are grateful to have Crys Roeder and Lynn Cavanaugh helping ASC and the Town keep lines of communication open throughout the year in their role as North/West Advisory Council members. Ms. Roeder and Ms. Cavanaugh also both serve on Huntersville' Public Art Commission, and are playing an active role in building collaborative efforts between ASC and Huntersville's Parks and Recreation team as we strengthen our capacity to work together to meet the cultural support needs of Huntersville's community members.

How many Town residents will be directly impacted by the funds requested?

ASC serves diverse populations as we believe all residents of and visitors to Huntersville should have access to arts, science and history experiences. Driven by our commitment to cultural equity, we work to ensure arts, science and history program offerings are accessible, relevant and purposefully designed. To that end, we do not have a headcount of the number of residents that will be directly impacted. Rather, our aim is to serve all 61,000+ Huntersville residents by providing free, high quality cultural programming that is relevant, resident-informed, and available to all. In addition to community members impacted through Culture Blocks, several groups of residents will directly benefit from investment in ASC's work within the Town, including members and patrons of North Mecklenburg Community Chorus, Inc., residents enjoying the SculpTOUR, attendees of Hello Huntersville, and individual Huntersville artists and cultural organizations that receive professional development, capacity building, and grant funding through Artist Support Grants, Cultural Vision Grants, Fellowships, and/or the process of becoming Culture Blocks providers. Additionally, residents are served through ASC's Public Art program that relies on community engagement, as seen through the David B. Waymer Recreation Center project completed in 2019. Artist Michele Tejuola Turner held community meetings and one-on-one interviews with Pottstown residents to create "Community," a public artwork that pays tribute to the school and the generations of students it impacted by incorporating significant community members, symbols and structures, including cotton leaves, flowing water, antique desks and chairs, farmhouses and the school's Trojan mascot. As we seek to increase the visibility of ASC-funded opportunities within Huntersville, we expect to see the proportion of residents taking advantage of (and, in turn, being directly impacted by the funds requested) continue to increase.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

ASC works actively to understand the needs and wants of Huntersville residents in respect to arts, science, history, and heritage programming. Of the six Mecklenburg towns over the past six years, ASC has invested more direct dollars in Huntersville than in any other Mecklenburg town - yet, in the same four years, Huntersville's investment in ASC has dropped from $10,000 in FY18 to $5,000 in FY19 and zero dollars in funding for FY20, FY21, FY22, and FY23. We are eager to work with the Town to collaboratively and meaningfully serve Huntersville residents, including continuing to grow and invest in the relationship between ASC and Huntersville Parks & Recreation. Facing an increasing demand for grants, programming, and investment in Huntersville, ASC needs the support of the Town, Mayor, and Board of Commissioners to make effectively responding to that demand possible. If the Town of Huntersville continues to not approve any funding allocation for its Local Arts Agency, our capacity to serve Huntersville's residents and creatives will inevitably suffer.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

The Town of Huntersville, through your Parks & Recreation Department and Public Art Commission, has applied and been granted funding through Arts & Science Council in five of the last six fiscal years, supporting Hello Huntersville Music & Arts Festival, the recent SculpTOUR exhibition, and "to support and bring awareness to the Town of Huntersville community's interest in arts, science, history and heritage programming that strengthens communities and demonstrates innovative, relevant and transformative cultures." Additionally, ASC utilizes field expertise and resources, alongside sector, County, and City appointees, to evaluate and drive creation of Public Art. With Huntersville's clear shared interest in Public Art, ASC sees an opportunity for collaboration, coordination, and sharing of resources. ASC is working in FY23 and FY24 to strengthen our relationship with the Town, including through meetings for understanding with Manager Roberts in August of 2022 and Mayor Bales and Manager Roberts in February of 2023; increased engagement with and by our Huntersville-appointed Advisory Council members, and a series of conversations currently being planned by Ms. Roeder, Ms. Cavanaugh, and ASC's Government Relations Manager Beth Kingaby to strengthen our engagement with the Parks & Recreation team and Huntersville Commissioners. There is not an existing duplication of service; as the Local Arts Agency, ASC provides services, resources, and opportunities for Huntersville that we have the unique and necessary grantmaking and community engagement infrastructure to equitably and sustainably provide.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Krista Terrell

_____ **Date:3/2/2023**

Print Name: Krista Terrell
Print Title: President

PERFORMANCE MEASUREMENT

Organization Name: Arts & Science Council Charlotte-Mecklenburg, Inc.

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Number of Huntersville residents on ASC Advisory Councils	2	2	2	2	3
Number of Culture Blocks grantees providing programming for County residents	35	39	35	26 YTD	35
Culture Blocks dollars invested in Block 10	$50,000	$87,426.54	$55,000	In-Progress**	$60,000
Culture Blocks dollars invested in creatives residing in Huntersville to deliver funding across the county	$10,000	$9,503.60	$18,000	$40,250 YTD	$25,000

Service Outcomes

Please identify 3-4 measures to assess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Expand ASC-funded cultural activities offered for Huntersville residents, measured by upward/downward trend of available opportunities for cultural engagement	n/a*	n/a*	n/a*	Upward	Upward
Increase Huntersville-based cultural providers' awareness of ASC funding opportunities; measured by number of Culture Blocks provider applicants	n/a*	n/a*	n/a*	3	5
Increasing level of Huntersville residents' satisfaction with availability of cultural experiences near their home, measured through qualitative feedback from Advisory Council members	n/a*	n/a*	n/a*	Increasing	Increasing

* - No targets and/or actuals because ASC did not receive grant funding for these years

** - FY23 Culture Blocks program delivery has just begun and calculations of program delivery by Block are not yet available; we would be happy to share more complete data with the Town when we complete our next Culture Blocks report in May 2023.

BUDGET DETAILS

Organization Name: Arts & Science Council Charlotte-Mecklenburg, Inc.

Service / Program Budget

Revenue	FY 2022	FY 2023	FY 2024
County Funding	$ 2,898,358.00	$ 2,882,450.00	$ 2,667,500.00
City Funding	$ 2,645,436.00	$ 3,884,409.00	$ 975,000.00
Town of Huntersville Funding	$ -	$ -	$ 15,000.00
Other Municipality Funding	$ 75,000.00	$ 72,000.00	$ 105,000.00
United Way Funding	$ -	$ -	$ -
Federal and State Funding	$ 304,111.00	$ 940,213.00	$ 930,768.00
Local Contributions (Corporate, Foundations, Individual Donors)	$ 1,106,083.00	$ 1,158,000.00	$ 1,177,500.00
Program/Service Fees/Other fees	$ 1,176,884.00	$ 764,561.00	$ 529,904.00
Other (Please specify): ASC Endowment	$ (3,346,467.00)	$ 700,000.00	$ 803,000.00
Total Revenue	$ 4,859,405.00	$ 10,401,633.00	$ 7,203,672.00

Expenses	FY 2022	FY 2023	FY 2024
Salaries and Related Expenses	$ 1,385,193.18	$ 1,864,608.00	$ 1,149,549.00
Operating Expenses	$ 1,453,035.00	$ 1,827,808.00	$ 1,963,961.00
Capital Expenses			
Other (Please Specify): Subgrants and Artist Payments	$ 4,981,359.60	$ 6,715,218.00	$ 4,496,175.00
Total Expenses	$ 7,819,587.78	$ 10,407,634.00	$ 7,609,685.00

BAGS OF HOPE

Town of Huntersville
NORTH CAROLINA

Nonprofit Funding Request FY23-24

Name of Organization: Bags of Hope

Mission of Organization: Bags of Hope seeks to bring hope to the Lake Norman and the greater Charlotte area by supplying weekend food provisions to elementary, middle, and high school students who experience food insecurity.

Have you been awarded any ARPA funding? If so, list year, amount and source.

No.

Year	Amount	Source

Primary Contact Information Regarding Funding Request:

Name:	Nicole Fiehler
Email Address:	nicole@BagsofHopeLKN.com
Address	10308 Bailey Rd., Suite 413, Cornelius
Phone Number	704-488-3433

Executive Director Contact Information:

Name:	Ashley Nydish (Board President)
Email Address:	ashley@BagsofHopeLKN.com
Address	10308 Bailey Rd., Suite 413, Cornelius
Phone Number	704-577-2470

Total Amount of Funding Requested: $26,000

Will any of the requested funds be used to match other grants? If so, which grants? No.

Tax Exempt Status: (circle applicable status)

501(c)(3) 501(c)(7)
501(c)(4) 501(c)(8)
501(c)(5) 501(c)(9)

501(c)(6) Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Bags of Hope seeks to bring hope to the Lake Norman and greater Charlotte area by supplying weekend food provisions to students who experience food insecurity. North Carolina has the 8th highest rate of food insecurity in the nation – 1 in 5 children struggle with hunger. In Mecklenburg County, 17.8% of children live in food insecure homes. While students receive free/reduced school lunch, they may fail to find adequate nutrition at home. Our weekend bags provide a reliable source of food, helping children remain well-fed, well-rested, and ready to put their best effort into learning.

Bags of Hope currently serves 590 students in 29 schools, each weekend of the school year. Since early 2020, before the effects of Covid-19, the number of schools has increased 81% and the number of individual students served increased 60%, reflecting increased food insecurity during and since the pandemic. Annual support from individuals and grants from corporations and foundations, including the Town of Huntersville in 2022, since the Covid crisis has been critical to Bags of Hope, allowing us to sustain our backpack program and never having to turn away a student in need.

This year, a $26,000 grant from the Town of Huntersville would help provide food for 40 students, for the entire school year; the same amount of students supported through the town's funding last year. The nominal cost of a 1-year child sponsorship in our program is $650 (up from $500 in 2022 due to a dramatic increase in the cost of food). We would designate the entire amount of $26,000 to sponsor these 40 students for the school year (23% of total students served in Huntersville schools), providing 10,920 meals and 15,600 snack, fruit and vegetable items. These bags represent 12,480 pounds of food. Support from the Town of Huntersville alone would directly help eliminate weekend food insecurity for 40 students in Huntersville communities for the second year in a row.

If applicable, please described the target population that will be served with the requested funds:

Our target population are students in the low-moderate income category. As a baseline, most, if not all of the students we serve are recipients of free or reduced price lunch, eligibility determined by the Charlotte-Mecklenburg Schools system. Within this population, we rely on school counselors and social workers to evaluate students' home environments and identify children most impacted by food insecurity. We serve students in elementary, middle and high schools, with 50% of 590 students being in elementary school. We currently serve 29 schools in 3 counties, Mecklenburg, Iredell and Cabarrus.

26 schools in Mecklenburg County, 2 schools in Iredell County and 1 school in Cabarrus County. *See attached document for full list of schools and physical addresses.*

How will the program or service for which funds are requested address the problem or identified need?

Funds received from The Town of Huntersville will go directly to our weekend backpack program, allowing us to continue serving nearly 600 students every weekend of the school year. In addition to the weekend provisions, Bags of Hope also provides a larger bag of food over the extended breaks from school - Thanksgiving, Winter Break and Spring Break. These bags contain 21 meals, snacks and a $20 grocery gift card. Providing food for students experiencing food insecurity, is helping ensure children remain well-fed, well-rested, and ready to put their best effort into learning.

How many Town residents will be directly impacted by the funds requested?

Of the 29 schools we are serving, 11 are located in Huntersville. We also serve students at William A. Hough High School, where several Huntersville schools feed into. We are serving students at all CMS schools in Huntersville - elementary, middle and high schools - as well as a local Huntersville charter school, Bonnie Cone Classical Academy.

The total number of students currently being served at these 11 schools is 177. Each of these students receives a food bag from us each weekend of the school year, with additional larger bags and grocery gift cards to cover three extended breaks; Thanksgiving, Winter Break and Spring Break. A $26,000 grant from The Town of Huntersville would cover 40 of these students receiving food during one full school year.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

Without the support from the local community, through grants or other individual and corporate donations, Bags of Hope may not be able to continuing providing weekend food provisions to the students enrolled in our 2022-2023 program and may have to turn away new requests from students in need. A grant from the Town of Huntersville will not only allow us to continue our successful program and meet the increasing demand for our services, it will also be a meaningful partnership for Bags of Hope, since 31% of the students served attend schools in Huntersville.

Although our direct interaction with children and families is limited since we rely on school contacts to identify need and maintain contact with the parent/guardian, we do receive annual feedback through a survey conducted with clients and school contacts, affirming the difference our weekend food provisions are making for students and their families. Some sample data is below (50% of families participate in survey):

- 69% of families responded that they find it always or sometimes difficult to feed everyone in their household.
- 47% said the backpack food was the main source of weekend meals for their child.
- 88% said the amount of food received was just right for their child's needs.
- 90% said the backpack program helped them worry less about feeding their child.
- 67% said they had noticed improvement in their child's school performance since receiving the backpack.

Below is also a sampling of direct qoutes shared from families:

- "I am the custodial grandmother. Both of the children listed have been w/me for 6yrs. We became homeless back in 2021 and have been

living in a hotel for almost a year. I'm already working 3 jobs, plus my other financial responsibilities. I do NOT qualify for food stamps so the food items you provide have blessed us tremendously."(Grandmother)

- "The program has really been a blessing to our family. I have 6 children so it gets really tight at times. Your snacks and meals have helped us for lunch, dinner and snacks in between. We really appreciate to gift card as well. Thank you so much for helping us meet the needs of our children with good meals."(Parent)
- "My husband and I both lost our jobs during COVID and have struggled to find new jobs. We are both working again but at a much lower income, and with the rising cost of food and less income, Bags of Hope are helping make sure that we have enough basics so we can use our paychecks for bills." (Parent)
- "The existence of this organization is vital for the population I serve. I pray purposefully for it and the abundance of resources. " (School Social Worker)

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

Bags of Hope does not have any relationship to Town Departments related to the service we are providing for students with food insecurity. There is no duplication of service.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Nicole Fiehler Ashley Nydish **Date:** 3/2/23

Print Name: Nicole Fiehler Ashley Nydish

Print Title Program Coordinator Board President

PERFORMANCE MEASUREMENT

Organization Name: Bags of Hope

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Number of students receiving a weekend food bag	650	614	700	590	
Total number of food bags distributed	24300	16458	26300	4429	
Amount of giftcards distributed to students over the extended breaks from school - Thanksgiving, Winter Break and Spring Break	$40,500	$34,100	$42,000		
Food donations (in-kind)	$160,900	$165,903	$173,150		

Service Outcomes

Please identify 3-4 measures to asess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Successfully providing for current students enrolled in our program, every weekend of the school year (numbers represent individual students).	700	614	700	590	
Providing an extended break bag and grocery gift card to every student over the extended breaks from school - Thanksgiving, Winter Break and Spring Break (numbers represent total bag count).	2000	1705	2100		
50% participation in survey administered to parents of students enrolled in our program to receive feedback on how families are benefitting from our weekend food bags.	50%	50%	50%		

BUDGET DETAILS

Organization Name: Bags of Hope

Service / Program Budget

Revenue	FY 2022	FY 2023	FY 2024
County Funding	$0.00	$10,000.00	
Town of Huntersville Funding	$20,000.00	$20,000.00	
Other Municipality Funding	$0.00	$12,000.00	
United Way Funding	$0.00	$0.00	
Federal and State Funding	$0.00	$0.00	
Local Contributions (Individual, Corporate donations, foundation/charity grants)	$310,339.23	$313,000.00	
Program/Service Fees/Other fees	$0.00	$0.00	
Other (Please specify): In-kind donations	$165,902.50	$173,150.00	
Other (Please specify): Donated services	$500.00	$500.00	
Other (Please specify): Merchandise sales	$139.00	$0.00	
Total Revenue	$496,880.73	$528,650.00	

Expenses	FY 2022	FY 2023	FY 2024
Salaries and Related Expenses	$37,466.18	$43,397.00	
Operating Expenses	$45,621.07	$45,054.37	
Capital Expenses	$0.00	$0.00	
Other (Please Specify): Occupancy	$67,179.67	$46,600.00	
Other: Please specify: Food & Gift Card distribution	$286,941.93	$443,800.00	
Total Expenses	$437,208.85	$578,851.37	

Supporting documentation related to low/moderate income of clients served:

Twenty-six of the schools we currently serve are located in Mecklenburg County, North Carolina. Three additional schools are located in Iredell County, NC and Cabarrus County, NC. (See Figure 1.)

Qualified Opportunity Zones are defined by the Tax Cuts and Jobs Act of 2017 as census tracts comprised predominantly of low-income households. Five Qualified Opportunity Zones in Charlotte, NC are included in the zoning boundaries of the public schools we serve (census tracts 37119004100, 37119004500, 37119004600, 37119004700, and 37119004800). Charter school students are not geographically restricted and may live in other opportunity zones in Charlotte. For example, KIPP School which serves primarily low-income students, is located adjacent to Zone 37119005306 and within 3 miles of Zones 37119005100, 37119005200, 37119005301, 37119005305, 37119001606, 37119001702, and 37119001607.

Furthermore, the Charlotte-Mecklenburg School System (CMS) has categorized census block groups in Mecklenburg county as being populated on average with individuals of low, medium, or high socioeconomic status (delegating a third of the population into each category). Of the 76 census block groups included in our schools' catchment areas, 23 are designated as low socioeconomic status, and 21 are designated as medium socioeconomic status. (See Figure 2.) Nine of our schools have disproportionate representation by families of low to medium socioeconomic status; three are comprised of more than 99% low to medium socioeconomic status students (2021 data). (See Figure 3; Niner University is a 4th school in this category but data is not available since it is a lab school).

However, even in school districts (or charter schools) with the most favorable socioeconomic demographics, some students fall into the lowest category and suffer from food insecurity. At each of our schools, we seek to identify these children most in need. We do so through the recommendations of school counselors (and social workers, if available). All the children we serve qualify for free and reduced-cost lunch programs, and further determinations are made based on individual factors. Some of our clients experience the additional hardship of homelessness and receive assistance under the McKinney-Vento Homeless Assistance Act, including nearly 10 students served at Niner University, a lab school supported by UNCC that we started serving in the fall of 2021.

While our food receiving, storage, packing, and central distribution activities take place at our warehouse, final distribution of individual bags to students occurs at each school. Site listings are included below. (See Figure 4.)

Figure 1.
Bags of Hope locations. The yellow dot linked to Bags of Hope logo indicates the site of operations (warehouse). The orange dots indicate the schools to which we deliver food (3 newest schools not shown on the map – First Ward Creative Arts Academy- Charlotte, 28202, Queen City STEM- Charlotte, 28262 and Reid Park Elementary- Charlotte, 28208).

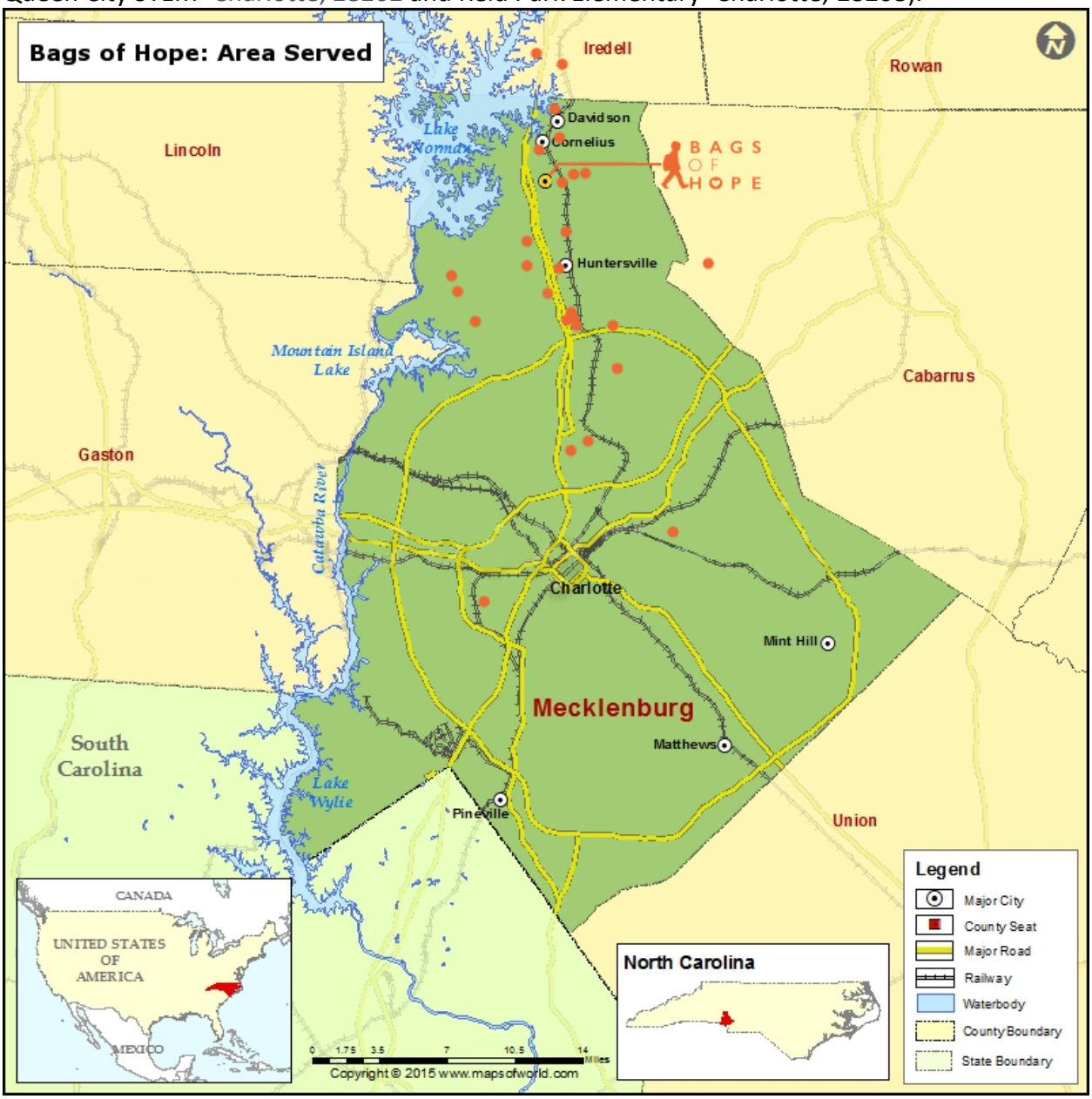


Figure 2.
Bags of Hope area served overlaid on CMS Socioeconomic Status (SES) census block group map. The area bounded in orange and shaded represents the outer boundaries of the CMS school zones of the schools we serve. Yellow and light green coloration indicates zones of low and medium socioeconomic status, respectively. The Bags of Hope warehouse location is indicated by the logo.

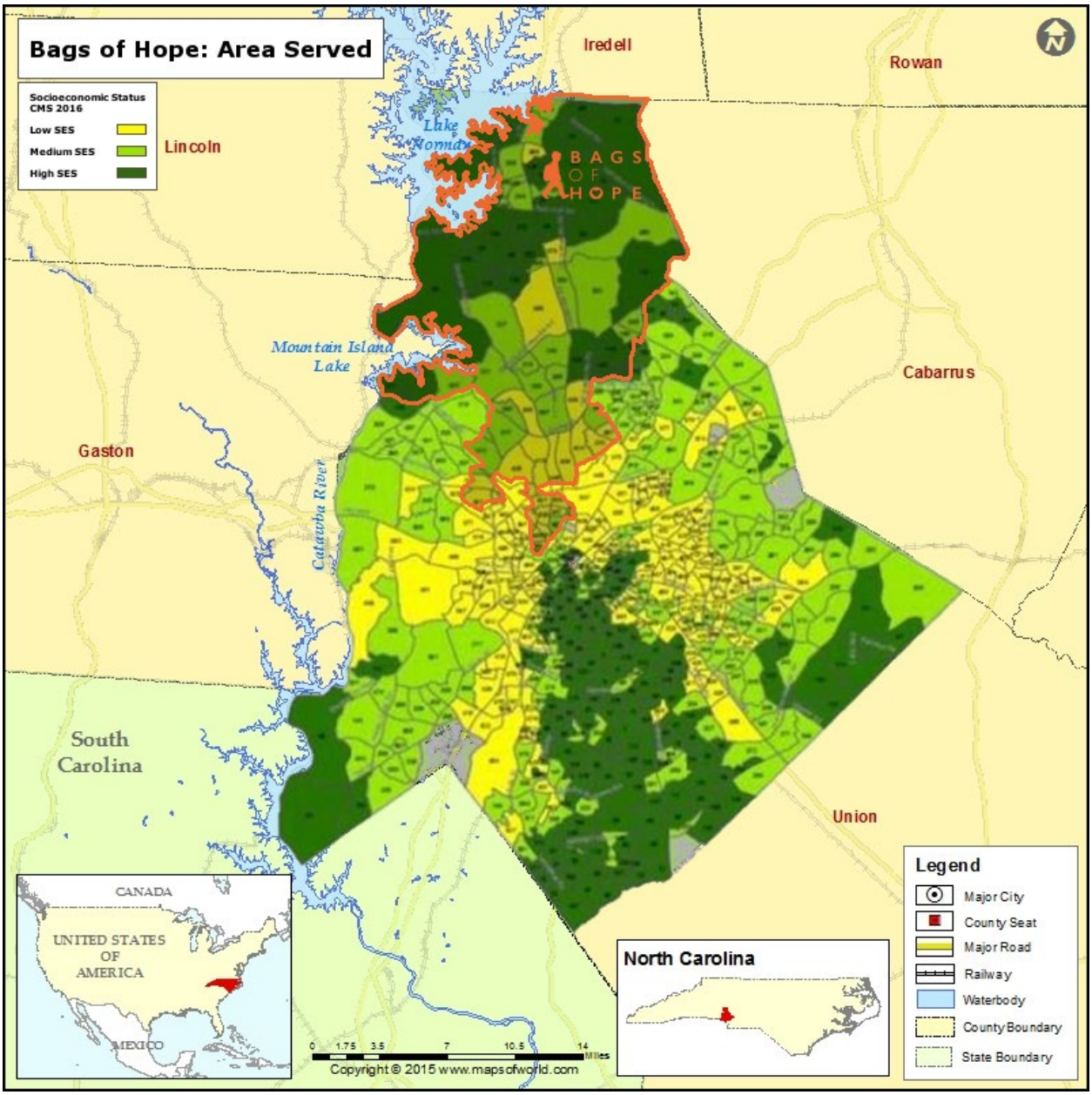


Figure 3.
Socioeconomic demographics of Charlotte-Mecklenburg system schools currently served by Bags of Hope (2022 data). Numbers represent students within a given school who live in a census block group designated by the indicated socioeconomic status (SES). Charter schools are not included, as these schools are not limited to geographic zones.

School	Low SES		Medium SES		High SES	
Alexander MS	256	27.00%	477	50.32%	212	22.36%
Bailey MS	135	9.33%	411	28.40%	900	62.20%
Barnette ES	34	4.76%	152	21.26%	526	73.57%
Blythe ES	184	21.10%	533	61.12%	152	17.43%
Bradley MS	119	10.67%	451	40.45%	541	48.52%
Cornelius ES	106	18.24%	150	25.82%	322	55.42%
Croft ES	35	7.90%	114	25.73%	292	65.91%
Davidson K-8 ES/MS	1	0.11%	154	17.19%	728	81.25%
First Ward Creative Arts Academy	262	52.61%	182	36.55%	50	10.04%
Grand Oak ES	4	0.84%	25	5.24%	445	93.29%
Hopewell HS	217	12.13%	914	51.09%	655	36.61%
Huntersville ES	162	22.19%	152	20.82%	416	56.99%
North Meck HS	763	34.78%	995	45.35%	430	19.60%
Ranson MS	667	67.65%	317	32.15%	1	0.10%
Reid Park ES	276	87.62%	39	12.38%	0	0%
Torrence Creek ES	216	29.39%	113	15.37%	402	54.69%
WA Hough HS	174	6.98%	587	23.56%	1725	69.22%
Winding Springs ES	497	69.03%	217	30.14%	2	0.28%

Figure 4.
List of Bags of Hope sites with addresses, including warehouse and 29 schools we are serving.

Bags of Hope Warehouse	10308 Bailey Road, Suite 413, Cornelius, NC 28031
Bailey Road Middle School	11900 Bailey Rd, Cornelius, NC 28031
Barnette Elementary School	12202 Hambright Road, Huntersville, NC 28078
Blythe Elementary School	12202 Hambright Rd, Huntersville, NC 28078
Bonnie Cone Classical Academy	10700 Asbury Chapel Rd, Huntersville, NC 28078
Bradley Middle School	13345 Beatties Ford Rd, Huntersville, NC 28078
Carolina International School	9545 Poplar Tent Rd., Concord, NC 28027
Community School of Davidson	404 Armour St, Davidson, NC 28036
Cornelius Elementary School	21126 Catawba Ave, Cornelius, NC 28031
Croft Elementary School	4911 Hucks Rd., Charlotte, NC 28269
Davidson K-8 School	635 South St, Davidson, NC 28036
First Ward Creative Arts Academy	715 N Caldwell St, Charlotte, NC 28202
Grand Oak Elementary School	15410 Stumptown Rd, Huntersville, NC 28078
Hopewell High School	11530 Beatties Ford Rd, Huntersville, NC 28078
Huntersville Elementary School	200 Gilead Rd, Huntersville, NC 28078
J.M. Alexander Middle School	12010 Hambright Rd, Huntersville, NC 28078
KIPP Academy	5431 Hickory Grove Road, Charlotte, NC 28215
Lakeside Charter School	17609 Old Statesville Rd, Cornelius, NC 28031
Langtree Charter School	154 Foundation Ct, Mooresville, NC 28117
Niner University	2414 Lester St., Charlotte, NC 28208
North Academy of World Languages	12201 Hambright Rd., Huntersville, NC 28078
North Mecklenburg High School	11201 Old Statesville Rd, Huntersville, NC 28078
Phoenix Montessori	17609 Old Statesville Rd., Charlotte, NC 28031
Pine Lake Preparatory	104 Yellow Wood Cir, Mooresville, NC 28115
Queen City STEM	8701 Mallard Creek Rd, Charlotte, NC 28262
Ranson Middle School	5850 Statesville Rd, Charlotte, NC 28269
Reid Park Elementary School	4108 W Tyvola Rd, Charlotte, NC 28208
Torrence Creek Elementary School	14550 Ranson Rd, Huntersville, NC 28078
WA Hough High School	12420 Bailey Rd, Cornelius, NC 28031
Winding Springs Elementary School	6601 Horace Mann Rd, Charlotte, NC 28269

CATERPILLAR MINISTRIES

Town of Huntersville
NORTH CAROLINA

Nonprofit Funding Request FY23-24

Name of Organization Caterpillar Ministries

Mission of Organization:

To share the love of Jesus and help the families of Huntington Green become all that God created them to be.

Primary Contact Information Regarding Funding Request:

Name:	Sarah Fortner
Email Address:	sarah@caterpillarministries.org
Address	PO Box 2155, Huntersville
Phone Number	704-517-7764

Executive Director Contact Information:

Name:	Sarah Fortner
Email Address:	sarah@caterpillarministries.org
Address	PO Box 2155, Huntersville
Phone Number	704-517-7764

Total Amount of Funding Requested: $30,000.00

Will any of the requested funds be used to match other grants? If so, which grants? No

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

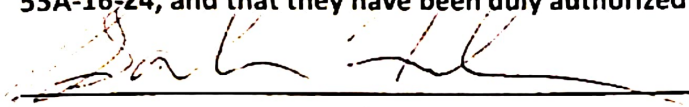
The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:
See attached Word Document
If applicable, please described the target population that will be served with the requested funds:
See attached Word Document
How will the program or service for which funds are requested address the problem or identified need?
See attached Word Document
How many Town residents will be directly impacted by the funds requested?
See attached Word Document
Describe the impact on your organization, clients, service or program if the requested funding is not approved?
See attached Word Document

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?
See attached Word Document

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.



Date: 3/2/2023

Print Name: **Sarah Fortner**
Print Title **Executive Director**

Please identify the program or service for which funding is requested, and describe the problem or need your organization will address with the requested fund:

Huntington Green (HG) is comprised of roughly 2,200 people in 350 mobile homes in Huntersville, NC. The HG Community is approximately 85% Hispanic, 10% White, and 5% Black. Immigrant families represent 95% of the Hispanic population, with the majority non English speaking. In all demographics there is a profound lack of education with many unable to read or write. Many in the Hispanic population only received up to a 6th grade education in their native countries and also face the challenge of the language barrier. The inability to read, lack of education and the language barrier leave most adults in HG with little ability to dream or set life goals for themselves or for others in their families. Adults who can't read or write find it impossible to help their children with language, reading and writing skills acquisition, contributing to generational poverty.

Funding from the Town of Huntersville will allow Caterpillar to remove the language and educational barriers by providing a robust Academic program for adults in the HG community. In addition to ESL programs, Caterpillar will offer high quality adult focused reading programs, job application and skills training, and computer literacy classes.

If applicable, please describe the target population that will be served with the requested funds:

Adults, over the age of 18, in the HG community who are limited in their ability to read and write, those who do not have a high school diploma or GED or who don't speak English. In addition, Caterpillar will offer training classes for those who are underemployed or looking to find or further their career path.

How long will the program or service for which funds are requested address the problem or identified need?

The funds requested will support programming for the 2023 year.

How many town residents will be directly impacted by the funds requested?

Funding for Caterpillar Ministries Language and Literacy Program Initiative will directly impact two hundred and sixty families in the Huntington Green Community. Beyond the adults who will gain greater language and literacy acquisition and their children who will be better supported by parents who can support their academic, college and career planning, countless town residents in Huntersville will be impacted as the adults served will have the tools and resources to contribute socially, economically and civically.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

If these much needed programs are not provided we will see adults who continue to lack the education which is, in part, contributing to increased homelessness, the need for free or reduced

cost services and underemployed individuals. In addition, the children in homes where parents lack the ability to read and write proficiently, can't speak English or don't have career or computer skills will, in turn, not be able to receive the academic, social, emotional or career planning support needed to end the pattern of poverty.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of services?

Caterpillar Ministries has an ongoing relationship with the Police Department, Waste Connections, and Park and Rec. We have partnered with these organizations for several outreach events in Huntington Green. We communicate upcoming Town of Huntersville events to our families, whether both in and outside of the neighborhood. Waste Connections has helped distribute bikes to our preschoolers. We also have worked with the Fire Department when there have been emergencies in Huntington Green, assisting with communication/translation for the non-English speaking families. Partnering with the Town of Huntersville is mutually beneficial in many ways, and we do not want to duplicate efforts. When the Parks and Rec hosted the Turkey Day event in November we supported the event with arts, crafts, food bags and more. Finally, the children we serve enjoy the interaction with police officers; this relationship did not exist years ago. We always want to foster respect for the Police Department (as upholders of health and safety) within the neighborhood. Caterpillar strives to support and promote (through word of mouth, print material and social media) programs the Town is offering to all its residents.

CATERPILLAR MINISTRIES
BALANCE SHEET
DECEMBER 31, 2022

ASSETS	**12-31-2022**	**12-31-2021**	**CHANGE**
Cash - Checking	44,397	147,045	-102,648
Cash - Savings	54,608	133,404	-78,796
Total Cash	99,005	280,449	-181,444
Vehicles	59,155	59,155	0
Accumulated Depreciation	-78,839	-52,886	-25,953
Land	20,734	20,734	0
Buildings	195,736	26,193	169,543
Total Fixed Assets	196,786	53,196	143,590
TOTAL ASSETS	**295,791**	**333,645**	**-37,854**
LIABILITIES			
Medicare Taxes	0	0	0
Social Security Taxes	0	0	0
Federal Withholding	0	0	0
State Withholding	0	0	0
Accounts Pa6able	0	0	0
TOTAL LIABILITIES	**0**	**0**	**0**
EQUITY			
Retained Earnings	333,645	241,343	92,302
Net Income	-37,854	92,302	-130,156
TOTAL EQUITY	**295,791**	**333,645**	**-37,854**
TOTAL LIABILITIES & EQUITY	**295,791**	**333,645**	**-37,854**

CATERPILLAR MINISTRIES
INCOME STATEMENT
DECEMBER 31, 2022

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	REMAINING BUDGET
			INCOME:					
8,228	10,765	-2,537	CHURCH DONATIONS	84,608	70,000	14,608	70,000	14,608
0	2,500	-2,500	COVID EMERGENCY FUND	2,100	30,000	-27,900	30,000	-27,900
30,000	2,500	27,500	GRANTS	33,260	30,000	3,260	30,000	3,260
790	815	-25	HOUSING MINISTRY	10,414	10,000	414	10,000	414
28,302	27,650	652	INDIVIDUAL DONATIONS	157,411	180,000	-22,589	180,000	-22,589
168	5	163	INTEREST INCOME	1,205	100	1,105	100	1,105
24,132	2,500	21,632	OTHER BUSINESS	81,590	30,000	51,590	30,000	51,590
0	0	0	SUMMER CAMPERSHIPS	7,086	10,200	-3,114	10,200	-3,114
91,620	**46,735**	**44,885**	**TOTAL INCOME**	**377,674**	**360,300**	**17,374**	**360,300**	**17,374**
			ADMINISTRATIVE:					
454	240	-214	BANK FEES	2,206	2,000	-206	2,000	-206
0	0	0	COVID SUPPLIES	345	0	-345	0	-345
25,953	25,953	0	DEPRECIATION	25,953	25,953	0	25,953	0
359	400	41	HEALTH INSURANCE	3,949	5,000	1,051	5,000	1,051
300	100	-200	HONORARIUMS	300	1,000	700	1,000	700
4,000	0	-4,000	LEGAL & AUDIT	4,375	0	-4,375	0	-4,375
0	824	824	LIABILITY INSURANCE	3,664	3,296	-368	3,296	-368
0	0	0	MEMBERSHIPS	120	0	-120	0	-120
0	100	100	OFFICE EQUIPMENT	356	1,000	644	1,000	644
183	250	67	OFFICE SUPPLIES	300	3,000	2,700	3,000	2,700
85	80	-5	QUICK BOOKS	1,105	960	-145	960	-145
0	192	192	WORKERS COMPENSATION	609	768	159	768	159
31,334	**28,139**	-3,195	**SUB-TOTAL**	**43,282**	**42,977**	**-305**	**42,977**	**-305**
			ADULT MINISTRY:					
3,844	**174**	**-3,670**	**SUPPLIES/FIELD TRIPS**	**17,080**	**2,000**	**-15,080**	**2,000**	**-15,080**
322	**380**	**58**	**BENEVOLENCE:**	**8,479**	**5,000**	**-3,479**	**5,000**	**-3,479**
0	**174**	**174**	**COLLEGE SCHOLORSHIPS**	**1,571**	**2,000**	**429**	**2,000**	**429**

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	REMAINING BUDGET
3,005	**500**	**-2,505**	**COUNSELING FEES**	**12,402**	**6,000**	**-6,402**	**6,000**	**-6,402**
			ELEMENTARY MINISTRY:					
0	500	500	**KID'S CLUB**	3,004	6,000	2,996	6,000	2,996
0	250	250	**SCHOOL SUPPLIES**	80	3,000	2,920	3,000	2,920
0	**750**	**750**	**SUB-TOTAL**	**3,084**	**9,000**	**5,916**	**9,000**	**5,916**
			FACILITIES					
90	100	10	CLEANING	1,060	1,000	-60	1,000	-60
202	200	-2	ELECTRICITY	1,924	2,200	276	2,200	276
149	250	101	MAINTENANCE	7,977	3,000	-4,977	3,000	-4,977
450	1,000	550	RENT	10,110	12,000	1,890	12,000	1,890
219	50	-169	SECURITY	863	700	-163	700	-163
53	50	-3	WATER	541	500	-41	500	-41
1,163	**1,650**	**487**	**SUB-TOTAL**	**22,475**	**19,400**	**-3,075**	**19,400**	**-3,075**
			FUNDRAISING/MARKETING					
1,224	750	-474	CONSULTING	11,301	9,000	-2,301	9,000	-2,301
180	50	-130	POSTAGE	978	700	-278	700	-278
3,786	125	-3,661	PRINTING/PUBLICATIONS	16,015	1,500	-14,515	1,500	-14,515
5,190	**925**	**-4,265**	**SUB-TOTAL**	**28,294**	**11,200**	**-17,094**	**11,200**	**-17,094**
			HOUSING MINISTRY					
1,980	2,500	520	COVID EXPENSE	37,688	30,000	-7,688	30,000	-7,688
0	185	185	MAINTENANCE	1,496	2,000	504	2,000	504
0	0	0	PROPERTY TAXES	1,192	850	-342	850	-342
1,863	1,500	-363	RENT	17,117	18,000	883	18,000	883
33	0	-33	UTILITIES	513	0	-513	0	-513
3,876	**4,185**	**309**	**SUB=TOTAL**	**58,006**	**50,850**	**-7,156**	**50,850**	**-7,156**
20,574	**16,535**	**-4,039**	**PAYROLL EXPENSES**	**147,136**	**198,420**	**51,284**	**198,420**	**51,284**
			PRESCHOOL					
104	100	-4	SUPPLIES/FIELD TRIPS	664	100	-564	100	-564

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	REMAINING BUDGET
515	280	-235	LAESCUELITA SCHOLORSHIPS	3,215	2,400	-815	2,400	-815
0	145	145	TRANSPORTATION	762	1,200	438	1,200	438
619	**525**	**-94**	**SUB-TOTAL**	**4,641**	**3,700**	**-941**	**3,700**	**-941**
87	**150**	**63**	**SPECIAL EVENTS**	**3,348**	**1,800**	**-1,548**	**1,800**	**-1,548**
174	**600**	**426**	**STAFF. DEVELOP. & APPRECIATION**	**4,107**	**5,000**	**893**	**5,000**	**893**
			SUMMER CAMPS					
0	0	0	FIELD TRIPS/ CAMP FEES	10,550	1,900	-8,650	1,900	-8,650
0	0	0	SUPPLIES	4,482	3,500	-982	3,500	-982
200	0	-200	SUMMER INTERNS	12,466	6,000	-6,466	6,000	-6,466
200	**0**	**-200**	**SUB-TOTAL**	**27,498**	**11,400**	**-16,098**	**11,400**	**-16,098**
703	**500**	**-203**	**TECHNOLOGY**	**16,777**	**6,000**	**-10,777**	**6,000**	**-10,777**
			TRANSPORTATION					
79	120	41	GAS	1,246	1,000	-246	1,000	-246
14	120	106	MAINTENANCE	776	1,000	224	1,000	224
0	10	10	REGISTRATION FEES	223	200	-23	200	-23
0	950	950	VAN INSURANCE	4,120	3,800	-320	3,800	-320
93	**1,200**	**1,107**	**SUB-TOTAL**	**6,365**	**6,000**	**-365**	**6,000**	**-365**
207	**300**	**93**	**TUTORING**	**6,666**	**8,000**	**1,334**	**8,000**	**1,334**
			VOLUNTEER EXPENSES					
440	50	-390	BACKGROUND CHECKS	2,192	700	-1,492	700	-1,492
0	60	60	VOLUNTEER APPRECIATION	620	500	-120	500	-120
440	**110**	**-330**	**SUB-TOTAL**	**2,812**	**1,200**	**-1,612**	**1,200**	**-1,612**
181	**190**	**9**	**YOUTH MINISTRY**	**1,505**	**2,500**	**995**	**2,500**	**995**
72,012	**56,987**	**-15,025**	**TOTAL EXPENSE**	**415,528**	**392,447**	**-23,081**	**392,447**	**-23,081**
19,608	**-10,252**	**29,860**	**NET INCOME**	**-37,854**	**-32,147**	**-5,707**		

CATERPILLAR MINISTRIES
BALANCE SHEET
FEBRUARY 28, 2023

ASSETS	**02-28-2023**	**12-31-2022**	**CHANGE**
Cash - Checking	15,782	44,397	-28,615
Cash - Savings	54,968	54,608	360
Total Cash	70,750	99,005	-28,255
Vehicles	59,155	59,155	0
Accumulated Depreciation	-78,839	-78,839	0
Land	20,734	20,734	0
Buildings	195,736	195,736	0
Total Fixed Assets	196,786	196,786	0
TOTAL ASSETS	**267,536**	**295,791**	**-28,255**
LIABILITIES			
Medicare Taxes	0	0	0
Social Security Taxes	0	0	0
Federal Withholding	0	0	0
State Withholding	180	0	180
Accounts Pa6able	0	0	0
TOTAL LIABILITIES	**180**	**0**	**180**
EQUITY			
Retained Earnings	295,791	333,645	-37,854
Net Income	-28,435	-37,854	9,419
TOTAL EQUITY	**267,356**	**295,791**	**-28,435**
TOTAL LIABILITIES & EQUITY	**267,536**	**295,791**	**-28,255**

CATERPILLAR MINISTRIES
INCOME STATEMENT
FEBRUARY 28, 2023

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	PRIOR Y.T.D. ACTUAL
			INCOME:					
4,279	7,000	-2,721	CHURCH DONATIONS	10,609	14,000	-3,391	85,000	8,756
6,250	6,250	0	GRANTS	12,500	12,500	0	75,000	10
850	550	300	HOUSING MINISTRY	1,400	1,100	300	6,600	1,626
5,777	13,000	-7,223	INDIVIDUAL DONATIONS	14,180	26,000	-11,820	180,000	38,984
176	150	26	INTEREST INCOME	359	300	59	1,800	2
215	5,000	-4,785	OTHER BUSINESS	6,945	10,000	-3,055	60,000	14,536
0	0	0	SUMMER CAMPERSHIPS	0	0	0	7,600	0
17,547	**31,950**	**-14,403**	**TOTAL INCOME**	**45,993**	**63,900**	**-17,907**	**416,000**	**63,914**
			ADMINISTRATIVE:					
108	165	57	BANK FEES	324	330	6	2,000	227
359	360	1	HEALTH INSURANCE	793	720	-73	4,300	359
0	0	0	LEGAL & AUDIT	0	0	0	4,500	0
0	0	0	LIABILITY INSURANCE	927	0	-927	3,340	845
0	25	25	MEMBERSHIPS	250	50	-200	300	0
-101	40	141	OFFICE SUPPLIES	679	80	-599	500	356
85	80	-5	QUICK BOOKS	170	160	-10	960	280
0	0	0	WORKERS COMPENSATION	188	0	-188	738	195
451	**670**	**219**	**SUB-TOTAL**	**3,331**	**1,340**	**-1,991**	**16,638**	**2,262**
			ADULT MINISTRY:					
1,683	1,800	117	ADULTS/ESTELLA	3,051	3,600	549	21,588	85
0	85	85	CLASSES	0	170	170	1,000	0
0	935	935	ESL	600	1,870	1,270	11,250	0
0	80	80	EVENTS	40	160	120	1,000	0
1,683	**2,900**	**1,217**	**SUB-TOTAL**	**3,691**	**5,800**	**2,109**	**34,838**	**85**
1,320	**1,250**	**-70**	**COUNSELING FEES**	**3,310**	**2,500**	**-810**	**15,000**	**150**
			CRISIS CARE					
4,501	1,250	-3,251	RENT ASSISTANCE	7,027	2,500	-4,527	15,000	13,626

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	PRIOR Y.T.D. ACTUAL
0	125	125	MAINTENANCE	0	250	250	1,500	26
-32	0	32	PROPERTY TAXES	-32	0	32	1,700	0
1,605	1,500	-105	RENT	3,541	3,000	-541	18,000	1,540
0	40	40	TRANSPORTATION	0	80	80	500	0
-47	420	467	UTILITIES	108	840	732	5,000	231
6,027	**3,335**	**-2,692**	**SUB=TOTAL**	**10,644**	**6,670**	**-3,974**	**41,700**	**15,423**
			ELEMENTARY MINISTRY:					
0	165	165	ACADEMIC ENRICHMENT	0	330	330	2,000	336
0	120	120	FAITH FORMATION	0	240	240	1,440	0
0	40	40	EVENTS/FIELD TRIPS	0	80	80	500	0
307	800	493	TUTORING	1,643	1,600	-43	9,600	304
307	**1,125**	**818**	**SUB-TOTAL**	**1,643**	**2,250**	**607**	**13,540**	**640**
			FACILITIES					
40	345	305	CLEANING	240	690	450	4,160	0
321	165	-156	ELECTRICITY	732	330	-402	2,000	378
2,128	165	-1,963	MAINTENANCE	2,318	330	-1,988	2,000	2,529
0	0	0	PROPERTY TAXES	166	0	-166	500	0
450	275	-175	RENT	900	550	-350	3,300	1,600
100	59	-41	SECURITY	172	118	-54	705	117
42	40	-2	WATER	99	80	-19	500	59
3,081	**1,049**	**-2,032**	**SUB-TOTAL**	**4,627**	**2,098**	**-2,529**	**13,165**	**4,683**
			FUNDRAISING/MARKETING					
2,748	1,750	-998	CONSULTING	5,208	3,500	-1,708	21,000	1,062
63	80	17	POSTAGE	243	160	-83	1,000	116
117	430	313	PRINTING/PUBLICATIONS	430	860	430	5,200	955
2,928	**2,260**	**-668**	**SUB-TOTAL**	**5,881**	**4,520**	**-1,361**	**27,200**	**2,133**
			PRESCHOOL					
33	40	7	SUPPLIES	33	80	47	500	0
475	1,200	725	LAESCUELITA SCHOLORSHIPS	1,000	2,400	1,400	10,800	350
0	40		EVENTS/FIELD TRIPS	0	80	80	500	109
0	40	40	TRANSPORTATION	0	80	80	500	252

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	PRIOR Y.T.D. ACTUAL
508	**1,320**	**772**	**SUB-TOTAL**	**1,033**	**2,640**	**1,607**	**12,300**	**711**
15,531	**15,540**	**9**	**SALARIES**	**29,064**	**31,080**	**2,016**	**186,500**	**15,662**
230	**380**	**150**	**STAFF. DEVELOP. & APPRECIATION**	**278**	**760**	**482**	**4,600**	**745**
			SUMMER CAMPS					
0	0	0	FIELD TRIPS	0	0	0	3,000	0
0	0	0	SCHOLARSHIPS	0	0	0	2,000	0
0	0	0	EVENTS/RETREAT	0	0	0	3,000	0
0	0	0	SUPPLIES	0	0	0	2,000	0
0	0	0	SUMMER INTERNS	0	0	0	6,750	0
0	**0**	**0**	**SUB-TOTAL**	**0**	**0**	**0**	**16,750**	**0**
5,180	**1,085**	**-4,095**	**TECHNOLOGY**	**5,587**	**2,170**	**-3,417**	**13,000**	**591**
			TRANSPORTATION					
111	100	-11	GAS	260	200	-60	1,200	87
0	0	0	INSURANCE	1,016	0	-1,016	3,800	920
2,658	80	-2,578	MAINTENANCE	2,657	160	-2,497	1,000	2
0	20	20	REGISTRATION FEE	0	40	40	200	0
2,769	**200**	**-2,569**	**SUB-TOTAL**	**3,933**	**400**	**-3,533**	**6,200**	**1,009**
			VOLUNTEER EXPENSES					
322	200	-122	BACKGROUND CHECKS	539	400	-139	2,500	303
110	80	-30	VOLUNTEER APPRECIATION	223	160	-63	1,000	169
432	**280**	**-152**	**SUB-TOTAL**	**762**	**560**	**-202**	**3,500**	**472**
			YOUTH MINISTRY					
37	80	43	ADADEMIC ENRICHMENT	94	160	66	1,000	23
550	135	-415	FAITH FORMATION	550	270	-280	1,600	0
0	420	420	MY PATH	0	840	840	5,000	260
0	170	170	SPECIAL EVENTS	0	340	340	2,000	0
587	**805**	**218**	**SUB-TOTAL**	**644**	**1,610**	**966**	**9,600**	**283**

CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	VARIANCE	CATEGORY	Y.T.D. ACTUAL	Y.T.D. BUDGET	VARIANCE	ANNUAL BUDGET	PRIOR Y.T.D. ACTUAL
41,034	32,199	-8,875	TOTAL EXPENSE	74,428	64,398	-10,030	414,531	44,849
-23,487	-249	-23,238	NET INCOME	-28,435	-498	-27,937	1,469	19,065

HOPE HOUSE

HOPE HOUSE FOUNDATION
Town of Huntersville Request for Funding

2024

Primary Contact Information Regarding Funding	**Executive Director Contact Information:**
Request: Name: Janice Hinton	Name: Debbie O'Handley
Email Address: jhinton@hopehousefoundation.org	Email Address: dohandley@hopehousefoundation.org
Address 15604 Northcross Dr. 28078	Address 15604 Northcross Dr. 28078
Phone Number 704-604-0232	Phone Number 203-240-9632

Total Amount of Funding Requested: $20,000

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

MISSION

The mission of the Hope House Foundation is to provide transitional housing and supportive services to women and children who are experiencing homelessness in the Lake Norman area in order for them to procure long-term housing and self-sufficiency.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

The Hope House Foundation (HHF) is an innovative and proven solution to some of the communities' toughest problems, successfully helping homeless women and children achieve housing stability and procure economic security and self-sufficiency. HHF was created to meet the vision to serve as a catalyst for social change to end homelessness by providing and expanding transitional housing and supportive services. HHF provides a stable living environment and wrap-around services which are essential in addressing the root cause of homelessness. Utilizing a 2-Gen and teaching model, services incorporate the whole family, focusing on housing, mental and physical health, education, employment, financial literacy and social capital.

Pre-Covid, affordable housing and homelessness was on the forefront of conversations. According to the Charlotte Mecklenburg Opportunity Task Force Report in 2019, housing prices were rising while wages remained low, causing families to move often and, at times, to unsafe environments. Meck. Co. had a deficit of around 34,000 affordable housing units for people earning 60% or more below of the Area Median Income (AMI.) Covid-19 impacted everyone, however hardest hit has been those who were already economically insecure. The number of people experiencing homeless increased by 55% between 6.2020 and 6.2021. Throughout 2022, Covid-19 remained the largest problem for our economy and continues to unmask problems that already existed. As of 9.30.22, there were 3,128 homeless individuals in Meck. Co. According to data from the National Low Income Housing Coalition, Charlotte is facing a shortage of 45,130 units for extremely low-income renters. As you can see, affordable housing was a previous concern, the pandemic just exposed additional housing difficulties that now need to be addressed by the community.

HHF incorporates a teaching model strength-based approach of steps designed for clients to take on additional expectations and responsibility, decision making opportunities and prepares clients for success. Through our wrap around services, clients enhance their life, financial and employment skills. Initially, clients seek housing to address their immediate crisis. For them to achieve long term housing, self-sufficiency, and economic stability, the issues that caused the initial crisis must be addressed through a well-organized integration of services. HHF 4 program models are located in different areas of Meck. Co. Homes owned by the HHF include our Transitional, community living house, Progressive, individual teaching family cottages located on HHF premises and Stability, individual family homes located in scattered sites throughout the community. In 2023, we will be serving At-Risks families (those at-risk of becoming homeless) that rent homes throughout Meck. Co. owned by landlords.

If applicable, please described the target population that will be served with the requested funds:

HHF serves unaccompanied women or women with children who are experiencing housing instability. Services are provided to those residing in Mecklenburg County. Our clients live at or below 300% of the federal poverty level. Historically, the general profile of the population at Hope House is a single woman in her late 20's with two children under the age of ten. Historically, 85 percent of the population we serve are black/brown, 10 percent Hispanic and 5 percent white. Homelessness is accompanied with challenges & barriers. For women these disadvantages supersede those of men. They are predominantly vulnerable to victimization, sexual assault & physical violence. Barriers to employment including securing childcare, lack of work experience, gender bias make finding & keeping a job close to impossible, therefore making escaping homelessness even more impossible. Homeless women also face a number of physical & mental health challenges. 75% struggle with mental disorders such as anxiety, depression & schizophrenia. Prior to admission into the HHF program, our clients where experiencing some fashion of homelessness. Some were living on the streets, in their cars, hotels or couch surfing. Upon arrival, clients are eligible for government benefits such as free/reduced lunch, Medicaid, food stamps, childcare vouchers, and such.

How will the program or service for which funds are requested address the problem or identified need?

Funding from the Town of Huntersville would cover costs needed to have adequate staff, facilitate programming and provide opportunities to generate steps to achieve goals on the strategic plan, specifically related to strengthening existing programs, expanding services and focusing on financial growth and use of resources. Our strategic plan is designed to ensure the agencies success in achieving our mission and to serve as a catalyst for social change to end homelessness. The increase need for supportive services for those at-risk of being homeless or currently homeless and recognizing that each individual's living arrangements are different, we are actively working to expand services. Expansion of services include 3 cottages, each housing up to 5 individuals, case management for individuals at-risk of being evicted from their current homes and services to support recent program graduates as they move into safe housing of their own.

STRENGTHEN AND SUSTAIN EXISTING PROGRAMS

- Seek diversity of Board memberships including all demographics, profession, skills and life experience.
- Create opportunity for persons experiencing or who have experienced homelessness to sit on the Board and encouraged to incorporate their voice in decisions.
- Create an Advisory Board of Directors to increase engagement amongst members and support the advancement of the program.

EXTEND AND ENHANCE VISION, MISSION AND PROGRAM GOALS

- Create learning opportunities for staff, volunteers, Board Members and other members of the community to earn about the underlying causes of homelessness and the social changes needed to effectively end homelessness.
- Engage with other organization to support change in our communities.
- Engage with respected and effective organizations with similar missions to avoid duplication and eliminate barriers to accessing services.

DUE DILIGENCE WITH FOCUS ON FINANCIAL STABILITY, COMMUNITY SUPPORT AND EFFECTIVE USE OF RESOURCES.

- Host a signature fundraiser event annually that significantly impacts annual funding, expands donor base and raises awareness.
- Implement technology improvements to increase efficiency of staff and board.
- Cultivate 2-4 new foundation and corporate relationships annually and build relationships with at least 2 faith and civic organizations.

Each additional home we build, means one less homeless family living on the street, in their car or having to couch surf, just to have their basic needs met. Overtime, one home will impact multiple families, aiding in procuring long term housing and independence. The entire community benefits because families leave as financially stable citizens, whose children are likely to be in an even stronger position as adults. Having homes in scattered sites throughout communities, allows neighbors to engage with families who were previously homeless. These developed friendships remove stigmas about homeless people and strengthens our community. HHF offers 4 models of housing that include specific steps outlined to empower clients to become economically stable, an innovative and collaborative proven solution to some of the communities' toughest problems. We believe if we provide a pathway to a more stabilized life, clients will be able to think about improving their economic status by acquiring knowledge and building skills for success. The support from the Town of Huntersville will be a part of this community making HOPE visible by removing barriers and providing that pathway to a more stabilized life.

How many Town residents will be directly impacted by the funds requested?

HHF serves approximately 45. Three more homes anticipated to be built in Spring of 2023 will allow for 15 additional clients to be served, for a total of 60. In 2023, we will also be serving At-Risks families (those at-risk of becoming homeless) that rent homes throughout Meck. Co. owned by landlords. Hope House also provides volunteer opportunities for its community and community members. These opportunities allow clients opportunity to build social capital, as well as for community members to engage with clients.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

HHF continues to seek opportunities to create a partnership with the Town of Huntersville because we believe that a strong community who is organized to promote and support social, educational, and civic progress in the community are the foundation of the vision for the program. We depend on our community to create long last solutions of stability for our families. Solutions that are rooted in partnerships of a community who will give hope and transform lives. HHF understands the need continues to grow and the demand for funding goes beyond the need of the HHF so we continually identify and cultivate donors connected to our mission. The increase in homelessness and HHF advocating for the homeless population, educating our community and our

due diligence in providing opportunities to assist our community in ending homelessness harvests community support through a combination of individuals, foundations, corporations, municipalities, faith-based organizations and more. Our fundraising events where put on hold due to the pandemic, but successfully hosted our first one in three years, this past February. These efforts and the actual expenditure of monies are always under the scrutiny of the ED and the BOD. Even though lack of funding and support from the Town of Huntersville would initially place burden on moving forwarded uninterrupted, with time and effort, the HHF would find ways of sustaining and expanding programing. Specifically if funding is not granted by the TOH, the 3 fully funded cottages slated for 2023, may require the homes to remain empty until monies are identified from other sources to cover costs of implementing services. The future of the HHF will always involve the commitment of the community with partnerships that incorporate multi-sector collaborations made up of non-profit, private, public, civic, corporate and faith-based organizations from within the community whose partnerships support the vision.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

The Hope House Foundation relies on the generosity of its community to provide volunteer opportunities to serve families experiencing housing instability and housing insecurity in Huntersville. Local schools and administration have volunteered and engaged with the families who reside at the Hope House. The fire department and police department have served the program in many ways from meals, household items, birthday blessings and mentoring and holiday gifts. We have several trainings on safety and have held workshops on how to recycle. HHF staff engage in civic, service, and advocacy organizations that focus time and resources on social welfare issues, providing community awareness related to housing and economic stability. Program components include partnerships that offer specialty services designed to assist clients reach goals and allows us to stay mission focused. Health and mental wellness opportunities are gained through partnerships with the YMCA and Lake Norman Health Clinic; home ownership skills and credit repair through Habitat for Humanity and Davidson Housing Coalition, and employment and coaching opportunities offered by Charlotte Area Fund, MECKSuccess, and other community members. In addition, strategies have been implemented to aid our clients in obtaining Medicaid, Food Stamps, Childcare Vouchers and financial assistance through Crisis Assistance Ministries. We continue to partner with the Homeless Management Information System (HMIS). The HHF recognizes true partnering and healing happens in relationships. Core values encompass clients and the staff and BOD engage and listen to their voices, understanding that it is them that collectively fuel economic and social change. There are no other homeless shelters within our N. Mecklenburg community who address the work that the Hope House Foundation provides. Other services serving similar clients include the Davidson Housing Coalition which preserves and creates affordable housing options and prepares families for financial stability and home ownership. Caterpillar Ministries has recently inquired about how to run a transitional housing program. They work strictly with families living in a specific neighborhood. Together we can give hope and provide inspiration for families to in need of our help.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

- Please see attachment.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

NM CRIMESTOPPERS

DUE MARCH 3, 2023

Town of Huntersville
NORTH CAROLINA

Nonprofit Funding Request FY23-24

Name of Organization

Mission of Organization:

Have you been awarded any ARPA funding? If so, list year, amount and source.

NONE

Year	Amount	Source
	0	
	0	
	0	
	0	

Primary Contact Information Regarding Funding Request:

Name: ARLENE ARCIERO
Email Address: arleneaarciero@gmail.com
Address 22424 JOHN GAMBLE RD.
Phone Number 704-650-9600

Executive Director Contact Information:

Name: DAVID ROCHESTER
Email Address: davidarochester@AOL.COM
Address 21022 DEBORA DRIVE
Phone Number 704-987-1650

Total Amount of Funding Requested: $ 5,000.-

Will any of the requested funds be used to match other grants? If so, which grants?

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds: PREVENT OR SOLVE CRIMES

If applicable, please described the target population that will be served with the requested funds: NORTH MECKLENBURG

How will the program or service for which funds are requested address the problem or identified need? ①ANONYMOUS CITIZENS ②CONFIDENTIAL INFORMANTS INCRIMES & DRUGS. ③MIDDLE & HIGH SCHOOL PROGRAMS

How many Town residents will be directly impacted by the funds requested? ALL

Describe the impact on your organization, clients, service or program if the requested funding is not approved? WILL BE UNABLE TO ASSIST HUNTERSVILLE POLICE DEPT.

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service? WE PROVIDE SERVICES TO THE POLICE DEPT. THAT THEY CAN NOT DO.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved. REDUCTION OF CRIME AND CRIMINAL ACTS IN NORTH MECK. INCL. HUNTERSVILLE AND IT'S SCHOOLS

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

_____ **Date:**_____

Print Name:

EXTERNAL AGENCY FUNDING AGREEMENT

NORTH CAROLINA
TOWN OF HUNTERSVILLE

This Agreement made and entered into the 1st day of July, 2023 by between Town of Huntersville, North Carolina, hereinafter referred to as the "TOWN", and XXXXX, Inc., hereinafter referred to as the "AGENCY".

WHEREAS, the TOWN has requested services from the AGENCY to carry out programs and activities; and

WHEREAS, the Town of Huntersville Board of Commissioners, agreed to appropriate the sum of XXXXX and no/100 ($XX) in funding for fiscal year ending June 30, 2024 to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the TOWN set out herein are necessary to ensure accountability for the expenditure of public funds by the TOWN.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the TOWN in a manner and the purposes specified in their application, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the TOWN agrees to pay the AGENCY up to the amount of money authorized in the TOWN budget for the fiscal year. Payment shall be made in lump sum within 30 days of the budget approval. Any and all payments to the AGENCY are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
3. If the AGENCY violates any of the provisions of this Agreement, the TOWN may terminate this Agreement (upon 30 days written notice to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the TOWN, shall be the property of and be returned to (or remain with) the TOWN.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the TOWN.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex (including gender expression or identity, sexual orientation, or pregnancy), age, handicap or disability, or national origin, genetic information, or on account of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practice, and procedures.
7. The AGENCY shall submit to the TOWN a semi-annual status report in January 2024, and an annual status report in May 2024, of all programs and activities, including a summary of the accomplishment of stated goals and objectives. DETECTIVE TIM LESSER
8. The AGENCY shall provide an accounting of TOWN funds to the TOWN to demonstrate that the funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the TOWN within 30 days of the end of the agreement term (ending June 30, 2024). Further, the TOWN shall be entitled to MONTHLY HUNTERSVILLE POLICE DEPT.

audit the AGENCY's expenditure of TOWN funds at the TOWN's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the TOWN within thirty (30) days of the TOWN's request for said funds.

9. The TOWN shall be entitled to conduct an evaluation of the AGENCY's programs and activities, particularly as it relates to the accomplishments of established goals and objectives and the measurements of the services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the day of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.
11. The AGENCY must adopt a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 701).
12. The Town is in no way responsible for the administration and supervision of the AGENCY's officers, employees, and agents, whom it is agreed are not officers, employees, or agents of the TOWN.
13. As a condition of payment for services rendered under any agreement the AGENCY has with the TOWN, the AGENCY must comply with requirements of Article 2 Chapter 64 of the North Carolina General Statutes. Further, if the AGENCY provides services to the TOWN utilizing a subcontractor, the AGENCY shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 the General Statutes. The AGENCY shall verify, by affidavit, compliance of the terms of this section upon request by the TOWN.
14. The AGENCY certifies that, as of the date of this agreement, it is not listed on the Fiscal Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58.
15. The Agreement may only be amended in writing as mutually agreed upon by the TOWN and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

Agency **Town of Huntersville**

Name:
NORTHMECK CRIME STOPPERS
Name of Agency (type or print)

By: _____
(Signature)

Title: CHAIRMAN

Attest:
_____
(Secretary, if a corporation)

_____
Town Manager

Attest: _____
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

_____
Finance Director

Signature: *Janice Hinton* **Date:** 2/21/2022

Print Name: Janice Hinton

Print Title: Program Director

SEASONS OF GIVING

Nonprofit Funding Request FY23-24

Name of Organization Seasons of Giving

Mission of Organization:
To provide care, comfort, and companionship to seniors in need. We do this through meals, basic necessities, activities, compassion, and support.

Have you been awarded any ARPA funding? If so, list year, amount and source. NO

Year	Amount	Source

Primary Contact Information Regarding Funding Request:

Name:	Denise Cusick
Email Address:	denisecusick@yahoo.com
Address	18200 pompano place Cornelius N
Phone Number	707-9959167

Executive Director Contact Information:

Name:	Jaime Lane
Email Address:	seasonsofgiving1@yahoo.com
Address	12617 Framfield ct Huntersville NC 28078
Phone Number	704-224-7830

Total Amount of Funding Requested $3,000

Will any of the requested funds be used to match other grants? If so, which grants?
no

Tax Exempt Status: (circle applicable status)

501(c)(3)
501(c)(4)
501(c)(5)
501(c)(6)
501(c)(7)
501(c)(8)
501(c)(9)
Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

Funds:Will be used for the seniors in need in Huntersville, providing 2-3 activities/ social gatherings a month as well as laundry asistance.

If applicable, please described the target population that will be served with the requested funds:

Seniors in White Hill Apartments. As well as other independent seniors that need assistance in Huntersville.

How will the program or service for which funds are requested address the problem or identified need?

Residents don not leave their apartments, drive, or have outside communication. Aligning our goals with the senior community input, they desire onsite activities andhelp with laundry.

How many Town residents will be directly impacted by the funds requested?

40+ Residents at the Whitehill Community, as well as other seniors in the general area on a consistant basis, goal is 100.

Describe the impact on your organization, clients, service or program if the requested funding is not approved?

We would not be able to fund activities, supplies, or provide laundry help to those that need help and interaction the most. We were established in 2022.

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

These seniors are isolated. Somwe are able to attend Angels and Sparrows or The Senior Center, most do not drive or want to leave their apartment.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

_____ Date:_____

Print Name: Jaime Lane 10-Feb-23

Print Title President and Executive Directior

PERFORMANCE MEASUREMENT

Organization Name: Seasons of Giving

Service Outputs

Outputs	FY 2022		FY 2023		
	Target	Actual	Target	Actual	
feeding seniors a christmas meal	350	750	800	0	
Serving Weekly Wednesday Dinners	0	0	40	34	

Service Outcomes

Please identify 3-4 measures to asess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023	
	Target	Actual	Target	ctual to Date
attendance and participation at Whitehill community Room	0	0	25%	20%
Participation in Weekly Free meals every Wednesday (40 units) contin	0	0	100%	80%
Residents becoming less isloated and comfortable with interaction	20%	50%	90%	40%
Residents believing someone will help them anytime needed	30%	60%	90%	50%

BUDGET DETAILS

Organization Name:

Service / Program Budget

Revenue	FY 2022	FY 2023	
County Funding			
Town of Huntersville Funding			
Other Municipality Funding			
United Way Funding			
Federal and State Funding			
Local Contributions, sponsor, fundraiser at Christmas	9000	12000	
Program/Service Fees/Other fees			
Other (Please specify):			
Total Revenue	9000		

Expenses	FY 2022	FY 2023
Salaries and Related Expenses	0	0
Operating Expenses, filing fees for Non-Profit, office exspenses	500	1200
Capital Expenses		
Other (Please Specify):		
Insurance		1300
Cost of Food for Christmas	4000	5000
Cost of Fundraiser event	2000	3500
Other: activities throughout the year for seniors, meals, other		$ 3,000.00
Total Expenses	7500	12,000

HUGH TORANCE HOUSE & STORE

Hugh Torance House and Store, Inc.
PO Box 2674
Huntersville, NC 28070

March 3, 2023

Mr. Anthony Roberts
Town Manager
Town of Huntersville
PO Box 664
Huntersville, NC 28070

Dear Anthony:

Please find enclosed the funding request for the Hugh Torance House and Store for the fiscal year 2023-24 in the non-profit category in the amount of $20,000. This is an increase over our request last year due to much-needed repairs to the building roof and shutters.

As the oldest standing store in North Carolina and one of the few surviving 18th-century structures in Mecklenburg County, we are very grateful for the Town's past support. We are very pleased to present our annual report and requested documents demonstrating our dramatic increase in services to the community through our shift in programming utilizing HEARTS (history, ecology, arts, reunion, trails, store). The outreach and new community connections being forged through our programming have had a positive effect on our financials, but more importantly has had a positive effect on our community.

With the Town's support, we can continue to grow our programs as well continue the ongoing upkeep necessary for this extremely important historic landmark site and regional treasure. Thank you for your consideration of this year's request.

Sincerely,

W.E. "Bill" Russell
President

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds:

If applicable, please described the target population that will be served with the requested funds:
Town of Huntersville citizens, citizens of the surrounding towns, and visitors to our area from outside the area.

How will the program or service for which funds are requested address the problem or identified need?
Funds from the Town directly impact the programming and upkeep needed for the Hugh Torance House and Store, the oldest standing store in NC, located in the Town of Huntersville.

How many Town residents will be directly impacted by the funds requested?
Direct and in-person Huntersville Citizen impact: 1500-2000, online impact 10000+

Describe the impact on your organization, clients, service or program if the requested funding is not approved?
Would inhibit momentum and growth of operations and new programs, and delay needed repairs.

Describe the organizaton's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service?

No duplication of services.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.
Performance measures are to promote local history and ecology through unique and diverse programming, utilizing arts integration. In addition, performance measures also include increased public hours for the Hugh Torance House and Store, as well as, increased engagment with descendants of this region.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

W/E "Bill" Russell President **Date:** 3/3/23

Print Name:
Print Title

PERFORMANCE MEASUREMENT

Organization Name: Hugh Torance House and Store

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024	
	Target	Actual	Target	Actual	Target	
A) Sunday Tours	350	451	500		600	
B) Students High School, Home School	50	30	75		150	
C) Civic Groups and Scouts	50	63	100		100	
D) Ghost Hunts	0	150	150		175	
E) HEARTS Events	0	834	1000		1200	
F) Other	90	20	30		50	
TOTAL	540	1548	1855		2275	

Service Outcomes

Please identify 3-4 measures to asess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022				FY 2023	
	Target	Actual*	Final	%	Target	Actual**
Promote local history	540	439	1548	353%	1800	
Promote local ecology	0	75	1548	2064%	1800	
Provide arts integration for events	0	75	834	1112%	1000	
Open store as a store	0	75	1548	2064%	1800	
Connect with descendants of region	0	88	100	114%	150	

*Actual from 7/1/21-3/9/22

**Operations are based on a calendar year

BUDGET DETAILS

Organization Name: Hugh Torance House and Store

Service / Program Budget

Revenue	FY 2022	FY 2023	FY 2024
County Funding	$ -	$ -	$ -
Town of Huntersville Funding	$ 12,000.00	$ 15,000.00	$ 20,000.00
Other Municipality Funding	$ -	$ -	$ -
United Way Funding	$ -	$ -	$ -
Federal and State Funding	$ -	$ -	$ -
Local Contributions	$ 500.00	$ 3,000.00	$ 5,000.00
Event Sponsors	$ 1,500.00	$ 10,000.00	$ 15,000.00
Memberships	$ 500.00	$ 5,000.00	$ 8,000.00
Store proceeds	$ 500.00	$ 5,000.00	$ 6,000.00
Total Revenue	$ 15,000.00	$ 38,000.00	$ 54,000.00

Expenses	FY 2022	FY 2023	FY 2024
Salaries and Related Expenses	$ -	$ -	$ -
Operating Expenses	$ 9,450.00	$ 15,000.00	$ 12,000.00
Capital Expenses	$ 13,334.41	$ 15,000.00	$ 30,000.00
Programs		$ 8,000.00	$ 12,000.00
Total Expenses	$ 22,784.41	$ 38,000.00	$ 54,000.00

Hugh Torance House and Store
Statement of Financial Position
As of December 31, 2022 - Draft

	Total
ASSETS	
Current Assets	
Bank Accounts	
5/3 BUSINESS PREMIUM CHECKING (2301) - 1	41,247.73
Total Bank Accounts	$ 41,247.73
Total Current Assets	$ 41,247.73
TOTAL ASSETS	$ 41,247.73
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Opening balance equity	24,880.08
Retained Earnings	
Net Revenue	13,468.44
Total Equity	$ 38,348.52
TOTAL LIABILITIES AND EQUITY	$ 38,348.52

Hugh Torance House and Store
Statement of Activity
January - December 2022 - Draft

	Total
Revenue	
Contributed income	
Corporate & Foundation Grants	7,000.00
Donations directed by individuals	1,357.94
Memberships	5,707.05
Ghost Hunts	3,039.52
Store sales	5,124.29
Government grants & contracts	15,000.00
Total Revenue	$ 37,228.80
Gross Profit	$ 37,228.80
Expenditures	
Advertising & marketing	2,017.95
Contract & professional fees	444.65
Events	7,844.97
Insurance	2,019.30
Occupancy	2,702.57
Office expenses	379.91
Property Taxes	1,092.24
Repairs & maintenance	4,717.09
Store Supplies	2,541.68
Total Expenditures	$ 23,760.36
Net Operating Revenue	$ 13,468.44
Net Revenue	$ 13,468.44

2022 ANNUAL REPORT

HUGH TORANCE HOUSE & STORE

HISTORIC LANDMARK & 501C3 NONPROFIT

2022

A HISTORIC YEAR FOR THE HUGH TORANCE HOUSE AND STORE

In 2022, we launched HEARTS featuring stories connected to the land and these historic landmarks:

- *c. 1779 Historic Hugh Torance House and Store, oldest standing store in NC*
- *c. 1831 James Torrance, son of Hugh and Isabella Torance, premier Greek Revival National Register landmark*

In 2022, the Hugh Torance House and Store Inc., a 32 year-old local non-profit in Huntersville, NC, invested in a fresh approach to reach more people, connect more deeply with our local stories, and share our local history through place-based experiences. In addition, a new web-site and new marketing were launched to promote our programming and expanded offerings to the community. The outcome was a complete success, and exceeded 2022 outreach predictions in all areas.

Last February, these ideas were hopes and dreams, but a year later, we have solid evidence this approach is working. New audiences are coming together for each event, and repeat visitors keep coming back. We are building on the successes of last year and evolving and exploring more ways to continue this exciting momentum in 2023.

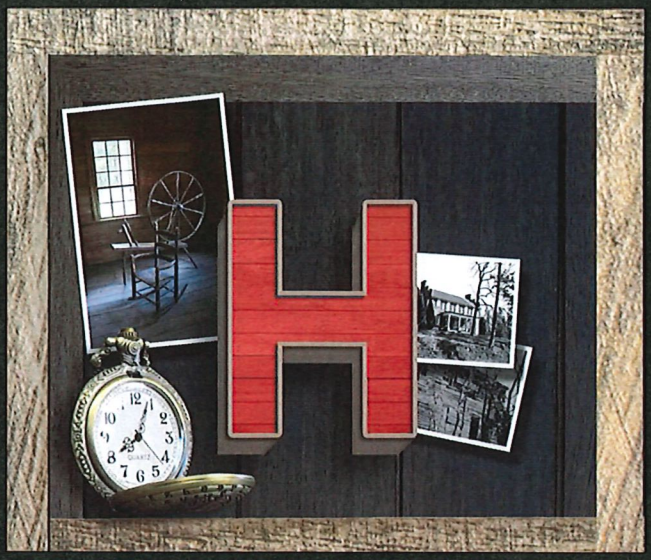
Nearly 1600 visitors enjoyed the historic Hugh Torrance House and Store during one of the **60 days we were open** to the community in 2022, exceeding projections by **nearly 300%!**

In addition, we connected online through our blog, social media, and website with more than **10,000** online, **6000** unique site visitors, and **600** subscribers to our blog for first to know information.

We launched a membership community to create a sustainable organization called HEARTS Circle. **60 new members** enjoyed our membership gala at Cedar Grove this past September, and we hope to double that number in 2023.

Place-based experiences explore how nature, history, culture, and the built environment work together to make a place unique, providing concrete context to better understand the deep history of a particular place through connections to broader themes.

HEARTS events provide place-based experiences connecting hearts through time.



H IS FOR HISTORY

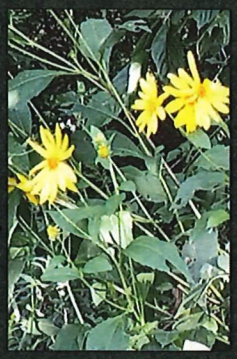
There's nothing like immersing yourself in the past to see new perspectives.

- Following stories and history connected to the land from prehistory to the present.
- Our region before the arrival of humans
- Geological changes such as the Catawba River formation during the Appalachian range creation

E IS FOR ECOLOGY

Reconnect with nature on an ecological island.

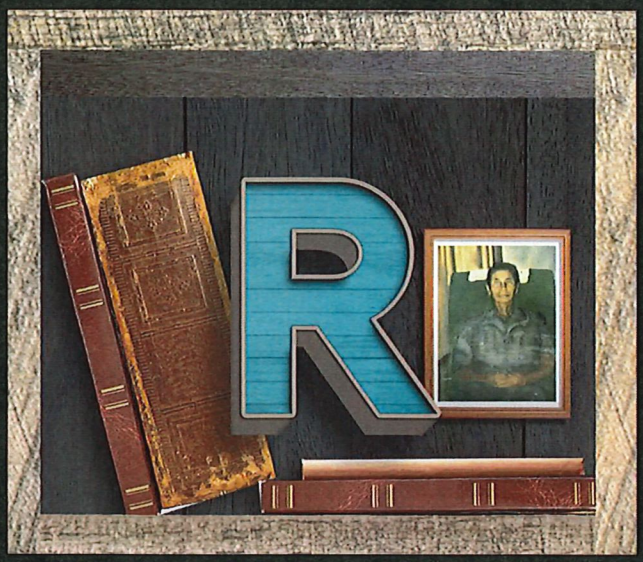
- Extinct plants and animals
- Current plants and animals
- Native and invasive species
- Historic uses of plants and animals
- Conservation and stewardship volunteer opportunities



A IS FOR THE ARTS

You can't have HEARTS without the Arts.

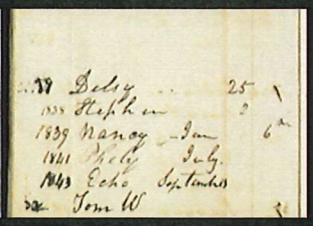
- Through the arts, historic and ecological narratives can be explored in unique and creative ways.
- Attracts and engages diverse audiences.
- Brings people together.



R IS FOR REUNION

Connections through collections reconnect history.

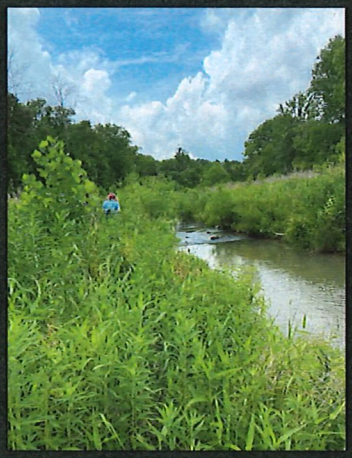
- Research and genealogy resource.
- Documenting and sharing the lives of all people connected to the land through time, including the descendants of more than 100 formerly enslaved people, as well as specific indigenous tribes and their stories.
- Thousands of connections, stories, and reunions.



T IS FOR TRAILS

Where trails intersect, people come together.

- Multi-faceted, place-based learning opportunity to connect history with nature.
- Connectivity to McDowell Greenway and Carolina Thread Trail.



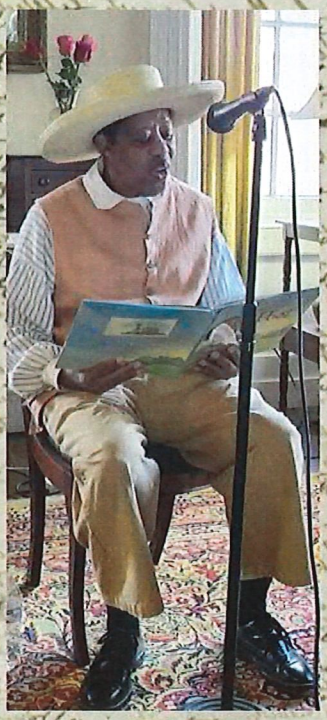
S IS FOR STORE

The 1779 Hugh Torrance House and Store, known as the oldest standing store in North Carolina.

- Vision for a regularly open store and community hub.
- Offering refreshments, sundries, honey, and wares of local artisans and more.

HEARTS EVENTS 2022 REVIEW

FEBRUARY 2022 - HEARTSongs



"For the Fair Miss M. M. McL[ean]"

May this inspired acrostic prove
A perfect token of my love
Return thy torch allmost expired
Yet find by whom thou art admired

My soul of love would fly to thee
Constrained thy winning form to see

Like **pan** whose destiny was grief
Exploring nature for relief
And sure when thee my love has found
Nought els[e] in life can heal the wound

When on the constelations
i cast my eyes afar
Then i can tell
My **bonny belle**
The queen of every star

When I look from the mountain
Or nature's lofty tower
Then i can tell
My bonny belle
The queen of every flower

When gazing from the window
On blooms both low and tall
Then i can tell
My charming belle
The fairest one of all

MARCH 2022 - Irish Connections

MAY 2022 - Wildflowers & Bluegrass

You're Invited to Junion

JUNION

Sat 6-18-2022

1:00-6:00 PM

Honoring community connections

c.1779 Hugh Torance House & Store and c.1831 Cedar Grove, 8231 Gilead Road, Huntersville, NC

2:30 pm "Returning to Cedar Grove"

Andre' Kearns, Genealogist

Mr. Kearns is a descendant of Charlotte Kerns, a woman who was enslaved to James G. Torrance, the man who built the Cedar Grove plantation. He will share his approach to genealogy, how he applied it to trace his connection back to Cedar Grove, and how his journey has helped to inspire the HEARTS Reunion genealogy initiative.

3:30 pm "Cedar Groove"

Calvin Edwards Trio, Soul Jazz and Blues

www.HeartsCircle.org

Junion is a HEARTS (History, Ecology, Arts, Reunion, Trails, Store) event presented by the non-profit Hugh Torance House & Store, striving to foster local connections through place-based arts, nature, and history.

RSVP online for door prizes - www.hught.org
info@hughtorancehouseandstore.org
(704) 920-9931

FREE community event thanks to our sponsors:

OMB - The Olde Mecklenburg Brewery

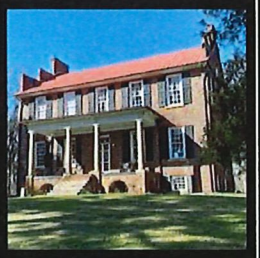
PINKY'S WESTSIDE GRILL

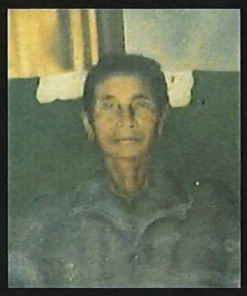
LAKE NORMAN REALTY, INC.

You're Invited to *Healing History*

Sat 7-16-2022
1:00-6:00 PM

c.1779 Hugh Torance House & Store and c.1831 Cedar Grove
8231 Gilead Road, Huntersville, NC





Presenting an enlightening exploration of local medical history through the stories of two gifted healers from our past, Mrs. Hattie Torrance and Dr. James Alexander.

Cedar Groove welcomes Jason Moss and the Hosses, offering a swinging combo of rockabilly, country, and honky tonk.

www.HeartsCircle.org

Healing History is a HEARTS (History, Ecology, Arts, Reunion, Trails, Store) event presented by the non-profit Hugh Torance House & Store, striving to foster local connections through place-based arts, nature, and history.

RSVP online for door prizes - www.hught.org
info@hughtorancehouseandstore.org (704) 920-9931

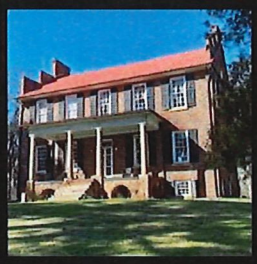
FREE community event thanks to our sponsors:

LAKE NORMAN REALTY, INC.

You're Invited to *Chamber Music & A History Mystery*

Sat 8-20-2022, 2:00-4:00 at Cedar Grove
Store hours 1:00-6:00

c.1779 Hugh Torance House & Store and c.1831 Cedar Grove, 8231 Gilead Road, Huntersville, NC



Kirsten Allen on viola

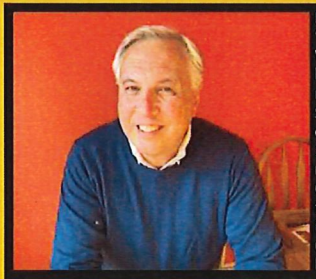
Liz Burns on cello

Amanda Gentile on violin

David Strassberg on violin

Presenting an all-star line-up performing chamber music popular during the time of Ney. Members of this talented group performed with Andrea Bocelli on his recent visit to Charlotte, as well as with the Charlotte Symphony, Union Symphony, Rock Hill Symphony, and the Greenville Symphony. Don't miss this rare opportunity to hear period chamber music with acoustics as beautiful as the architecture!

Among the composers featured in the program will be Joseph Bologne, Chevalier de Saint-Georges. Widely considered the first classical composer of African ancestry, Saint-Georges was a composer, conductor, and virtuoso violinist in Paris in the late 18th century.



Featuring Dr. Gary Freeze on the "The Mystery of Peter Stuart Ney: What Richard Torrance learned both inside and outside the classroom." The true identity of Peter Stuart Ney has been hotly debated in our region for more than 150 years. Was he merely a mild-mannered Scottish schoolmaster? Or was he, in fact, the world-famous Napoleonic Field Marshal Michel Ney, hiding in exile? Join us to learn more about this local history mystery.

www.HeartsCircle.org

Ecology feature: Lily of the Valley's French and Torance connection.

This is a HEARTS (History, Ecology, Arts, Reunion, Trails, Store) event presented by the non-profit Hugh Torance House & Store, striving to foster local connections through place-based arts, nature, and history.

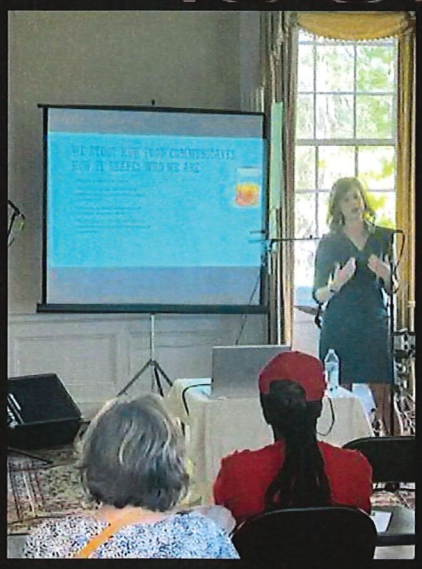
RSVP online for door prizes at www.hught.org

FREE community event thanks to our sponsors:

LAKE NORMAN REALTY, INC.

SEPTEMBER 2022 – HEARTS Circle Gala

OCTOBER 2022 – HEARTS Harvest



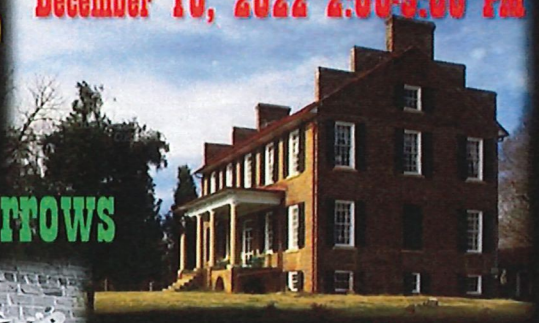
Winter Wisdom at Cedar Grove

Margaret "Chuck" Basinger

'Tis the Season with Belle and Chuck

MARGARET "CHUCK" BANKS BASINGER

December 10, 2022 2:00-5:00 PM



With Special Guests

The Broken Arrows

www.HughT.org

FREE community event thanks to LAKE NORMAN REALTY, INC. and HEARTS Circle members.

www.HeartsCircle.org

Community Service Days

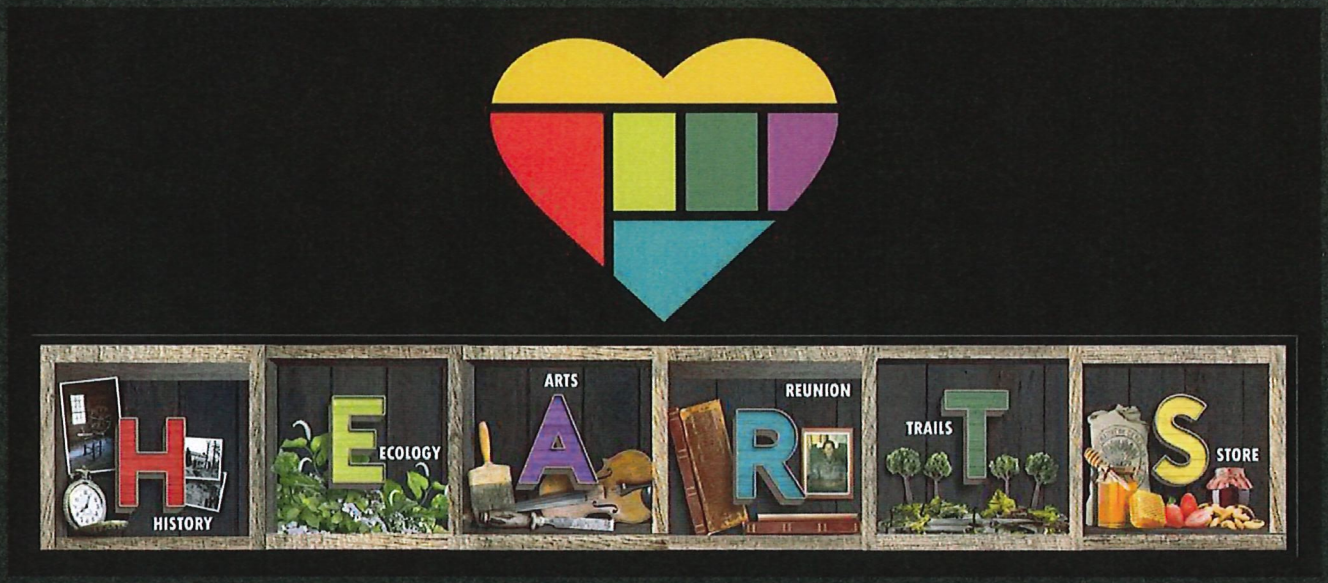
provide great team building opportunities, offer community service hours, and really help to keep our site ship shape. In 2022, Scouts and community members helped remove "Autumn Olive," an invasive species, as well as provided seasonal landscaping assistance; and it was greatly appreciated!

Ghost Tours

at the Store are a popular attraction after the sun goes down on special Saturday evenings. This interesting experience generally is a sell out whenever offered.

Spirit Day 2022 was a family favorite, featuring Halloween with an 18th-century twist!

18th-Century Christmas *For three special Sundays in December 2022, the Hugh Torance House and Store featured 18th-Century Christmas themed activities, including decorating, campfire cooking, gifts, and traditions, along with docent led Hugh Torance House and Store tours.*



2023

featuring local lore, connections, live music, art, nature, and more!

- Tickets and more details: www.HughT.org
- Open Sundays 1:00-4:00 for tours *excuding major holidays and January*
- Ghost Tours & Special Events
- Upcoming HEARTS Events at Cedar Grove

March 18th Irish Connection

May 6th Wildflowers & Bluegrass

June 10th Junion

July 22nd Healing History

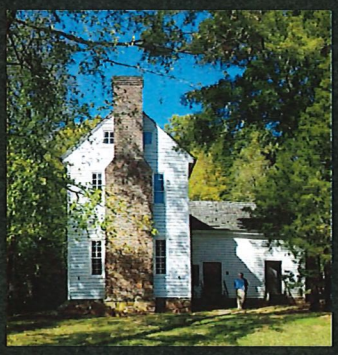
August 19th Sacred Grounds

September 16th Member Gala

October TBD Native Arts & Artifacts

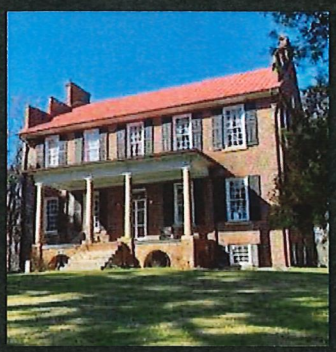
November TBD HEARTS Harvest

December 9th Winter Wisdom



Hugh Torance House & Store

1779 Oldest Store in NC



Cedar Grove

1831 Greek Revival

No HEARTS event in April, but we hope you can join us on

4/15-16/23 Loch Norman Highland Games

4/28-29/23 & Historic Property Tour

Thank You to Our 2022 Featured HEARTS Artists, Musicians, and Guest Speakers

Margaret "Chuck" Basinger
Broken Arrows
Calvin Edwards Trio
Carolina Thundermugs
Castle and Crowns
Charlotte Folk Society's Celtic Session Group
David Childers and the Serpents
Connick Irish Dancers
Robert Cooke
Phillip Diaz
Diggin' the Roots
Classical Quartet: Kirsten Allen, Liz Burns, Amanda Gentile, and David Strassburg
Michael D. Connor
Dr. Hugh Dussek
Dr. Gary Freeze
Tony Griffin
Jason Moss and the Hosses
Andre' Kearns
Sakina O'Uhuru
Matt Postle Quartet
Nicole Schoepflin
Marion Sekerak
The Stroller Singers of Torrence AME Zion
Dr. Ashley Stokes
Charlie Williams

Thank you to our 2022 Community Partners for their support so we can keep HEARTS Events free for the community.

Armin's

Dutch Buffalo Farm

OMB The Olde Mecklenburg Brewery

Caterpillar Ministries

Pinky's Westside Grill

Lake Norman Realty, Inc.

Hugh Torrance House and Store Board of Directors

Bill Russell, President
Linda Dalton, Vice-president
Kris Manley, Treasurer
Dan Boone
Michael Connor
Cliff Grimsley
Sarah Sue Hardinger
Michael Jaycocks
Abigail Jennings
Randolph Lewis
Lynn Mintzer
Stacy Phillips
Ron Potts

HEARTS Chairperson, Abigail Jennings
Reunion Project Co-Chairs,
Andre' Kearns and Ron Potts

Thank You to Our Dedicated Docents and Volunteers

Michael Connor
Cliff Grimsley
Sarah Sue Hardinger
Peggy Long
Lynn Mintzer
Adrianne Rankin

THANK YOU HEARTS CIRCLE MEMBERS

John Apple
Rhona Ardizzoni
Dawn Banks
Torrance and Liv Wu Banks
Margaret and Dale Basinger
John Basinger
Sally Bingham
John Blythe
Dan Boone
Kathy Boone
Allen Brooks
Jean Buffum
Michael D. Connor
Linda Dalton
Diana Daughtridge
Hannah Davis
Catherine and Bernie Dravis
Bridget Eaves
Jane and Paul Estep
Cathy Figard
Wendy Fishman
Barbara Flanders
Cheryl Friende
Jane and Layton Getsinger
Cliff Grimsley
Chuck and Marilyn Half
Sarah Sue Hardinger
Michael Jaycocks
Andre' Kearns
Amber and Robert Kovacs
Jay Ku
Lake Forest Church
Lake Norman Realty
Abigail Jennings and Randolph Lewis
Beverly Lincomfelt
Lydia Lorenzin
Steedman and Cissi Lyles
Kris Manley and Kim Baylor
Lynn Mintzer
Mike and Angie Moses
Stacy Phillips
Ron Potts
Adrianne Rankin
Bill Russell
Kyle Scharf
Chris and Marion Sekerak
Elizabeth Settlemyre
Nina Suddeth
Aline Sullivan
Shih Ying Tan
Susan Walker
Anna Wang
Janet Webb
Kel Williams
Irene Wong
Tracy and Dave Yochum

If your name is missing or listed incorrectly, please email Info@hughtorancehouseandstore.org.

Join
HEARTS CIRCLE

If you want to help preserve and share our local history, please join HEARTS Circle. Together, we can make a difference and experience our cultural and natural resources in new and creative ways.

SCAN TO JOIN
Or visit www.hught.org/Join

Our Members Actively Support Preservation & Programs for Our Community

- With historic preservation and ecological conservation always first in mind, we respectfully and sensitively explore and recognize the vast history and ecology of the site and region.
- We share stories of connections, and inspire through music, dance, drama, and visual arts.
- We honor everyone from the past with connections to the land.
- We plan and work towards connecting to the adjacent Carolina Thread Trail and greenway network, with trails to the main historic structures, and the beautiful natural trails meandering the land; recognizing the remaining structures and ruins; identifying native species, and sharing their historic lore.
- We continue to explore, archive, preserve, and protect the natural and cultural resources on this site and the surrounding areas.
- We operate a financially sound organization model.
- We strive to be a community resource hub and repeat destination for locals and tourists alike.

RURAL HILL

Nonprofit Funding Request FY23-24

Name of Organization Historic Rural Hill

Mission of Organization: Rural Hill is a Historic Site, Nature Preserve, Field Trip Destination, Cultural Events Site, Farm, and celebrates and promotes Scottish Heritage in Mecklenburg County and Huntersville.

Have you been awarded any ARPA funding? If so, list year, amount and source.

Year	Amount	Source

Primary Contact Information Regarding Funding Request:

Name:	Kim Baylor
Email Address:	kim.baylor@gmail.com
Address	4431 Neck Road
Phone Number	415-310-3149

Executive Director Contact Information:

Name:	Stacy Phillips
Email Address:	Stacy @Ruralhill.net
Address	4431 Neck Road
Phone Number	704-533-4685

Total Amount of Funding Requested: $20,000

Will any of the requested funds be used to match other grants? If so, which grants?

Tax Exempt Status: (circle applicable status)

501(c)(3)	501(c)(7)
501(c)(4)	501(c)(8)
501(c)(5)	501(c)(9)
501(c)(6)	Other (Please explain)_____

The Town of Huntersville will contract with all nonprofits receiving funding to provide a service or program that the Town could also legally provide, but for which the Town is contracting with the nonprofit to provide instead. The information provided below will be used by the Town to evaluate the services or program that the nonprofit would use the requested funds to provide, and will also be used to complete the required Nonprofit Agency Funding Agreement.

Please identify the program or service for which funding is requested, and describe the problem or need your Organization will address with the requested funds: Preservation of 265 acres of Rural Hill Farm Site in Huntersville and provide quality programming in the community. Needs include farm focus on ensuring thriving crop for the maze, including nutrients for the soil and maintaining and repairing our trails.

If applicable, please described the target population that will be served with the requested funds: Rural Hill is a unique place that provides experiences for various types of people because of our events and the nature of the property.

How will the program or service for which funds are requested address the problem or identified need? Making Rural Hill more accessible to more citizens with upgraded programming, trail repair, and ensuring the maze thrives for this fall.

How many Town residents will be directly impacted by the funds requested? Thousands of citizens that live in Huntersville attend our events, however our events also impact tourism dollars because they bring people in from other areas who visit our businesses and stay in our hotels.

Describe the impact on your organization, clients, service or program if the requested funding is not approved? We will not be able to upgrade things like our trails, provide free programming (senior field trips), and will have to operate at status quo.

Describe the organization's relationship to Town Departments related to services or programs that your organization provides? How does your organization coordinate those services with Town provided services? Is there any duplication of service? Rural Hill is in the process of restructuring and being more community involved - for example being part of the 150th committee and the potential of the town trails connecting to Rural Hill means we need to start planning ahead now.

In the table provided, entitled "Performance Measurement," please list the factors that you will use to evaluate your organization's performance with respect to your organization's use of the requested funds if approved.

Each person signing this application on behalf of an entity acknowledges that they have read, and are familiar with, N.C.G.S. § 55A-16-24, and that they have been duly authorized by the requesting organization to make this application on its behalf.

Kim Baylor
_____

Date: 03/03/23
_

Print Name: Kim Manley
Print Title Vice Chair

PERFORMANCE MEASUREMENT

Organization Name:

Service Outputs

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Number of after school participants served	500	545	550	275	560

Outputs	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Loch Norman Highland Games	10,000	11,542	10,000	TBD	12,000
Amazing Maize Maze	30,000	28,925	28,000	25,673	30,000
Sheepdog Trials	6,000	6,118	6,000	3,054	6,000
NC Brewersfest	4000	3500	4000	TBD	4,000

Service Outcomes

Please identify 3-4 measures to asess the effectiveness of your services or program for which funding is requested.

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Example: Maintain passing test score for after school participants	705	68%	75%	76%	80%

Outcomes	FY 2022		FY 2023		FY 2024
	Target	Actual	Target	Actual	Target
Loch Norman Highland Games - 2024 will be the 30th anniversary; issues of the past have been resolved except for weather for 2023.	10,000	115.42%	10,000	Event is in April	12,000
Amazing Maize Maze - have hired a maize manager going forward and working towards a solid growth plan for the corn for fall of this year.	30,000	96.41%	28,000	91.68%	30,000
Sheepdog Trials - weather and date of event (weekend of Veterans Day) have been an issue - date has been changed to the first weekend of November.	6,000	101.96%	6,000	50.90%	6,000
NC Brewersfest - 21/22 FY budget ran into issues with lingering Covid concerns.	4000	87.50%	4000	Event is in May	4,000

BUDGET DETAILS

Organization Name: Historic Rural Hill, Inc

Service / Program Budget

Revenue	FY 2022	FY 2023	FY 2024
County Funding	20,000	$20,000	$20,000
Town of Huntersville Funding	20,000	20,000	TBD
Other Municipality Funding	NA	NA	TBD
United Way Funding	NA	NA	TBD
Federal and State Funding	0	9,255.89	4,000
Local Contributions	68,655.64	15,000.00	TBD
Program/Service Fees/Other fees	600,731.48	600,000	TBD
Other (Please specify): interest	26.43	25	TBD
Total Revenue	709,413.55	664,280.89	TBD

Expenses	FY 2022	FY 2023	FY 2024
Salaries and Related Expenses	177,200.97	160,000	160,000
Operating Expenses	173,304.84	185,000	185,000
Capital Expenses	NA	NA	TBD
Other (Please Specify):	NA	NA	TBD
Program Expenses (contract labor, event supplies, etc.)	397,023.29	300,000	$325,000
Other: Please specify:			
Total Expenses	747,529.10	645,000	$670,000

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From:

Date: April 3, 2023

Subject: MEDIC Response Configuration Update Presentation

EXPLAIN REQUEST:
MEDIC Response Configuration Update Presentation.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Response Configuration Town-City Presentation

OUR PATIENTS OUR PEOPLE OUR STEWARDSHIP

Medic Response Configuration Update

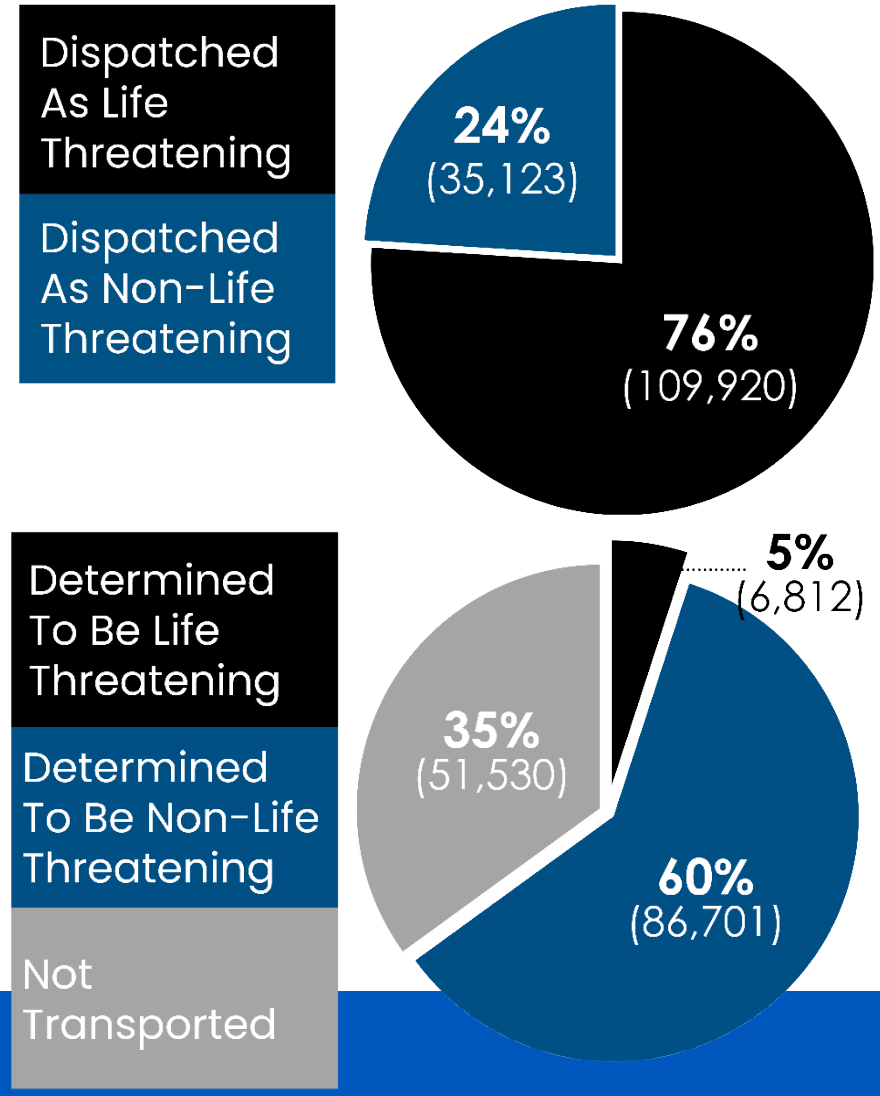
Proposed Changes

- Why: Appropriate resource allocation & patient prioritization
- What: Resource type, mode, and time targets
- Who: Collaborative project under guidance of Medical Direction
  - Medic Agency Board of Commissioners/Medical Control Board
  - Charlotte Fire Department
  - Mecklenburg County Fire Departments/ETJs
  - Charlotte-Mecklenburg Police Departments
  - County law enforcement agencies

Why change response configuration?

- Response & outcome are misaligned
- Protect response to the sickest patients

911 RESPONSES



Based on FY '22 data

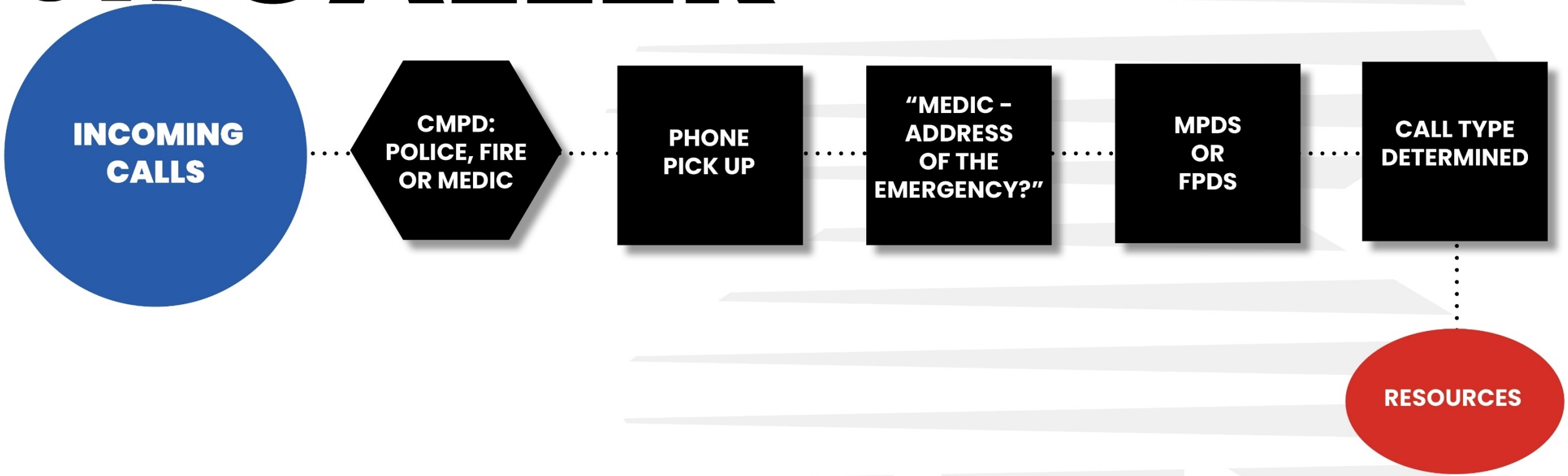
Why reduce lights & sirens?

- Best practices have been evolving since 1990s
- Increases chance of crashes by 50%
- Avg time saved ranges from 42 seconds – 3.8 minutes
- 6.9% of medical calls w/ lights & sirens result in life-saving interventions

Source: Lights and Siren Use by EMS: Above All Do No Harm; U.S. Department of Transportation National Highway Traffic Safety Administration Office of EMS May 2017

MEDIC Mecklenburg EMS Agency

911 CALLER



MPDS = Medical Priority Dispatch System, FPDS = Fire Priority Dispatch System

MEDIC Mecklenburg EMS Agency

Current Response Configuration

Response Time Target	Response Time Reliability	First Responder Resource	% of Call Volume
10:59*	90%	Y-Fire	20%
12:59*	85%	Y-Fire	49%
60	80%	N	22%
ON/OP/OC	N/A	N	9%

**Red lights & sirens for Fire & Medic*
ON=Omega Nurse Line, OP = Poison Control, OC = Behavioral Health Crisis Line
Based on 5 years of data

Proposed Response Configuration

Response Time Target	Response Time Reliability	First Responder Resource	% of Call Volume
10:59*	90%	Y - FIRE	19%
15	90%	Y/N - FIRE	18%
30	80%	Y/N - FIRE	25%
60	75%	N	10%
90	75%	N	0.1%
ON/OP/OC	N/A	N	9%
First Responder Only	N/A	Y - FIRE	19%

**Red lights & sirens for Fire & Medic*
ON=Omega Nurse Line, OP = Poison Control, OC = Behavioral Health Crisis Line, FR Only=First Responder Only

Is it safe?

12,901

911 calls with a 60-minute response time target from October 21, 2021 - October 31, 2022

65%	Transported to a local Emergency Department
< 1%	Transported as a high priority patient
17%	Cancelled before Medic arrived
17%	Not transported

0%

Negative impact to patient outcomes

What this means for your community…

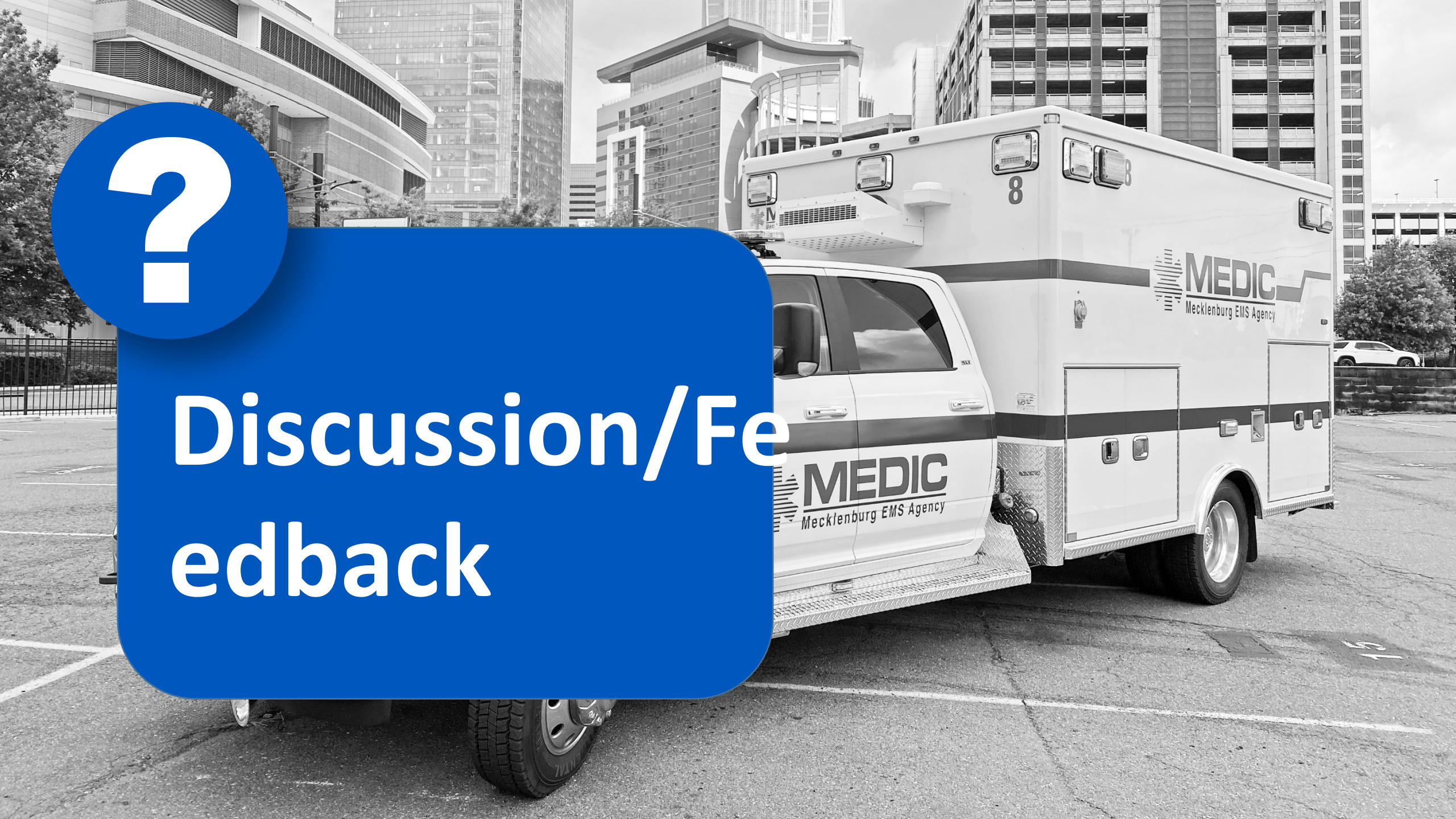
- Rapid response to high priority emergencies will not change
- Increases safety
  - Ability for Medic to respond to our sickest patients
  - Safer roadways due to decrease use in lights & sirens
- Will receive a response that aligns to the severity of the condition presented, similar to Emergency Department triage
  - May experience longer response times to non-life threatening emergencies
- Greater emphasis on community awareness & proper use of 911

Council Presentations and Media Engagement

- Community education process continues
  - Ongoing – Media engagement
  - 1/1/23 – Launched community info page on Medic911.com
  - 1/18/23 – County FRs, Town/County Manager Meeting
  - 1/23/23 – Charlotte City Council
  - 1/24/23 – Davidson Town Council
  - 2/13/23 – Matthews Town Council
  - 2/23/23 – Cornelius Town Council
  - 2/27/23 – Pineville Town Council

Community Presentations

- Community presentations in all six districts – Dates TBD
  - District 1 - North Regional Rec Center
  - District 2 - Bette Rae Thomas Rec Center
  - District 3 - Eastway Regional Rec Center
  - District 4 - Hickory Grove Rec Center
  - District 5 - Naomi Drenan Rec Center
  - District 6 - Matthews Sportsplex
- Additional sites being identified for the non-English speaking community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Mecklenburg EMS Agency
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Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Melinda Bales, Mayor

Date: April 3, 2023

Subject: Education and Sharing Day Proclamation.

EXPLAIN REQUEST:
Proclamation

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Education and Sharing Day, 2023

Town of Huntersville
Proclamation

WHEREAS, the basis for the continuity of any society is education; and in the great state of North Carolina the education of our youth is a priority; and

WHEREAS, in order to achieve its highest goals, education must not only impart knowledge but also teach the students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; imparting moral and ethical values that have been the bedrock of society since the dawn of civilization; and

WHEREAS, a global spiritual leader and leading advocate for the advancement of education, the Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

WHEREAS, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with the awareness that even a single positive act of an individual can change the world and usher in an era of global peace, when there will "be peace within your walls, serenity within your mansions" (Psalms 122); and

WHEREAS, "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works; and

WHEREAS, April 2, 2023, will mark 121 years since the Rebbe's birth, capping a year in which thousands of new institutions and initiatives were launched throughout the world in tribute to this celebration; and

WHEREAS, this year has an added significance as a year of "Hakhel," a biblical event of unity, education and spiritual growth emphasizing how every person is crucial to perfecting the world;

NOW, THEREFORE, I, Melinda, Mayor of Huntersville, do hereby proclaim Sunday, April 2, 2023, to be: **EDUCATION AND SHARING DAY** in the State of North Carolina and call upon everyone to work together to create a better, brighter, and more promising future for all.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 3rd of April, 2023.

_____

Melinda Bales, Mayor

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 3, 2023

Subject: Approval of Minutes - February 20, 2023

EXPLAIN REQUEST:
Consider approving the minutes of the February 20, 2023 Regular Town Board Meeting.

ACTION RECOMMENDED:
Approve Minutes

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Draft Minutes

TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES

February 20, 2023
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:30 p.m. on February 20, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee and Stacy Phillips.

Mayor Bales called the Pre-meeting to order.

Property Acquisition Process Discussion. Stephen Trott, Director of Engineering, reviewed the project property acquisition process. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Mr. Trott requested the Board reconsider use of eminent domain as part of the initial property acquisition resolution. Right now staff has to bring the resolutions back to the Board to ask for use of eminent domain on specific parcels.

Commissioner Phillips noted she would like more communication. If a project is on the CIP, the landowner should be notified that their parcel is on a project.

Ms. Sloop pointed out that landowners receive a 30-day notice before anything is filed and then once the complaint is actually filed, they receive a separate notice, so they are receiving multiple notices throughout the process.

Following additional discussion, it was the consensus of the Board to take time for additional review before making any decision on the process.

There being no further business, 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, 101 Huntersville-Concord Road, at 6:00 p.m. on February 20, 2023.

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GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee and Stacy Phillips.

Mayor Bales called the meeting to order.

Mayor Bales called for a moment of silence.

Mayor Bales led the Pledge of Allegiance.

STAFF QUESTIONS

None

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Brett Canipe, NCDOT, 716 W. Main Street, Albemarle, recognized Sean Epperson from NCDOT who was also present.

Mr. Canipe presented update on the NC 73 project in Huntersville. *Refer to PowerPoint attached hereto as Exhibit No. 2.*

Commissioner Phillips expressed concern that the concept will not work for the area and will destroy businesses in the Brown Mill Road area.

Commissioner Kidwell noted he had sent a list of his questions and expressed concern on how the trailers from the horse farm on Brown Mill Road would maneuver the proposed improvements.

Commissioner Kovacs expressed concern about the project disrupting established businesses, and property owners not being able to sell their property if there's no access.

Following further discussion, the Board requested Mr. Canipe coordinate with the Town Manager to schedule an information session for elected officials, followed by an information session with the public.

Debbie Hendricks, 9900 Lariat Court, said I'm here tonight to hopefully get an amendment change for Section 94.46 for us to be able to have a chicken coop closer to where your dwelling place is. Right now, it says it has to be 100' away. You have to have 20' to 25' as far as your property lines. Davidson and Cornelius have 10' from a dwelling place and 10' from property lines.

Errol Genois, 8537 Camberly Road, said an appeal to commonsense. Reading from information legalmatch.com, Merriam Webster Dictionary, The Fence Post, I discovered substantial information that supports action to stop inappropriate construction in the Greens at Birkdale Village. The theory of nuisance might serve as a basis for further remodeling of the current project in order to protect property and quality of living in the Village. Judging the construction plan as a nuisance will supply a requirement for redesigning the construction. It follows that a possible legal threshold for a substantial threat to the expectations for normal lives as homeowners and the values of their properties exist. The possible loss of property values as a nuisance to homeowners strengthens the opposition to the present details of the North American Property plan. Obviously, the current construction plan will continue to replace healthy fresh air, soil with tons of ticky tacky junky structures and an outdoor village shopping area that once upon a time provided an inviting area of the mall. For example, we received a skating

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rink without a vote of approval by Village residents. No one I know voted for a miniature skating rink as a substantial substitute for our original setting. In addition, the proposal for a huge office building and a parking deck may mask a more general outcome of the plan that is to replace our homes with a business center between Sam Furr Road and Robbins Park. Please consider the NAP construction plan as a nuisance with a cause of sizeable not imaginary loss of future homeowner property values and vote against rezoning. Already hampered by insufficient auto exits such as roundabouts or traffic lights to Sam Furr Road and Catawba Avenue, the construction plans for an office building and a parking lot threaten the actual appeal of home ownership in the Village. Moreover, the new construction and traffic patterns will create a perfect storm of traffic congestion in the minds of potential homebuyers causing a home selling craze at lower sales prices. As a result, the business center will replace most homes in the Village with the approval of rezoning. I appeal to the Huntersville Town Council, Mayor, Planning Board.

AGENDA CHANGES

Commissioner Kidwell made a motion to adopt the agenda. Commissioner Kovacs seconded motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes – 2023 Winter Retreat. Commissioner Phillips made a motion to approve the minutes of the Town Board 2023 Winter Retreat. Commissioner Kidwell seconded motion. Motion carried unanimously.

Approval of Minutes – February 6, 2023. Commissioner Phillips made a motion to approve the minutes of the February 6, 2023, Regular Town Board Meeting. Commissioner Kidwell seconded motion. Motion carried unanimously.

Budget Amendment – Parks & Recreation. Commissioner Phillips made a motion to approve budget amendment appropriating $13,551,04 from Insurance – Parks & Recreation to Maintenance – Bldg & Grounds for water damage sustained due to burst pipes at the Barry Park storage building. Commissioner Kidwell seconded motion. Motion carried unanimously.

Budget Amendment – Bud Henderson Sidewalk Project. Commissioner Phillips made a motion to approve budget amendment appropriating revenue in the amount of $38,820 Contributed Capital from Standard Pacific of the Carolinas escrow account for the purpose of the construction of the 7225 Bud Henderson Road sidewalk project ($34,820) and for property acquisition services ($4,000). Commissioner Kidwell seconded motion. Motion carried unanimously.

PUBLIC HEARINGS

Petition #R22-05. Mayor Bales called to order continuation of public hearing on Petition #R22-05, Oak Grove Hill - Addition, a request by Carver Bowman, LLC to rezone +/- 28.87 acres generally located north of Mt. Holly-Huntersville Road, east of Beatties Ford Road and south of Pembroke Road from existing Neighborhood Residential - Conditional District (existing Oak Grove Hill CD-Rezoning) and Rural to Neighborhood Residential - Conditional District (REVISED Oak Grove Hill CD-Rezoning) for a 161-lot subdivision; (Parcel #s 01526443, 01526504, 0152606, 01526460, 015254432, 01526456, 01526432, 01526450, 01526455, 01526428, 01526429 & 015264431).

David Peete, Principal Planner, entered the Staff Report into the record and reviewed the request. *Refer to Staff Report and Staff PowerPoint attached hereto as Exhibit No. 3.*

The existing Oak Grove Hill Conditional District Rezoning was approved by the Town of Huntersville on January 26, 2020. The applicant, Carver Bowman, LLC, has acquired additional adjacent acreage and has petitioned to add 28.26-acres and 51 single-family homes to create a new Phase 3. If approved, Oak Grove Hill (all Phases 1-3) would consist of 66.92-acres and 161 single-family homes.

Staff finds the proposed addition to the Oak Grove Hill Conditional District Rezoning Plan to be generally consistent with the 2040 Community Plan, the Beatties Ford Road/Mt. Holly-Huntersville Road Small Area Plan and the Beatties Ford Road Corridor Plan. These plans support moderate density within an Activity Center and the proposed 2.42-units per acre falls under that category. Staff also recommends:

- Approval of the block length modifications for Blocks 16 and 19.
- A 10' wide multi-use path should be provided along Mt. Holly-Huntersville Road, as called for in the most recent Huntersville Bike Master Plan.
- Add note indicating willingness to annex the entire Phase 3 (28.26-acres) into the Town of Huntersville.
- Rezoning Notes from Sheet SP-8 of the original plan must be added to plan set.
- If this rezoning is approved, all notes and data will need to be coordinated with Rezoning Petition R23-04, which would remove the 6.89-acres from the original rezoning to permit this addition.
- BMP Access: Maintenance and Access Easements for the BMPs appear to encroach into SWIM buffers. Access should be provided outside of these buffers.
- All outstanding redline comments must be addressed.

Nate Bowman is agreeable to all of the conditions recommended by staff.

Daniel Gates, 10830 Saltmarsh Lane, Charlotte, said I'm the engineer for the project and available to answer any questions.

Commissioner Munger said if we looked at this as 161 houses all at once, would that have triggered a TIA.

Stephen Trott, Director of Engineering, said we can take a look at it, but it would be close to the threshold, but it may still be under.

Commissioner Munger said from my perspective, I see a pattern here where I'm only going to ask for 50 houses. I'm only going to ask 50 more. I'm only going to ask for 50 more. I'm only going to ask for 50 more. And when I get 50, 50, 50, 50, none of those trigger a TIA, but when I get up to 200, if I had looked at the entire thing and said I have 200 houses, that would have triggered a TIA. It feels like we're playing games.

Mr. Trott said it's probably more of an ordinance question, but developments can't be subdivided or piecemealed to get around the rules that are a current ordinance requirement.

Commissioner Partee said in my hand I have a neighborhood meeting sign-in sheet. There is no date and time stamp on it and then on the back of the sheet it states that notification was sent out per letter, a list attached to these minutes. In attendance was David Peete, Principal Planner, Huntersville; Drew

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Bowman; and Whitney Hodges, Bowman Development Group. There were no public attendees. Then I have signatures on the sheet. Can you explain?

Mr. Peete said why no one came out to the meeting? I cannot.

Commissioner Partee said who signed the sheets?

Mr. Peete said what you are looking at is the front page, is the first meeting. The second meeting was held because the item was continued.

Commissioner Partee said there was no date and time on the first sheet that's why I was questioning it.

Mr. Peete said the applicant can certainly add that. I was there. I was party to it, so I can vouch that the second meeting was held. The first meeting had in the neighborhood of 15 folks and most of them were from Charlotte, not that doesn't mean that they didn't have a standing in that notification. But the second meeting with the same list, in fact it was a larger list, no one attended.

Commissioner Partee said was there any pushback at the first meeting regarding this development?

Mr. Peete said there were some questions. I think there was curiosity about how St. Marks could be better served with turning lane movements. Again, those were all kind of being handed down by CDOT. There were some questions about the value or what they were going to sell for. There was not concern necessarily, well I don't want to speculate what they weren't concerned about, but they were definitely concerned about Mt. Holly-Huntersville and its traffic volume. They were concerned about turning movements. I think they would love to see the entry in several other places, but they also saw why it was going there as well. Beyond that, I don't recall anything strongly mentioned.

Nate Bowman said the original rezoning was contentious in several neighborhood meetings. The key question was cut-through traffic and we always contemplated correcting that as best as we could once the Hamilton family, which is who we are buying this property from, wanted to sell. This is really a culmination of what we wanted to tell people we were going to do and provide access to Beatties Ford Road so that there wouldn't be any cut-through traffic really through Westminster. We're building the road connections that could take you through Mt. Holly all the way over to Beatties Ford through our neighborhood, but giving you more options. It's not a straight shot, but everybody that moves into the neighborhood is going to know where the connections are and how they are to be made. This should really relieve everything that Westminster was worried about and basically that's why it wasn't heavily attended. I did call one of the neighborhood activists to make sure she came. We think we've got a better plan and CDOT, NCDOT and the Town of Huntersville like the new connection and the Dewey Puckett connection is also right-in/right-out, so this gives us the street network that we are always looking for in a loop road. We are preserving the Hamilton House. Part of the home is 200 years old.

Commissioner Kidwell said the park area on Page 4 of 12, will you be providing public access to get in and out of that public park area?

Mr. Bowman said it's going to be a public park, but the house itself will probably be a part of the homeowners' association, so they can have activities there and use it for whatever purposes.

Commissioner Munger said on the portion already approved, have you started construction on that yet?

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Mr. Bowman said no, we had a six-month delay over a sewer easement, which I had agreed to. It was about 500 sq. ft. and we had agreed to a price of $10,000, which was probably five times what Charlotte Water would have paid and once we were getting ready to sign it, they wanted $80,000, so we decided to pay Mr. Puckett to go through his property. That was a six-month hold up and just like anything else we've been strung for curb out there since Thanksgiving and it's a muddy mess. We've been having some construction issues due to the weather.

Commissioner Munger said if memory serves, it's been 37 months since this was approved. So, 2-1/2 years just kind of haven't had the right set of circumstances.

Mr. Bowman said yes. It sat there probably six to eight months over the sewer easement.

Commissioner Munger said I guess the only reason I bring this up is I look at patterns of behavior and if I look at this project and it was approved 37 months ago, 3 years and 1 month ago, and it hasn't started and I look at some other projects similar with Vermillion Village, nothing's happening.

Mr. Bowman said that's because Charlotte Water ran out of sewer.

Commissioner Munger said I hear lots of excuses, I'm just curious why nothing seems to move.

Mr. Bowman said there's a lot of gatekeepers in our business…….not giving any warning to having no more sewer in the total east basin of Huntersville was very dramatic and hurtful for my business and still isn't resolved. They won't have it until April 2024, and we are still trying to get them to allow us to begin construction and put our pipe in the ground with conditional capacity and that's going to DEQ right now with Charlotte Water and we're hoping to get that by March so we can start three projects in April, but we don't have that resolved with Charlotte Water yet.

Commissioner Munger said I'm also curious, are you pursuing any of the other properties in the area, if I'm permitted to ask. I guess you aren't required to answer, but I'm curious.

Mr. Bowman said no, this is the only property we contemplated so we could make the road access work.

Mayor Bales recognized Planning Board members present: Frank Gammon and Jay Henson.

Frank Gammon, Planning Board, said based on Mr. Munger's previous question regarding the TIA, I have a request that the Planning Department or Mr. Trott provide that answer regarding the TIA on this project to the Planning Board either in the Staff Report or by whatever means he deems necessary.

Mr. Bowman said even without the TIA, we're doing 100' storage left-turn lanes and right-turn lanes on Mt. Holly-Huntersville. Overhill and Carver are both going to be widened from 16' to 20'. We're adding curb and gutter, sidewalk on both sides, some on-street parking, so we are making road improvements to Overhill, Carver, and to Mt. Holly-Huntersville Road. I would assume that if a TIA was done, those are probably what we would have been required to do, but since we had to satisfy CDOT, NCDOT and the Town, we went ahead and agreed to all of that.

Commissioner Kovacs said I wanted to know if we could get the numbers because you stated the CMS information that we have in here does not include Phase 1 because that hasn't been built yet, so could we get that information.

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Mr. Peete said I have it for the old from the 2018 and the 2020, which I can provide.

Mr. Peete said Stephen has an answer to the TIA question.

Mr. Trott said it's a lot of numbers to keep up with, so I had to look it up to refresh my memory. The overall development was looked at for the latest TIA determination. It was over. The Town's thresholds have changed since the original development went through. Now based on the new rules, it still was over the TIA threshold, however, we went through the scoping process to figure out which intersections had to be studied. None of them were above that threshold, so therefore no TIA was completed, because those thresholds were also changed as part of the amendment process, so the first box yes. Hit the second box to figure out what you are going to study. Nothing came out of that for them to study, so therefore a new TIA was not required.

Commissioner Boone said once we start the roundabout at five points, the Pembroke Road and Overhill, you will not be able to go into the five points area, is that not correct. It'll be stubbed?

Mr. Trott said the Beatties Ford and McCoy intersection project that we're currently working, we're working on a traditional intersection at that location, not a roundabout. I just want to clarify that. We are still finalizing the right-of-way plans, but the plans that we have so far do not include a connection to Overhill.

Commissioner Boone said so that's going to be stubbed at Pembroke or do you know that or do you know the specifics yet.

Mr. Trott said we're still working through those because Pembroke is currently a state-maintained road, so we've got to work through that with them. We're looking to make it a four-legged intersection instead of a five-legged intersection.

There being no further questions or comments, Mayor Bales closed the public hearing.

Petition #R23-04. Mayor Bales called to order public hearing on Petition #R23-04, Oak Grove Hill - REVISION, a request by Carver Bowman, LLC to remove +/- 6.89 acres generally located north of Mt. Holly-Huntersville Road, east of Beatties Ford Road and south of Pembroke Road from the existing Oak Grove Hill Neighborhood Residential - Conditional District. The removal of the 6.89 acres is contingent upon approval of Petition #R22-05, a proposed revision to Oak Grove Hill CD-Rezoning for an overall 161 lot subdivision (see Petition #R22-05); (Parcel #s 015254432 & 01526450).

David Peete, Principal Planner, entered the Staff Report into the record and reviewed the request. *Refer to Staff Report and Staff PowerPoint attached hereto as Exhibit No. 4.*

This will be much simpler and more streamlined than the last presentation, but please keep all of that information in mind. You can see the red bordered box at the bottom of the image, 6.89 acres. This is very simply in this action to be removed. This is only to occur if the previous request were to be approved. They dovetail together, taking this 6 acres and sliding it into the new.

The recommendation here is to only take this action if the previous action were to be approved next month and then we would make sure that all the notes are updated to reflect that in terms of open space percentages and unit counts and such.

Commissioner Kovacs said is the removal of that from the Phase 1 approved plan considered a substantial change?

Mr. Peete said it is, that is why this is before you. Anytime we look at an alteration to an external boundary, we declare that major.

Joe Sailers, 9332 Westminster Drive, said we were just told that you, the Town, are talking about doing away with a five-point intersection at Overhill, McCoy, Beatties Ford, and the water road. If you do away with the Overhill connection to Beatties Ford Road, people that live here now are going to go down Pembroke to Westminster Park and out where we fought the first time around because it was all one phase that they would not dump traffic through the Westminster subdivision. If the Town is now going to do away with Overhill being able to get out to McCoy, it's going to end up dumping people into Westminster Park. Yes, he's going to have two entrances to Mt. Holly-Huntersville Road, but that's in Phase 3. Originally, we only had one phase, and if we have one phase, then the connection that was supposed to be done to Mt. Holly-Huntersville Road would've been completed, but now there will be no completions of any roads into Mt. Holly-Huntersville Road until the completion of Phase 3, which means the 160 units or 130 units, however many he gets done before he makes the intersection to Mt. Holly-Huntersville Road connected, we're going to have all that traffic backed and dumped into us, whether we like it or not, because right now we're having cut-through traffic because of the stoplight at Beatties Ford Road and Mt. Holly-Huntersville Road. It backs up from that intersection toward Huntersville all the way to W. T. Harris where it dead ends into Mt. Holly-Huntersville Road. It backs up from Beatties Ford Road and Mt. Holly-Huntersville Road all the way to Hopewell Presbyterian Church right now in the mornings and in the afternoons, so you're going to add another 160 cars times three because the families are going to have more than one car and we're going be ended up being stuck with too much traffic.

There being no further questions or comments, Mayor Bales closed the public hearing.

Petition #TA22-16. Mayor Bales called to order public hearing on Petition #TA22-16, a request by the Huntersville Planning Department to amend Zoning Ordinance Articles 3.2 General Districts and 9 Conditions for Certain Uses to establish buffer standards for a multi-family home use in one building, on one lot.

Jack Simoneau, Planning Director, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 5.*

Currently in the Neighborhood Residential, Neighborhood Commercial, Town Center, and Highway Commercial district, we allow one apartment building on one lot and it’s a use permitted by right. However, the setbacks don’t differentiate, so if I build a 4-unit apartment building or a 200-unit apartment building, the setbacks are the same even if I adjoin a single-family. What we are proposing to do is to amend the ordinance and increase setbacks based on what the adjoining uses are and the greater the density, the bigger the setback.

The staff recommends this amendment be approved. The Huntersville Ordinances Advisory Board did recommend approval 6-1 on January 5. It will go to the Planning Board next week and then ultimately to the Town Board for decision.

Mayor Bales said I think a more tailored buffer makes a lot of sense for the adjoining property lines.

There being no further questions or comments, Mayor Bales closed the public hearing.

OTHER BUSINESS

Petition #TA22-13. Petition #TA22-13 is a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 3.3.1(a) Manufactured Home Overlay District to update skirting requirements to comply with N.C.G.S. §160D-910 and to amend Article 11.6.1(a) Zoning Compliance to clarify application requirements and to amend Article 9.9 Commercial Communication Tower to comply with N.C.G.S. §160D-937 on collocating wireless facilities on Town utility poles.

Kayleigh Mielenz, Planner I, entered the Staff Report into the record and reviewed request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 6.*

Petition #TA22-13 addresses three separate topics: (1) Compliance with NCGS 160D-910(g) by removing the masonry skirting requirement for manufactured homes located on land leased to the owner of the manufactured home; (2) Amendment to article 11.6.1(a) Zoning Compliance to state property owner(s) must sign application; (3) Compliance with NCGS Chapter 160D-937 on the conditions and fees for co-locating wireless facilities on Town utility poles.

Commissioner Boone made a motion in considering the proposed amendment TA22-13, the Town Board recommends approval based on the amendment being consistent with Policies Land Use 10, LU-10.1 and LU-11.1 of the Huntersville 2040 Community Plan as the amendment is necessary to comply with the State Legislature. It is reasonable and in the public interest to amend the Zoning Ordinance because it is necessary to coordinate the Huntersville Zoning Ordinance to comply with State Legislature.

Commissioner Partee seconded motion.

Commissioner Kidwell said I'm going to ask some questions on manufactured home skirting. Who is going to enforce this?

Ms. Mielenz said our Code Enforcement would, but really it's going to come up with new manufactured homes being placed. They have to pull a building permit when a new manufactured or mobile home is going to be placed. We review all building permits for zoning, so when they were to pull that permit, that is when we are going to start asking do you own the trailer, who owns the trailer, are you leasing the land, that kind of stuff and at that point we would determine what kind of skirting they would need and then at the end of that, once it's placed and everything, they have a zoning inspection that will be done, so that is one thing that we would look for at that time as well.

Commissioner Kidwell said to clarify, we're only looking at new units, we're not going to send someone out to look at existing units.

Ms. Mielenz said correct, yes.

Commissioner Munger said just to elaborate on, and I believe it was in Commissioner Boone's motion, but because this is part of 160D, this is us complying with the state law and if we say no, it applies anyway.

Ms. Mielenz said correct, except for Section 2, but Sections 3 and 1 would still apply regardless.

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Mayor Bales called for the vote to approve Petition #TA22-13.

Motion carried 5 to 1, with Commissioner Kidwell opposed.

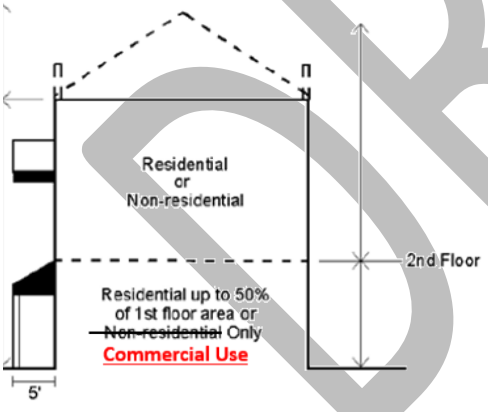
Petition #TA22-12. Petition #TA22-12 is a request by the Huntersville Town Board to amend Articles 4 and 12 of the Zoning Ordinance clarifying first floor residential and commercial area requirements for Shopfront and Workplace mixed-use buildings and associated definition amendment.

Jack Simoneau, Planning Director, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 7.*

Petition #TA22-12 is a request by the Town Board to clarify for mixed-use buildings the mixture of residential and non-residential. As the ordinance is written today and through this process, we have changed the word non-residential to commercial use.

First floor Shopfront and Workplace Buildings have the following standard: "Residential up to 50% of 1st floor area or Non-residential Only." The Town Board disagreed with staff assigning shared residential and non-residential floor area (i.e., mechanical rooms, maintenance space, etc.) as non-residential floor area. They requested an amendment indicating that only floor area dedicated 100% to non-residential uses would qualify as non-residential floor area.

Through the review process, it was determined the term "non-residential" should be replaced by the term "commercial" as it better aligned with the Town Board's intentions and is defined in the Zoning Ordinance. Below is the initial proposal presented at the public hearing, but has been modified per input from the Huntersville Ordinances Advisory Board and the Planning Board.



1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above and are further controlled by district regulations.
5. Where an existing residential building converts to a mixed-use building, at least 40% of the habitable floors area shall be residential
6. **First floor commercial area shall include floor area used exclusively for commercial use and shall not include any floor area that contains or is shared with residential uses, such as storage, mechanical rooms, etc. Any floor area devoted partially or wholly to serving residential uses, shall be considered residential floor area.**

The one thing I want to point out is the difference between the Planning Board and Planning staff recommendation and the Huntersville Ordinances Advisory Board recommendation. The Planning Board and Planning staff recommended the commercial use or up to 50% of first floor area. However, the Ordinances Advisory Board recommended up to 40% residential, so they wanted less residential, a little bit more commercial.

Commissioner Kovacs made a motion in considering the proposed amendment #TA22-12, the Town Board recommends approval with the following change: commercial use or up to 40% residential use from first floor area. The recommendation is based on the amendment being consistent with

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Huntersville 2040 Community Plan Policies LU-6, LU-7, LU-10, EV-1, EV-2, DT-1, DT-10. It is reasonable and in the public interest to amend the Zoning Ordinance because the amendment clarifies commercial use and residential first floor area requirements. Further, stating commercial use first and requiring a minimum of 60% commercial space be allocated to commercial use, emphasizes commercial usage of the first floor area in mixed-use buildings.

Commissioner Phillips seconded motion.

Commissioner Boone said since the percentages have changed, in Article 3.2.7 there's a footnote and it's footnote No. 2, that I'll read "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 a residential use, the remainder shall be in commercial use." Will that change at all.

Mr. Simoneau said no, that will not change. In that section of the ordinance, it's talking about the total square footage of all stories of the building, whereas this text amendment is that first floor which is right on the street.

Mayor Bales called for the vote to approve Petition #TA22-12.

Motion carried unanimously.

Petition #SUP22-02. Petition #SUP22-02 is a request by Hitesh Patel on behalf of Hotel Ventures of Lake Norman, Inc. for a Special Use Permit for a hotel at 16221 Northcross Drive (Parcel #00930115).

Mayor Bales said this hearing is a quasi-judicial hearing on the application submitted for petition as Special Use Permit #22-02, which is a request by Hitesh Patel on behalf of Hotel Ventures of Lake Norman, Inc. for a Special Use Permit for a hotel at 16221 Northcross Drive.

Quasi-judicial hearings are evidentiary in nature. Only parties with standing including the applicant, property owner, local government, and individuals who can show they will suffer special damages, have the right to participate fully in the hearing. Special damages must be particularized separate and distinct from damages to the public at large. Special damages are a fact specific inquiry. While proximity may bear weight in the determination of special damages, proximity in and of itself is insufficient to grant standing.

Parties may present evidence, call witnesses, and make legal arguments. Other individuals may, but are not required to be, allowed to speak as a witness. However, they will not be allowed to participate fully as a party, such as by questioning other witnesses or by calling other persons to testify.

Witnesses must swear or affirm their testimony. General witness testimony is limited to facts, not personal preferences or opinions. Certain topics require expert witnesses, including projections about impacts on property values and traffic impacts. Individuals providing expert opinion testimony must be qualified as experts and provide the factual evidence upon which they base their expert opinion. Mere conclusionary testimony lacking the foundation of the expert's opinion is insufficient to establish the existence or non-existence of a fact or conclusion.

The Board must base quasi-judicial decisions upon competent, material, and substantial evidence in the record. Competent evidence is evidence that is sufficiently trustworthy and reliable and that is legally fit and acceptable for consideration by the Board. Speculative, irrelevant, or vague evidence; non-expert

opinions as to something that requires an expert; and non-excepted hearsay evidence will likely not be competent evidence.

Material evidence is evidence that shows that the standards will or will not be met.

Evidence is substantial if it is relevant and regarded by a reasonable person as sufficient to support a specific conclusion. Speculation, unsubstantiated fears of the community, or vague assertions do not constitute substantial evidence.

Quasi-judicial hearings are constrained by standards in the ordinance and the facts presented.

Even though the Board may hear other evidence, if it is not objected to, the Board should rely on competent, material, and substantial evidence in making its decision.

The Board will recognize the applicant as a party, as well as the other property owners if different from the applicant. Are there other persons who believe they have standing to participate fully as a party? If so, please come forward at this time.

Seeing none. If you do not wish to participate as a party, please wait to come up until after we've identified parties with standing, but it looks like the only parties here today with standing are the applicant. Is the landowner here by chance? The applicant?

Susanne Todd said yes, [inaudible].

Mayor Bales said okay, thank you, then we will move forward.

Will each party with standing please come up and we need to swear you in, and at the same time we'll do that with staff as well.

Mayor Bales swore in Jack Simoneau, Jesse James, Stephen Trott, Hitesh Patel, Jay Henson, Susanne Todd and Zachary Spurgeon.

Mayor Bales said for those of you who are here, we have not done a quasi-judicial hearing or had a quasi-judicial hearing since last July, so please bear with me.

The parties to this case are entitled to an impartial Board. A Board member may not participate in this hearing if she or he has a fixed opinion about the matter, a financial interest in the outcome of the matter, or a close relationship with an affected person. Does any Board member have any conflicts of interest to offer at tonight's meeting?

Commissioner Phillips said I would like to disclose that in my interim job I am working with the hospitality industry and I'm on the board of Visit Lake Norman, so if the Board would prefer, I can recuse myself.

Mayor Bales said I don't think that would be necessary. I mean, you are representing the Town on Visit Lake Norman, so I think we are good there.

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The parties to this case have rights for any ex parte communication to be disclosed. Ex parte communication is any communication about the case outside of the hearing. That may be email communication, as well as conversations with parties, staff, or the general public. Does any Board member have any ex parte communications to disclose?

Commissioner Kovacs said I had a two second one-sided conversation with Commissioner Kidwell before realizing it was quasi-judicial, since it wasn't shared with us that it was.

Commissioner Phillips said I've had general conversations, we've received emails in the past, and we had the public comments during the public hearing. I just wanted to put that on record for all, but nothing that has been done has swayed me one way or another.

Commissioner Munger said I did not realize this was quasi-judicial either, and I have had conversations with at least two people on this Board, but it does not affect how I feel in general about it.

Commissioner Kidwell said I talked to a ton of people on this Board. We've had, you know, in-depth conversations, hours long. Just kidding. Does not [inaudible] me.

Mayor Bales said this is public record.

Commissioner Kidwell said yeah, I know.

Mayor Bales said based on the disclosures we've heard from the Board concerning partiality and ex parte communications, does any member of the Board or any party to this matter, have an objection to a Board member's participation in this hearing? I will first look to this Board, and now I will look to the parties. Do you have any objections?

Susanne Todd, Attorney for Applicant, said it's hard to say since I don't know what the conversations were about.

Mayor Bales said please disclose if you have had conversations.

Commissioner Munger said I went over some of the questions that I had tonight for the applicant and just kind of broad general questions about specifically some of the numbers related to the medians, the various scenarios that were presented.

Commissioner Kidwell said I had a conversation with Commissioner Kovacs tonight just on where I fell on this and pretty much said undecided.

Commissioner Kovacs said ditto. We went down the list, how we feel about items. I said this, I'm not sure.

Ms. Todd said we have no objection as long as they can make impartial decision.

Mayor Bales said I'd like to call on Planning staff for the presentation.

Jesse James, Principal Planner, said I'm going over SUP22-02. Please enter the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

DRAFT

As we've already discussed, all the items that go within a special use permit, quasi-judicial hearing, burden of producing competent material and substantial evidence lies on the applicant. There's a simple majority vote for approval. So why is a SUP needed in this particular case for Northcross Hotel? Included in this, the second part of this SUP is a conditional district rezoning and part of the analysis into that was Section 3.2.9, which goes into the Corporate Business district, which is the zoning that the applicant is looking to go for for the approval of a hotel, specifies that any hotel that borders a single-family residential zone or use, and that's property line to property line, don't confuse it with structure to property line, requires a special use permit.

The conditions for that section are Article 9.4.5, which is the hotel and motel use under the Corporate Business district. As we already spoke about, one of the triggers that hits this for a special use permit is property line to property line. You'll see a site plan. Next it shows that site plan with the single-family residential use to the rear.

The other part that does trigger an SUP is the height for a hotel or motel cannot exceed the district for which they're going for. The Corporate Business district does allow some uses within other building types to go over 45', but this particular building type has a height max of 45'. The applicant is asking for 47'.

The site plan on the screen shows what I was speaking about before. The back property line is directly adjacent to those single-family homes to the rear, and the proposed hotel, which is 47', goes over the building lot type of 45'. Article 9.45 does allow an increase in height with the condition of a special use permit.

The current slide shows the situation at that area. You see the site plan with the wooded evergreen trees and some of the deciduous trees in the back. The single-family residential neighborhood behind that, and it is surrounded by commercial uses on either side with I-77 across.

I just wanted to show an elevation of the proposed hotel. We'll see more of this in the conditional district rezoning hearing. This height, as I talked about before, which is a workplace building type, is 47' proposed. The maximum height is 45'. An important note, CB does allow up to 48' or four stories with other building types. In a hotel use the best building type and lot type that work within that district is the workplace building type.

Part of any special use permit is Section 11.4.10(e)(2) and that goes into the applicant burden section. Part of staff's analysis is to go through these five criteria and list any staff findings within this burden. The applicant has the burden to prove that these are all met.

I'll go over the staff's findings.

1. The proposed special use permit will not materially engage the public health or safety. From our analysis and going into permitting and reviewing any site plan, we would go into any public health or safety that might be impacted. That includes fire and building safety codes that would be done by Mecklenburg County and this would not endanger public health or safety. We wouldn't allow that through the permitting process.
2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity. The applicant did have an Impact Analysis on neighboring property values completed by Hotel and Club Appraisal and Consulting Services. Their analysis

found that property values of abutting properties will not be negatively affected. The applicant does have a presentation on that.

3. The proposed special use will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and any applicable small area plan. Staff's review of this, the proposal is consistent with the Huntersville 2040 Community Plan LU-5.1, 6.2, 7.1, and EV-1.3. Furthermore, hotels are a use by right in the Corporate Business district currently and this proposal complies with all the applicable ordinances with the exception of one minor modification of the 2' of height, which also triggers a special use permit. A reminder, it does require the conditional district rezoning.
4. The proposed special use will comply with all of the lot, size, yard, and other standards which this ordinance applies to all uses permitted in the zoning district in which the property is located. Through our analysis and review of the plans, the proposal does comply with all applicable standards with exception to the one minor modification.
5. The proposed special use will comply with all general and specific standards required by the appropriate section of the ordinance for issuance of a special use permit. This is simply all the standards will be met through the review process.

As far as staff recommendations, staff does find that the special use permit application meets all the requirements for a proposed hotel based on the above findings of fact. Staff recommends approval if the Board finds that the applicant has presented competent, material, and substantial evidence that proves the criteria for a special use permit.

I am available for questions. The applicant is also here for a presentation if there are not questions of me.

Mayor Bales said does the applicant…….would you like to speak or testify or do you want to call your first witness. How would you like to proceed?

Ms. Todd said I have a presentation, but I do have some notebooks to hand out to the Board members with information that we are presenting, including affidavits from two expert witnesses who are here today.

Mayor Bales asked they are also testifying what's in the notebook?

Ms. Todd said yes, they've been sworn in and they can answer any questions.

Mayor Bales said then we will allow that. Thank you. While she's bringing those binders up, does anyone have any questions currently for Mr. James.

Commissioner Munger said one of the things with the hotel is that it has to be 250' away from the nearest property, and we know this one abuts a neighboring property. But that's property line to property line. One of the things I saw in there is that the actual structure of the hotel will be 339' away from the neighboring property line, which would imply, and I know some of this you might have to draw some conclusions, but to me that would indicate that the actual property to property distance is probably about 400'. Does that seem like a fair assessment?

Mr. James said the conditions for this particular use in that district call for the measurement to be property line to property line, so I can't make that conclusion. The fact is, the structure of the hotel is that distance you had said from the actual single-family property line. There is a buffer as well that I'll

go into in more detail with the conditional district rezoning, but that goes over the required buffer for that district of 80'. That buffer is 124' proposed, and then you've got the parking lot between those two that adds an additional distance.

Commissioner Munger said I'll probably leave that one alone then.

Mayor Bales said does anyone else have any other questions at this time for Mr. James? As you come, if you will also as you begin, please state your name and address for the record, as well as the relation that you have to this case.

Susanne Todd said I'm a land use attorney. My address is 1065 East Morehead Street, Charlotte, NC 28204. Before I begin, is there anyone in opposition to this?

Mayor Bales said no one else has signed up.

Ms. Todd said I'm here today on behalf of Hotel Ventures of Lake Norman, the applicant. With me are two generations of the Patel family – Hitesh Patel and his brother Rakesh, and father Mr. Patel as well.

Again, we are asking for a special use permit to allow hotel use in this area, as well as following we'll be asking for a rezoning from Corporate Business to Corporate Business.

As you know, this is our burden and so I'm going to go through this information as quickly as I can and we may not use all exhibits, but I did want to share with you, just kind of run through the exhibits that are in this notebook.

The first one is, of course, a copy of our site plan overlaid onto an aerial because I thought that was more effective than the basic site plan. We also have the Article 9.45. This is something that you have already seen that shows what we need to show if we need a special use permit, and of course we need a special use permit for the distance as well as for the height. With a special use permit, a hotel can actually go up to six stories and stories is not defined. We have to be a minimum of 141' from the property line with the edge of the structure, and we're actually 339'.

Access has to be along or front on a major or minor thoroughfare and you can see that Northcross Drive is in fact a minor thoroughfare, so we comply with that, and there's also a requirement in the hotel use conditions that we comply with applicable standards and ordinance. The staff's findings validate that we do comply with the applicable standards and ordinances with that minor request for an additional 2' of height.

Exhibits 1 through 5 address those hotel specific conditions. If you look at Exhibits 1 through 5 in the Index, the Staff Report, the minor thoroughfare exhibit, as well as separation requirements and the site plan and the Article 9.45, you can see that we've complied with those aspects.

The next thing we have to comply with are the SUP standards, which are also in your ordinance, which are set forth and which Mr. James also addressed. We are going to run through those quickly as well.

The next item in the notebook is in fact Exhibit 6. I'm just reading these into the record. That's our Application Burden Form. We also have an affidavit of Zachary Spurgeon who is with Hotel and Club. He's an MAI appraiser. You'll be hearing from him, as well as a copy of this Impact Study.

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We have an affidavit of Mr. Jay Henson who is also with us today. He's going to testify that the site plan meets general specific ordinance requirements. And also, he's got a great cross-section that's attached to his affidavit as well.

The last affidavit is not an expert, but it's from in the sense of what we need to show, but it is by Mr. Hitesh Patel. He has a Northcross Masters Association plan approval letter attached to that.

The last item, No. 10, is actually proposed findings of fact should you care to consider any of those.

The first witness I'm going to call is Mr. Spurgeon to talk about his impact study and to address the proposed special use will not substantially injure the value of abutting property. He'll also be able to address the proposed special use will not materially endanger public health or safety. You've also heard that in the Staff Analysis that there's no reason to believe that this building will not be constructed in compliance with all ordinances and building code requirements, as well as address the special use to be in harmony with the area which is located in general conformity.

Mayor Bales said Mr. Spurgeon, as you come up, if you will please state your name and address for the record, and again your relation to this case.

Zachary Spurgeon, 3717 West Market Street, Greensboro, said I am a partner with Hotel and Club Associates out of Greensboro. I have been with the firm since 2006 and have more than 16 years of experience on real estate consulting and appraisal. I'm here today as a consultant. I hold a Bachelor of Science degree from NC State University and a Certificate in Hotel Real Estate Investments and Asset Management from Cornell.

Our firm was retained by the applicant to evaluate three items relative to the hotel – whether it will materially endanger the public health or safety, whether it will be in harmony with the area and conform to the Comprehensive Plan, and whether it will have any adverse impact on neighboring property values. I prepared the report in front of you, which I will refer to in my testimony.

In developing opinions on these matters, I visited the proposed hotel site and surrounding neighborhood, reviewed site plans and building plans for the hotel, aerial maps of the neighborhood, and reviewed the Huntersville long-term 2040 Community Plan. In analyzing any potential impacts to property values, I completed a matched pairs analysis.

Regarding whether the hotel will materially endanger the public health or safety, the hotel will be a good quality modern hotel. It will meet all applicable fire and building safety codes. Primary ingress and egress will be on Northcross Drive, a minor commercial thoroughfare. It will be a franchise hotel, which will require the owner to maintain high levels of maintenance, along with fire and life safety standards. For these reasons, it's my opinion that the hotel will not materially endanger the public health or safety.

Regarding whether the hotel will be in harmony with the area and conform to the Comprehensive Plan, the hotel is within the Employment Center character area. As previously noted, it's adjoined to the north and south by commercial uses and to the west by a single-family residential neighborhood. There's a 124' wooded buffer which will separate the residential neighborhood from the hotel improvements.

The Comprehensive Plan encourages more intense development where transportation and utilities already exist, LU-5.1, which is the case with the hotel project. In the Employment Center, there are

expanded options for frontages, including buildings fronting the street, LU-7.1 which is also the case with the hotel. The hotel project will create job growth, support small business and entrepreneurship, and expand the local tax base, contributing to the economic vitality of Huntersville, EV-2.1. As previously noted, hotels are a use by right within a zoning district, EV-1.3. For these reasons, it's my opinion that the hotel will be in harmony with the area and conform to the Comprehensive Plan.

Whether the hotel will have any adverse impact on neighboring property values, there are three residential lots in Birkdale that adjoin the hotel site. These lots will be buffered by a 124' wooded area. The hotel improvement will be constructed as noted earlier on the far eastern portion of the site, with the closest residential lot being 339' from the hotel building. The hotel will also have kind of a unique step-down design that's three stories on the western side, closest to the residential lots and four stories in the middle.

I performed a matched pairs analysis to analyze the potential impacts the hotel project might have on property values. Three paired sales analysis were completed on residential neighborhoods that adjoin a hotel property. First, I looked at recent sales data for homes that adjoined the existing hotels. Next, I looked at recent sales data for homes in the same neighborhood that are not adjacent to that existing hotel. After adjusting for certain factors, I compared the two sets of data to determine whether there was any adverse impact on property values due to the proximity to a hotel.

The closest residential neighborhood that I analyzed is in Huntersville, near Exit 23. The hotel is the Best Western Plus on Statesville Road and the neighborhood is immediately east. I completed a similar assignment in Durham and have included two residential neighborhoods in Durham that are adjacent to an existing hotel.

In all three analysis, the average adjusted sale prices per sq. ft. for properties adjoining hotels did not indicate any adverse impact on property values when compared to the same metric for properties in the same neighborhoods not adjacent to the hotel. In other words, market data shows no adverse on property values as a result of proximity to a hotel. Therefore, it is my professional opinion that the proposed hotel will not have any adverse impact on neighboring property values.

If you have any questions for me, I'll be happy to answer them.

Mayor Bales said does the Board have questions for this witness?

Commissioner Munger said is there a particular reason you use median instead of mean when you were comparing the values.

Mr. Spurgeon said I just thought the median would be a good reflection of the…….

Commissioner Munger said the reason I ask that is if I take five numbers 2, 4, 6, 10,000 and 20,000, the median is 6. The mean is 5,002. It tends to disguise something that may be happening underlying with data. I did have some questions about some of the particular scenarios you put forth. On the first one, the Best Western Hotel, the question I had was specifically about No. 5, 406 Mt. Holly-Huntersville Road. On that one, it has an inground pool. It's the furthest away property. It's on a minor thoroughfare and has a much higher acreage. All of these which suggest a much higher value and as you know, this one actually skews downward as the suggested sq. ft. is $40 below average. For me, this looked like more of an outlier than a comparable. If I remove that, the adjusted non-hotel comps go to $212.07, and again

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these are averages, and the hotel neighboring property $201.97 per sq. ft., meaning the difference in mean is -5 percent compared to 0.9 percent. Would you disagree with that?

Mr. Spurgeon said could you repeat the last couple of sentences.

Commissioner Munger said the adjusted non-hotel comps goes to $212.07 and the hotel neighboring property stays constant $201.97 and the difference in mean is -5 percent compared to a -0.09 percent.

Mr. Spurgeon said that sounds accurate. I'd have to do the calculations.

Commissioner Munger said the next one I'm going to look at is Scenario Two, a Trinity Park residence and the house in question that I'm looking at is the 109 Watts Street. This one has a nearly 50 percent larger lot, has the most sq. ft. Year built range of all other houses is 1906 to 1925, whereas this house was built in 2009. Again, this looks like more of an outlier to me. If I take that one out, the adjusted non-hotel comps are $366.01 per sq. ft. The hotel neighboring property stays constant $409.69. The difference in mean is a +10.7 percent compared to a +0.2 percent. Just throwing out numbers. The last one, the Durham LaQuinta, this one actually makes sense to me. The only thing I want to point out is the hotel neighboring property is the only one that did not sell for above asking price, spent 45 days on the market, when none of the others even hit double digit days on market. Again, difference in mean is +6.9 percent, whereas the median difference is a +5.6 percent. That's kind of the point of emphasis. Anytime I see a median, it makes me jump. I'm a data person. Overall, the interesting thing is in two out of the three scenarios, property values actually increased for the hotel neighboring property, which is just kind of an interesting thing. In general, if you can explain why the outliers were chosen and was there in any way a directive given to you to get that number as close to zero.

Mr. Spurgeon said was a directive given to me?

Commissioner Munger said yes.

Mr. Spurgeon said absolutely no. No, I acted very independently the whole time. In regards to the Residence Inn in Durham, that if I recall, just because I understand the other ones are older properties and historic, this one is 13 years old roughly. But that doesn't necessarily mean that it wouldn't be a comparable sale. I understand it's got newer finishes, but it is in the same neighborhood. Size-wise, it's right in line with the other ones in terms of some of the other features. I'd have to go back and look at the MLS data sheet and talk to the listing broker again about it. On the surface, you know, just because of the age, I wouldn't necessarily discount it totally as a comparable. On that last neighborhood, the LaQuinta one, I can't remember which cell you were referring to.

Commissioner Munger said I was referring to the hotel adjacent being on the market for 45 days and it was the only one that was at listed price, everything else was over listed price.

Mr. Spurgeon said the days on market were a little higher for that one. I acknowledge that. Potentially that implies that you may have a more limited buyer pool in that case. But did it impact the value that you actually got for your house. That doesn't appear to be the case. Interestingly, in the second analysis on the Residence Inn, the No. 1 which actually borders the hotel, had a days on market of five days and there's actually no buffer. There's a brick fence that's maybe 8' tall that separates the hotel from this house, and they had some vegetation, but it was snapped up pretty quick.

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Commissioner Kovacs said just out of curiosity were these numbers…..was there anything in the formula that took into account the fact that some of these times were the highest point of our market in our zip code.

Mr. Spurgeon said I believe all the sales were within the same general time period and were adjusted for the date of sale and because they were all kind of in the general same timeframe, I don't see any impact from that.

Mayor Bales said any other questions for this witness?

There were no other questions.

Mayor Bales said Ms. Todd, do you wish to call any other witnesses to speak on behalf of the case?

Ms. Todd said did any of the comments on the mean versus median, did that change your opinion?

Mr. Spurgeon said no, it did not.

Ms. Todd said you mentioned the buffers between the properties. Can you explain what buffer was between the Best Western and the adjacent property.

Mr. Spurgeon said the Best Western here in Huntersville has a wooded buffer, it's in my report, but I believe it's roughly 85' of a wooded buffer versus the applicant's buffer of 124'.

Ms. Todd said I have no further questions and I would just call Mr. Henson.

Mayor Bales said Mr. Henson as you come, if you will please state for the record your name, address, and relation to the case.

Jay Henson, 121 Gilead Road, said we were contracted to do the site development plans. We did the site plan, the site engineering, so we did prepare the plans. We did a grading plan that showed sort of a cross-section of how the site works. We provided underground stormwater detention to sort of increase a little bit of that buffer in the rear so that we were able to save more of the existing trees. In addition, we committed to some landscape material, larger evergreens on top of the wall in addition to the buffer to sort of protect with headlights and some additional visual screening. We've coordinated and contacted NCDOT with driveways and have worked with staff regarding any other site plan items such as parking, layout, setbacks, etc. I'll be glad to answer any specific questions y'all have.

Mayor Bales said are there any questions for this witness?

There were no questions.

Mayor Bales said Ms. Todd, do you have any additional witnesses?

Ms. Todd said we do have an affidavit from Mr. Patel that concerns there were questions raised during the public hearing with regards to maybe the difference in types of hotel uses, extended stay versus the different products. I don't know if that's 100 percent appropriate for here, but if there is a concern about that, then I would rather address that in here as a health and safety issue…..if there is a concern about the hotel products, let me put it that way.

Mayor Bales said are there any questions from this Board regarding hotel product?

Ms. Todd said he does address that in his affidavit.

Mayor Bales said seeing none.

Ms. Todd said again, the rest of the presentation really has to do with efforts made by the client with regards to massing. As you heard previously, the, you know, moving, setting in the fourth story so that gives a perception of being more of a third story building with the fourth kind of in the center, so it's set off from the road and from the properties behind in an effort to make this harmonious with the surrounding area. You can see, I like this cross-section because I really think it shows you the 124' buffer that's between the residents, as well as the proposed retaining wall, and then we will have on top of that retaining wall a row of evergreens. And then, of course, you do have the parking lot trees and then the 339' before you even get to the structure itself, so I do think that's valuable to see.

Again, you can see how this property lines up with the existing property's parking lots and the rear of the property. Attached to Mr. Patel's affidavit is a letter from the Northcross Master Association, property where he receives approval for the plan. They've approved the plan as well as the architectural specifications.

Mr. Spurgeon did mention, as well as staff, it's always difficult to weigh in on whether something complies with the Land Use Plan when you have the experts and the staff sitting there telling you it does and we would agree with staff's assessment of that as well, that this does comply. It's in the Employment Center and it does comply with the Land Use Plan. We're available for any questions you might have.

Mayor Bales said are there any other questions for the applicant?

Ms. Todd said I'd like to do a little bit of housekeeping, if I may, and tender both witnesses as experts in their field of land evaluation as well as architectural site plan design, and tender the notebook Exhibits 1 through 10 into the record. *Exhibits attached hereto was Exhibit No. 9.*

Mayor Bales said does the Board have any more questions for the parties or witnesses before we move into deliberation? Hearing no additional questions or presentation of relevant facts, the Board will now begin deliberation. The evidentiary hearing remains open so that the Board may ask clarifying questions, if needed. As a reminder, this Board is tasked with deciding if, based on competent, material and substantial evidence presented at the hearing before this Board, this proposal meets the applicable standards.

If the applicant meets their burden of producing competent material and substantial evidence that the standards in the ordinance will be met, the burden shifts to the other parties opposing the application to show by competent material and substantial evidence that the standards in the ordinance will not be met.

If conflicting evidence is to be a standard as presented, the Board will weigh through that evidence and we did not have anyone opposing, a party opposing the application. If the applicant does not meet their burden of producing competent, material, and substantial evidence, that the standards in the ordinance will be met, the Board must deny the application.

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The application as originally submitted was considered by the Planning Board and the Planning Board made a recommendation. Nothing that occurred at the Planning Board level, including the Planning Board's recommendation, is considered evidence that you can base your decision on. However, the Planning Board's recommendation may be useful to the Board in identifying issues that this Board may want to consider and evaluate based upon the evidence that was presented at the hearing before this Board.

Is there any deliberation that needs to be had? Any additional questions for the applicant or the witnesses?

Seeing none, is there a motion regarding this request?

Commissioner Partee said I have a question, Ms. Sloop, and I may be out of order. In my career in law enforcement when a defendant or a person of standing presents evidence, normally under discovery we receive the evidence prior to the hearing, so we have a chance to evaluate and come up with questions that may be appropriate at the time of the trial or at the time of the hearing and tonight I'm just getting a booklet without having to properly examine the content and then you want myself to make a decision on this case, so therefore are we out of order or is this appropriate or is this a pattern when it comes to quasi-judicial.

Emily Sloop, Town Attorney, said first just a point of clarification, quasi-judicial is not the same as a formal evidentiary hearing. At the quasi-judicial hearing, you're only able to base your decision on information that is provided at the quasi-judicial evidentiary hearing and seeing as how the witnesses were here to testify as to what they put in the affidavit, it's appropriate because they are testifying as to the same information included in the notebook. The counsel had indicated that she is preserving the record by presenting the notebook into the record.

Commissioner Boone made a motion in considering the Special Use Permit #SUP22-02, Northcross Hotel, we the Town Board finds the request meets all required criteria for granting a Special Use Permit for a hotel spaced less than 250' from a residential zone, as outlined in the Zoning Ordinance Article 9.45. The Town Board grants SUP22-02 and incorporates staff's findings of facts for the standards to grant SUP22-02.

Commissioner Phillips seconded motion.

Mayor Bales said is there any discussion?

Mayor Bales called for the vote to approve Petition #SUP22-02.

Motion carried unanimously.

Mayor Bales said the staff will draft and I will sign the final written decision to reflect the vote and reasoning for this decision. Thank you to everyone for attending the hearing regarding Petition #SUP22-02, a request by Hitesh Patel on behalf of Hotel Ventures of Lake Norman, Inc. for a special use permit at 16221 Northcross Drive. We welcome you to stay for the other items on the agenda, and if you are leaving, please do so quietly at this time.

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Commissioner Phillips said a point of housekeeping. Ms. Sloop what would you like us to do with the notebooks.

Ms. Sloop said you can keep them and read them again if you would like or you can give them to the Clerk.

Petition #R22-06. Petition #R22-06 is a request by Hitesh Patel of behalf of Hotel Ventures of Lake Norman, Inc. to rezone approximately 2.66 acres at 16221 Northcross Drive from Corporate Business Conditional District to Corporate Business Conditional District to permit a four-story 109-room hotel.

Jesse James, Senior Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 10.*

This request is for a conditional district rezoning from CB-CD to CB-CD. The main difference between the two is the site plan within the original CB does not allow hotels as a land use.

The growth in 1997 shows the commercial district for the CB-CD was graded in 1997, where the residential subdivision to the rear was not yet established. In 2002, you can see part of that commercial district being built and then the single-family residences to the back were added around 2002, with some of that site actually being graded later for the commercial district.

The current zone is still Corporate Business Conditional District. The main item there is hotels were excluded from uses to be allowed in that district. That was in 1994, or actually before that, and was amended in 1994 to convert to conditional business instead of business park conditional district. The important part of that is Corporate Business now does allow hotel uses with conditions.

This rezoning request is for a hotel – 109 rooms, 109 parking spaces, 4 stories, 47' high. They are proposing 339' building separation from the residential zoning line. That gives an additional buffer that they did not have to do. A special use permit is required. That's already been gone over. They meet the specimen tree save number of 30 percent and actually are going 10 percent higher than that. In the rear there's an 80' vegetated buffer provided. Actually, it's 124' buffer provided, 80' is required with the additional row of evergreen trees. This site plan does not show that, but it's along the back of that retaining wall against the parking lot. There's actually a proposed connection to the La Unica restaurant, which is a requirement in the ordinance and they are asking for the 2' modification, which is part of a conditional district rezoning. That is the minor modification request.

During the Neighborhood Meeting, some of the residences were concerned with windows on the back of the hotel. I worked with the applicants to take those windows off the back to provide more security on the back. Also, in the ordinance we require buildings that do not meet the massing, meaning the adjacent properties which are one and two stories, to then make that massing perceive to be smaller, so they did that on the top. They took actually part of the back and the front and the sides and reduced those down as well as adding architectural features for different exterior building requirements, so they have concrete and then brick and then another material on top.

One item that was not present at the hearing is NCDOT TIP Project I-5715 that will add an on-ramp from I-77 northbound to connect to 21 and Northcross Drive. They still have to do the right-of-way acquisition, but that will add more traffic on Northcross and possibly add more commercial uses that have not been added before and just have more visibility for commercial uses as well and by also relieving some of the congestion on 73.

The proposed site is within the Employment Center. The Employment Center asks for a mix of retail, residential, live and work units. An important part of the aspect is when you have employers, you need a place for them to stay temporarily, so the Employment Center does ask for hotel uses within that. With that being said, the Planning Board recommended approval of R22-06. It does meet the Community Plan 5.1, 6.2, 7.1 and EV-1.3, the same land use plan items that were approved under the Special Use Permit. The proposed development is consistent with the surrounding development's character by varying the massing of the building and further adds additional buffering that is not required under the ordinance. It is reasonable and in the public interest to approve the rezoning plan because the rezoning is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan. The Planning Board had that same approval statement and that was approved 8-0, with one recusal.

Commissioner Boone made a motion in considering the proposed application R22-06, Northcross Hotel, the Town Board recommends approval based on the Plan being consistent with the Huntersville 2040 Community Plan policies LU-5.1, LU-6.2, LU-7.1 and EV-1.3. The proposed development is consistent with the surrounding development's character by varying the massing of buildings to reduce the perceived scale and volume and further provides additional buffering than required by code with the adjacent single-family residential zoning to the west. It is reasonable and in the public interest to approve the rezoning plan because the rezoning is consistent with the envisioned use and development pattern set forth in the 2040 Community Plan.

Commissioner Partee seconded motion.

Commissioner Kidwell said where the parking lot extends back, to the left and right of the proposed area, it extends further than the other two parking lots. My question is on the photo, though, it looks like there's either a retention pond or a natural area.

Mr. James said the difference between those sites and this, this site provides, it's kind of you can see it in the box area in the parking area, that's an underground retention. That actually helps provide more parking, but then it allows for additional buffering.

Commissioner Kidwell said my other question is for the applicant. In terms of heating and air-conditioning units, where will those be located and will those be able to be seen from the road.

Hitesh Patel, 3836 Honors way, Augusta, Georgia, said no, all of the equipment would be screened so we would have some rooftop equipment, two I believe, and they will be screened as well from street level and adjacent areas and then any that we have on ground level will be screened with landscaping or little wooden fences and so forth.

Commissioner Munger said I'm not sure if this is for the applicant or staff, you mentioned the connection to La Unica, has La Unica agreed to the connection and is the space available, meaning are there parking spaces they're going to lose because of that connection.

Mr. James said La Unica was required to have that stub, so that stub actually goes to the property line, so this would actually just join that stub. The parking spaces that they have now I think they just use for overage parking or convenient parking in the front, but they are not meant for parking spaces.

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Commissioner Munger said it's technically not a parking space, it's just a stub and they're connecting stub to stub.

Mr. James said they're convenient parking spaces now, but they were never meant for parking spaces.

Mayor Bales called for the vote to approve Petition #R22-06.

Motion carried unanimously.

Huntersville Ordinances Advisory Board Appointments. Three members (Brandy Skelly, Thomas Finlay and Tim Taylor) have terms expiring February 2023 and are not seeking reappointment.

Six applications were received for the three positions.

Commissioner Munger nominated David Johnson, Jacob Palillo, Darryl Wood.
Commissioner Partee nominated Scott Harrington, Jacob Palillo and Michael Pollard.
Commissioner Kidwell nominated David Johnson, Edward Montague, Michael Pollard.
Commissioner Kovacs nominated David Johnson, Jacob Palillo, Michael Pollard.
Commissioner Boone Harrington, Palillo, Pollard.
Commissioner Phillips nominated Harrington, Palillo, Pollard.

Commissioner Kidwell said isn't Mr. Palillo on your housing authority.

Mayor Bales said Mr. Palillo was appointed to the Affordable Housing Task Force.

Commissioner Kidwell said does that interfere with……..I know no one can be on two different committees.

Emily Sloop, Town Attorney, said in the resolution that the Town Board previously passed in 2018, they did include waiver language that would allow the Town Board to appoint someone to an additional appointed board if the Board essentially deemed fit.

Mayor Bales said based off my numbers, I have Mr. Palillo and Mr. Pollard appointed to the Ordinances Advisory Board. There was a two-way tie between Mr. Johnson and Mr. Harrington. I'm going to ask one more time and we're going to stick with those two names.

Commissioner Phillips nominated Harrington.
Commissioner Boone nominated Harrington.
Commissioner Kovacs nominated Johnson.
Commissioner Kidwell nominated Johnson.
Commissioner Partee nominated Harrington.
Commissioner Munger nominated Harrington.

Mayor Bales noted that Mr. Harrington currently serves on the Parks & Recreation Commission and has agreed to resign from that commission if appointed to HOAB.

Commissioner Boone made a motion to appoint Mr. Harrington, Mr. Palillo and Mr. Pollard to the Huntersville Ordinances Advisory Board.

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Commissioner Partee seconded motion.

Motion carried unanimously.

Resolution – CIP Funding/RAISE Grant. The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program, to which the Town of Huntersville is applying for funding to complete multi-use paths along Church Street and Holbrooks Road, and a sidewalk on Dellwood Drive, requires a minimum of 20 percent local funding match. This resolution is requesting approval for designating $2,430,000 in CIP funds that are already committed to the Church Street Extension project, from Holbrooks Road to Dellwood Drive, as the Town's local match for the RAISE Grant project.

Commissioner Partee made a motion to approve the $2,430,00 in capital improvement project funds that are already committed to the Church Street Extension Project from Holbrooks Road to Dellwood Drive as our local match for the RAISE grant project.

Mayor Bales asked Commissioner Partee to amend his motion to $2,541,225.

Commissioner Partee amended his motion to approve $2,541,225.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 11.

Contract for Audit Services. The Town released a RFP for audit services on December 14, 2022 and posted an invitation to bid on the Town's website. After reviewing a list of audit firms from the LGC website, an invitation to bid was emailed to five firms providing governmental audit services in our area. Only one firm responded, and the firm was Martin Starnes. Staff recommends approval of the contract with Martin Starnes.

Commissioner Kovacs made a motion to approve the contract with Martin Starnes for audit services.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Contract attached hereto as Exhibit No. 12.

MAYOR AND COMMISSIONER REPORTS/CLOSING COMMENTS

Commissioner Munger

- The Department of Environmental Quality will hold a public hearing on Colonial Pipeline's Wastewater Treatment Plant permit application on March 16.
- Next meeting of Huntersville Ordinances Advisory Board is March 3.
- Consider supporting local non-profits.

Commissioner Partee

- No report.

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- Advocate for gun safety – HPD has free gun safety locks.
- Advocate for non-profits, specifically Cool Kids Clubhouse

Commissioner Kidwell
- Provided update from the Charlotte Regional Transportation Planning Organization meeting.

Commissioner Kovacs
- Provided update from Lake Norman Chamber of Commerce.
- Pottstown Community Meeting is on February 23.

Commissioner Boone
- The committee to look into full-time firefighters will meet later this month.

Commissioner Phillips
- No Report

Mayor Bales
- Next Metropolitan Transit Commission meeting is March 22.MTC our next meeting is March 22. Last month the MTC received update on micro-transit.
- SEG Systems announced their relocation to Huntersville.
- The Affordable Housing Task Force will have its first meeting on February 28.
- Mayor's Fitness Challenge begins March 12.
- Yesterday was 9-year anniversary of the murder of Peter Jordan. Encouraged anyone that has information to contact Crimestoppers.

Commissioner Kovacs reminded everyone of Huntersville's 150th birthday party this Saturday.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2022.

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Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 3, 2023

Subject: Approval of Minutes - March 6, 2023

EXPLAIN REQUEST:
Consider approving the minutes of the March 6, 2023 Regular Town Board Meeting.

ACTION RECOMMENDED:
Approve Minutes

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Draft Minutes

TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES

March 6, 2023
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:30 p.m. on March 6, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Lance Munger, Derek Partee, Rob Kidwell, Amber Kovacs, Commissioner Phillips.

Mayor Bales called the Pre-meeting to order.

Potential Architectural Review Board Discussion. Commissioner Partee explained he has been asked why Huntersville does not have an architectural review board and thinks the Town should explore an architectural review board and hear what the planners have to say.

Jack Simoneau, Planning Director, reviewed what the Town does today and what we found in other communities that do have architectural review boards. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Mayor Bales requested the Town Attorney talk about legal concerns.

Emily Sloop, Town Attorney, noted NCGS 160D does not provide specific authority to have an architectural review board. Given that we don't have specific authority to create an architectural review board, we would have to rely on NCGS 160D-306 that allows for general, not specific, authority to create by ordinance other advisory boards. Those boards would only be advisory in nature. They cannot make final decisions and another caveat to that is that when you have general authority rather than specific, you can't exceed the purpose and grant of authority for the zoning regulations themselves. The purpose in the general grant of authority do not touch upon regulating aesthetics. NCGS 160D-702 specifically says that you cannot regulate for residential buildings design elements as defined by statute. The UNC School of Government has a blog that heavily cautions against creating boards that are making decisions on subjective aesthetic type design questions.

Following discussion, Mayor Bales encouraged the Board to send any questions or requests for additional research to the Town Manager.

There being no further business, the Pre-meeting was adjourned.

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REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on March 6, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, Derek Partee and Stacy Phillips.

Mayor Bales called the meeting to order.

Mayor Bales called for a moment of silence.

Mayor Bales led the Pledge of Allegiance.

STAFF QUESTIONS

None

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Mayor Bales proclaimed February 2023 as Women's History Month.

Town of Huntersville
Proclamation

WHEREAS, noted historian, Dr. Carter G. Woodson, announced the second week of February as "Negro History Week" in 1926 in order to increase public awareness and appreciation of the important role that African-Americans have played in shaping America's history; and

WHEREAS, the second week of February was chosen to coincide with the birthdays of Frederick Douglass and Abraham Lincoln, was celebrated by Black people in the United States; and

WHEREAS, the United States government officially recognized Negro History Week in 1976 as part of the U.S. Bicentennial, expanding it to Black History Month; and

WHEREAS, America is a melting pot of cultures and ethnicities; all part of the "Land of the Free." Black History Month fosters cultural awareness and understanding, while encouraging education about contributions made by Americans of color; and

WHEREAS, the omission of much of the history and contributions of African-Americans from textbooks and other literature has impeded awareness and appreciation; and

WHEREAS, the celebration of Black History Month is a positive way of recognizing the culture and history of African-Americans as vital to the core beliefs and values of this society; and

WHEREAS, the contributions of African-Americans have played significant roles and made lasting contributions to our Town's history and the history of our economic, cultural, spiritual and political development, while working tirelessly to contribute to every aspect of American society including business, education, politics, science, and the arts.

NOW, THEREFORE, I, Melinda Bales, Mayor of the Town of Huntersville, on behalf of the citizens, do hereby proclaim the month of February 2023 as ***"Black History Month"*** in the Town of Huntersville and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 6th day of February 2023.

Stephen Hines, 8319 Camberly Road, said I would like to speak in favor of the development. It seems that we have gotten caught up in a whirlwind of negativity and against improvement and against advancements in our society. I hate to see that happen to Birkdale. I hate to see it stagnate. I hate to

see our property values go down. The problems that we are facing and what most people are against are the office building and the hotel. Part of the problem is I see it as that's the part that would help vitalize Birkdale and help vitalize the downtown area and attract the businesses, upgrade the restaurants and the activities and the benefits to living in Birkdale Village, which is why people move there, certainly one of the reasons why I moved there. It's the apartment buildings that are going to bring all of the problems, but you all as I understand it, don't have the ability to say no to those, so I hate to see the good part, the part that will help vitalize the community, be voted down just because of problems which are going to be brought in by something that you all can't control. And when we talk about problems with the parking, if we are going to get the apartments, the parking that is set aside for the apartments isn't going to meet the needs of the apartments and so what we need is we need other parking facilities which come from the hotel and which come from the office building. When you talk about the traffic problems, about the time all this development gets done we are going to be in the throws of the development of Sam Furr Road and that's going to cause horrendous problems as I see it. When they do away with the left-turn lanes and things like that, people aren't going to be able to go out of Birkdale Village. If that's the case, then turn left onto Sam Furr, so we are going to have traffic problems that are presented by issues beyond what's your control unless you all get some say so in how Sam Furr Road is developed. And so I hate to see us lose the benefits of the taxes that hotels will bring into the city, the taxes that office building and offices and businesses will bring into the city. We're stuck with the problems because of the apartments that come in, so I definitely think that we need to consider these and that Huntersville needs to move forward not backward and that we say yes to the development.

Taylor Judge, 17222 Calverton Road, said I have felt very incredibly lucky to be a homeowner right next to Birkdale Village. Since being a homeowner in the area I've seen the equity of my home almost double and that's only about 2-1/2 years. I believe the updates in Birkdale Village have played a big part in that. I'm here to say that I'm in favor of the updates NAP has planned. My peers who live in Charlotte are dying to move to the area. They are attracted to the high-end restaurants, the shopping, and the events. I'm also the Social Chair of my neighborhood and my role is to bring neighbors together and create a better quality of life for those who live in my community, and I think that the changes in Birkdale so far and the ones they have planned are doing the same thing. I'm in favor of change in general, especially if it's going to increase my quality of life.

Lesley Williams said I live in The Cape in Huntersville. It's about 10 minutes from Birkdale. I've been a resident of Huntersville for over 15 years. I'm here this evening because like many of my friends and neighbors, we were delighted to read towards the end of last year that tired old Birkdale was the subject of huge investment and remodeling. Like many others, we were confident our Town representatives were in favor. Birkdale is a unique amenity and a gem, and like all good gems it needs polishing to be its best. Investment in improvement were long overdue. However, we are now equally dismayed to hear that the investment and remodeling is now being progressively scaled back, not by the developer's choice, but due in part to negative pressure from a vocal minority. I'm here not because I don't have anything better to do this evening, but because I felt the necessity to try and balance the voices you are hearing from. Thanks to this investment finally we have public restrooms and baby changing facilities, a proper green where we can sit and enjoy local artists and events, kid size tables and chairs where they can enjoy their ice cream without sitting on a bench where their feet don't even touch the ground. Reduced street parking means less traffic in the center which makes it safer for pedestrians and families with children. Cars in a community development like Birkdale belong in a parking deck. We are excited by an influx of different and exciting tenants, better aesthetics, landscaping and more. Finally, we hear of new tenants choosing south Lake Norman instead of always reading about Southpark, South End. But to attract those good tenants and keep them here, the commercial environment must support them.

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That means when the apartment tenants are out during the day, office tenants pick up their coffee from Starbucks, frequent the restaurants, hold business lunches, run errands for that birthday gift. The local employment and revenue that stands to be generated by these improvements are significant. Property taxes, sales taxes, which directly or indirectly will benefit all Huntersville residents, whether they are put into our classrooms, road improvements, sidewalks, greenways or parks, it would be hugely disrespectful to all Huntersville residents if these jobs and taxes go to another town or are lost all together. This is an existing real estate. The debate over improvements should be much less controversial. Thanks to the attention brought to Birkdale this is now on many Huntersville residents' radar and this administration's report card. To the average Huntersville resident, including myself, I'm not educated on which department is responsible for the vote on this particular application. We look to you all as collective representatives to work together for the best outcome for all of Huntersville residents.

Chanda Pope, 16846 Bridgeton Lane, said I also have another property at 9936 Rio Street in Huntersville. I've been in Huntersville for 15 years and I thank you for taking the time to listen to us tonight. Like all of you, I was excited, that's why I moved to Huntersville over 15 years ago. I think it's great. I thought they were going to do like the movie theatre that really needs an upgrade. It's bad, right, which I found out NAP doesn't own the movie theatre. They don't own that building, not at all. They don't own some of the other buildings in Birkdale either. Are they just going to let them sit, look brown and just sit there. They are not going to make them change to make an aesthetic like the charming Birkdale that it was. Birkdale didn't need NAP. NAP needed Birkdale. Shops were full. It was already crazy busy. Traffic on 73, yes. It's crazy. I was there at 2:30 p.m. today and 73 was already backed up. I was here this morning taking pictures….10:30 this morning. This looks like a craft project from 101 elementary grade school. We have buildings that are painted blue. We have brown buildings with white buildings. They own these buildings, but they haven't taken the time to paint them. What are they waiting for. Why is Williams Sonoma just sitting there. They own that building. Why haven't they painted it. It's been 7 months. They said that there's a permit. What about the water feature. I don't see a permit in the public record on here. It says no permit is holding. And that's what they said, the fountain is not done yet, but there's no permit in the public record here that states that they are waiting for it to be fixed. What about the other buildings they said last time they said we are waiting for permits. I can only find one permit for one person coming in. I pay taxes on two properties in Huntersville. I moved here because I love it. I'm a small business owner. I support small business. If I want to go to L'Occitane and Cartier, I can drive to Southpark. I can fly to Italy. I can afford that stuff. I don't want that. And I don't think everyone else does either. That's what's so cute, it's charming, aesthetic, all the places around Huntersville are adorable houses cute set up beautiful places. Why do we want to be the next Avalon in Alpharetta, Georgia. Have you looked at some of NAP's properties that they have done. They said that they build in thriving……

Sheila Wilson, 8148 Evanston Falls, said I am a homeowner in The Greens at Birkdale Village. I'm here tonight in support of the continued development of Birkdale Village. I don't want this area to be passed by. I want to see continued growth and prosperity. I want my property value to continue to be strengthened and sustained by the vitality and viability of the village. I am a superuser of the village space – retail, restaurants, services, events. I have skated on the ice rink, I've sampled local restaurants at last fall's charity event. I cheered for Santa lighting the tree, enjoyed many summer evenings listening to bands under the oaks and everyday my dogs lead me directly to the concierge's desk where Jade and Jamie wait for us with treats. They know us by name, me and the dogs. We saw what happened when the previous village owners didn't put time and money into maintaining. We now have a company that has increased the usability and enjoyment factor for everyone, whether they are spending money in the village or not. The green space by the stage is packed with families and little kids

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playing, folks just enjoying the sun or watching the game on the big screen. I lead economic development programs across the country for a Fortune 10 company as a government affairs director. I see firsthand the impacts of money invested in communities. Why on earth are we making it so hard to do in our own backyard. I look forward to seeing the village continue to evolve and would certainly hope this Board would support those efforts. The little development that time forgot is not a good look for the village and it's not a good look for Huntersville.

Errol Genois, 8537 Camberly Road, said please vote against rezoning the Greens at Birkdale Village. I appeal to the Huntersville Town Board and the Mayor to agree with the recommendation of your Planning Board to deny the rezoning request for 8.2 acres from Townley to Lindholm to build a 110' office building and a 70' parking garage and any other tall buildings in the future that Superman will have a hard time leaping over. Please examine the legitimacy of the compelling evidence that begs for the survival of the village. One, acknowledge the real facts that infer and imply the need to reject rezoning and two, "do unto others as you would have them do unto you" www.thefencepost.com. Whoever realistically heard of a village that required a looming office building and a parking deck. Is there a silent intention that the village homes will disappear unless the councilwomen, the councilmen and the Mayor vote against rezoning.

Suzanne Villar, 17130 Bridgeton Lane (Merlin Villar deferred his 3 minutes), said as the Town Council considers North American Properties latest rezoning request, I am asking you to support the Planning Board's recommendation that this petition is inconsistent with multiple 2040 policies, is not reasonable or in the public interest, substantially exceeds the maximum heights for urban workplace and storefront buildings and is not in the spirit of the regulations. The Planning Board's reasoning certainly reflects the conclusions of so many who live in, near or frequent Birkdale to shop, eat and recreate. We've witnessed firsthand the cornage NAP has already wreaked on traffic, parking and aesthetics. Consequently, I'm here again tonight to encourage the Town Council to deny NAP's petition. In early 2022 North American Properties began construction of multiple projects scheduled to be completed by last Memorial Day weekend. Two of their jewel box structures and the fountain feature remain incomplete, essentially abandoned and poorly secured and have been in this condition for a full six months. NAP's lack of commitment to completing their projects or provide for the basic safety of their guests shows clearly in these photos. This morning like all sunny mornings, the plaza was filled with families with small children. In the top photo by actual count there were more than 36 toddlers within baby steps of the open abandoned and unsecured fountain pit which still contains water from last week's rain. Meanwhile, formerly thriving businesses are replaced by empty storefronts. The first two kiosk tenants Back on Main and Cosmo Gypsy, vacated their spaces without announcement last week after less than 9 months of occupancy. There are now far more vacancies in the Village than there ever were before North American Properties took over. This is not a sign of a vital development. This situation represents a serious disservice to the town and its residents. And now NAP wants rezoning approval to start even larger and more ambitious projects before the originally permitted projects are anywhere near completion. As you know, NAP is asking to build a 110' Class A office building which will clearly dwarf every other structure in the village. They also want you to approve a start time extension from the standard 2 years to 5 years. NAP's explanation for needing the extra time is that they can't get financing until the rezoning is approved and they can't solicit tenants until they get financing. Many of us dispute the need for additional Class A office space, especially in Birkdale Village, but for the sake of argument let's imagine that there is demand for Class A space as NAP and their paid consultants claim. If that were true, corporations and realtors would already be trying to reserve space with NAP, but that clearly is not happening and NAP is demonstrating a lack of confidence in their own ability to attract tenants hence the request for the seriously protracted 5-year start date. Further, Class A office space that NAP is proposing is not targeted at local businesses. As the rates for rent and TICAN meaning taxes

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insurance common area maintenance fees would be far out of reach for local businesses and would be better targeted toward larger entities who can afford urban office space. If a financial analysis of the vision of Birkdale with the original zoning limitations did not suit North American Properties…..excuse me, one of our commissioners has left the dais, can we interrupt my time until he returns.

Anthony Roberts said he may have went to the restroom.

Mayor Bales said I would say continue, please.

Ms. Villar said noted, thank you. If a financial analysis of North American Properties vision of Birkdale with the original zoning limitations did not suit NAP's business model, they should not have bought into Birkdale Village in the first place. For while NAP certainly has a right to request rezoning, they have no right to expect that it will be granted. Lack of due diligence and poor financial planning on NAP's part does not create an obligation for the Town of Huntersville or the taxpayers to subsidize North American Properties' bottom-line by granting them rezoning that is so out of character for the village. Once again, I ask you to deny this rezoning request.

Brian Rice, 17232 Bridgeton Lane (Shannon Rice deferred her 3 minutes), said before I get started, I request that my time doesn't start until the commissioner comes back. *Note: Commissioner Munger stepped away from dais at 6:24 p.m. and returned at 6:27 p.m.*

Mayor Bales said I'll defer to you.

Emily Sloop, Town Attorney, said he will receive the minutes which will have your comments included in them.

Mr. Rice said duly noted, thank you.

Mr. Rice said Brian Rice, 17232 Bridgeton Lane, Huntersville. Mayor and Commissioners, here we are again. My message is the same, please say no to this proposal for the Birkdale Village redevelopment. However, I would like to point out a few additional reasons to say no to this proposal as is and at this juncture. During the Planning Board meeting last week both the Planning Staff and Planning Board recommended a denial of this proposal. Although there are discretions about a technicality and it's a good project, the fact is that both groups recommended denial. That's two other groups in the Town besides some of the citizens you see here and those that have signed our petition, over 1,625 that say no. Please consider these facts. Furthermore, I believe the Town was presented with the latest NCDOT plan for improving Sam Furr Road. I believe this proposal makes the no decision even more clear. From last week's meeting, NAP…….excuse me, I'm glad I have extra time, in the proposal NCDOT are proposing more right turns and less left turns out of the development. This was apparently based on their simulation that took only one day Tuesday, April 5, 2022 as a data point. They did their whole simulation based on one day. I'm not sure that tells the entire story, but that's kind of out of our control as others have said. What is in our controls are common sense. Just imagine the affect that this has on traffic into and out of Birkdale Village…….only Lindholm and turn left, with the closure of the traffic circle. This means that this can mess traffic up all the way back to the movie theatre on Cranleigh and that's how it was on Saturday when I was trying to leave. As for Birkdale Village Commons Parkway, NCDOT proposes a right turn, so Birkdale Village Commons a right turn that will have the impact of pushing traffic further west on Sam Furr as drivers try to find a less congested u-turn spot. Of course, the safety of u-turns is well documented. In fact, that's why roundabouts or traffic circles are the more popular traffic alternative. As mentioned by Suzanne from the last meeting, NAP does not currently

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have any potential leads to fill up that one thing that they have left, this office building or this office space. Like Suzanne said, according to NAP they can't get the funding until they get the building 50 percent preleased and they can't get it preleased without the zoning and they are asking for 5 years instead of 2 years to get this done. If this is the case, why not wait for Phase 1 to complete. That's what most people have been talking about already….the sausage company that's coming, the beer garden and the Cheesecake Factory. Why not just wait for that and see how it goes. Remind us how great the water feature is. I want to mention they call it a water feature. When we were at Pier One a few years ago we said is that a splash pad, because our kids love to run around in a splash pad. Tim Perry from NAP said well, it's a water feature. So is it a water feature, is it a splash pad, are kids going to be able to play in it or not, I don't know. Again, let's wait. We can say no. The Board can say no. NAP will come back. You're not missing out on anything. They can come back with a new plan, a new proposal and in that time as residents of Birkdale and Birkdale Village, we can see how great the sausage company is, we can see how great the new beer garden is. We can see how great the water feature is. We can see how that impacts our tax revenue, because that's what it's all about, right. It's all about generating more tax revenue. And you know what, maybe we can generate the tax revenue without the office space. As far as the traffic, having an office space won't that just make traffic worse for us and for all of us that live at the Greens at Birkdale Village whether you are in Huntersville or you're in Cornelius. It's the only two ways we have to get out. That's it. We can't get out any other way. If you are going to put more office buildings or office space and you have less parking, you have more traffic. How are we going to get out. With these points the denial recommendation by the staff and the board and the NCDOT plan, rezoning Birkdale to accommodate more traffic will only serve to drive less guests to the property and thereby lowering tax revenue that was and still can be the crown jewel of Huntersville, so please deny this request, have them finish what they started so we can see how this impacts our tax revenue and let NAP come back with a proposal that meets current zoning guidelines. As a citizen of Huntersville that has more than most to gain by improved development in Birkdale Village. I live 200 yards away. This is not the right development and it's not the right time for this development.

Peter Romaniello, 15821 Trenton Place Drive (Christine Romaniello deferred her 3 minutes), said I have given copies of drawings to the Town Clerk for each one of you. *Refer to Exhibit No. 2.* You've all heard our comments and concerns about traffic, parking and aesthetics over the past several months. In researching this further, I'm of the strong opinion that the proposal from North American Properties R22-01 does not align with the specific guidelines and standards that were established in the Town of Huntersville 2040 Community Plan. As quoted from the plan, the 2040 Community Plan is meant to establish a framework for growth and development while maintaining the character of livability of the Town that Huntersville residents hold so dear. The proposed 110' tall Class A office building does not maintain the character of the town nor the area where it would be located. Through its previous alterations to Birkdale Village, NAP has not demonstrated the ability to use aesthetic awareness and there is no evidence that the proposed building will be designed with proper aesthetics in mind. On Page 64 of the plan, yeah I read all of it, it states that Birkdale Village provides "an example of a mixed-use center that was designed according to form based design principles." There is no indication that NAP's proposed office building will follow the same form based design principles. They have presented representative images to you, but have also stated in Town meetings they cannot be used to show exactly what the building will look like. I've taken it upon myself to create scaled images of the building that are far more precise and accurate than what NAP has provided. To note, I am a professional architectural lighting designer and an owner of Conceptual Lighting. We are well trained and proficient in doing renderings like this. As you can see from the renderings, which I'll hold up, and again you have copies of them, we have removed the inaccurate representation from the original design that included a hotel and an apartment building which were removed a couple of months ago. In doing so you can clearly see how out of place the building feels in comparison to its surrounding environment. In the next

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two renderings you can see an accurate, scaled representative of the office building rendering that NAP continues to promote on the lefthand side in place of the Barnes and Noble building. First building provided by NAP is only an 80' tall building. Not 110'. We have shown that 80' tall building and then highlighted where the top of the building would actually sit in green at 110'. That is not what they are representing on their proposal. Some of us have been noting that the 110' building is 2.4 times the height of the tallest building in Birkdale Village. While that is correct, the reality is that the Barnes and Noble building is only 30' tall and so it would actually be a building that is 3.6 times the existing structure. I am hammering this point home because we have been lulled into the notion that 110' is totally normal and fitting because it is still less than the originally proposed 145' building, but as you can see it is still too tall and out of place. A much better solution would be two 60' tall buildings flanking Lindholm Drive with 50' parking decks behind both, but that's not what's being proposed. In the Appendix A16 to the 2040 Plan, the images that got the most votes for pictures that were representative of the areas that embraced the look and qualities of mixed-use areas were Baxter Village and Blakeney. Neither of them have large scale Class A office spaces. They have a look that is consistent with the village approach to the current design of Birkdale Village. Adding 110' tall all glass structure would not be in keeping with the clearly expressed views of the respondents to that survey. There is a distinct difference between need and appropriateness. And while we might all agree that there's a justified need for Class A office space in Huntersville, the location at the entrance to Birkdale Village is not appropriate. With regards to traffic, the NCDOT has done an incomplete study that alleged that there was no need to address additional traffic concerns with regards to the proposal. Regardless of that study it does not take a rocket scientist to know that you have an additional 400 cars entering Birkdale Village during morning rush hour and those same cars exiting Birkdale Village during afternoon rush hour. It will absolutely cause traffic problems. I know that some of the commissioners on the dais campaigned on addressing traffic issues if elected. Does addressing mean that you will watch it get worse as a result of your actions. To date, you have had an overwhelming majority of your constituents emphatically stating that this project is not something they want or need. You have the Huntersville staff and the Planning Board recommending that the proposal is denied. Everything is pointing to the reasons why it should not be approved. On the other side, you have only the developer and its paid influencers at town meetings who are advocating for the proposal up until today. You have the 2040 Plan that almost all of you participated in the creation of and this proposal does not align with the clearly stated goals of that plan, so how can you approve it. You would be voting against the residents of Huntersville, the staff of Huntersville, the Planning Board and your own plan for Huntersville if you do. That would not seem like the action of elected officials who are expected to act on behalf of the residents.

David Schurr, 17142 Pennington Drive (Lisa Schurr deferred time), said having watched the last Town meeting online I was very impressed with the attention, excitement and scrutiny from the commissioners and mayor regarding the NC 73 widening project. It was apparent that parts of the presentation were personal and struck a nerve. I hope that we can generate some fervor in getting to the denial of the Birkdale Village proposed rezoning as well. So, let's get caught up. The Planning Staff found that the rezoning request was a significant increase in building height over the current zoning limit and is not in keeping with the spirit of the ordinance. Two, during the Planning meeting, NAP's hired expert explained that most of the Class A office space inventory was below 10,000 sq. ft. and that there was a gap from 12,000 to 30,000 sq. ft. Somehow this gap in supply was supposed to prove there was a demand. Lack of supply does not prove there is a demand. In fact, lack of supply suggests lack of demand. Let me speak from experience as I have actually relocated a business to a 30,000 sq. ft. Class A office location. Would you like to know how many square feet were actually occupied by offices……4,000. There are not many businesses that are looking for 12,000 to 30,000 sq. ft. of office space alone. Our business, for example, needed lab and demonstration space, warehouse space, and

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loading docks – both flush and drive-up. NAP's highrise does not offer any of these. Also shown was a slide titled people do want to live near and it included theatres, restaurants, coffee shops, public transportation, schools, grocery stores and museums. You know what wasn't on that list? Office buildings or office space. Their own expert didn't have that on there. Three, also during the Planning meeting here were some of the more pointed comments from the board. I feel like the people in the Town of Huntersville have said over and over again that they like three to four story buildings. Going this high goes against this and we are not listening. Another comment, I hate the height. It's going to look out of place. I feel like we put building and development before infrastructure all the time in this town and I don't know when someone is going to put a stop to it. It was mentioned that Birkdale Place will have a 91' tall building. Let me point out that Birkdale Place is a greenfield project, not as concentrated a site, and the 91' building also sits in a lower elevation. During public comments I had the opportunity to speak at the Planning meeting and presented the following very simple model. This is to scale and represents 110' with the middle pencil, and the other two pencils represent 48' and 36'. Does the middle pencil look like it fits in a world with the other two pencils. I think not. Ultimately the Planning Board voted 5-2 against recommendation of the rezoning. So now we still have some major open issues that have not been discussed. The traffic impact analysis has been based on exactly a one day study – April 5, 2022. Why not November 19, 2022. Oh yeah, that was the day of the Christmas parade and tree lighting. The point being, how valid can a one day study be. Two, is anyone going to vet the financial impact numbers provided by NAP. Can anyone explain the assumptions made. If the answer is no, then we certainly have not done our due diligence and this borders on betraying the public trust. Can anyone explain how NAP is going to erect the parking structure or the office building without any impact to Lindholm Drive or Townley Road. Townley had been closed for a few weeks now without a building being demoed. If Lindholm Drive happens to be impact, that would leave the Village precariously dependent upon one exit. If this were to happen, wouldn't this be a major safety issue. What is the plan? I've always been told come to a meeting with solutions. So one, vote to deny the rezoning. NAP will come back with another proposal. Two, let's get some actual discussion between NAP, commissioners and concerned citizens. Three, Commissioner Partee suggested creating an architectural review board. Brilliant. Prepare a traffic impact analysis based on an acceptable sample size. Vet the financial impacts provided by the applicant. And then let's get real about the risks and unintended consequences. I applaud Commissioner Kidwell for being so forth right about not foreseeing the unintended consequences of closing the Lindholm circle. Is there something that could be done in the plan to alleviate a negative impact already affecting some residents. Let's get started on the solution. Step one, vote to deny the current rezoning proposal. Thank you.

Nick O'Shaughnessy, 8217 Parkton Gate Drive, said now we have a third iteration of the rezoning, yet it's still a two dimensional site plan with a lot of text. This petitioner if he's serious why doesn't he…….he's had three attempts to make us happy and he hasn't made us realize that is he serious. This is presumably a multi-million dollar project. I can't recall the actual value that Susan Irvin stated. It was a lot of money. If you want to persuade people, you need to show them what it could look like in reality, not a picture of somebody else's product from another city in another state. They also included these pictures after the fact with an isometric sketch, which is a little tiny rendition of what I've built here. It's been a long time since I've built a model from my thesis. This model is to scale. It's 1" equals 3'……eighth of an inch equals 3'. This is 110, this is 70. These are the apartment buildings and this is the ridgeline, not the easeline. Some of these are 30, this is 70, so all these guys are looking at a parking deck which is probably 10' to 15' away. There's got to be some separation by fire code. You've got very little daylight. You've got no sunlight. If I was living in one of those apartments and they built that parking deck in front of me, I would get out of my lease. I would just leave. You have just changed the whole terms of my lease. Same thing for these guys here. Class A office looking at a parking deck. Parking decks are not pretty. You can put little screens on them. Everybody knows what's behind that

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thing. I wouldn't want to look at it and I would not pay Class A office rent to look at a parking deck. The two buildings here. I'm going to do the three D's. I've got three D's in my presentation. These are disproportionate sized buildings to the rest of Birkdale. This is just one quadrant of Birkdale. These are 30' and as Pete said, this is 110, which is 3.66 times the height. That's nearly four times the height of the original building that it's replacing. The scale is totally wrong. It's disproportionate. It's also disrespectful to the original traditional neighborhood design concept that was approved and then Birkdale was built from that design concept. That concept is based on human scale and small mass and texture, street front texture, shop fronts, small scale, not urban or suburban office park buildings. The disrespectful part of this proposal also extends to the office tenants, the residential tenants, of all those people that abut these buildings. The plastic surgeon who has the second floor office here. He's not going to have any daylight in his offices. I don't think he'll be real happy, because he's got a parking deck 15' from his windows. I don't know much they need natural daylight but I'm sure he needs to be able to see people properly so they can pay for their improvements.

The next issue I've got with NAP is the prolonged disruption to the quality of life. If you are going to take down a pre-stressed, pre-cast concrete structure only two stories high. How to you do that. When you break the rebar in a pre-stressed concrete slab or a beam, it literally explodes, so you are going to have some screening to stop huge chunks of concrete flying into the apartments or the office windows. Those people are going to get really p'd off. I'm going to try to keep my language nice here. I know you have called me on it before. I can foresee major rent abatements, business closures and lawsuits to be honest with you, just building the parking deck and it's NAP's choice to go build the parking deck first. How the heck do you get precast concrete beams which are probably 50' in length into that space after you have demolished the deck. With a crane? So, you are going to put a tower crane in here and you are going to use all the parking lot in front of Barnes and Noble so Chase Bank and Chiptole don't have any parking because that's the scale……..so the crane is going to lift all the beams into that. That's very expensive because a semi 60' long cannot turn and get into the alley. So, the logistics of them building this is really debatable. They haven't demonstrated as previous speakers have said, they have not demonstrated to this point in time that they can even effectively deal with small contracts. We've got the splash pad or whatever they want to call it, we've got construction contracts, we've got unfinished buildings and we've got upfits which seem to be taking a lot longer than an upfit would normally take. Why would anybody think if they can't finish two little buildings for permitting purposes Mecklenburg County Building Standards has a 24 hour fast-track permitting process. They would get a permit in 24 hours.

Dawn Snow, 8132 Evanston Falls Road, (Thomas Wright deferred time), said first of all I would like to say this is not about being against development, tax revenue or growth, but it's about doing it with the right components, the right players and a well thought out plan. The first phase of the Birkdale Village redevelopment has resulted in several negative affects that are evident today. In reviewing the Staff Report in the past meetings for this project it appears that it was rubberstamped up to the Board without a thorough analysis or plan as not a single issue with the 2040 Plan was identified and none of the negative aspects of this project were considered or planned for. Some of these negative effects have included the non-conforming and unfinished kiosk cluttering the open space which has taken away from the character and charm. Just look at the big blue box when you come into the Village. The removal of the 78 parking spaces along with the increased traffic that has resulted in people using our neighborhood for parking and blocking our streets, the valet which is a nice concept, it doesn't work well because people aren't willing to pay $12 to park. And lastly, one of the most harmful affects was the abandonment of half of the Lindholm roundabout which provided connectivity which is a core concept of a Traditional Neighborhood Development. Removing it deprived our residents and guests of one of our two primary means of egress out of the neighborhood, which we enjoyed for 20 years. It's

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kind of ironic and non-sensical to take away such an important roundabout without considering the negative affects when the Town is building them all over the place and promoting them. While half of the roundabout for egress was removed the other half remains which has the unwanted affect of driving people searching for parking spaces into our neighborhood. It also increases traffic on our narrow streets since drivers can no longer go around in a full circle. This clearly does not support a 2040 policy of improving connectivity. I am not blaming the Board for this as it was a new board at the time who relied upon the Planning Board and the staff recommendations. But the Planning staff and the Board have recognized the negative affects of this much larger and even more impactful R22-01 rezoning and as such are now recommending denial based on the following 2040 policies. The first one is LU-5.1 which says allow for more intense development only where transportation infrastructure already exists. With the current NC 73 improvements we know that NCDOT always kicks the can down the road. They are infamous for that, just look at what they did with Catawba when the kicked the can down the road just recently and they are going to do it again with 73. When combined with the under construction development across the street known as Birkdale Place, the additional buildings and their proposed uses will create a parking and traffic nightmare. Why approve this and worsen an already chronic infrastructure situation. The second policy, LU-11 says the unique the character of Huntersville's neighborhoods must be protected from the negative impacts of redevelopment and building mass and scale should be respected in relation to existing buildings. A max building height of 48' was put into place to be in compliance with our Neo-traditional Pedestrian Oriented Development standards and to create a friendly, human scale that is akin to the character of a village. Both scale and architecture have to be right to maintain character, but the shear size and mass alone of the proposed 110' office building/conference center is 3.6 times taller than the Barnes and Noble and 2-1/2 times the height of the tallest building and it will destroy the remaining aesthetics and ambience of the village. It will be completely out of context and scale. Additionally, there has been no real evidence presented to justify the need for this massive Class A office building, nor the necessity of installing it at Birkdale Village. But the real reason is pretty clear. If you approve the office building, which is largest and most egregious component of the original proposal then you have no grounds to reject any further rezoning requests for NAP's hotel and apartments, which according to NAP has just been tabled for now. Furthermore, why would the Town even consider further damaging our neighborhood when there is duplication of everything NAP wants right across the street. The last policy is blend new development with existing neighborhoods. NAP has previously stated that their building's architecture is more of a buffer addressing the NC 73 highway corridor rather than being complimentary to the village. This is blatantly obvious in the bland suburban examples that they have shown in their presentations. And the Warby Parker store design does not demonstrate any effort to blend in. In closing, the Town relies upon the recommendations of the Planning Board and the Planning Board in turn relies upon the recommendations of the Planning staff and each needs to trust that due diligence has been done. Let's not make the same mistake that was made with the Lindholm right-of-way by approving this much larger rezoning when there are significant inconsistencies with the 2040 Plan policies and when it's not in the spirit of the regulations as noted by the Planning staff and the Planning Board. Please follow the Planning Board recommendation and deny this proposed rezoning.

Susan Irvin, 19726 Zion Avenue, Cornelius (Robert Irvin deferred his time), said as you all know I am the legal representative for North American Properties. I want to talk briefly about the process because really I think the main thing about the process is that we were given an option. The only option that North American Properties had where they could collaborate with the Town leaders to come up with a design that the Town leaders found was compatible with Birkdale architecture and for the town. We were asked at the Planning Board to drill down into the design of the architecture and to come up with a design that was compatible and that the Town felt was compatible. Under the Special Use Permit process, which we had agreed to follow along with the zoning from the beginning, we received a legal

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determination from the Town that we could not speak with Town leaders as long as that process was pending, and we wanted to get the input on the Town leaders as we went through this design. The legal determination was that was our only option and that this project could be approved using the conditional zoning process and I agree the conditional zoning process is very flexible and allows for collaboration between the parties. For instance, if there were an ARB going through the conditional zoning process we could have made use of that ARB. We could not do it as a part of the Special Use Permit process, so we made that choice. Later in the Planning Board meeting, Planning staff preferred that we would have gone through the Special Use Permit process. I think we made the right decision to try to get a collaborative result. I think the design that we have is beautiful and it is articulated brick. North American Properties' architect spent about a month designing that building based on input from the Town leaders and it has great detail, much more than you would normally have in zoning. The result was good. I think everyone agreed that the project was good. I'm going to kind of go off script here and just kind of speak from the heart and say how amazed I am at the people who are here in favor of this project. I've been a zoning attorney for 39 years. People don't come out to the Town Board if they are in favor, they just don't. They read about it in the paper and they say well this is great…..there's going to be a parking garage. I can go there on the weekend. I can park for free on a 450 additional spaces. There's Class A office that are going to help the businesses in Birkdale. I don't have a problem with this. And so then they won't come. They have no reason to come. They don't write the Town Board. It's very rare to have people actually come out in favor and I really respect the people that are here because I know that it has been a hard road for you if you make objections to some of the comments that have been made. I do agree with Ms. Williams who spoke earlier that there is a very large constituency in Huntersville who like her feels like this is a great project. They love what has happened in Birkdale. We've been going to Birkdale since 2001 and we stopped going when it started failing. It was kind of like a ghost town. And we love what is going on there. I love Warby Parker and Beck Bags. I'm sorry that they didn't stay beyond their 3-month term but I understand and I hope that they will come back if there's an office building there, because I think having people during the weekday will help those businesses. This has been a difficult process but I hope that more people will come out and tell the Board how they feel, that they are in favor of the process because I do think that at this point that is the most important thing, sending emails and coming to the Town Board meetings.

AGENDA CHANGES/ADOPTION OF AGENDA

Commissioner Phillips made a motion to adopt the agenda.

Commissioner Munger seconded motion.

Motion carried unanimously.

Mayor Bales called for a 2-minute recess.

The Board reconvened.

CONSENT AGENDA

Property Tax Refund Report. Commissioner Phillips made a motion to approve property tax refund report from Mecklenburg County. Commissioner Kidwell seconded motion. Motion carried unanimously.

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

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Budget Amendment – Parks & Recreation. Commissioner Phillips made a motion to approve budget amendment appropriating $1,400 from Sponsorship Revenue to Non-capitalized Expense for the 14 Peace Poles, including supplies. Commissioner Kidwell seconded motion. Motion carried unanimously.

Peace Pole Artwork. Each individual school that is participating in the Public Art Peace Pole project has submitted their design for the project. The Public Art Commission approved the designs on March 1, 2023.

Commissioner Phillips made a motion to approve the artwork submitted by individual schools for the Peace Pole public art project. Commissioner Kidwell seconded motion. Motion carried unanimously.

Artwork attached hereto as Exhibit No. 4.

Resolution – Opioid Supplemental Agreement. Commissioner Phillips made a motion to adopt Resolution to approve Opioid Supplemental Agreement. Commissioner Kidwell seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 5.

Resolution – Patterson Road Construction Contract. On December 20, 2022, informal bids were received by three qualified contractors to complete the final phase of the Patterson Road North Project. This Project includes the necessary roadway construction items to complete the connection of Patterson Road to Vanstory Drive in The Park Huntersville. The lowest bid received was Country Boy Landscaping, Inc. with a bid of $498,506.35.

Commissioner Phillips made a motion to adopt Resolution to award Patterson Road Final Construction Contract. Commissioner Kidwell seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 6.

Call for Public Hearing – Petition #R22-07. Commissioner Phillips made a motion to call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R22-07 Town 1 Mixed Use Center, a request by Treenail Development, Inc. to rezone +/- 69.41 acres located at the intersection of Mt. Holly-Huntersville Road and Hambright Road (Parcel #s 01721101, 01721102, 01721103, 01721104, 01721105, 0171106, 01721107, 01721108, 01721109) from Corporate Business and Corporate Business Conditional District to Transit Oriented Development Residential Conditional District, Highway Commercial Conditional District, and Special Purpose Conditional District.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Call for Public Hearing – Petition #TA22-11. Commissioner Phillips made a motion to call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #TA22-11, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices.

Commissioner Kidwell seconded motion.

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Motion carried unanimously.

Call for Public Hearing – Petition #TA23-02. Commissioner Phillips made a motion to call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #TA23-02, a request by the Huntersville Planning Department for a text amendment to: 1) Article 14.2.3, Traffic Impact Analysis, Applicability to remove a reference to the Subdivision Ordinance that no longer applies to sketch plan reviews per the approved amendment TA22-05 making the major subdivision review process administrative; 2) Articles 11.8 and 14.4.4 of the Zoning Ordinance to amend requirements for the withdrawal of amendment petitions; 3) Section 6.320 of the Subdivision Ordinance and Article 14.4.3 of the Zoning Ordinance to amend community meeting notification requirements for sketch plan and conditional zoning applications.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Call for Public Hearing – 2023 Downtown Master Plan. Commissioner Phillips made a motion to call a public hearing for Monday, April 3, 2023 at 6:00 p.m. at Huntersville Town Hall to receive public comments on the 2023 Downtown Master Plan.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

PUBLIC HEARINGS

None

OTHER BUSINESS

Filing Fees for 2023 Election. It was the general consensus of the Board that the filing fees need to be increased.

Commissioner Kidwell made a motion to set the filing fees for Town of Huntersville at $25 for Board of Commissioners and $50 for Mayor.

Commissioner Kovacs seconded motion.

Commissioner Munger made a substitute motion to set the filing fee for Commissioner at $40 and $80 for Mayor.

Commissioner Kovacs seconded motion.

Mayor Bales called for the vote on the substitute motion to set the filing fees at $80 for Mayor and $40 for Board of Commissioners.

Motion failed 2 to 4 (Commissioners Munger and Kovacs in favor; Commissioners Boone, Partee, Kidwell and Phillips opposed).

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Mayor Bales called for the vote on the original motion to set the filing fees at $50 for Mayor and $25 for Board of Commissioners.

Motion carried 5-1, with Commissioner Boone opposed.

FY24 Goals. Anthony Roberts, Town Manager, noted that the Town of Huntersville FY 2024 Goals were presented at the Town Board Retreat in January. The Board decided to put the goals in eight "buckets" – Land Use Development/Planning, Finance, Public Safety, Transportation Infrastructure, Parks & Recreation/Greenways, Housing, Sustainability/Natural Resources/Environment, and Facilities/Asset Management.

Commissioner Partee made a motion to accept the goals as written and presented by the Town Manager.

Commissioner Boone seconded motion.

Commissioner Phillips made a substitute motion to approve the Town goals, but under Facilities/Asset Management, remove the goal "Decide on location and move forward with a contract regarding Town Hall," since the location has already been decided.

Mayor Bales said there is a motion to remove under Facility Asset Management, decide on a location and move forward with a contract regarding town hall.

Commissioner Phillips said yes, or Commissioner Partee could amend his motion to include that, if that's okay.

Commissioner Partee said my motion is amended.

Commissioner Boone seconded amended motion.

Mayor Bales called for the vote on the amended motion with that removal under Facilities/Asset Management.

Motion carried unanimously.

MAYOR AND COMMISSIONER REPORTS/CLOSING COMMENTS

Commissioner Phillips

- Provided update from Visit Lake Norman.

Commissioner Boone

- Huntersville Fire Department is turning 100 years old this year and they will be designing a t-shirt to sell for a fundraiser.

Commissioner Kovacs

- Provided update from the Lake Norman Chamber of Commerce.

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Commissioner Kidwell

- Provided update from the Charlotte Regional Transportation Planning Organization.

Commissioner Partee

- Expressed appreciation to Chief Hoyle for his service to Huntersville and congratulated Major Graham on his promotion.
- Advocate for gun safety. Huntersville Police Department has free gun safety locks.
- Advocate for Cool Kids Clubhouse.

Commissioner Munger

- The North Carolina Department of Environmental Quality will hold a public hearing on Colonial Pipeline's wastewater treatment plant permit application on March 16. Noted that if Mayor and Commissioner Reports were at the beginning of the meeting, more people would have been present to hear that announcement.
- The Huntersville Ordinances Advisory Board met on March 3, 2023.
- The Public Arts Commission met on March 1, 2023.
- Consider supporting local non-profits.

Mayor Bales

- CATS Micro Transit public meeting is tomorrow. It's my understanding they are looking to replace the Village Rider with micro transit.
- Encouraged everyone to register for the Mayor's Fitness Challenge.

Commissioner Kovacs noted the Buzz City Robotics from David B. Waymer Center traveled to Asheville over the weekend and brought home the District Championship title. Their next First Robotics competition will be on March 18 at the Mecklenburg County Convention Center.

Commissioner Kidwell recommended parents look into the student surveys that CMS and area charter schools will be administering to decide if you want your children to be a part of it. One is a climate survey for Grades 5-12 and a Social Emotional Learning survey for Grades 3-12. They are non-academic surveys that do not affect grades.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2023.

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Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: April 3, 2023

Subject: Call for Public Hearing - Petition #R23-02 Babe Stillwell Storage

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EXPLAIN REQUEST:
Call a public hearing for Monday, May 1, 2023 at 6:00 p.m. at Huntersville Town Hall on Petition #R23-02 Babe Stillwell Storage, a request by Lieberman Properties LLC to rezone +/- 8.85 acres located at 7603 Babe Stillwell Farm Road from Neighborhood Residential to Special Purpose Conditional District for an outdoor storage development.

ACTION RECOMMENDED:
Call a public hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
None

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: April 3, 2023

Subject: Call for Public Hearing - Petition #R23-03 Ultimate Athlete

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EXPLAIN REQUEST:
Call a public hearing

ACTION RECOMMENDED:
Call a public hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
None

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Stephen Trott, Director of Engineering

Date: April 3, 2023

Subject: Resolution for Settlement Agreement for Main St Improvements Project

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EXPLAIN REQUEST:
Adopt Resolution to accept settlement agreement for parcel #01711305 for the construction of the Main St Improvements project.

ACTION RECOMMENDED:
Accept resolution.

FINANCIAL IMPLICATIONS:
General Fund

ATTACHMENTS:
1. Resolution to Acquire Property eminment domain 3-28-2023

RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO APPROVE MEDIATION SETTLEMENT AGREEMENT FOR PROPERTY NECESSARY FOR THE CONSTRUCTION OF THE MAIN ST IMPROVEMENTS PROJECT

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of property is necessary for the construction of Main St Improvements (the "Project"); and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, the Town has certified that a portion of the Parcel 108 ("the Property"), listed on Exhibit A dated December 18th, 2017 is needed for the Project; and

WHEREAS, the Town was unable to settle property acquisition with the owner(s) of Parcel 108 and filed for condemnation on March 12, 2019; and

WHEREAS, the Parties held a mediation of this matter on March 21, 2023, and the Parties came to a settlement regarding the controversy between them; and

WHEREAS, the mediation settlement agreement is represented as Exhibit B, for Town Board approval and execution.

***NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (the "Town Board") AS FOLLOWS*:**

1. The Town Board approves the mediation settlement agreement as listed on Exhibit B, for the parcel described on Exhibit A; and
2. The Town Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
3. This Resolution shall be effective as of the date its adoption.

Adopted this 3rd day of April 2023.

ATTEST:

TOWN OF HUNTERSVILLE

_____
Town Clerk

_____
Town Mayor

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A– RESOLUTION TO ACQUIRE PROPERTY

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACQUIRE RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE ADOPTED AND FUNDED MAIN STREET IMPROVEMENT PROJECT (MSIP)

WHEREAS, the Town of Huntersville has pre-award authority from the North Carolina Department of Transportation (NCDOT) to acquire real property for rights of way and easements required in the delivery of the MSIP, and

WHEREAS, the Town of Huntersville finds that such rights of way and easements, including existing public rights of way and easements, are for a public use and necessary for the construction of the MSIP, and

WHEREAS, the required rights of way and easements shall be shown in detail on the preliminary right of way plans for which the National Environmental Policy Act (NEPA) review process has been completed; and

WHEREAS, the statutory powers of the Town of Huntersville include the power to acquire real property (N.C. Gen. Stat. §160A-11 and §160A-240.1), including the power of eminent domain (N.C. Gen. Stat. Chapter 40); and

WHEREAS, the property acquisition process is anticipated to take more than 15 months, and the receipt of the authorized federal funds are contingent upon a defined project delivery schedule; and

WHEREAS, to meet said defined project delivery schedule, property acquisition process should begin no later than February, 2018; and

WHEREAS, the Town of Huntersville's proposed property acquisition process for the MSIP will comply with applicable federal and state requirements, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR Code of Federal Regulations), as well as all applicable North Carolina General Statutes; and

WHEREAS, the Town of Huntersville has certified that the parcels ("the Property"), represented on Attachment A, are needed for the MSIP:

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Commissioners approves and authorizes the acquisition of the necessary title, rights-of-way and easements affecting the parcels described on Attachment A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by Professional Property Service, Inc., dated October 6, 2017, and permitted Administrative Adjustments for Right-of-Way Acquisition, and no further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest therein cannot be acquired by negotiations at the price authorized above, the Town Manager may institute and pursue acquisition by the

process of Eminent Domain according to the procedures contained in Chapter 40A, including (but not limited to) giving notice of intent to the property owner, executing and filing a complaint and declaration of taking and depositing the necessary appraised value amount with the Clerk of Superior Court of Mecklenburg County.

3. The Board hereby authorized the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 18th day of December, 2017.

TOWN OF HUNTERSVILLE

ATTEST:

Janet Pierson, Town Clerk

John Aneralla, Mayor

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney

ATTACHMENT A

TOWN OF HUNTERSVILLE, NC
MAIN STREET IMPROVEMENT PROJECT
RIGHT OF WAY PARCEL INDEX

Parcel No.	Parcel ID	Property Owner Name
1	01707244	Cynthia A Kaufman
2	01707209	Michael A Westhafer
3	01707211	James L Price
4	01707212	Larry Harold Maye
5	01707213	Fore Realty Inc
6	01711316	William F III Raines
7	01711306	William F III Raines
8	01711307	Mary E Mowry
9	01711308	Mary E Mowry
10	01711309	Donald J Skipper
11	01711310	Mark I Coffino
12	01711311	David B Mccord
13	01711313	Frank JR Walsh
14	01711402	100 Ranson /302 Old Statesville LLC
15	01711403	Jennifer Abercrombie
16	01711404	Rebecca Dickinson Wells
17	01711405	Phyllis Lynch Underhill
18	01907301	Ogle's Hardwood Flooring Inc
19	01907204	James JR. Kepple
20	01907203	Joey A Bagwell
21	01907202	Charles S. Guignard
22	01907201	Charles S. Guignard
23	01904505	William JR Fountain
24	01904504	Charles S. Guignard
25	01904503	Charles S. Guignard
26	01904502	Kevin P. King
27	01904501	Donald J Skipper
28	01904413	Donald J Skipper
29	01904404	Jerry D Lemke
30	01904403	Jay Michael Hill
31	01904402	Dorothy B Florentine
32	01904401	Dorothy B Canady
33	01907208	Charles S. Guignard
34	01904507 / 01904704	Charles S Guignard
35	01904508	Charles S. Guignard
36	01904509	Antoinette Altemus
37	01904510 / '01904701	John E. Johnston
38	01904406	Tyler L Pierce
39	01904407 / '01904604	Pete Archie JR &W Canipe
40	01904408 / 01904603	Huntersville Presbyterian Church
41	01904409	Association Inc Mayors Corner Homeowners
42	01904703	Ernest C Mitchell
43	01901210	Town of Huntersville
44	01901211	Town of Huntersville
45	01904415	P Mullen Ruth
46	01904416	Carolyn C Gibbons
47	01904417	Mullen Enterprises Inc
48	01904305	Church Corp Huntersville Presbyterian
49	01904306	Huntersville Presbyterian Church
50	01904307	Sierra Rose Woods Collins
51	01904301	Huntersville Presbyterian Church Trustees
52	01904101	Larry Dalton Irvin
53	01904102	Town of Huntersville
54	01904106 / '01904802	Charles S. Guignard

55	01904107	Emily Kornegay
56	01904108	Robert D. Dowdy LLC
57	01904109	Greyron LLC
58	01904110	Charles S. Guignard
59	0190702	James Franklin Ellis
60	01711205	David Harris Gant
61	01904605	Deborah Freeze
62	01711204	Michael J Koledin
63	01707207	Dearness Properties LLC
64	01904602	Ruth P Mullen
65		***No Name***
66	01904601	Cecil D Bradford
67		***No Name***
68	01904801	Bradford Properties
69		***No Name***
70	01711301	Ernie J Lee
71		***No Name***
72	01901303	Jesus Martinez
73		***No Name***
74		***No Name***
75	01904103	Charles S Guignard
76	01901201	Town of Huntersville
77	01905313	Partnership White Hill Limited
78	01903413	Mary Jo Tyner
79	01903408	Bowman Development Group Inc
80	01903407	Town of Huntersville
81	01903499	Harvey David Gibson
82	01903417	Bowman Development Group Inc
83	01903416	Bowman Development Group Inc
84	01903436 / '01903215	Town of Huntersville
85	01903435 / '01903434 / '01903213	Town of Huntersville
86	01733202	Joseph F JR Runyan
87	01903433 / '01903212	Town of Huntersville
88	01903432 / '01903431 / '01903210 / '01903209	American Legion Post 321 Inc
89	01707217	Robert W Mcauley
90	01903430 / '01903207	American Legion Post 321 Inc
91	01903429 / '01903206	Ronald Julian
92	01903428 / '01903204	Hager Enterprise LLC
93	01903427 / '01903201	Danny S Hargis
94	01903426 / '01903202	Huntersville Arp Church
95		***No Name***
96	01904111	Sara Marlene McCraw
97	01904219	Cyndee Properties LLLP
98	01904218	Charles S. Guignard
99	01904201	Charles S Guignard
100	01903116	Town of Huntersville
101	01903117	Rafik M Hanna
102	01904112	E. Billue Guignard
103	01733129	Willard V Hager
104	01733130	MD Hampton Properties LLC
105	01901119	John David Bassett
106	01711315	Jonathan Panzica
107	01711304	Walter R Clark
108	01711305	John Rodney SR James
109	01707230	Robert W JR Mcauley

110	01904506	James Neitzke
111	01707239	Don Dale Dancy
112	01901111	Huntersville Arp Church
113	01901112	Sweetwater Assets LLC
114	01901113	Trina Y. Davis
115	01901114	Tony F Kennerly
116	01901115	North Mecklenburg Properties
117	01901116	Lars M Nordenstam
118	01707214	Robert Edward White
119	01901117	Cross Building LLC
120	01901118	Charles S Tilson
121	01901120	Charles S Tilson
122	01711507	Terry E Dewese
123	01901204	Leonardo Torres
124	01901205	Charles S. Guignard
125	01901206	Ernie J Lee
126	01901207	Town of Huntersville
127	01901208	Town of Huntersville
128	01707215	Robert William Mcauley
129	01901209	Town of Huntersville
130	01901308	Deborah Kay Blackburn
131	01901309	North Mecklenburg Properties
132	01902201	Town of Huntersville
133	01901202	Town of Huntersville
134	01901203	Charles E JR Cook
135	01901212 / '01901213	Town of Huntersville
136	01901101	Rhonda M Jones
137	01901102	Philip Lowe
138	01901104	Robert Scott Willett
139	01707218	Robert William Mcauley
140	01712225	Mark S Butler
141	01712226	Huntersville NC Inc First Baptist Church Of
142	01733204	Betsy Harris Humphres
143	01733205	Marion Sparrow
144	01733206	Hager Enterprise LLC
145	01733208	J & M Automotive Enterprises
146	01733209	J & M Automotive Enterprises
147	01733124	Maureen M Walsh
148	01733125	Maureen M Walsh
149	01733126	Terry E Dewese
150	01733127	Willard V Hager
151	01733128	Willard Vance Hager
152	01901301	Presbyterian USA Huntersville United
153	01901302	Jacalyn Nicole Vandiver
154	01901103	Robert Scott Willett
155	01733203	Edward Dwight Humphries

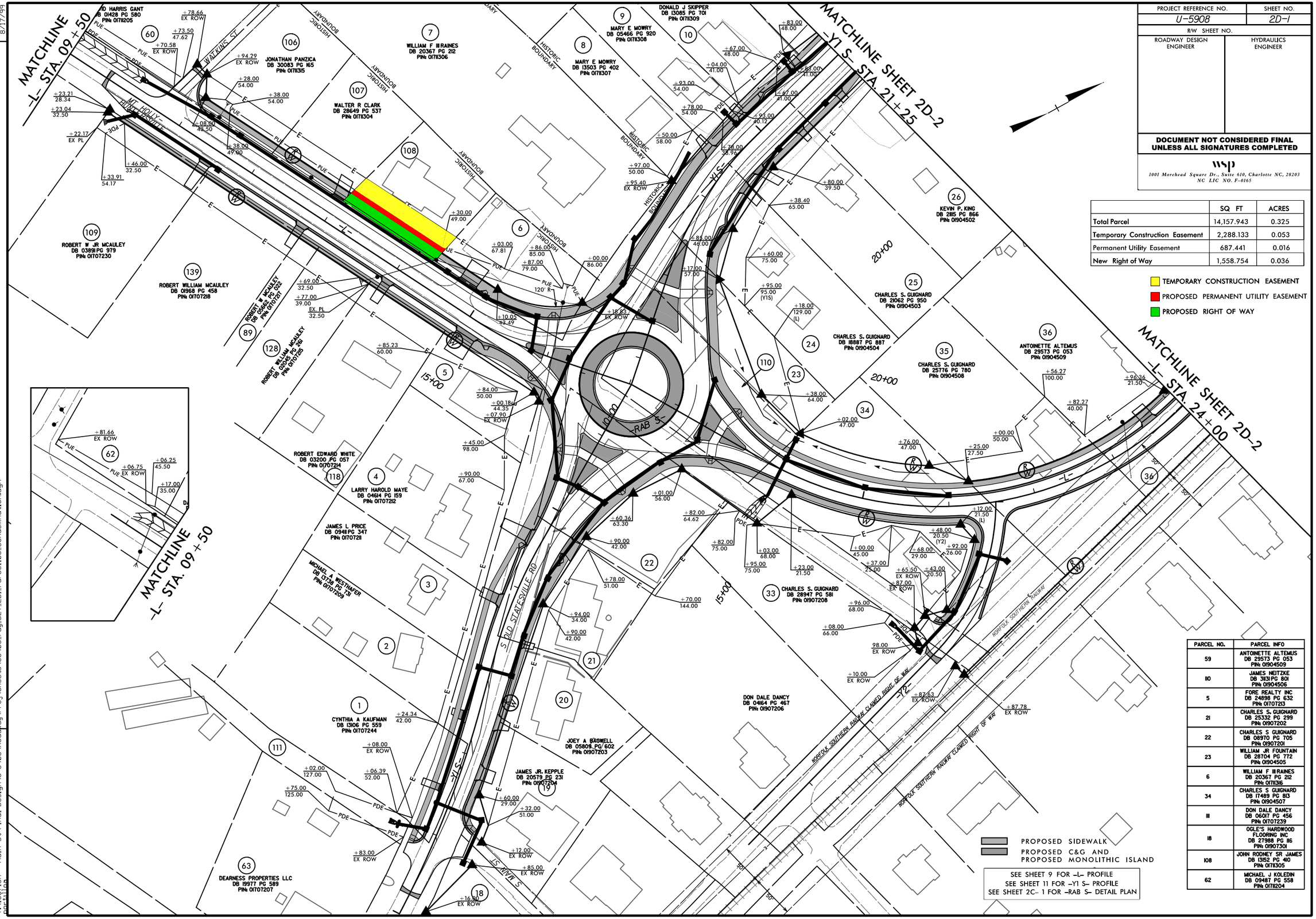
PROJECT REFERENCE NO.	SHEET NO.
U-5908	2D-1
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

wsp
1001 Morehead Square Dr., Suite 610, Charlotte NC, 28203
NC LIC NO. F-0165

	SQ FT	ACRES
Total Parcel	14,157.943	0.325
Temporary Construction Easement	2,288.133	0.053
Permanent Utility Easement	687.441	0.016
New Right of Way	1,558.754	0.036

TEMPORARY CONSTRUCTION EASEMENT
PROPOSED PERMANENT UTILITY EASEMENT
PROPOSED RIGHT OF WAY



PARCEL NO.	PARCEL INFO
59	ANTOINETTE ALTEMUS DB 29573 PG 053 PIN: 01904509
110	JAMES NEITZKE DB 31131 PG 801 PIN: 01904506
5	FORE REALTY INC DB 24898 PG 632 PIN: 01707213
21	CHARLES S. GUIGNARD DB 25332 PG 299 PIN: 01907202
22	CHARLES S GUIGNARD DB 08970 PG 705 PIN: 01907201
23	WILLIAM JR FOUNTAIN DB 28704 PG 772 PIN: 01904505
6	WILLIAM F III RAINES DB 20367 PG 212 PIN: 01711316
34	CHARLES S GUIGNARD DB 17489 PG 813 PIN: 01904507
111	DON DALE DANCY DB 06017 PG 456 PIN: 01707239
18	OGLE'S HARDWOOD FLOORING INC DB 27988 PG 116 PIN: 01907301
108	JOHN RODNEY SR JAMES DB 13152 PG 410 PIN: 01711305
62	MICHAEL J KOLEDIN DB 09487 PG 558 PIN: 01711204

PROPOSED SIDEWALK
PROPOSED C&G AND PROPOSED MONOLITHIC ISLAND

SEE SHEET 9 FOR -L- PROFILE
SEE SHEET 11 FOR -Y1 S- PROFILE
SEE SHEET 2C- 1 FOR -RAB S- DETAIL PLAN

REVISIONS

8/17/99

10/12/2018
I:\188715A - Main St Final Design\U-5908\Roadway\Proj\Sheets\U5908_rdy_DET_2D1_Parcel108_Condemnation.dgn
portillop

EXHIBIT B– SETTLEMENT AGREEMENT

MEDIATION SETTLEMENT AGREEMENT

This MEDIATION SETTLEMENT AGREEMENT (the "Agreement") is entered into this 21st day of March, 2023, by and between the Town of Huntersville, North Carolina (the "Town"), and The Estate of John Rodney James, Sr., Linda James, John Rodney James, Jr., and Victoria Lynn James (collectively "James") (collectively referred to as the "Parties").

WHEREAS, the Town has instituted a lawsuit captioned the Town of Huntersville v. The Estate of John Rodney James, Sr., Linda James, John Rodney James, Jr., and Victoria Lynn James, case number 19-CVS-4828 (the "Action") to condemn certain portions of the property owned by James located at 104 Mt. Holly-Huntersville Road, Huntersville, North Carolina (the "Property") for Right of Way, Permanent Utility Easement and Temporary Construction Easement (the "Condemned Property"), as shown on the Complaint filed in the Action; and

WHEREAS, the Parties held a mediation of this matter on March 21, 2023, and the Parties desire to settle the controversy between them;

NOW THEREFORE, in consideration of the foregoing mutual representations and the mutual promises and agreements set forth hereinafter, and for other good and sufficient consideration, the receipt and sufficiency of which is acknowledged by all Parties, the Parties agree as follows:

1. Settlement Amount. The Town has paid into the Clerk of Court for Mecklenburg County, North Carolina, the sum of Twenty Two Thousand Four Hundred Twenty Five Dollars and 00/100 ($22,425.00), and the Town agrees that it will pay an additional amount of Thirty Two Thousand Five Hundred Seventy Five Dollars and 00/100 ($32,575.00) to the Clerk of Superior Court upon the filing of a Consent Judgment in the Action, and James accepts the total amount of Fifty Five Thousand Dollars and 00/100 ($55,000.00) as the full and complete monetary compensation related to the Lawsuit, the condemnation of the Property, and the road right of way, permanent utility easement and temporary construction easement shown on the Complaint, including any interest.

2. Release by James. In consideration of this Agreement, the execution of the Consent Judgment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, James, for themselves, their employees, insurers, agents, representatives, attorneys, predecessors, heirs, devisees, successors and assigns hereby release, remise, and discharge the Town, its employees, insurers, agents, representatives, attorneys, predecessors, successors and assigns from any and all claims, demands, debts, liabilities, obligations, torts, causes of action, or other claims for relief, of whatever kind or nature, whether known or unknown, whether suspected or unsuspected, whether accrued in the past or to accrue in the future, which James had, has, or may in the future have against the Town related to the Action, the Property and the Condemned Property.

3. Acknowledgement. The Parties represent that they have had adequate opportunity to consider the terms of this Agreement, that this Agreement is being entered into of their own free

will, and not based on any coercion or inducements made by the other Party. Each Party has been represented by counsel in negotiating this Agreement.

4. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

5. Attorneys' Fees and Costs. Each Party shall bear their own attorneys' fees and costs. Mediation fees shall be equally divided between the parties (50/50).

6. Authority to Execute. Linda James represents and warrants that she is the wife of John Rodney James, Sr. and that upon his death she became the sole owner of the Property and that John Rodney James, Jr. and Victoria James have no ownership interest in the Property. John Rodney James, Jr. is deceased and died without children. Victoria Lynn James represents and warrants that she holds no ownership interest in the Property. James acknowledges that they are authorized to execute this Agreement and have fully read this Agreement, that they understand all the terms and conditions set forth herein, and that they are entering into this Agreement voluntarily and without promise or benefit other than as set forth herein. The Parties acknowledge that the Town is not bound by this agreement until it is pre-audited and approved by the Board of Commissioners for the Town of Huntersville. A recommendation will be made by those Town representatives present at the mediation to approve this Agreement in its entirety. If this Agreement is not approved in its entirety by the Board of Commissioners, then this Agreement shall be null and void in its entirety.

7. Successors in Interest. This Agreement shall be binding upon the parties and each of their assigns, agents, insurers, legal representatives, and any other persons or entities acting on their behalf or claiming through or under them or any of them, and shall inure to the benefit of the parties, as well as each of their respective assigns, agents, insurers, legal representatives, and any other persons or entities acting on their behalf or claiming through or under them.

8. Consent Judgment. The Parties agree that they will enter into a Consent Judgment, prepared by the Town, in conformance with the terms of this Agreement, and that the Consent Judgment requires approval of a Judge of Superior Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE ESTATE OF JOHN RODNEY JAMES, SR.

By:_____

Its:_____

Linda James
Linda James (Mar 21, 2023 13:25 EDT)
Linda James

Victoria James
Victoria James (Mar 21, 2023 13:19 EDT)
Victoria Lynn James

David Needham
David Needham (Mar 21, 2023 13:15 EDT)
David Needham, Attorney for Defendants

THE TOWN OF HUNTERSVILLE

By:_____

Its: _____

Keith Merritt
Keith Merritt (Mar 21, 2023 13:19 EDT)
Keith J. Merritt, Attorney for Town of Huntersville

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Finance Director

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Jesse James, Senior Planner

Date: April 3, 2023

Subject: Conduct Public Hearing on Petition #R22-07 Town 1 Mixed Use Center

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EXPLAIN REQUEST:
Conduct a Public Hearing

ACTION RECOMMENDED:
Continue to Monday, May 1, 2023

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Continuance Letter May 1

IRVIN LAW GROUP

office: 19726 ZION AVENUE, CORNELIUS, NC 28031
mailing: P.O. BOX 2376, DAVIDSON, NC 28036
p: 704.896.0820 f: 704.896.0875

March 24, 2023

The Honorable Mayor and
Board of Commissioners of the Town of Huntersville
Mr. Jack Simoneau, Planning Director
Town of Huntersville
P.O. Box 64
101 Huntersville-Concord Road
Huntersville, NC 28070

RE: R22-07 Town 1 Mixed Use Center

Dear Mayor, Commissioners and Jack:

The purpose of this letter is to respectfully request a continuance of the public hearing for the above referenced matter, currently scheduled for April 3, 2023. Applicant respectfully requests that the public hearing be held on May 1, 2023, the Planning Board meeting be held on May 23, 2023 and that final action be taken on June 20, 2023. The purpose of this continuance request is to allow Applicant the opportunity to review additional matters with Town Planning Staff.

We appreciate your consideration of this request.

Very truly yours,

Susan Keahey Irvin
for the Firm

cc: Ben Geisler
Joey Logano

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Lauren Speight, Planner II

Date: April 3, 2023

Subject: Conduct Public Hearing on Petition #TA23-02

EXPLAIN REQUEST:
Conduct a public hearing on Petition #TA23-02, a request by the Town of Huntersville Planning Department, for a text amendment to the Zoning Ordinance to amend Article 14.2.3 of the Zoning Ordinance, TIA reference no longer applicable as a result of the current administrative review of Sketch Plans; Section 6.300 of the Subdivision Ordinance for a TIA reference no longer applicable; Articles 11.8 and 14.4.4 of the Zoning Ordinance regarding the withdrawal of amendment petitions; Section 6.320 of the Subdivision Ordinance, Sketch Plan Community Meeting notification requirements; Article 11.4.3 of the Zoning Ordinance regarding Conditional Zoning Community Meeting notification requirements.

ACTION RECOMMENDED:
Conduct a public hearing

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. TA23-02 PH Staff Report 04.03 Final
2. TA23-02 Application
3. TA 23-02 PH 04.03.23
4. February 2 2023 Minutes

TA23-02– TIA Reference Removal, Withdrawal of Amendment Petitions, and Community Meeting Notifications

PART 1: DESCRIPTION

TA23-02 is a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 14.2.3 of the Zoning Ordinance, TIA reference no longer applicable as a result of the current administrative review of Sketch Plans; Section 6.300 of the Subdivision Ordinance for a TIA reference no longer applicable; Articles 11.8 and 14.4.4 of the Zoning Ordinance regarding the withdrawal of amendment petitions; Section 6.320 of the Subdivision Ordinance, Sketch Plan Community Meeting notification requirements; Article 11.4.3 of the Zoning Ordinance regarding Conditional Zoning Community Meeting notification requirements.

PART 2: BACKGROUND

Removal of TIA References, Sections 1 and 2

Prior to the adoption of TA22-05, the Town Board of Commissioners issued approvals of major subdivisions and certain other types of subdivisions. A reference remains in the Zoning Ordinance regarding a timeline for the submission of the draft TIA in advance of the public hearing. Since Sketch Plans for Major Subdivisions no longer require public hearings, this reference is no longer required. This reference only applies to cases where an applicant petitions for a map amendment (rezoning) of land for a major subdivision.

Additionally, a reference remains in the Subdivision Ordinance indicating the threshold for which a Traffic Impact Assessment is required. However, thresholds for a Traffic Impact Assessment is set by Article 14.2.1 of the Zoning Ordinance.

Withdrawal of Amendment Petitions, Sections 3 and 4

Section 3 of TA23-02 focuses on the resubmission of petitions for the reclassification of property (map amendments/rezonings). Currently, only petitions for the reclassification of property that have been denied in whole or in part, or approved to a classification other than the one originally requested are prohibited from resubmission “within one year of the date of the Town Board's action on the original petition, unless a petitioner applies for a district which is "lower" in the Hierarchy of Zoning Districts in Section 3.1.1.” TA23-02 proposes to require withdrawn petitions for the reclassification of property have the same waiting period before resubmission as denied petitions. Also, the text amendment proposes to clarify the regulations of Article 11.8.2 apply to petitions for the reclassification of property. The content of the regulations are already specific to the reclassification of property.

Section 4 of TA23-02 focuses on the withdrawal of petitions for zoning text and map amendments. Currently, petitions zoning map or text amendments may be withdrawn at any time up to the date of the public hearing. If, after the public hearing, the applicant no longer seeks to request the map or text amendment, it may not be withdrawn. The proposed text amendment seeks to allow petitioners to withdraw application at any time prior to final action by the Town Board.

The proposed text amendment also seeks to provide the Town Board with the authority to defer action for 30 days on any petition for a text or map amendment "to allow interested parties the opportunity to comment on the amendment to the petition."

If amendments are proposed to submitted text amendments resulting in an intensification, TA23-02 specifies the new public hearing shall be called before final action.

The text amendment also proposes that regardless of the option to defer action as a result of amendments to a petition or intensifications of petitions, the Town Board may deny the petition.

Community Meeting Notifications, Sections 5 and 6

Staff have received feedback over the years regarding community meeting notifications. While some individuals prefer wider boundaries for mailed notifications, individuals that qualify for mailed notification per the Zoning and/or Subdivision Ordinance sometimes report not receiving the mailed notification. Currently, Community Meeting notifications are sent via first-class mail. Staff often received returned and undeliverable mail that is recorded with the case data. The Zoning and Subdivision Ordinances do not currently specify the method for mailed notifications. If a property owner that qualifies to receive notification per the regulations of the Zoning and/or Subdivision Ordinances claims to not have received the required notification and Staff do not have returned mail, there is no way to otherwise confirm the status of the mailed notification. Sections 5 and 6 of TA23-02 proposed to require Community Meeting notifications for Sketch Plans for Major Subdivisions and Zoning Map Amendments (Rezonings) be sent via certified mail. Sending notification via certified mail provides a record for residents and Staff of required meeting notifications.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

Sections 1 and 2 of TA23-02 is consistent with Land Use Policies T 6.6 of the 2040 Community Plan. Sections 3 - 6 of TA23-02 is consistent with Land Use Policy LU 1.1 of the 2040 Community Plan.

Policy T 6.6: Re-evaluate the Traffic Impact Analysis (TIA) Ordiannce

> **Staff Comment:** Amendment will update Zoning Ordinance to remove references that are no longer applicable.

Policy LU 1.1: Utilize the Future Land Use Map during development approval process to ensure compatibility with long-range plans.

> **Staff Comment:** Amendments to: proposes to require withdrawn petitions for the reclassification of property have the same waiting period before resubmission as denied petitions; allow petitioners to withdraw application at any time prior to final action by the Town Board; provide the Town Board with the authority to defer action for 30 days on any petition for a text or map amendment "to allow interested parties the opportunity to comment on the amendment to the petition"; require new public hearings called if changes to amendments result in intensification before final action; and, require notifications for Community Meetings for Sketch Plans and the reclassification of property sent by certified mail.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board (HOAB) recommended approval (9-0) of the proposed text amendment on February 2, 2023.

PART 6: PUBLIC HEARING

April 3, 2023

PART 7: PLANNING BOARD RECOMMENDATION

April 25, 2023

PART 8: TOWN BOARD RECOMMENDATION

May 15, 2023

PART 9: ATTACHMENTS

1. Text Amendment Application
2. Ordinance for Adoption
3. February 2, 2023 HOAB Minutes

PART 10: STATEMENT OF CONSISTENCY – TA23-02		
Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA23-02, Planning Staff recommends approval based on consistency with policies LU 1.1 and T 6.6 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because the amendment will remove references no longer applicable, provide community members more opportunities for input in public processes, and allow petitions for amendments to be withdrawn at any time before final action.	**APPROVAL:** In considering the proposed amendment TA23-02, the Planning Board recommends approval based on the amendment being consistent with **(insert applicable plan reference)** It is reasonable and in the public interest to amend the Zoning Ordinance because*…(Explain)*	**APPROVAL:** In considering the proposed amendment TA23-02, the Town Board recommends approval based on the amendment being consistent with **(insert applicable plan reference)** It is reasonable and in the public interest to amend the Zoning Ordinance because*…(Explain)*
DENIAL: N/A	**DENIAL:** In considering the proposed amendment TA23-02, the Planning Board recommends denial based on the amendment being **(consistent OR inconsistent)** with **(insert applicable plan reference).** It is not reasonable and in the public interest to amend the Zoning Ordinance because…. *(Explain)*	**DENIAL:** In considering the proposed amendment TA23-02, the Town Board recommends denial based on the amendment being **(consistent OR inconsistent)** with **(insert applicable plan reference).** It is not reasonable and in the public interest to amend the Zoning Ordinance because…. *(Explain)*

Text Amendment
Application

Date of Application 01/30/2023

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): See Attached Article(s): See Attached Section(s): See Attached

Current Ordinance

See Attached

Proposed Text

See Attached

Reason for Proposed Change

Miscellaneous clarifications and revisions

Attach additional pages if needed.

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

Applicant

Printed Name Town of Huntersville Planning Department

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature Lauren Speight Date 01/30/2023

Title Lauren Speight, Sr. Planner Email LSPEIGHT@HUNTERSVILLE.ORG

Address of Applicant 105 Gilead Road, 3rd Floor

Property Owner (if different than applicant)

* Printed Name _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. 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 APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: https://www.huntersville.org/228/Planning-Department

Date Received By Planning Department: _____

Staff Initials: _____

AN ORDINANCE TO AMEND ARTICLE 14.2.3 OF THE ZONING ORDINANCE, TIA REFERENCE NO LONGER APPLICABLE PER ADMINISTRATIVE REVIEW OF SKETCH PLANS; SECTION 6.300 OF THE SUBDIVISION ORDINANCE FOR A TIA REFERENCE NO LONGER APPLICABLE; ARTICLES 11.8 AND 14.4.4 OF THE ZONING ORDINANCE, WITHDRAWAL OF AMENDMENT PETITIONS; SECTION 6.320 OF THE SUBDIVISION ORDINANCE, SKETCH PLAN COMMUNITY MEETING NOTIFICATION REQUIREMENTS; ARTICLE 11.4.3 OF THE ZONING ORDINANCE, CONDITIONAL ZONING COMMUNITY MEETING NOTIFICATION REQUIREMENTS

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 14.2.3 of the Zoning Ordinance is hereby amended by modifying the requirements for a draft TIA as follows:

14.2.3 TIA Submission And Completion Requirement

Once the Town has made a Determination of Need for a TIA, the applicant may proceed with the TIA scoping. Once the TIA scoping is complete, the applicant may proceed with the TIA, in accordance with the terms of the most recent version of the Town of Huntersville TIA Process and Procedures Manual, as approved by the Town Engineer and all applicable Zoning Ordinance and Subdivision Ordinance requirements. The draft TIA shall be submitted to Town staff 30 days prior to the Town Board Public Hearing ~~(~~for rezoning cases~~) or as provided in the Subdivision Ordinance~~. Resubmittals of TIAs **for rezoning cases** shall be submitted a minimum of 20 business days prior to the scheduled Town Board final action. **In all other cases, the draft TIA and any resubmittals shall be submitted as provided in the most recent version of the Town of Huntersville TIA Process and Procedures Manual.** The final sealed TIA shall be completed and accepted by Town staff prior to final action by the Town Board or permit issuing authority.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 6.300.1 of the Subdivision Ordinance is hereby amended by modifying a TIA reference that is no longer applicable:

6.300 SKETCH PLAN REQUIRED FOR MAJOR SUBDIVISIONS

Prior to the filing of an application for approval of a major subdivision Preliminary Plan, a Sketch Plan shall be submitted to the Planning Director and any Designated Administrative Agent for review. When submitted, this **Sketch Plan shall be on a topographical map showing original contours at intervals of not less than four feet highlighting slopes over 25% and existing tree lines**. It shall show in sketch form the proposed layout of streets, lots, and other features in relation to existing conditions. It shall include the following information:

1. The boundary lines of the property being subdivided;
2. Water courses on the land to be subdivided;

3. The location, names, and rights-of-way of any existing streets on or within 300 feet of the land to be subdivided;
4. The location of all property lines which intersect the boundaries of the property being subdivided; the zoning district of each adjacent property;
5. Rough finished grades, the location of proposed streets, lots, parks or other open spaces, reservations, building lines, street cross-sections, number and type of buildings, and the location of any building restriction flood lines required by Section 7.280;
6. Zoning information for the proposed project site;
7. Proposed front, rear, and side yard dimensions for each building type along each street type;
8. For projects within a regulated watershed protection area, the location of required buffers and high density option detention, if applicable;
9. The location of general buffers or screens required for the project area, as a whole;
10. The scale of the plan, which shall not be smaller than 100 feet to the inch; north point; date;
11. A small scale vicinity map.
12. Information necessary to evaluate the proposed development site for compliance with the water quality standards of Section 8.17 of the Huntersville Zoning Ordinance and the Performance Criteria as detailed in Section 9 of the Huntersville Water Quality Design Manual. Further, the Site Evaluation Tool (SET) output shall be submitted for each proposed development site. Section 9 of the Huntersville Water Quality Design Manual contains detailed information concerning the submission requirements for SET.
13. **Traffic Impact Assessments; Physical Analysis**.
    1. a Traffic Impact Assessment for certain subdivisions, as required by Article 14 of the Town Zoning Ordinance, which is hereby incorporated by this reference.
    2. ~~for developments of twenty (20) or more residential units or equivalent traffic generation a physical analysis (type of units expected, including number of bedrooms, projected values, size and timing of phases, etc.).~~
14. An "Existing Features (Site Analysis) Plan" shall be submitted as part of the sketch plan application and for Farmhouse Cluster developments in order to determine significant features to be preserved. It is recommended a pre-application meeting with the administrator be held to review the Existing Features Plan prior to submission of the sketch plan. The Existing Features (Site Analysis) Plan analyzes each site's special features, as they form the basis of the design process for open space lands, building locations, street alignments, and lot lines. Detailed requirements for Existing Features Plans at the minimum must include:
    1. The location and area calculations of constraining features including wetlands, slopes over 25%, watercourses, intermittent streams and floodways, S.W.I.M. buffers (outside of floodways), watershed buffers, and all rights-of-way and easements (current and future);

2. The location of significant features such as woodlands, tree lines, specimen and heritage trees, open fields or meadows, scenic views into or out of the property, watershed divides and drainage ways; existing structures, cemeteries, roads, tracks and trails; significant wildlife habitat; prime agricultural farmland; historic, archeological and cultural features listed (or eligible to be listed) on national, state or county registers or inventories; and aquifers and their recharge areas;
3. The location of existing or planned utility easements (above and below ground) to include, but not limited to power/transmission, water, sewer, gas, phone, and cable;
4. A topographical map showing original contours at intervals of not less than four feet and existing tree lines;

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.8 of the Zoning Ordinance is hereby amended by modifying the requirements for a withdrawal of zoning amendments:

11.8 Effect of Denial of Petition

1. A**ny** petition for the reclassification of property that has been **withdrawn,** denied in whole or in part, or approved to a classification other than the one originally requested, shall not be re-submitted within one year of the date of the Town Board's action on the original petition, unless a petitioner applies for a district which is "lower" in the Hierarchy of Zoning Districts in Section 3.1.1.
2. The Town Board may allow re-submission of a petition **for the reclassification of property** within the one-year restricted period if it determines that, since the date of action on the prior petition, one of the following criteria has been met:
    1. There has been a similar change in the zoning district classification of an adjacent property; or
    2. The Town Board has adopted a new or amended plan for the area that changes public policy regarding how the property affected by the amendment should be developed; or
    3. Construction or expansion of a road, water line, sewer line, or other infrastructure has occurred or is to occur in such a time frame as to serve the property and comfortably accommodate the intensity of development allowed under the proposed classification; or
    4. There has been a substantial change in conditions or circumstances, outside the control of the petitioner, which justifies waiver of the one-year restriction on a new petition; this shall not include a change in the ownership of the subject property nor, in the case of a petition for reclassification to a conditional or parallel conditional zoning district, or MH Overlay district, a change in the scale or features of the development proposed in the prior petition.

3. Any petition allowed by the Town Board under subsection (2) above must be reviewed and approved in accordance with the procedures and standards of Section 11.4, Amendment Process, of these regulations.

Section 4. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.4.4 of the Zoning Ordinance is hereby amended by modifying the requirements for a withdrawal of zoning amendments:

11.4.4 Withdrawal or Amendment of Petition.

a. A petition filed according to this section may be withdrawn by the petitioner at any time ~~up to the date of the public hearing on the petition~~ **prior to final action by the Town Board**.
b. Once the petition has been filed, the petitioner shall not be allowed to amend it except by request to the Planning Director no later than three weeks prior to the scheduled public hearing date. No changes to the petition shall be accepted in the intervening weeks prior to the public hearing. No changes to the petition shall be made at the hearing, although potential changes proposed by the petitioner, Planning Board, Town Board, and other interested parties may be presented at the hearing and considered by the Planning Board and Town Board during their deliberations.
c. If the Town Board deems any ~~requested~~ amendment **requested pursuant to Section 11.4.4 (b)** to be a substantial change to the petition ~~prior to a final decision~~, which does not result in an intensification of the petition, it shall defer action on the petition for 30 days to allow interested parties the opportunity to comment on the amendment to the petition. **Notwithstanding the foregoing, the Town Board may deny the petition.**
d. If the Town Board deems any ~~requested~~ amendment **requested pursuant to Section 11.4.4 (b)** to be an intensification of the petition, it shall call a new public hearing **prior to final action** ~~as required by North Carolina General Statutes~~. **Notwithstanding the foregoing, the Town Board may deny the petition.**
e. Once a development approval is issued, modifications to the development approval must be reviewed and approved in the same manner in which it the approval was originally made, including any necessary notice and public hearing. However, minor modifications to development approvals as defined by Article 12 of this ordinance may be approved by staff.

Section 5. Be it ordained by the Board of Commissioners of the Town of Huntersville that Section 6.320 of the Subdivision Ordinance is hereby amended by modifying the requirements for mailing requirements for major subdivision sketch plan community meetings:

6.320 REVIEW OF MAJOR SUBDIVISION SKETCH PLAN

1. Upon submission, the Planning Director and any Designated Administrative Agent shall have fifteen (15) working days to review and comment on the Sketch Plan. Upon

completion of review, Planning Staff shall provide comments to the subdivider on any portions of the Sketch Plan that are not in compliance with the Town's Sketch Plan submission requirements or the Town's Zoning and Subdivision Ordinances.

2. The subdivider shall address all Town Staff comments prior to refining a revised Sketch Plan with the Planning Department. If subsequent corrections or changes to a sketch plan are necessary, the reviewer shall have fifteen (15) working days to review any revised sketch plan.
3. A written report of at least one community meeting held by the subdivided must be submitted within forty-five (45) days of the initial filing of the sketch plan for review by the Planning Department. The community meeting shall not be held on regularly scheduled Town Board and Planning Board meeting nights. Notice of such a meeting shall be ~~given~~ **provided** to all of the following **via certified mail** using the parcel ownership information listed in the current Mecklenburg County tax records:

    a. Owner of each property petitioned for subdivision
    b. Owner of each abutting property
    c. Owner of each property within 250 feet of the petitioned property
    d. Owner of each property directly across a street, easement, or right-of-way, public or private, from the petitioned property
    e. Owner of each property across a street, easement, or right-of-way, and within 250 feet of the right-of-way boundary opposite the petitioned property
    f. Contact person for each neighborhood association, property owner association, and homeowner association registered with the Town Planning Department that has jurisdiction over property within 2000 feet of any portion of the subdivision site (distance scaled on a Town of Huntersville or Mecklenburg County official map).

    The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the subdivision petition made by the petitioner as a result of the meeting. In the event the subdivider has not held at least one meeting pursuant to this paragraph, the subdivider shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this paragraph shall be considered but shall not be subject to judicial review.

4. Within 30 days of receiving the final Sketch Plan, the Planning Director or Designated Administrative Assistant shall prepare a written decision setting forth findings concerning the application's compliance with applicable regulations. If the staff decision proposes a finding or conclusion that the application fails to comply with applicable regulations, it shall identify the

requirement in question and specifically state supporting reasons for the proposed findings or conclusions. Notice of the decision to approve or deny a sketch plan shall be provided in accordance with N.C.G.S. § 160D-403. Administrative decisions to deny approval of a sketch plan may be appealed in accordance with Section 4.000.

Section 6. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.4.3 (d) of the Zoning Ordinance is hereby amended by modifying the requirements for a withdrawal of zoning amendments:

11.4.3 Amendment Process, Initiation

d. Before a public hearing may be held on a petition for a conditional zoning, the petitioner must file in the Office of the Planning Department a written report of at least one community meeting held by the petitioner. Notice of such a meeting shall be ~~given~~ **provided** to all of the following **via certified mail** using the parcel ownership information listed in the current Mecklenburg County tax records:

1. Owner of each property petitioned for rezoning
2. Owner of each abutting property
3. Owner of each property within 250 feet of the petitioned property
4. Owner of each property directly across a street, easement, or right-of-way, public or private, from the petitioned property
5. Owner of each property across a street, easement, or right-of-way, and within 250 feet of the right-of-way boundary opposite the petitioned property
6. Contact person for each neighborhood association, property owner association, and homeowner association registered with the Town Planning Department that has jurisdiction over property within 2,000 feet of any portion of the rezoning site (distance scaled on a Town of Huntersville or Mecklenburg County official map). If fewer that two registered associations are identified within 2,000 feet of the rezoning site, it is the responsibility of the petitioner to identify and include unregistered associations or associations beyond 2,000 feet of the site, such that no fewer that two neighborhood, property owner, or homeowner associations are notified of the community meeting.
7. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a copy of any materials presented at the meeting, a summary of issues discussed at the meeting, including changes suggested by the participants and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this paragraph, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The

adequacy of a meeting held or report filed pursuant to this paragraph shall be considered by the Town Board but shall not be subject to judicial review.

Section 7. This ordinance shall become effective upon adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: 2/2/23, Recommended for Approval 9-0
PUBLIC HEARING DATE: 4/3/23
PLANNING BOARD MEETING: 4/25/23
TOWN BOARD DECISION: 5/15/23

Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, February2, 2023.

Call to Order/Roll Call
Chairman Jones called the meeting to order at 3:30 pm.

Voting Members Present: M. Jones, J. Kluttz, K. Jones, F. Gammon, B. Skelly (arrived at 3:52 p.m.), H. Whittaker, T. Taylor, A. Hallman & T. Finlay

Non-Voting Members Present: Commissioner Munger, J. Simoneau, T. Barron, E. Sloop, and J. Glass
Non-Voting Members Absent: None

Approval of Minutes
Item 2A. Consider approval of the January 5, 2023, Regular Meeting Minutes
Motion: K. Jones made a Motion to Approve the amended January 5, 2023, minutes. A. Hallman seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments
No public comments.

Action Agenda
T. Finlay stated that he had a conflict of interest with Item 4A and requested to be recused.
Motion: F. Gammon made a Motion to recuse T. Finlay for Item 4A. A. Hallman seconded the motion.
Vote: The motion passed unanimously (8-0).

Item 4A: Consider recommendation on petition #TA22-11, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices. (Kayleigh Mielenz)
K. Mielenz, Planner I reviewed the proposed amendment as included in the attached exhibits.

The Board had discussion related to clarifying terms, placement, safety concerns, and code enforcement.

Motion: K. Jones made a Motion to Approve TA22-11 to amend Article 10, Signs to increase flexibility of sign regulations and codify current practices. A. Hallman seconded the motion.
Vote: The motion passed (7-0-1) with H. Whittaker abstaining.

Motion: A. Hallman made a Motion to Reinstate T. Finlay. H. Whittaker seconded the motion.
Vote: The motion passed unanimously (8-0).

Item 4B: Consider recommendation on petition #TA22-15, a request by the Huntersville Planning Department for a text amendment to Article 7 Landscaping and Open Space to update penalties for removal/damage of required vegetation. (Kayleigh Mielenz)
K. Mielenz, Planner I presented the proposed amendment as included in the attached exhibit. Staff stated that they will be redrafting the amendment to simplify the penalty calculation. Staff indicated that the revision will be so extensive that they would recommend the Board limit discussion on this item until the new version is presented.

Item 4C: Consider a recommendation on petition #TA23-01, a request by the Huntersville Planning Department for a text amendment to Article 7, Part A: Landscaping altering the spacing and location of required street trees and providing greater flexibility for the types of supplemental residential lot trees. (Lauren Speight)
L. Speight, Senior Planner presented the proposed amendment as included in the attached exhibits.

H. Whittaker asked if the tree was placed on the homeowner's property who would be responsible for maintenance, replacement, and possible damages caused by the tree. Staff responded that currently the ordinance indicates the homeowner or homeowner's associated would be responsible as determined by that homeowner's association.

H. Whittaker asked about developer requirements for yard trees and types of trees. Staff relayed the history behind the ordinances related to yard trees, varying sizes of side paths, how tree types were considered, and how placement of trees is now being considered to reduce damages.

H. Whittaker stated he is not opposed to this. He commented on the importance of clear communication and expectations so that homeowners would fully understand their financial responsibilities.

K. Jones asked how a homeowner may be affected if an existing neighborhood is retrofitted with curb and gutter. Staff responded that a yard tree requirement would not apply and retrofit streets are typically too tight to allow for street trees.

Commissioner Munger added that this is a layered issue which includes sidewalks being adjacent to roads leading people to park on sidewalks, sidewalks being further in leads to homeowners parking in their driveway and partially blocking the sidewalk. This leads to the focus being on the correct tree installed correctly for the size of the planting strip. He added that in Vermillion, the homeowner is responsible for replacing the street tree if it dies and must get approval from the homeowner's association for which type of tree he may plant in that location.

F. Gammon commented that he does not want to add more regulation and burden on the homeowners regarding trees and there should be greater education related to the current regulations and resident requirements.

H. Whittaker commented that moving the tree up into the homeowner's property and the line fills up with roots it would become the responsibility of the homeowner which could create a serious cost.

M. Jones asked staff about how the tree is planted. Staff confirmed that the note is on the plan requiring a specific method for tree planting however this is not inspected, and trees are often found planted incorrectly.

S. Trott, Director of Engineering for Town of Huntersville commented that in addition to sewer, water, power, gas, and telecommunication lines are also typically in the planting strip. Stormwater is publicly maintained and typically also within the planting strip. Additionally street signs, regulatory signs, streetlights are also in this area that can conflict with trees. Trees located can also create a sight distance issue so the number, size, spacing are a few of many factors that go into selecting the trees.

Item 4D: Consider a recommendation on petition #TA23-02, a request by the Huntersville Planning Department for a text amendment to Article 14.2.3, Traffic Impact Analysis, Applicability to remove a reference to the Subdivision Ordinance that no longer applies to sketch plans reviews per the approved amendment TA22-05 making the major subdivision review process administrative.
L. Speight, Senior Planner presented each section of the proposed amendment.

Staff confirmed ZO Article 14.2.3 would be amended as presented with the additional strike out of "for rezoning cases."

The Board had discussion related to when an applicant would be allowed to withdraw their plans, when they can resubmit, and how this would affect the timeline.

Motion: T. Taylor made a Motion to recommend approval of TA23-02 as presented by staff. T. Finlay seconded the motion.

Vote: The motion passed unanimously (9-0).

Item 5A: Acknowledge terms of service for Tim Taylor, Thomas Finlay & Brandy Skelley
Chairman Jones thanked all exiting Board members for their service.

Item 5B: Election of Chair and Vice-Chair
Nomination: F. Gammon nominated A. Hallman as Chair. H. Whittaker seconded the nomination. There were no other nominations.
Vote: The motion passed unanimously (9-0).

Nomination: A. Hallman nominated K. Jones as Vice-Chair. H. Whittaker seconded the motion. There were no other nominations.
Vote: The motion passed (8-1) with T. Finlay opposed.

Other Business
No other business.

Adjourn
Motion: J. Kluttz made a Motion to Adjourn. H. Whittaker seconded the motion.
Vote: The motion passed unanimously (9-0).

Approved this ____ day of _____ 2023.

_____
Chairman or Vice Chairman

_____
Board Secretary

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Lauren Speight, Planner II

Date: April 3, 2023

Subject: Conduct Public Hearing on Petition #TA22-11 Article 10 Signs

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EXPLAIN REQUEST:
Conduct a public hearing on Petition #TA22-11, a request by the Huntersville Planning Department, for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices.

ACTION RECOMMENDED:
Hold public hearing.

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. TA22-11 Staff Report
2. Application
3. Ordinance
4. Changes to Article 10
5. Example of Max Wall Sign Area
6. February HOAB Minutes

TA22-11 Article 10 Signs

PART 1: DESCRIPTION

TA22-11 is a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations, codify current practices, and clarify existing language.

PART 2: BACKGROUND

Article 10 of the Zoning Ordinance contains regulations for exterior signs. There are standards around sign size, height, placement, lighting, etc.

The purpose of the sign regulations are:

1. To maintain public safety and traffic safety by ensuring that signs are properly designed, constructed, installed, and maintained;
2. To minimize the distractions and obstruction of view that contribute to traffic hazards and endanger public safety;
3. To protect existing development and promote high standards of quality in new development by encouraging appropriately designed, placed, and sized signage;
4. To provide an effective guide for identification through signage while preventing signs from dominating the visual appearance of the areas in which they are located.

A large portion of the amendment is to codify current practices and clarify existing language. The most substantial change proposed is to Article 10.7 Permanent Signs Requiring a Permit.

Sign contractors and business owners have made recommendations on how the Town may increase the flexibility of the sign regulations under 10.7 and make the section easier to understand. The proposed text amendment aims to address the feedback received by Staff.

The most frequent comments Staff receive are about how restrictive the parking lot sign standards are, specifically the 25% sign area limit and requirement to transfer square footage from the primary sign to the parking lot sign. The proposed text amendment will allow any qualifying structure to have 32 square feet in sign area on a wall that fronts a parking area and contains pedestrian entry.

10.7.2 was added to regulate signage for multi-story, multi-tenant buildings. Staff receives many inquiries from new tenants in multi-story, multi-tenant buildings about the restrictions for sign area. In some cases, the primary wall of the building is using the maximum sign area allowed on the primary wall. This prevents new tenants from being able to place a sign on the primary wall. Tenants often express frustration that the conditions of their lease promise space for a wall sign on the primary wall. The intent of the added language is to make property owners/managers be pro-active so that this situation will not happen.

For a detailed explanation of all the proposed changes, please see the summary document attached.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA22-11 is consistent with Land Use Policy LU-8 of the Huntersville 2040 Community Plan.

Policy LU-8: Emphasize form and flexibility in Mixed-Use Centers, Employment Centers, the Town Core, and Activity Centers.

- Staff Comment: The amendment will increase the flexibility of the sign regulations by slightly increasing the allowed size of wall signs and monument signs in certain zoning districts. The added flexibility mainly affects commercial signs which are found in all of the above centers/core.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board, with one board member abstaining, recommended approval (7-0-1) of the proposed text amendment on February 2, 2023.

PART 6: PUBLIC HEARING

April 3, 2023

PART 7: PLANNING BOARD RECOMMENDATION

April 25, 2023

PART 8: TOWN BOARD RECOMMENDATION

May 15, 2023

PART 9: ATTACHMENTS

1. Text Amendment Application
2. Ordinance for Adoption
3. Summary of Changes
4. Example of Maximum Wall Sign Area
5. February 2nd HOAB Minutes

PART 10: STATEMENT OF CONSISTENCY – TA22-11

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA22-11, Planning Staff recommends approval based on consistency with policy LU-8 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it will clarify the current language and increase flexibility of the sign regulations while still meeting the intent of signs being for identification purposes and not for advertising.	**APPROVAL:** In considering the proposed amendment TA22-11, the Planning Board recommends approval based on the amendment being consistent with **(insert applicable plan reference)** It is reasonable and in the public interest to amend the Zoning Ordinance because*…(Explain)*	**APPROVAL:** In considering the proposed amendment TA22-11, the Town Board recommends approval based on the amendment being consistent with **(insert applicable plan reference)** It is reasonable and in the public interest to amend the Zoning Ordinance because*…(Explain)*

DENIAL: N/A	**DENIAL:** In considering the proposed amendment TA22-11, the Planning Board recommends denial based on the amendment being **(consistent OR inconsistent)** with **(insert applicable plan reference).** It is not reasonable and in the public interest to amend the Zoning Ordinance because…. *(Explain)*	**DENIAL:** In considering the proposed amendment TA22-11, the Town Board recommends denial based on the amendment being **(consistent OR inconsistent)** with **(insert applicable plan reference).** It is not reasonable and in the public interest to amend the Zoning Ordinance because…. *(Explain)*

Town of Huntersville
NORTH CAROLINA

Text Amendment
Application

TA22-11

Date of Application 01/03/23

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

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

X Revision/Modification to text of (Zoning Ordinance) / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): _____ Article(s): 10, 12.2.2 Section(s): _____

Current Ordinance: see attached

Proposed Text: see attached

Reason for Proposed Change: To update sign regulations to increase flexibility of standards based on customer feedback & to clean up some of the language.

Attach additional pages if needed.

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

Applicant

Printed Name Town of Huntersville Planning Department

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☒ Other: Municipality

Signature Kayleigh Mielenz Date 01/03/23

Title Planner I Email KMielenz@huntersville.org

Address of Applicant 105 Gilead Rd, 3rd Floor

Property Owner (if different than applicant)

* Printed Name _____

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. 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 APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: https://www.huntersville.org/228/Planning-Department

Date Received By Planning Department: 01/03/23

Staff Initials: KM

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE ZONING ORDINANCE ARTICLE 10 SIGNS TO UPDATE AND CLEAN UP STANDARDS

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.2 Applicability, is hereby amended as follows:

10.2 Applicability

Except as otherwise provided in this ordinance, it shall be unlawful to construct, enlarge, move or replace any sign or cause the same to be done, without first obtaining a sign permit for such sign from the ~~Mecklenburg County Building Standards Department or~~ designated permitting agency. In addition, a certificate of occupancy for the change in the use of property shall require compliance with Article 10, Signs.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.3 General Provisions, is hereby amended as follows:

10.3 General Provisions

The following provisions shall apply to all signs.

.1 Construction Standards. All signs shall be constructed and installed in accordance with the applicable provisions of the North Carolina State Building Code.

.2 Electrical Standards. All illuminated signs shall be installed in accordance with the applicable provisions of the North Carolina State Electrical Code and all detached signs shall be powered by an underground electrical source.

a) Sign lighting must comply with Article 8.26.3 (e-g).

.3 Maintenance of Signs. All signs shall be maintained in good structural and aesthetic condition. Deficiencies such as chipped paint, broken plastic, missing letters and exposed light bulbs shall be evidence of a lack of maintenance.

.4 Content. Content of message, commercial or non-commercial, is not regulated by this ordinance.

.5 No sign shall be placed so as to obstruct the clear sight triangle at a street intersection (Section 8.9).

.6 No sign shall be placed in a utility or storm drainage easement without permission from easement holder.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.4 District Classification, is hereby amended as follows:

10.4 District Classification

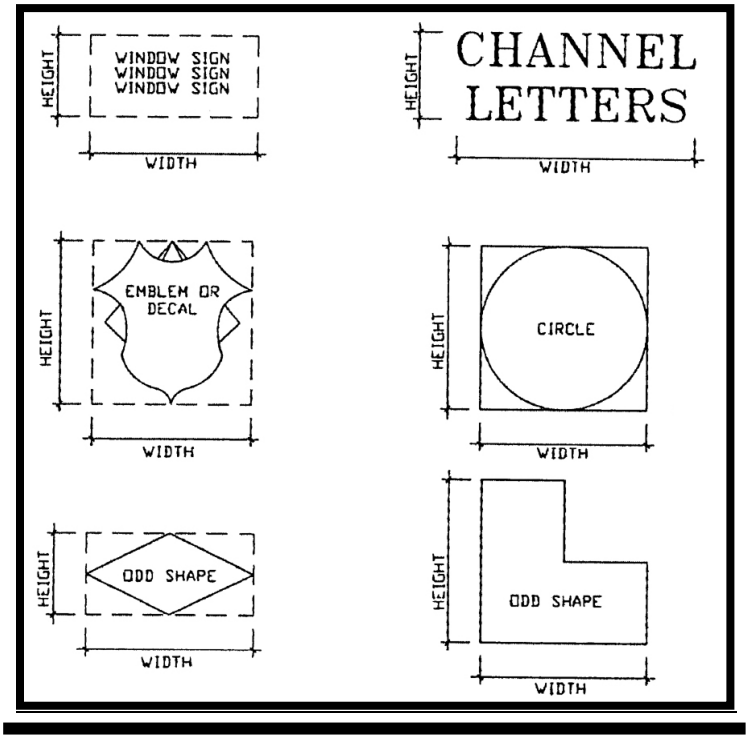
For purposes of this Article, zoning districts are classified as follows:

Rural District (R)	Residential
Transitional Residential (TR)	Residential
General Residential (GR)	Residential
Neighborhood Residential (NR)	Residential
~~Manufactured Home Overlay (MH-O)~~	~~Residential~~
Rural Traditional Neighborhood Development District (TND-R)	Mixed Use
Urban Traditional Neighborhood Development District (TND-U)	Mixed Use
Neighborhood Center (NC)	Mixed Use
Town Center (TC)	Mixed Use
Campus Institutional (CI)	Mixed Use
Transit Oriented Development District- Employment (TOD-E)	**Mixed Use**
Transit Oriented Development District- Residential (TOD-R)	**Commercial**
Highway Commercial (HC)	Commercial
Vehicle Sales (VS)	Commercial
Corporate Business (CB)	Commercial
Special Purpose (SP)	Commercial

Section 4. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.6 Sign Measurement, is hereby amended as follows:

10.6 Sign Measurement

.1 Sign Face Area: The area within a single, continuous perimeter enclosing the characters, lettering, logos, illustrations, and ornamentation, together with any material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed.



Section 5. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.7 Permanent Signs Requiring a Permit, is hereby amended as follows:

10.7 Permanent Signs Requiring a Permit

10.7.1 On-Premise Signs are allowed, as indicated in the chart below

CIVIC BUILDINGS, **PARKS, AND GREENWAYS** IN ANY DISTRICT **Wall Mounted Sign** **Primary Sign Max Area:** 10% of **the area of** any wall face ~~area~~ fronting a street or approved alternate frontage, up to a maximum of 128 square feet. **Parking Lot Sign Max Area: One wall face that does not front a public street or approved alternative frontage, but which fronts a parking area and contains pedestrian entry, may have up to 32 square feet of parking lot wall signage.** **Ground Mounted Sign** Maximum Number: 1 per street front Maximum Area: 32 square feet Maximum Height: 8 feet Not permitted for zero setback buildings Changeable copy[1] shall not exceed 50% of the allowable sign face area for either wall or ground mounted signs	ANY BUILDING TYPE IN A MIXED-USE DISTRICT EXCEPT A DETACHED HOUSE (NC, TC, CI, TND-U, TND-R**, TOD-R**) **Wall Mounted Sign** **Primary Sign Max Area:** 10% of **the area of** any wall face ~~area~~ fronting a street or approved alternate frontage, up to a maximum of 128 square feet. **Parking Lot Sign Max Area: One wall face that does not front a public street or approved alternative frontage, but which fronts a parking area and contains pedestrian entry, may have up to 32 square feet of parking lot wall signage.** **Ground Mounted Sign** Maximum Number: 1 per street front Maximum Area: 32 square feet Maximum Height: 8 feet Not permitted for zero setback buildings Changeable copy[1] shall not exceed 25% of the allowable sign face area for either wall or ground mounted signs
ANY BUILDING TYPE IN A COMMERCIAL DISTRICT EXCEPT DETACHED HOUSE (HC[2], CB[2], SP, VS**, TOD-E**) **Wall Mounted Sign** **Primary Sign Max Area:** 10% of **the area of** any wall face ~~area~~ fronting a street or approved alternate frontage, up to a maximum of 128 square feet. However, in the CB and SP zone, any building over 100,000 sq~~.~~ **uare** f**eet**~~.~~ **of floor area** may have wall sign(s) not to exceed 384 square feet. In addition, one Secondary Business Identification Sign *(defined in Article 12)* is permitted for each secondary business, up to a maximum combined area of 64 square feet for all secondary business identification signs. **Parking Lot Sign Max Area: One wall face that does not front a public street or approved alternative frontage, but which fronts a parking area and contains pedestrian entry, may have up to 32 square feet of parking lot wall signage.** ~~Notwithstanding the above, the total area of all wall-mounted signs shall not exceed 10% of the applicable wall face area.~~ **Ground Mounted Sign** Maximum Number: 1 per street front Maximum Area: 32 square feet Maximum Height: 8 feet Not permitted for zero setback buildings Changeable copy[1] shall not exceed 25% of the allowable sign face area for either wall or ground mounted signs	**COMMERCIAL USE OR MIXED USE IN CERTAIN** ~~MIXED USE BUILDINGS WHERE PERMITTED IN~~ RESIDENTIAL DISTRICTS (NR**, TR, R,**) **Wall Mounted Sign** ~~1 sign per business bay[2], up to a maximum of 12 square feet per bay; the sign area for any mixed-use structure shall not exceed 5% of any wall face area fronting a street or approved alternate frontage.~~ **Primary Sign Max Area: 5% of the area of any wall face fronting a street or approved alternate frontage, up to a maximum of 12 square feet.** **Ground Mounted Sign** Maximum Number: 1 per ~~building~~ street front Maximum Area: ~~12~~**16** square feet Maximum Height: 6 feet Type permitted: pole and beam or framed only, as identified in 10.5.2 b). Illumination permitted: Down lighting or indirect lighting (no internal illumination) Changeable copy[1] shall not exceed 25% of the allowable sign face area for either wall or ground mounted signs
DIRECTORY SIGN Maximum Number: 1 per street front; maximum 3 signs; 1000-foot separation. Maximum Area: 96 square feet per sign Maximum Height of ground mounted signs: 12' (includes shopping centers, office complexes, schools, large-scale religious institutions, institutional or business	PLANNED DEVELOPMENT ENTRANCE SIGN **FOR DEVELOPMENTS OF 5 ACRES OR MORE** Maximum Number: 1 per street front; 2 sign faces may be used with a wall, fence, or other architectural entrance feature ~~Total~~ Maximum Area: ~~24~~**32** square feet Maximum Height: 8 feet **Ground Mounted Sign limited to name and/or logo**

campuses, and similar large complexes which have a variety of tenants or uses) No individual tenant ground mounted signs are permitted.	~~(permitted for all-residential, mixed use, and non-residential projects of 10 acres or more)~~ ~~Limited to name and/or logo~~

~~For buildings in all-residential, mixed use and non-residential projects, 25% of the allowable wall mounted signage of one street fronting or approved alternate frontage wall face per individually constructed tenant space (up to 32 sq. ft.) may be transferred to one wall face that does not front a public street, but which fronts a parking area and contains pedestrian entry.~~

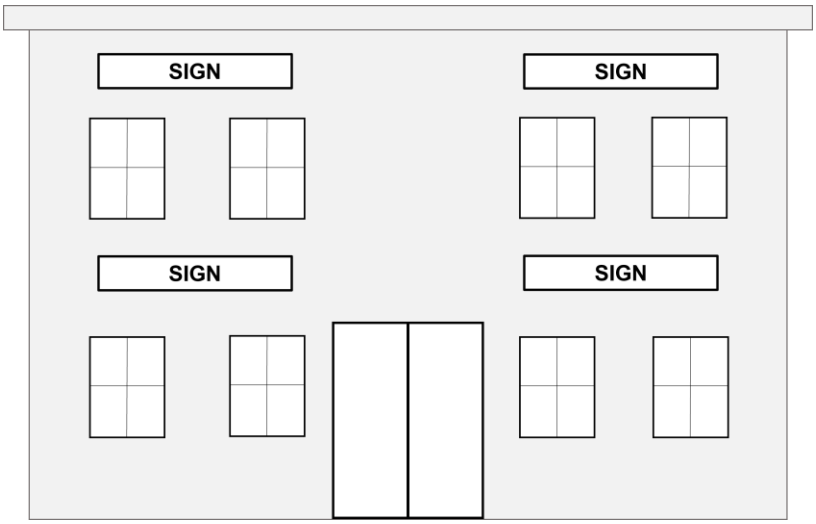
[1] Changeable copy that is internally illuminated or self-luminous shall meet the following standards:

(a) Maximum brightness shall be 5,000 nits during daylight hours (dawn to dusk) and 150 nits during nighttime hours. The applicant or sign manufacturer must provide either written certification from the manufacturer that the light intensity has been factory-programmed not to exceed above listed light levels or provide an isolux lighting plan certified by an electrical engineer.

(b) Message may change a maximum of twenty-four (24) times per 24-hour period. Change of message shall not occur within any thirty (30) minutes timespan from the last change of message.

~~[2] A business bay in a mixed-use building is the width of the first floor which is used for any single business, extended from the front of the building to the back of the building.~~

[2] **Notwithstanding the above, in the Highway Commercial or Corporate Business zoning district, when a commercial site plan is submitted for a new or redeveloped multi-story, multi-tenant building(s) that is a Highway Commercial, Urban Workplace or Shopfront building type, a sign plan shall be submitted for administrative review that includes, but is not limited to, locations of wall signs for each tenant and the square footage of wall sign area devoted to each tenant. Sign plan shall be revised if the number of tenant spaces changes after the approval of the sign plan. The maximum area permitted for wall signs is 10% of the area of any wall face fronting a street or approved alternate frontage, up to a maximum of 128 square feet. One wall face that does not front a public street or approved alternative frontage, but which fronts a parking area, may have up to 16 square feet of parking lot wall signage for each building tenant.**



Section 6. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.10 Signs Permitted without a Permit, is hereby amended as follows:

10.10 Signs Permitted without a Sign Permit

The following types of signs are exempt from permit requirements and allowed in all zones, but shall be in conformance with all other requirements of this ordinance.

.4 On premise directional and instructional signs not exceeding 6 square feet in area, unless such sign is a monument sign, in which case it may not exceed 9 square feet. Maximum height: ~~4~~**5** feet.

.20 Temporary Sporting Event Sign

a) Signs shall be displayed only on the property on which the event is held.

b) No more than one sign per street front shall be permitted per event.

c) Signs shall not exceed 32 square feet in area or 6 feet in height.

d) Signs shall be erected no sooner than the day of the event and may only be erected through the duration of the event.

.21 Government signs.

Section 7. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.11 Master Signage Programs, is hereby amended as follows:

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 District **Option** and the Planned Development **Sign** Flex~~ibility o~~**O**ption. ~~Special Sign Districts require approval by the Board of Commissioners following review and recommendation by the Huntersville Planning Board.~~

10.11.1 Special Sign District Option

Special Sign Districts require approval by the Board of Commissioners following review and recommendation by the Huntersville Planning Board. ~~For t~~**T**he purpose of **a Special Sign District is to** establish~~ing~~, enhanc**e**~~ing~~, preserv**e**~~ing~~, and develop~~ing~~ 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.

d) 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.

.2 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.

.3 A Master Sign Plan shall be submitted that includes, but is not limited to, the following information in a digital format:

a) Detailed designs of all proposed signs including the size, height, changeable copy, and materials of such signs.

b) A graphic showing proposed number and location of signs.

c) Sign illumination plans.

d) Plans for landscaping and architectural features to be used in conjunction with such plans.

.4 Once the Special Sign District has been approved, modifications to the Master Sign Plan must be reviewed and approved in the same manner in which the approval was originally made, including any necessary notice and public hearing. However, minor modifications, as defined by Article 12 of this ordinance, may be approved by the Zoning Administrator.

10.11.2 Planned Development Sign Flexibility Option

For the purpose of providing flexibility and incentives for coordinated, well-designed sign systems for large-scale development, special provisions varying the standards of this ordinance may be approved by the Zoning Administrator, subject to the following:

.1 The development is: a planned residential, nonresidential, or mixed-use development, 10 acres or greater in size; a hospital or other large-scale institutional complex; a large-scale cultural, civic or recreational facility; or a similar large-scale development.

.2 A Master Sign P**lan**~~rogram~~ **shall be submitted** that includes**, but is not limited to,** the following information in **a digital** ~~booklet~~ form**at** ~~is submitted~~:

a) Detailed designs of all proposed signs including the size, height, **changeable** copy, **and** materials~~,~~ ~~and colors~~ of such signs.

b) **A graphic showing** ~~P~~**p**roposed number and location of signs shall be submitted.

c) Sign Illumination Plans.

d) Plans for landscaping ~~or~~ **and** architectural features to be used in conjunction with such plans.

.3 The proposed signs meet the following criteria~~:~~**. To utilize any of the below special provisions, it shall be noted in the approved Master Sign Plan.**

a) All signs are coordinated in terms of design features.

b) ~~The maximum amount of allowable wall mounted signage per individually constructed tenant space of one 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.~~ **The maximum size of wall mounted signage on a non-street fronting wall that contains pedestrian entry and fronts a parking area shall not exceed 40 square feet. This increase may only be used on one non-street fronting wall that contains pedestrian entry and fronts a parking area.**

c) Marquee and Hanging/Blade Signs may be increased by 25%, however they may project no more than 4 feet from the building wall, and no more than 3 feet over a sidewalk in a town-maintained right-of- way.

d) The maximum size of detached signs is not increased by more than 25%.

e) The number of detached signs along a street frontage does not exceed 3.

f) The maximum height of a detached sign does not exceed 12 feet.

g) Multi-information directional signs are no greater than 16 square feet and are located in the interior of a development.

Section 8. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Zoning Ordinance Section 10.13 Application and Issuance of Sign Permits, is hereby amended as follows:

10.13 Application and Issuance of Sign Permits

10.13.1 Application.

Applications for permits shall contain or have attached the following information:

.4 A site or pl**o**~~a~~t plan of the property involved, showing accurate placement of the proposed sign **including distance from right-of-way and any sight triangles.** ~~intended use(s) of the property and zoning district designation~~.

.5 ~~Two (2) blueprints or inked, scaled~~ **D**~~d~~rawings of the **sign** plans and specifications of the sign to be erected or affixed as deemed necessary by the Zoning Administrator. Such plans may include but shall not be limited to details of dimensions, materials, copy, and size of the proposed sign. For wall signs, dimensions of the building wall on which the sign is to be affixed and the location and size of existing wall signs shall also be included.

Section 9. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 12.2.2 Sign Definitions, is hereby added to the Zoning Ordinance as follows:

Sign Types. The following are types of signs included in this ordinance.

Directional or Instructional Sign. An on-premises sign designed to guide vehicular and/or pedestrian traffic by using such words as "Entrance", "Exit", "Parking", "One-Way", **"Customer Pick Up", "Drive-Up", "Curbside Pick Up",** or similar direction or instruction, but not including any advertising message. The name or logo of the business or use to which the sign is giving direction may also be included on the sign.

Section 10. This ordinance shall become effective upon the date of adoption.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: February 2, 2023 (Recommended Approval)

PUBLIC HEARING DATE: April 3, 2023

PLANNING BOARD MEETING: April 25, 2023

TOWN BOARD DECISION: May 15, 2023

TA22-11 Changes to Zoning Ordinance Article 10

1) Section 1
   a) Article 10.2
      i) Removed outdated reference to who issues sign permits

2) Section 2
   a) Article 10.3.6
      i) Codify that signs are not allowed in utility/storm easements without permission from easement holder (this is already practice)

3) Section 3
   a) Article 10.4
      i) Amended to specify what type of zoning district TOD-E and TOD-R are classified as for the purposes of sign regulations

4) Section 4
   a) Article 10.6.1
      i) Add visual aid for measuring sign area to help when explaining to customers

5) Section 5
   a) Article 10.7
      i) Under Civic Buildings in any district, codify that signs for parks and greenways are subject to those standards as well

      ii) Under Any Building Type in A Mixed-Use District Except A Detached House, added sign regulations for TOD-R.

      iii) Under Any Building Type in A Commercial District Except Detached House, added sign regulations for TOD-E.

      iv) Under Mixed Use Buildings where Permitted in Residential Districts, add sign regulations for commercial use and mixed use in R & TR. There are limited commercial uses allowed in R & TR and we currently do not have specific standards for signs in these districts. An example of a business in R that requested a sign is the ivory barn event venue.
         (1) Increase allowed square footage of ground-mounted signage from 12 SF to 16 SF to give flexibility while still keeping the size smaller than ground-mounted signs allowed in other zoning districts so the sign will blend better with surroundings.

      v) **Parking Lot Signage.** Currently, a building wall that does not front a street or urban open space is only allowed a wall sign if it contains a pedestrian entrance and fronts a parking area. When allowed, the maximum area of the non-street fronting (parking lot) sign is 25% of the allowed square footage for the street-fronting (primary) sign,

up to 32 SF. It also requires a square footage transfer (deduction of square footage) from the primary sign to the parking lot sign.

(1) Current Language

> For buildings in all-residential, mixed use and non-residential projects, 25% of the allowable wall mounted signage of one street fronting or approved alternate frontage wall face per individually constructed tenant space (up to 32 sq. ft.) may be transferred to one wall face that does not front a public street, but which fronts a parking area and contains pedestrian entry.

(a) Example. If the primary sign is allowed 100 SF in sign area, the parking lot sign would be allowed 25 SF in sign area (100 x 25%). The 25 SF would then be transferred (deducted) from the primary sign to the parking lot sign, leaving the primary sign with only 75 SF of usable sign area.

(2) Staff is proposing to allow a 32 SF wall sign on a non-street fronting wall that fronts a parking lot and contains pedestrian entry.

(a) This removes away the 25% of the area of the primary sign limit and the requirement to transfer the square footage from the primary sign.

(b) Staff has gotten many comments on how restrictive the 25% size limit and the transfer requirement is over the years. Staff feels comfortable allowing 32 SF outright for a wall sign on a non-street fronting wall that fronts a parking lot and has a pedestrian entrance as it is still in keeping with the spirit of the ordinance.

vi) Changed size of Planned Development Entrance from 24 to 32 SF to align with the size allowed for other monument signs.

vii) 10.7.2 was added to regulate multi-story, multi-tenant buildings. Staff has received many inquires from new tenants in multi-story, multi-tenant buildings about what size sign they can put up. In some cases, the primary wall of the building has already used up the allowed sign area on that primary wall. Tenants often express their frustration that the lease they signed promised space for a wall sign on the primary wall. 10.7.2 was added to make property owners/managers be pro-active so that this situation will not happen. If the number of tenant spaces were to change, the sign plan would need to be updated. This would be triggered by an application for a new sign permit for the building because staff would check to see if the number of tenant spaces for the building had changed.

(1) Staff has specified each tenant may have a 16 SF parking lot sign as previously the entire wall face for parking lot signage would be limited to 32 SF. Which, if there are multiple tenants, will not be enough for each tenant to have an identifiable sign.

(2) Example of multi-story/tenant building in Huntersville that has used all sign area

TA22-11 Changes to Zoning Ordinance Article 10

6) Section 6
   a) Article 10.10.4
      i) Updating maximum height of instructional/directional signs to match the minimum height of 5’ for a handicap parking lot sign. Since staff is specifying in Section 9 of the proposed ordinance that drive up/pick up signs are directional/instructional, staff increased the height limit from 4’ to 5’ to match the minimum height of handicap parking lot sign. The intention is to keep the drive up/pick up signs a comparable size/height to the handicap parking lot signs to prevent the drive up/pick up signs from overwhelming the parking lot landscape.
   b) Article 10.10.20
      i) The ordinance does not permit sporting event flags. Staff has received feedback multiple times from local sports team about the desire to have these flags. Staff is not comfortable with permitting sporting flags because flags flutter and signs that flutter are prohibited by our ordinance, so as a compromise, staff is proposing to allow temporary sporting event signs instead of flags.

   c) Article 10.10.21
      i) Government signs are defined by our ordinance but are not mentioned in Article 10 (other than under 10.7.1 there are regulations for signs specific to Civic Buildings). Government signs do not require a sign permit so Staff codified that under the Signs Permitted without a Permit section.

7) Section 7
   a) Article 10.11.1 & 10.11.2
      i) Name of Master Sign Programs changed to include word ‘sign’ and ‘option’ in each for clarity
      ii) Added language under the Special Sign District to codify the requirement of approval by the Town Board and the amendment for such approval
      iii) Updated content requirements for the Master Sign Plans to align with what we currently request
         (1) Codified requirements already being used for the Special Sign District Master Sign Plan.

TA22-11 Changes to Zoning Ordinance Article 10

iv) Updated the sign criteria under the Planned Development Flex Option to allow a 40 SF sign on one non-street fronting wall. This aligns with the flexibility from general sign regulations allowed by the Planned Development Flex Option.

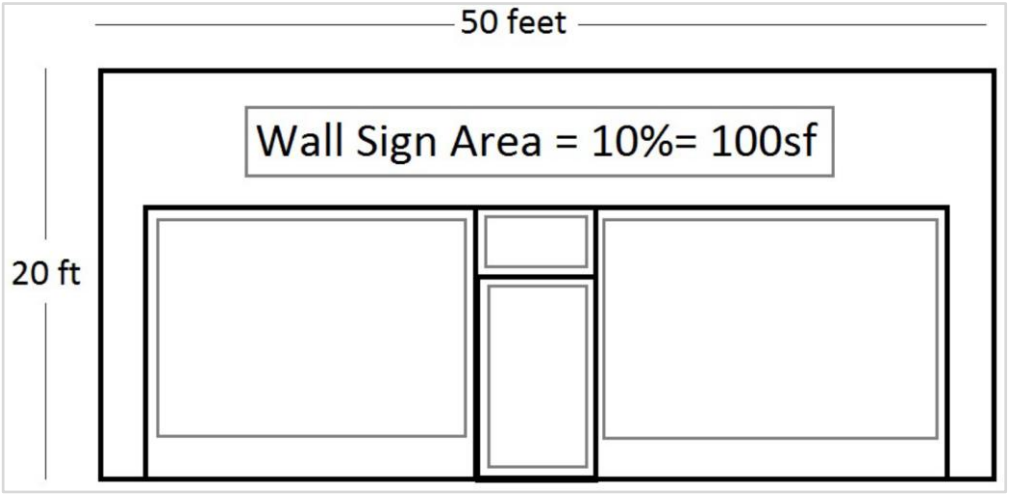
8) Section 8
   a) Article 10.13.1.4 & 10.13.1.5
      i) Updated sign application requirements to reflect information we currently require.

9) Section 9
   a) Article 12.2.2 Sign Definitions
      i) Signs for customer pick up (curbside/drive up signs) are considered directional/instructional signs by our ordinance. These are permitted without a permit but still have size standards. We specified in the definition of directional/instructional signs that signs for customer pick up are considered such.
         (1) Staff has had a few requests for drive up/curbside signs that are very large in height and size and look more like an advertising sign for curbside/drive up rather than directional/instructional sign. The addition of the language is to make pick up signs subject to the size and height limit of directional/instructional signs to prevent the signs for overwhelming the parking lot landscape.
         (2) Example of large pick-up structure with large sign

Sign Area Example

How to calculate maximum wall sign area for street-fronting (primary) signs

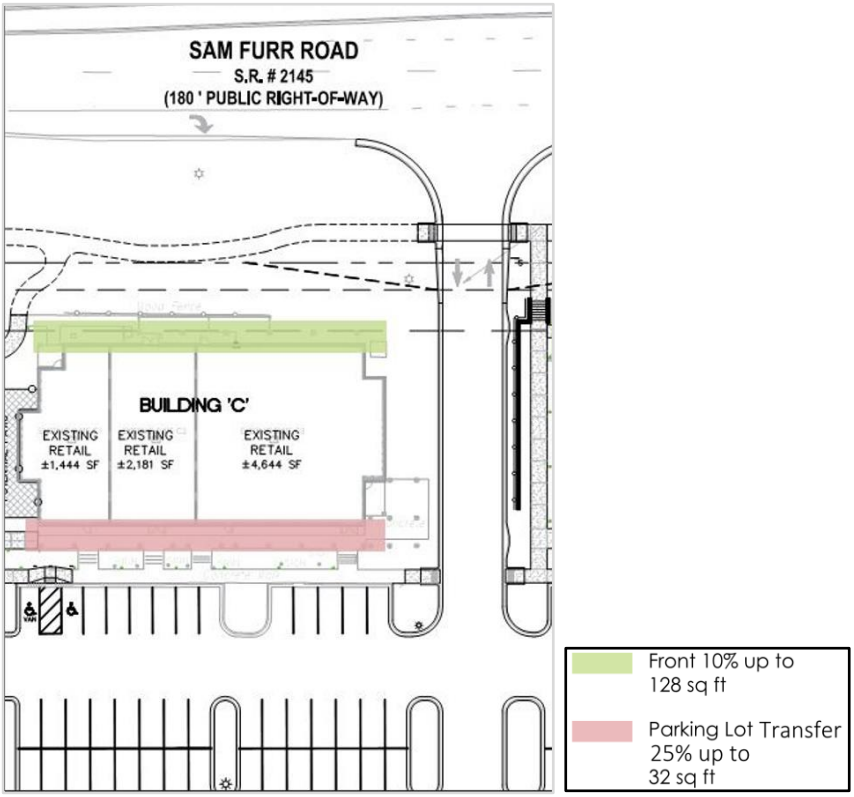
1. Using the graphic below as an example, find the area of the street-fronting wall.
    a. 50’ x 20’= 1,000 SF
2. Multiply the area of the street-fronting wall by 10%. The resulting number is the maximum sign area for street-fronting signage.
    a. 1,000 SF x 10%= 100 SF



How to (currently) calculate maximum wall sign area for non-street fronting (parking lot) signs

1. Multiply the maximum sign area of the street-fronting signage by 25%. The resulting number is the maximum sign area for non-street fronting signage.
    a. 100 SF x 25%= 25 SF
2. Deduct the SF used for the non-street fronting sign from the maximum sign area of the street-fronting sign. The resulting number is the remaining maximum sign area for the street-fronting sign. If a non-street fronting sign is NOT erected, the maximum street-fronting wall sign area would remain at 100 SF.
    a. 100 SF – 25 SF= 75 SF

Example of street-fronting and non-street fronting walls for a multi-tenant building in Birkdale Landing



Minutes of the Town of Huntersville Ordinance Advisory Board

The Town of Huntersville Ordinance Advisory Board met in person at 3:30 p.m. on Thursday, February2, 2023.

Call to Order/Roll Call
Chairman Jones called the meeting to order at 3:30 pm.

Voting Members Present: M. Jones, J. Kluttz, K. Jones, F. Gammon, B. Skelly (arrived at 3:52 p.m.), H. Whittaker, T. Taylor, A. Hallman & T. Finlay

Non-Voting Members Present: Commissioner Munger, J. Simoneau, T. Barron, E. Sloop, and J. Glass
Non-Voting Members Absent: None

Approval of Minutes
Item 2A. Consider approval of the January 5, 2023, Regular Meeting Minutes
Motion: K. Jones made a Motion to Approve the amended January 5, 2023, minutes. A. Hallman seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments
No public comments.

Action Agenda
T. Finlay stated that he had a conflict of interest with Item 4A and requested to be recused.
Motion: F. Gammon made a Motion to recuse T. Finlay for Item 4A. A. Hallman seconded the motion.
Vote: The motion passed unanimously (8-0).

Item 4A: Consider recommendation on petition #TA22-11, a request by the Huntersville Planning Department for a text amendment to the Zoning Ordinance to amend Article 10 Signs to increase flexibility of sign regulations and codify current practices. (Kayleigh Mielenz)
K. Mielenz, Planner I reviewed the proposed amendment as included in the attached exhibits.

The Board had discussion related to clarifying terms, placement, safety concerns, and code enforcement.

Motion: K. Jones made a Motion to Approve TA22-11 to amend Article 10, Signs to increase flexibility of sign regulations and codify current practices. A. Hallman seconded the motion.
Vote: The motion passed (7-0-1) with H. Whittaker abstaining.

Motion: A. Hallman made a Motion to Reinstate T. Finlay. H. Whittaker seconded the motion.
Vote: The motion passed unanimously (8-0).

Item 4B: Consider recommendation on petition #TA22-15, a request by the Huntersville Planning Department for a text amendment to Article 7 Landscaping and Open Space to update penalties for removal/damage of required vegetation. (Kayleigh Mielenz)
K. Mielenz, Planner I presented the proposed amendment as included in the attached exhibit. Staff stated that they will be redrafting the amendment to simplify the penalty calculation. Staff indicated that the revision will be so extensive that they would recommend the Board limit discussion on this item until the new version is presented.

Item 4C: Consider a recommendation on petition #TA23-01, a request by the Huntersville Planning Department for a text amendment to Article 7, Part A: Landscaping altering the spacing and location of required street trees and providing greater flexibility for the types of supplemental residential lot trees. (Lauren Speight)
L. Speight, Senior Planner presented the proposed amendment as included in the attached exhibits.

H. Whittaker asked if the tree was placed on the homeowner's property who would be responsible for maintenance, replacement, and possible damages caused by the tree. Staff responded that currently the ordinance indicates the homeowner or homeowner's associated would be responsible as determined by that homeowner's association.

H. Whittaker asked about developer requirements for yard trees and types of trees. Staff relayed the history behind the ordinances related to yard trees, varying sizes of side paths, how tree types were considered, and how placement of trees is now being considered to reduce damages.

H. Whittaker stated he is not opposed to this. He commented on the importance of clear communication and expectations so that homeowners would fully understand their financial responsibilities.

K. Jones asked how a homeowner may be affected if an existing neighborhood is retrofitted with curb and gutter. Staff responded that a yard tree requirement would not apply and retrofit streets are typically too tight to allow for street trees.

Commissioner Munger added that this is a layered issue which includes sidewalks being adjacent to roads leading people to park on sidewalks, sidewalks being further in leads to homeowners parking in their driveway and partially blocking the sidewalk. This leads to the focus being on the correct tree installed correctly for the size of the planting strip. He added that in Vermillion, the homeowner is responsible for replacing the street tree if it dies and must get approval from the homeowner's association for which type of tree he may plant in that location.

F. Gammon commented that he does not want to add more regulation and burden on the homeowners regarding trees and there should be greater education related to the current regulations and resident requirements.

H. Whittaker commented that moving the tree up into the homeowner's property and the line fills up with roots it would become the responsibility of the homeowner which could create a serious cost.

M. Jones asked staff about how the tree is planted. Staff confirmed that the note is on the plan requiring a specific method for tree planting however this is not inspected, and trees are often found planted incorrectly.

S. Trott, Director of Engineering for Town of Huntersville commented that in addition to sewer, water, power, gas, and telecommunication lines are also typically in the planting strip. Stormwater is publicly maintained and typically also within the planting strip. Additionally street signs, regulatory signs, streetlights are also in this area that can conflict with trees. Trees located can also create a sight distance issue so the number, size, spacing are a few of many factors that go into selecting the trees.

Item 4D: Consider a recommendation on petition #TA23-02, a request by the Huntersville Planning Department for a text amendment to Article 14.2.3, Traffic Impact Analysis, Applicability to remove a reference to the Subdivision Ordinance that no longer applies to sketch plans reviews per the approved amendment TA22-05 making the major subdivision review process administrative.
L. Speight, Senior Planner presented each section of the proposed amendment.

Staff confirmed ZO Article 14.2.3 would be amended as presented with the additional strike out of "for rezoning cases."

The Board had discussion related to when an applicant would be allowed to withdraw their plans, when they can resubmit, and how this would affect the timeline.

Motion: T. Taylor made a Motion to recommend approval of TA23-02 as presented by staff. T. Finlay seconded the motion.

Vote: The motion passed unanimously (9-0).

Item 5A: Acknowledge terms of service for Tim Taylor, Thomas Finlay & Brandy Skelley
Chairman Jones thanked all exiting Board members for their service.

Item 5B: Election of Chair and Vice-Chair
Nomination: F. Gammon nominated A. Hallman as Chair. H. Whittaker seconded the nomination. There were no other nominations.
Vote: The motion passed unanimously (9-0).

Nomination: A. Hallman nominated K. Jones as Vice-Chair. H. Whittaker seconded the motion. There were no other nominations.
Vote: The motion passed (8-1) with T. Finlay opposed.

Other Business
No other business.

Adjourn
Motion: J. Kluttz made a Motion to Adjourn. H. Whittaker seconded the motion.
Vote: The motion passed unanimously (9-0).

Approved this ____ day of _____ 2023.

_____
Chairman or Vice Chairman

_____
Board Secretary

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Jack Simoneau, Planning Director

Date: April 3, 2023

Subject: Conduct Public Hearing on Downtown Master Plan

EXPLAIN REQUEST:
Conduct a public hearing to receive public comments on the 2023 Downtown Master Plan.

ACTION RECOMMENDED:
Conduct public hearing.

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. BOC Public Hearing Memo
2. 2023-02-13_TOH 2022 DMP_Final Document_01 Executive Summary_DRAFT_REV 02 with east west adjustments
3. DPCS Meeting #15 Minutes - 12-15-2022 Meeting - Draft
4. February 28, 2023 Minutes
5. Downtown Master Plan Revisions 2-27-23

MEMO

To: Huntersville Town Board
From: Jack Simoneau, Planning Director
Date: 3-27-23
Subject: Draft 2023 Huntersville Downtown Master Plan

From November 2021 until December 2022, the Downtown Plan Steering Committee conducted 15 meetings with Shook Kelly, project consultant, and town staff in preparing the 2023 Huntersville Downtown Master Plan. On December 15, 2022, the steering committee unanimously (13-0) recommended to accept the Downtown Master Plan (minutes attached). On February 27, 2023, the Huntersville Planning Board unanimously (8-0) recommended approval of the Downtown Master Plan (minutes attached).

A public hearing on the draft plan will be held on Monday, April 3, 2023. Depending on comments received at the public hearing, a possible decision on adopting the Downtown Master Plan may be scheduled for Monday, April 17, 2023, or later. Complete details on the draft plan, meeting minutes and other related documents can be found at: https://www.letsplanhuntersville.org/downtown-plan-project-details.

Planning
Post Office Box 664 • 101 Huntersville-Concord Road • Huntersville, NC 28070
phone 704.875.7000 • fax 704.875.6546 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

2022 Downtown Master Plan

DRAFT

ADOPTED
TBD 2023 - Pending

‘Accepted’ on December 15, 2022
by the Downtown Plan Steering Committee

Executive Summary

DRAFT

Acknowledgments

Downtown Plan Steering Committee (DPSC)

Voting Members	Committee Interest
Sarah McAulay, ***Chair***	Adjacent Neighborhoods
Lee Hallman, ***Vice Chair***	Adjacent Neighborhoods
Robert “Nate” Bowman	Business / Development
Gatewood Campbell	Community At-Large
Doug Ferguson	Community At-Large
Sean Flynn	Business / Development
John Foster	Business / Development
Barbara Gerhardt	
Charles Guignard	Business / Development
Janelle Harris	Adjacent Neighborhoods
Elaine Kerns	Adjacent Neighborhoods
Bob Lemon	Community At-Large
Elizabeth Rodriguez	Adjacent Neighborhoods
Cindy Trevisan	Business / Development
Jessika Tucker	Community At-Large

Ex-Officio, Non-Voting Members	Representing
Stephen Swanick	Planning Board
Kathy Jones	Ordinances Advisory Board
Diane McLaine	Greenway, Trail & Bikeway Commission
John O’Neill	Parks and Recreation Commission
April Dunn	Public Art Committee
John McClelland	Huntersville Chamber of Commerce
Mike Russell	Lake Norman Chamber of Commerce

Town of Huntersville - Staff Project Team

Project Manager:	Dave Hill, Senior Planner
Project Director:	Jack Simoneau, Planning Director
Project Coordinator:	Brian Richards, Assistant Planning Director
Project Assistant:	Tracy Barron, Executive Assistant
Engineering:	Stephen Trott, Director of Engineering
Transportation:	Heather Maloney, Senior Transportation Planner
GIS Coordination:	Francis Tucker, GIS Coordinator

Publication Date:
January 12, 2023
Revision #1: February 1, 2023
Revision #2: February 13, 2023

Project Consultant Team

Master Planning & Urban Design (Project Lead)

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Alex Borisenko, CNU-A LEED GA	Senior Associate
Henry Stepp, CTO	Partner & Principal
Larry Zinser	Partner & Principal

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Michael Holder, PE	Vice President, Transportation Services
Rick Tipton, PE, PLS	Vice President, Area Roadway Design Manager - NC
Lance Hartland, PE	Senior Traffic Engineer

Retail Market Analysis

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Robert “Bob” Gibbs, FASLA, AICP	President

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For access to additional information and documents, please visit the 2022 Downtown Master Plan Project website: letsplanhuntersville.org

letsplanhuntersville.org

Executive Summary

BACKGROUND.

Incorporated in 1873, Huntersville was a small town for more than 100 years. With the creation of Lake Norman in 1963 and the gradual spread of growth northward from Charlotte, Huntersville's population grew dramatically – from 3,000 in 1990 to more than 70,000 today. Since 1997, the Town's sphere of influence has been 63.46 square miles (currently 41.5 square miles within Town limits and 21.96 square miles within the Extraterritorial Jurisdiction (ETJ)). Huntersville is projected to grow rapidly over the next ten years and has considerable vacant land suitable for development in its residential districts. Pressure to maintain adequate public facilities and services will continue throughout the Town. Town and regional growth will significantly impact local, state, and federal transportation facilities in the near future due to several programmed and funded construction projects.

The 2006 Downtown Master Plan included a number of recommendations and implementation strategies for the development of the downtown, covering areas such as transportation, traffic circulation, parking; civic infrastructure; private development; and marketing and branding. The 2006 Downtown Master Plan was intended to guide public and private development initiatives during a 20-year timeframe and ensure the creation of a vibrant town center that will be the defining place and image for the Town of Huntersville. Although the 2006 Plan was not fully implemented and has become dated, many successful actions have led to optimism that current market interest can make significant improvements to the Downtown in the near future.

More recently, the Huntersville 2040 Community Plan and Appendix, adopted in late 2020, responded to community consensus that Downtown improvements continue to be supported and established broader policies and goals that should guide the formation of the 2022 Downtown Master Plan. In addition to key existing features and attractions, several public and private projects located in Downtown Huntersville are recently completed, currently underway, and/or planned and approved for construction, such as the Downtown Greenway – The Vine, Holbrook Street extension, future new Town Hall, and Town Center and Vermillion Village mixed-use projects. Downtown Huntersville is also significantly impacted by ongoing and future planned NCDOT-led roadway improvement projects, both in the downtown and nearby, including: Main Street, Gilead Road, Statesville Road (NC 21) and Gilead Road Intersection, and Interstate-77 Exit 23 Interchange. Furthermore, Charlotte Area Transportation System (CATS) is advancing Bus Rapid Transit (BRT) planning of its MetroRAPID BRT North Corridor with a station proposed on the current Park and Ride lot located on Statesville Road.

The emphasis of the 2022 Downtown Master Plan (the Plan and/or Project) is to develop a set of sequenced and prioritized actions needed to build on past and current improvements. The Plan is intended to communicate an updated vision of the Downtown, identify the general infrastructure needed to support the vision, and describe the actions needed to get there. Transportation is a key element in developing the type of streetscape needed to support Downtown activities and will be a determining factor in deciding how the 'public realm' will influence private development. The Plan is also intended to encourage coordination of public actions with private investment and redevelopment/reuse decisions that help to realize a robust and attractive downtown, including convincing rationale to support putting 'skin in the game'. A development strategy that also respects the integrity of neighborhoods that surround the Downtown is a topic that will require careful attention in the Plan.

The Huntersville 2040 Community Plan contains a Regulating Plan (page 73) and Concept Plan (page 81) that generally describes the comprehensive boundary area for the 2022 Downtown Master Plan. However, while the Project does include planning considerations within the comprehensive downtown boundary area, the primary study area was focused within the ¼-mile radius (or 5-minute walkable area) of the approximate center of the downtown core, located at the intersection of Gilead Road and Old Statesville Road (NC 115) (See Figure 1).

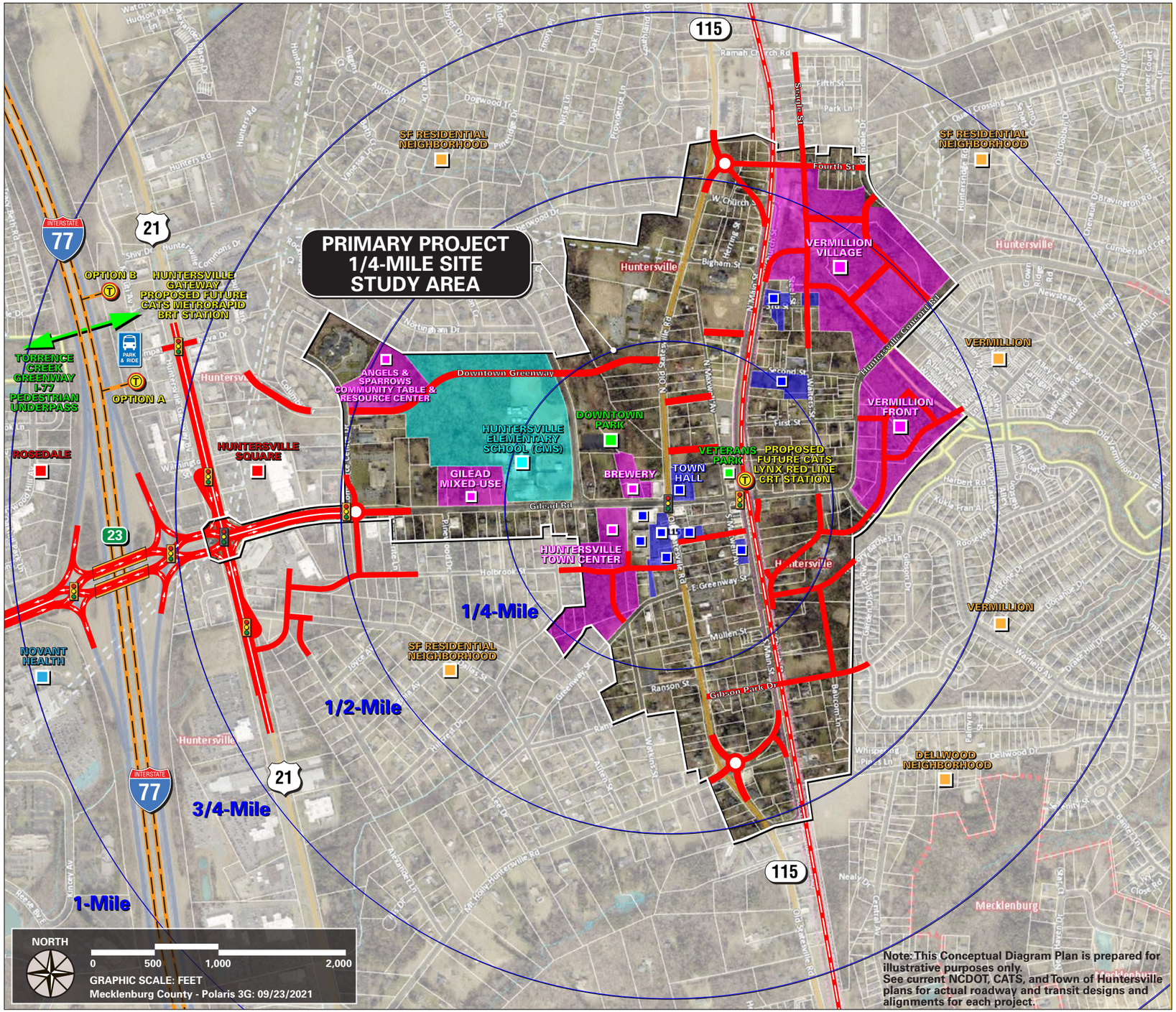

FIGURE 1: Downtown Huntersville Context and Study Area.

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FRAMEWORK PROCESS.

Overview.

Prior to commencement of the Project, a 2022 Downtown Plan Steering Committee (DPSC) was created with appointments made by the Town Board. The DPSC includes approximately 15 voting members representing the community at-large, surrounding neighborhoods, and business/property owners. Several other ex-officio members were also appointed to represent existing Town boards and commissions. The 2022 Downtown Master Plan is subject to an advisory recommendation by the DPSC, followed by an advisory recommendation by the Town's Planning Board, and presented to the Board of Commissioners for formal adoption as an official plan of the Town.

Past planning efforts in the Downtown Huntersville Study Area have been centered upon intense public engagement to define a community vision in a manner that informs policy. Accordingly, Shook Kelley and its Consultant Team utilized and referred to the 2006 Downtown Master Plan and 2040 Community Plan policies as foundational documents for advancing development of the 2022 Downtown Master Plan. Regular communication and feedback from the DPSC together with community engagement within a structured and published format was also essential throughout the planning process.

The fundamental understanding is that Huntersville needs a particular, design-based vision for the downtown core that citizens of all walks of life can understand and rally behind. The 2022 Downtown Master Plan is intended to craft a realistic vision in harmony with community core values, which identifies key catalytic projects for implementation within specific categories of:

Infrastructure (including Transportation – All Modes, General Infrastructure Systems, and Environment and Open Space),

Land Use/ Urban Design, and

Economic Development.

Together, these key catalytic projects will serve to guide and stimulate community activity and economic development in Downtown Huntersville. Once accepted, specific Town initiatives - "tools" in policy and in code - will be required coupled to incentives that are geared toward achieving specific outcomes that inures to the benefit of the public and private interests.

Importantly, the 2022 Downtown Master Plan is not intended as a blueprint or mechanism for implementation of eminent domain - government expropriation (taking) of private property for public use, with payment of compensation. Current individual property owners may or may not elect to participate at their sole discretion. Furthermore, the 2022 Downtown Master Plan depicts concepts and recommendations for a full build-out of development within the core study area, which are expected to occur incrementally over a 10-20 year timeframe. All illustrative plans and associated graphic exhibits are therefore conceptual in nature and intended only to depict potential planning concepts and patterns of development that could happen in the future.

Accordingly, 2022 Downtown Master Plan is intended to evolve with flexibility relative to existing conditions including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership and inclination, funding, and economic market demand.

2022 Downtown Master Plan - General Framework Process and Timeline.

Phase 1:Discovery. (November 2021 - March 2022)
- Preliminary Assessment.
  - Infrastructure.
  - Land Use / Urban Design.
  - Economic Development.
- Communication.
  - DPSC Meetings.
  - Town Staff Workshop.
  - Public Forum #1: *Our Essential Downtown*.

Phase 2: Organizing Principles and Alternative Futures. (March - June 2022)
- Organizing Principles.
- Alternative Futures (1-3).
- Composite Alternative Future.
- Communication.
  - DPSC Meetings.
  - Town Staff Workshop.
  - Public Forum #2: *Options for the Future*.

Phase 3: Final Strategy and Master Plan. (September - December 2022)
- Draft Master Plan.
- Final Master Plan.
- Master Development Strategy.
- Communication.
  - DPSC Meetings.
  - Town Staff Workshop.
  - Public Forum #3: *Our Plan for Getting There*.

Non-Linear Services & Supplemental Activities.
- Gilead Road Mixed-Use Project Considerations. (February 2022)
- CMS – Huntersville Elementary School Conceptual Planning. (May - June 2022)
- Traffic Analysis Report. (May - June 2022)

On December 15, 2022, the Final Master Plan, Organizing Principles and Final Strategy Outline were 'Accepted' by the 2022 Downtown Plan Steering Committee.

Phase 1: Discovery.

Overview.

Discovery commenced with an immersive process of organization, mobilization, and reconnaissance of available documents and information relative to existing and currently planned Infrastructure, Land Use / Urban Design, and Economic Development systems in the Downtown Huntersville Study Area. In addition, a Downtown Context Field Study and Photo Recordation was conducted by the Consultant Team in order to observe and document existing conditions. Together, these initial activities became the basis for a **Preliminary Assessment** as outlined below, which was produced in part by a 'layer stack' diagrammatic analysis along with annotated graphic exhibits and supporting case studies (see Appendix A).

Preliminary Assessment.

Infrastructure.
- Transportation.
  - Arterial Streets & Intersections (Gilead Rd & NC 115).
  - Downtown & Adjacent Neighborhood Streets.
  - Bicycle & Pedestrian Facilities.
  - Public Transit - CRT & BRT Station Area Plan.
  - Parking - Distribution, Supply & Demand.
- General Infrastructure Systems.
- Environment & Open Space.
  - Terrestrial Systems.
  - Public Greenways, Trails & Parks.
  - Stormwater Systems.

Land Use / Urban Design.
- Adopted Town Documents, Ordinance & Policies.
- Urban Design Guidelines.
- Existing Land Use & Development Site Typologies.
- Existing Development Form & Program – Uses and Typologies.

Economic Development.
- Existing Ownership Patterns: City-Owned & Private-Owned Assets.
- Existing Development Activity Types & Patterns: Recent & Emerging.
- Retail Market Study.

DPSC and Public Engagement - Surveys and Input.

Early in the Discovery process, members of the DPSC participated in a Topical Issues Survey to share their views and beliefs about the issues impacting the future of this study area and their expectations to come out of it (See Appendix F.1). While the results of the survey were not be attributed to any one member, they were discussed openly together during the initial DPSC meetings. This process was a very important "first step" in understanding the challenges and opportunities imbedded in these types of efforts, and in making sure that everyone understands the scope and the limitations of this study. The Topical Issues Survey covered the following categories and associated discussion points:

I. Land Use & Housing.
- Downtown Boundary & Program.
- Walkability.
- Non-Residential Land Uses.
- Housing Types.
- Neighborhood Character - Impacts and Improvements.

II. Economic Vitality.
- Economic State and Trend.
- Local Business Support.
- 10|10|10 Goals and Incentives.
- Town Role and Contributions.

III. Downtown.
- Key Attributes.
- Downtown Benchmark Places.
- 10-Year Improvements and Current Conditions.
- Quality of Life and Trends.
- Walkability and Accessibility.
- Parking.
- Historic Preservation.
- Technology Features.
- Public Events and Programming.

IV. Environment and Open Space.
- Parks and Public Open Spaces.
- Pedestrian and Bicyclist Access.

V. Infrastructure and Public Services.
- Private and Public Property Maintenance.
- Public Safety.
- Public Art.
- Traffic and Walkabilty.
- Transit Planning and Mobility.
- Utility Infrastructure.

In addition, as the Discovery process advanced, the DPSC and the general Public were invited to participate and provide input using a variety of interactive tools including

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(See Appendix F.2-F.6):

I. DPSC Homework Assignment – Place Preferences.
II. Visual Preference Survey.
III. Interactive Input Map.
IV. Supplemental Public Inputs – In-Person and Online.

Public Forum #1: ***Our Essential Downtown***.
On January 27, 2022, Public Forum #1 was conducted virtually by the Consultant Team and live-streamed in accordance with COVID-19 protocols implemented by the Town of Huntersville. Presentation exhibits were also displayed at the Huntersville Town Hall afterward for public in-person viewing, comment, and discussion with Town staff upon request. The Consultant Team explained the Master Planning Process and presented the initial findings of the Preliminary Assessment relative to Infrastructure, Land Use / Urban Design, and Economic Development along with a Downtown Context Plan, Photo Tour, and Key Existing Resources. In addition, pubic involvement and feedback was encouraged through upcoming Public Forms and DPSC Meetings, interactive tools including on-line surveys and input maps, and the Downtown Plan Project Website.

Phase 2: Organizing Principles and Alternative Futures.

Overview.
During the Phase 2 process, planning and design are but one component of determining the proper path forward. Comprehensive alternative strategies 'Alternative Futures' are created first—in how land is used; in which populations are served; in how the new place should live; what form the infrastructure will take; in how capital is to be deployed; and the phasing of development—before an attempt to create a fixed master plan.

Organizing Principles.
The first part of the Phase 2 process was the establishment of Organizing Principles that directed development of the Alternative Futures. Each of the six Organizing Principles created relates to a specific selected issue (and perhaps to more than one), and were crafted through a structured inventory and review of the collective feedback and input from both DPSC members and general public. The Organizing Principles for Downtown Huntersville are headlined and named: Mobility, Nature, Gathering, Living, Civic, and Soul – each is supported by Principle Statements, which are underpinned by Key Words extracted from the results of various surveys conducted during the Discovery process (See Figure 4).

These six Organizing Principles provided guidance and became tools by which to measure progress of the Alternative Futures and following Master Plan. They were continuously referred and used to ask questions of the DPSC members and general public to gauge their positions on the topics and suggested approaches through policy, planning, law, and public initiative.

Alternative Futures.
The second part was the development of conceptual approaches that respond to the Organizing Principles. These different concepts are called Alternative Futures, for each one represents a fundamental different approach to addresses the identified issues and therefore how the town will grow. Three Alternative Futures were developed (See Appendix B):

Alternative Future #1: 'Low Intensity'
Alternative Future #2: 'Medium Intensity'
Alternative Future #3: 'High Intensity'

The Alternative Futures include preliminary development programs; preliminary development approaches in a "bubble diagram" form showing in general terms the layout of uses and block types upon the site, key existing features, spaces to be left open/undeveloped as parks; an approach to infrastructure/roads; and an implied approach to phasing. As such, each Alternative future is about development strategy as it is master planning. Each Alternative Future is supported with a layer stack diagrams along with characteristic images depicting and annotating its specific approach to each of the six Organizing Principles (See Appendix B). Alternative Futures 1-3 were presented during a DPSC meeting and general public during Public Forum #2.

Public Forum #2: ***Our Options for the Future***.
On May 12, 2022, Public Forum #2 was conducted in-person by the Consultant Team at Huntersville Presbyterian Church. Presentation exhibits were also displayed at the Huntersville Town Hall afterward for public in-person viewing, comment, and discussion with Town staff upon request. The Consultant Team presented a brief overview of the Organizing Principles and the Alternative Futures 1-3. The participants were then invited to breakout into tableside open discussions lead by the Consultant Team and Town Staff around each Alternative Future. Afterward, the Consultant Team conducted a real-time, interactive public feedback survey with individual participants using handheld digital clickers and phones. The survey was structured to ask the audience to select which Alternative Future provides the best approach to each of the Organizing Principles, and concluded by asking to select which Alternative Future provides the best approach to a Composite Plan (See Appendix F.7). The results for best approach to a Composite Plan:

Alternate #2 'Medium Intensity': 46%
Alternate #1 'Low Intensity': 29%
Alternate #3 'High Intensity': 26%

Composite Alternative Future.
After Public Forum #2, a comparative analysis was prepared, which outlined Key Distinctions along with Advantages and Disadvantages relative to the approach of each Alternative Future 1-3 for each of the six Organizing Principles (See Appendix B). A Composite Alternative Future was then derived from the preferred Alternate #2 'Medium whereby specific and desired attributes from both Alternates #1 'Low Intensity' and # 3 'High Intensity' were carefully integrated. The Composite Alternative Future became the basis for advancing the Draft and Final Master Plan.

Phase 3: Final Strategy and Master Plan.

Overview.
During Phase 3, the Composite Alternative Future was advanced into a Draft and Final Master Plan through a structured and open planning process, which included ongoing discussion and feedback together during regular meetings with the DPSC and Public Form #3 with the general public. Planning was focused within the ¼-mile downtown core study area and organized into four quadrants defined by the crossroads of Main Street (north/south) and Gilead Road/Huntersville-Concord Road (east/west).

Final 2022 Downtown Master Plan.
Development of the Final 2022 Downtown Master Plan included a refinement of preliminary development programs and approaches in a "bubble diagram" form showing in general terms the layout of uses and block types upon the site, key existing features, spaces to be left open/undeveloped as parks; an approach to infrastructure/roads; and an implied approach to phasing (See Figures 5 and 12). The Plan is underpinned by the established six Organizing Principles and outlines key recommendations for each (See Figures 6-11). In addition, the Plan identifies potential Key Catalytic Projects for implementation within each quadrant, which are organized into categories of Economic Development – Public and Private, and Infrastructure - Transportation (All Modes) and Open Space (See Figure 13).

Conceptual Vision Plan.
A Conceptual Vision Plan was also created to demonstrate an 'expression' of potential block development patterns (build-out scenarios) based upon actual types of streets, buildings and open spaces, as well as locate and 'test fit' potential Key Catalytic Projects within the context each quadrant (See Figure 14). Key notes and considerations are also outlined to provide description of specific features and planning guidance for development each quadrant (See Figures 15-18). Furthermore, a series of annotated 3-D visualizations and vignettes were created to depict conceptual spatial enclosure (building frontage/form and site/street section) and streetscapes for various locations and conditions within each quadrant (See Appendix C).

Public Forum #3: ***Our Plan for Getting There***.
On October 20, 2022, Public Forum #3 was conducted in-person by the Consultant Team at Huntersville Presbyterian Church. The Consultant Team presented a brief overview of the Draft Master Plan and Conceptual Vision Plan. The participants were then invited to breakout into tableside open discussions lead by the Consultant Team and Town Staff around each quadrant of the Plan. Afterward, the Consultant Team conducted a real-time, interactive public feedback survey with individual participants using handheld digital clickers and phones (See Appendix F.8).

Master Development Strategy.
Following Public Forum #3, the Final Strategy for the Plan was prepared, which outlined the Key Recommendations, Development Focus Areas and Potential Key Catalytic Projects, and Implementation and Phasing Strategy (See Pages 4-6).

Non-Linear Services and Supplemental Activities.

Overview.
In support of the Project, the Consultant Team provided the following Non-Linear Services and Supplemental Activities during the Phase 1 and 2 planning process:

Gilead Road Mixed-Use Project Considerations.
In November 2021, the Gilead Road Mixed-Use Project was submitted by HFH Partners, LLC as prepared by Henson Foley for a rezoning from Neighborhood Residential (NR) to Traditional Neighborhood Development – Conditional District (TND-CD). The proposed development is situated on 3.91 acres with frontage along Gilead Road and includes 17,400 SF Commercial and 29 Townhouses. Given the location and timing of this unique project, Jay Henson with Henson Foley was agreeable to meeting together with the Town and Shook Kelley for discussion of the proposed development relative to the 2022 Downtown Master Plan. Accordingly, Shook Kelley provided an annotated and diagrammatic review of the site rezoning plan submittal including site planning and design considerations related to the Gilead Road Mixed-Use Project (See Appendix B).

CMS – Huntersville Elementary School Conceptual Planning.
On February 23, 2022, the Town met together with Dennis LaCaria, Director for Facilities Planning and Real Estate, Charlotte-Mecklenburg Schools (CMS) to discuss general planning considerations for its property (30.12 Acres) and existing Huntersville Elementary School (ES) located on the corner of Gilead Road and Sherwood Drive. Dennis explained that pending future funding availability, CMS is interested in the 'on-site replacement' including design and construction of a new Huntersville ES per its compact urban prototype facilities adjacent to the existing facility, which will be required to remain operational until the new facility is completed. A total of six Conceptual Site Plans were initially prepared by Shook Kelley to advance and evaluate considerations which maximize an integrated balance between the CMS Prototypes, the Town's Zoning Ordinance requirements, the 2008 Design Guidelines, and the current/ongoing development of Alternative Futures for the 2022 Downtown Master Plan (See Appendix B). In May 2022, CMS published its Capacity Needs Assessment 2022-2031, which listed the Huntersville ES 'on-site replacement' as 49th among a total of 125 potential projects located across the county.

Traffic Analysis.
In a separate, supplemental effort to the Project; Gannett-Fleming produced a Traffic Analysis Report, which provided traffic forecasts and capacity analysis to inform the 2022 Downtown Master Plan (See Appendix E). The objective of the study was to evaluate potential roadway and network improvement scenarios in downtown Huntersville that may be included in the Master Plan update.

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FINAL STRATEGY.

Overview.

The Final Strategy outlines the recommendations and action items relative to Infrastructure (including Transportation – All Modes, General Infrastructure Systems, and Environment and Open Space), Land Use / Urban Design, and Economic Development, which together support implementation of the Final 2022 Downtown Master Plan. It also identifies key initiatives to be advanced by the Town for addressing the policy elements that need to be adopted, amended, and/or written and adopted, all coupled to a strategy regarding how to approach development in a public/private manner. The latter is particularly true regarding those lands/buildings that the Town controls.

Final Strategy – Outline.

I. Key Recommendations and Action Items.

A. Infrastructure (including Transportation, General Infrastructure Systems, and Environment and Open Space).
B. Land Use and Urban Design.
C. Economic Development.

II. Development Focus Areas and Potential Key Catalytic Projects.

A. Economic Development (Public and Private).
B. Infrastructure Development (Transportation (All Modes) and Open Space).

III. Implementation and Phasing Strategy.

A. Potential Key Catalytic Projects.
B. Potential Key Town Initiatives.

I. Key Recommendations & Action Items:

A. Infrastructure Recommendations.

1. Transportation.

a. Existing Arterial Streets and Intersections (Gilead Rd, HWY 115/Old Statesville Road, Main Street:

• Continue collaboration with NCDOT to ensure roadway construction for its Main Street Improvement Project advances per designs with safe, multimodal access (vehicular, bicycle, and pedestrian) in accordance with adopted Town plans and policies.

• Convene with NCDOT and Norfolk Southern to share considerations and discuss feasibility for potential roadway design modifications and/or enhancements including traffic lane and circulation/turning movement patterns, sidewalk widths and streetscape amenities, and on-street parking relative to the U-5908 Main Street project (currently under construction) segment(s) located at the intersections of Huntersville-Concord Road and Church Street and the Norfolk Southern railroad crossing.

• Consider extending the 25 MPH traffic zone continuously along HWY 115/Old Statesville Road between the new roundabouts under construction at the intersections of Main Street at Fourth Street and Mt Holly-Huntersville Road.

• Convene with NCDOT to provide update on current Downtown and Subregional context along with results of traffic modeling conducted by Huntersville's jurisdictional metropolitan planning organization (MPO) (completion expected 1st Quarter 2023). Share considerations and discuss feasibility for potential roadway design criteria relative to the U-5807 Gilead Road project to ensure multimodal access (vehicular, bicycle, and, pedestrian) in accordance with adopted Town plans and policies. Note: It is understood this Project is currently advancing per the NCDOT STIP - Verify timing and opportunity to include updated designs.

• Convene with NCDOT relative to the U-5114: HWY 21/Statesville Road and Gilead Road project to share considerations and discuss feasibility for Town's desired intersection alignment (chicane toward east), design (signalized or roundabout), and extension (continuation of Commerce Center Dr to the Town's Holbrook St. Extension Project – recently completed).

• (Re)Prioritize Town's Capital Improvement Program (CIP) roadway projects and funding allocation, if possible, to support and enhance level of service per potential design alternate(s) for key NCDOT streets including: Gilead Road, Huntersville-Concord Road, Main Street, and HWY 115/Old Statesville Road.

• Enhance existing and identify and preserve potential new opportunities for north/south multimodal street (vehicular, bike, and pedestrian) intersections and connections across Gilead Road to increase mobility with pedestrian-oriented street grid and block patterns.

b. Downtown and Adjacent Neighborhood Streets.

• Update Town's Capital Improvement Program (CIP) roadway projects and funding allocation to include proposed new streets and improvements to targeted existing streets within the Downtown area.

• Inventory, catalogue, and illustrate existing street types, design cross-sections, and general conditions.

• Clarify existing street right-of-way widths along with associated ownership and maintenance responsibilities - NCDOT, Town, or Private.

• Enhance existing and identify and preserve potential new opportunities for east/west multimodal street (vehicular, bike, and pedestrian) intersections and connections between and across HWY 115/Old Statesville Road and Main Street to increase mobility with pedestrian-oriented street grid and block patterns.

• Establish ***Downtown Street Design Guidelines*** for new and pre-existing/retrofit street types.

• Explore implementation of innovative Woonerf street type within commercial and residential context.

• Develop street and sidewalk improvement strategy for pre-existing adjacent neighborhood streets to encourage lower traffic speeds and enhance pedestrian safety, walkability, and connectivity with Downtown.

• Advance evaluation of proposed new east/west street connection (a.k.a. 'East/West Connector Street') between Commerce Center Drive, and HWY 115/Old Statesville Road and Main Street per the *Downtown Transportation System Plan (2014-2015)* and the adopted *2040 Community Plan – Downtown Regulating Plan / Character and Connections Map* * – including but not limited to: potential street alignment(s), design criteria (design speed, cross-section(s) and intersections, etc.), and integration with existing land ownership and uses.

***Note:** The East/West Connector Street is currently included within these two pre-existing documents; and, therefore included within the 2022 Downtown Master Plan as a 'dashed' potential future conceptual alignment ONLY to provide future planning guidance and considerations. Accordingly, the proposed East/West Connector Street is defined with three incremental Segments A-C, which are contingent upon key items including:

Segment A - Between Old Statesville Road and Main Street.
Note: Segment A may be implemented as an independent street ~~prior to Segments B and C.~~
~~Key Contingent Items (per continuation as East/West Connector Street):~~
~~A. East/West Connector Street Segments B and C are fully funded and constructed.~~

~~B. Norfolk Southern approves railroad corridor crossing at Second Street.~~

Segment B - Between Commerce Center Drive and Sherwood Drive.
Key Contingent Items:

A. CMS approves funding for new Huntersville Elementary School.

B. Street design is integrated appropriately with new school site & building.

C. CMS conveys land to town for street right-of-way.

D. CMS provides Town right of first refusal for property fronting Gilead Road.

Segment C - Between Sherwood Drive and Old Statesville Road.
Key Contingent Items:

A. East/West Connector Street Segments A and B are fully funded and constructed.

B. Norfolk Southern approves ~~railroad corridor crossing at~~ Second Street.railroad crossing from Main Street to Church Street.

C. Street design is integrated appropriately with Holbrook Park and adjacent properties.

c. Bicycle and Pedestrian Facilities.

• Create a ***Downtown Sidewalk Improvement Plan*** to establish street-specific design guidelines for improving conditions of existing sidewalks within the Downtown core area and extending sidewalk pathways and connections to adjacent and emerging neighborhoods.

• Bridge existing gaps in pedestrian and bicycle mobility and connectivity with new and/or enhanced trails and sidewalks within and between Public Greenways and Parks, and the Downtown core.

• Identify, inventory, categorize, and valuate existing street and sidewalk conditions for potential improvement by associated ownership entity and maintenance responsibilities. Consider implementation of an on-line, interactive ***Mobility Improvement Geolocation Map & Strategy*** to pinpoint specific sidewalk damage or other impediments deterring pedestrian and bicyclist access, which can be prioritized for improvements by associated ownership and maintenance entities.

• Establish and reinforce requirements for regular maintenance and service activities relative to street access and interface with adjacent streetscapes including garbage pick-up and on-street deliveries.

d. Public Transit – Bus Rapid Transit (BRT) and Commuter Rail Transit (CRT) Station Area Plan.

• Establish a Station Area Planning (SAP) Team to help guide and provide

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proactive feedback to Charlotte Area Transit System (CATS) as they advance short, medium, and long-term planning consideration for its proposed BRT and CRT corridors.

• Prepare ***BRT*** and ***CRT Station Area Plans*** for both stations, which clearly define the SAP Key Components and functional criteria within the context of the 1/4-mile station area and greater Downtown.

• Prepare a comparative analysis for the BRT Station location Option A and Option B proposed by CATS to evaluate and share specific considerations for preference by the Town.

• Reevaluate and update the 2008 CRT Station Area Plan prepared by CATS in accordance with expected SAP Key Components and functional criteria, subject to future review by Norfolk Southern.

• Ensure current Transportation Plans (including Roadway, Bicycle, and Pedestrian Plans) accommodate and support multimodal access to the BRT and CRT Station Area.

• Increase and enhance multimodal (vehicular, bike, and pedestrian) access and safety within 1/8-mile of the BRT and CRT Station Areas.

• Evaluate existing bus stop locations and ridership in the Downtown and create a ***Bus Stop Improvement Plan***, which ensures accessibility and enhances safety and comfort. Explore opportunities for integration of public art and downtown wayfinding signage.

• Explore implementation of innovative mobility solutions such as on-demand public transit to reduce vehicle miles traveled (VMT) and provide options for first and last-mile access to the existing Huntersville Gateway Park and Ride Lot, and future BRT and CRT Stations.

• Explore short and long-term planning and funding opportunities for potential innovative transit technologies including:

- Local and county-wide autonomous electric vehicles (EVs) [cars and pods] networks and charging infrastructure per update of the 2019 NC Zero Emission Vehicle (ZEV) Plan update (tentative August 2022) lead by NCDOT and Centralina in accordance with:

  The NC Clean Transportation Plan mandated by Executive Order (EO) 246.

  National Electric Vehicle Infrastructure formula funding plan mandated by the U.S. Infrastructure Investment and Jobs Act (IIJA).

- Hyperloop high-speed transportation system connecting between Huntersville and other Lake Norman area Towns together with Charlotte.

- Air-Taxi services via small, piloted and pilot-less aircraft designed for short passenger hops in and around cities.

e. Parking - Distribution, Supply and Demand.

• Review and revisit the recommendations outlined within the Town of Huntersville *2006 Downtown Parking Study** including:

- Conduct a more detailed parking study.

- Consider street improvements to allow for more on-street parking.

- Consider establishing shared-use parking agreements.

- Consider adopting an In-Lieu Fee System to fund future public parking.

- Implement a maximum off-street parking limit.

- Allow on-street parking to count toward required parking.

- Revise the existing parking ordinance to provide additional design and quantitative guidelines for development and uses within the Downtown context.

***Note**: The *2006 Downtown Parking Study* was prepared with projected need for parking according to the 2005/2006 Master Plan and prior to the construction of the parking structure serving the Huntersville Town Center/Discovery Place Kids building.

• Create a ***Downtown Parking Plan***, which builds on the recommendations of the *2006 Downtown Parking Study* and incorporates current conditions and the 2022 Downtown Master Plan upon final adoption.

• Collaborate with existing property and business owners to evaluate existing off-street parking conditions and potential funding mechanisms for improvements including but not limited to:

- Vehicular access and circulation efficiency (automobile and service vehicles) within and between adjoining lots.

- Electric Vehicle (EV) spaces and charging infrastructure locations.

- Pedestrian safety, accessibility, and circulation within and between adjoining lots, and adjacent sidewalks and building entrances.

- Wayfinding signage – vehicular and pedestrian; which should include not only greenways, trails, and parks, but also civic building and attractions and other related items of interest to the visiting public.

- Surfacing materials, landscaping, lighting, drainage (including integration of potential stormwater strategies such as pervious pavers, bio-retention areas, and underground vaults).

• Identify location(s) and approaches for potential future public, shared parking facilities (surface and/or structured) as determined appropriate relative to site parcel and block size and geometry, street access, and demand per existing and potential future adjacent and nearby development program.

2. General Infrastructure Systems.

• Coordinate development program and intensity in conjunction with existing infrastructure capacities and/or phase in accordance with Town's CIP.

• Recognize the Water and Sewer Authority of Cabarrus County (WSACC) existing wastewater basin status and capacity limits and impact on timing and phasing of potential future development on the eastern Downtown area.

3. Environment and Open Space.

a. Terrestrial Systems.

• Conduct a comprehensive ***Arborist Tree Assessment Report*** to inventory conditions of the existing tree canopy within the Downtown area.

• Identify existing wooded areas to consider for potential preservation and use to supplement public greenway and open space systems in the Downtown area.

• Consider recalibrating tree preservation requirements, mitigation strategies, and/or provide incentives to developers for contributions to a ***Downtown Tree Fund/Bank*** set up by the Town for the planting and maintenance of trees elsewhere in the Downtown area.
• Create ***Urban Forestry Design Guidelines*** outlining sensitive approaches to the integration of new development within pre-existing wooded areas, which facilitate the preservation of a maximum number of trees.

b. Public Greenways, Trails, and Parks.

• Enhance wayfinding signage within Public Greenways and Parks, and throughout the Downtown to promote locations and activities, and encourage community and visitor access.

• Identify existing features within parks for potential future design and material enhancements including but not limited to decorative hardscapes, light fixtures, railings and fencing, furniture (benches, waste/recycle receptacles, bicycle racks, etc.), public art installations, shelters, playground equipment, etc.

• Implement Holbrook Park post-construction inspection and clean-up of internal and perimeter wooded areas and understory brush.

c. Stormwater Systems.

• Identify primary existing stormwater problem areas within the Downtown and develop potential on-site and/or upstream mitigation and improvement strategies.

• Conduct a detailed ***Downtown Stormwater Study*** to determine feasibility for a potential 'regional' stormwater approach for the Downtown area.

• Identify and encourage preservation and/or consider purchase of larger land parcels (or portions of) as stormwater capture sites for implementation of potential ***Regional Stormwater Strategy*** in harmony with the existing topography, and flow patterns and drainage basins together with existing and potential future development intensities within each quadrant of the Downtown area.

• Encourage and implement innovative and creative stormwater features within open spaces and 'Green Streets' as intentional and visually appealing amenities, which are designed, scaled, and integrated sensitively within the surrounding context – urban/developed and natural/undeveloped areas of the Downtown.

• Pending feasibility and implementation of ***Regional Stormwater Strategy*** and associated facility(s), consider potential ***Stormwater Banking and Mitigation Program*** for existing and future development in the Downtown area.

B. Land Use / Urban Design Recommendations.

1. Adopted Town Documents, Ordinance & Policies.

• Consider an update and expansion of Building and Lot Type definitions and regulations within the existing Zoning Ordinance and/or create new Types to include broader range of varieties with the Downtown area.
For example: Currently, the Apartment Building and Lot Type Regulations covers a broad range of potential building forms and configurations (one size fits all approach); which could contain at least three, however typically a much greater quantity of dwelling units depending on the lot size. Therefore, to provide guidance supporting an incremental approach to implementation of Apartment buildings in harmony with smaller lots located within the Downtown Area; consideration should be given to breakdown the Apartment Building and Lot Type into smaller

Executive Summary

categories – such as:
- Small (3-15 Dwelling Units).
- Medium (16-50 Dwelling Units).
- Large (More than 50 Dwelling Units).

• Consider review of Development Plan (By-Right and Rezoning) submittals to include evaluation of adherence to the adopted Master Plan and proposed Downtown Urban Design Guidelines document (see below).

• Development Plan submittal checklist should include requirement for provision of an Urban Context Plan, whereby the proposed project is depicted within the surrounding ¼-mile context.

• Consider additional community engagement process(s) for review of Development and Rezoning Plan submittals within the Downtown including collaborative charrettes together with town staff and department heads, adjacent neighborhoods, and other community stakeholders.

2. Urban Design Guidelines.

• The existing Urban Design Guidelines 2008 Design Guidebook provides good and broad guidance for design of development throughout the entire Town. However, a new and separate ***Downtown Urban Design Guidelines*** document should be created to provide specific guidelines focused on the design of new and existing development improvements within the Downtown area - including but not limited to building form and design (including clear definition of building heights in terms of stories and feet), open space, and streets.

• Include urban design strategies for sensitive transition and integration between Downtown and adjacent existing and emerging neighborhoods.

• Craft proposed ***Downtown Urban Design Guidelines*** to clearly describe and encourage form-based and context sensitive approach to design of new development.

• Identify, inventory, categorize, and valuate existing building and site conditions for potential retrofit improvements to encourage and enhance compliance with proposed Downtown Urban Design Guidelines.

3. Existing Land Use and Development Site Typologies, Form, and Program.

• Define and reinforce appropriate pattern(s) and hierarchy of development and open space in the Downtown (Tier 1 and Tier 2) with intentional building frontages and complimentary building sizes to frame streets and open spaces which transition sensitively between adjacent neighborhoods.

• Follow and enforce proposed ***Downtown Urban Design Guidelines*** to encourage form-based and context sensitive approach to design of new development.

• Update and expand the Building and Lot Type definitions and design criteria established within the current Zoning Ordinance and/or consider the formation and inclusion of new Types.

• Consider establishing a ***Downtown Overlay District***, with clear boundaries and regulations and/or guidelines in support of the adopted Master Plan.

C. Economic Development Recommendations.

1. Existing Ownership Patterns: Town-Owned & Private-Owned Assets.

• Identify underutilized private properties (or portions of) and engage owner(s) to consider opportunities including Access and/or Parking Agreements, Land Swaps, Purchase, or Public Private Partnerships (P3).

• Inventory existing Town-Owned properties and establish/reevaluate strategic planning for future sale, swap, use, and/or potential additions per aggregation with acquisition of adjacent parcels.

• Recognize and plan for a phased approach to potential future development based on the realities of existing land ownership patterns and associated parcel sizes, geometries, and street frontage.

2. Existing Development Activity Types and Patterns: Recent, Emerging & Future.

• Engage and encourage collaboration with developers and landowners to share and coordinate recent, emerging, and potential future development concepts and/or intensions per short, medium, and long-term planning horizons.

• Facilitate potential joint-development approaches with multiple developers and landowners.

• Encourage incremental, smaller scale, infill development congruent with existing land ownership, and parcel sizes and geometries.

• Encourage implementation of shared parking and/or joint access agreements.

3. Business and Community Development: Support and Leadership.

• Establish and reinforce ***Best Practices Criteria*** to elevate design quality of existing and new development to enhance commercial viability and success.

• Establish mechanism(s) for management of existing and new commercial activity such as a ***Main Street Program*** or ***Business Improvement District (BID)***.

• Identify, inventory, categorize, and valuate existing building and site conditions for potential improvement.

• Provide intentional and active marketing and recruitment for local and new business development in the Downtown.

II. Development Focus Areas and Potential Key Catalytic Projects.

Overview.

The Plan identifies a range of key catalytic projects intended to stimulate community activity and economic development, and advance/provide essential infrastructure improvements in Downtown Huntersville. Potential projects are focused within each quadrant to support existing downtown blocks and neighborhoods, and to leverage or encourage recent, emerging, and/or currently planned projects, as well as catalyze new development programs and activities. The Projects are organized into categories of Economic Development – Public and Private, and Infrastructure - Transportation (All Modes) and Open Space.

A. Economic Development.

1. Public:
   a. Town Center Parcel.
   b. Town Hall (New) & Civic Parking Structure.
   c. Town Hall (Existing).
   d. Main Street Town Parcel.
   e. Cultural / Performing Arts Center.
   f. CMS Huntersville Elementary School.
2. Private:
   a. Main Street Mixed-Use Block.
   b. American Legion Site & Building.
   c. Huntersville-Concord Rd & N Church St Corner Mixed-Use Block.
   d. 100 Ranson Street Site & Building.
   e. White Hill Senior Apartments.
   f. Hunter Village Assisted Living.

B. Infrastructure Development.

1. Transportation (All Modes):
   a. NCDOT Gilead Road Project.
   b. Maxwell Avenue Woonerf (Shared Street).
   c. Walters Street & S Church Street – Improvement & Extension.
   d. Holbrook Street Extension.
   e. Gibson Park Drive - Improvement.
   f. Huntersville-Concord Road – Street Curve Improvement.
   g. Huntersville-Concord Road & Second Street - Intersection Improvement.
   h. The Seam Trail & Church Street – Co-Location & Improvement.
   i. East/West Connector Street.
2. Open Space:
   a. Huntersville Town Square.
   b. Holbrook Park Extension.
   c. Gilead Road Neighborhood Park.
   d. Magla Mills (Walters Street) Neighborhood Park.
   e. S Church Street Greenway Park.
   f. Gibson Park.
   g. Regional Stormwater Facilities.

III. Implementation and Phasing Strategy.

Overview.

The 2022 Downtown Master Plan and associated potential Key Catalytic Projects represent a combination of near, medium, and long term improvements and opportunities, for which implementation and phasing will depend on number of variables including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership and inclination, funding, and economic market demand. Furthermore, it is expected several Key Town Initiatives must be concurrently advanced and/or prepared to support implementation of the various and specific components of the Plan.

A. Potential Key Catalytic Projects.

A Preliminary Implementation and Phasing Timeline lists and graphs the potential Key Catalytic Projects over 5, 10 and 15-year timeframes (See Figure 2). This graph is intended as a simple 'working' diagram and tool for use by the Town in order to track, prioritize, and calibrate project timing based on applicable variables mentioned above.

Public Economic Development Projects such as the Town Hall Parcel, the Town Hall and Civic Parking Structure, and Main Street Town Parcel are prime candidates for potential near and medium term implementation through public private partnership (P3) development structures. Infrastructure projects such as street improvements and/or new streets, trails, and greenways or large parks are typically phased for design and construction depending on scale and scope along with available funding, which may be sought and potentially obtained through applicable local, state, and federal programs. Evaluation and (re)prioritization of these projects must continue in a manner that is guided by the Plan. Long term projects include those which may require diligent outreach and patient discussions together with existing owners over time to gauge interest and inclination toward future participation in the Plan.

B. Potential Key Town Initiatives.

A Preliminary Preparation and Implementation Timeline lists and graphs the potential Key Town Initiatives relative to Infrastructure, Land Use / Urban Design, and Economic Development over a 5-year timeframe (See Figure 3). This graph is intended as a simple 'working' diagram and tool for use by the Town in order to track, prioritize, and calibrate timing of each initiative in accordance with department staffing and budget support together with outreach and collaboration with downtown businesses and neighborhoods.

Executive Summary

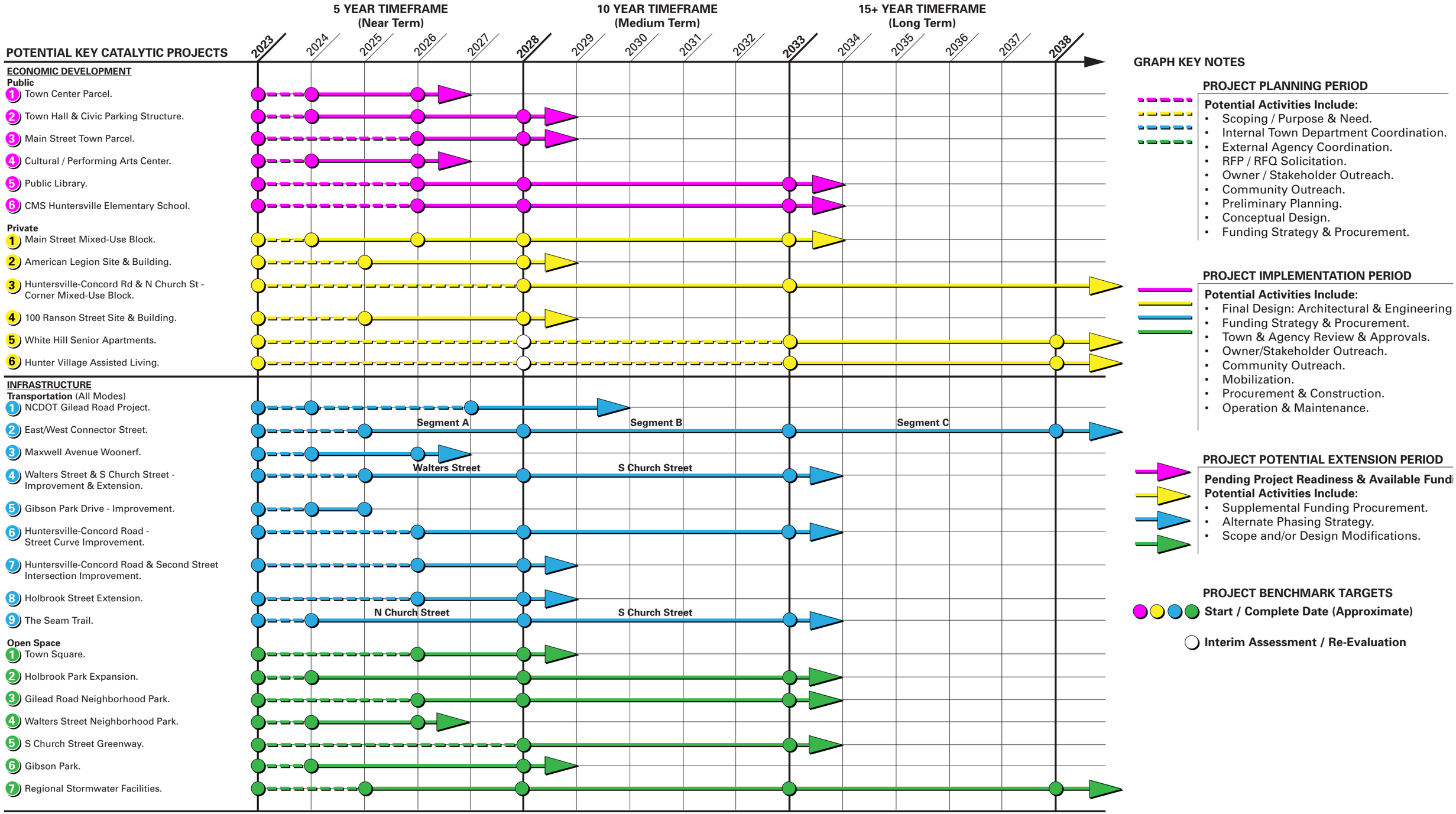
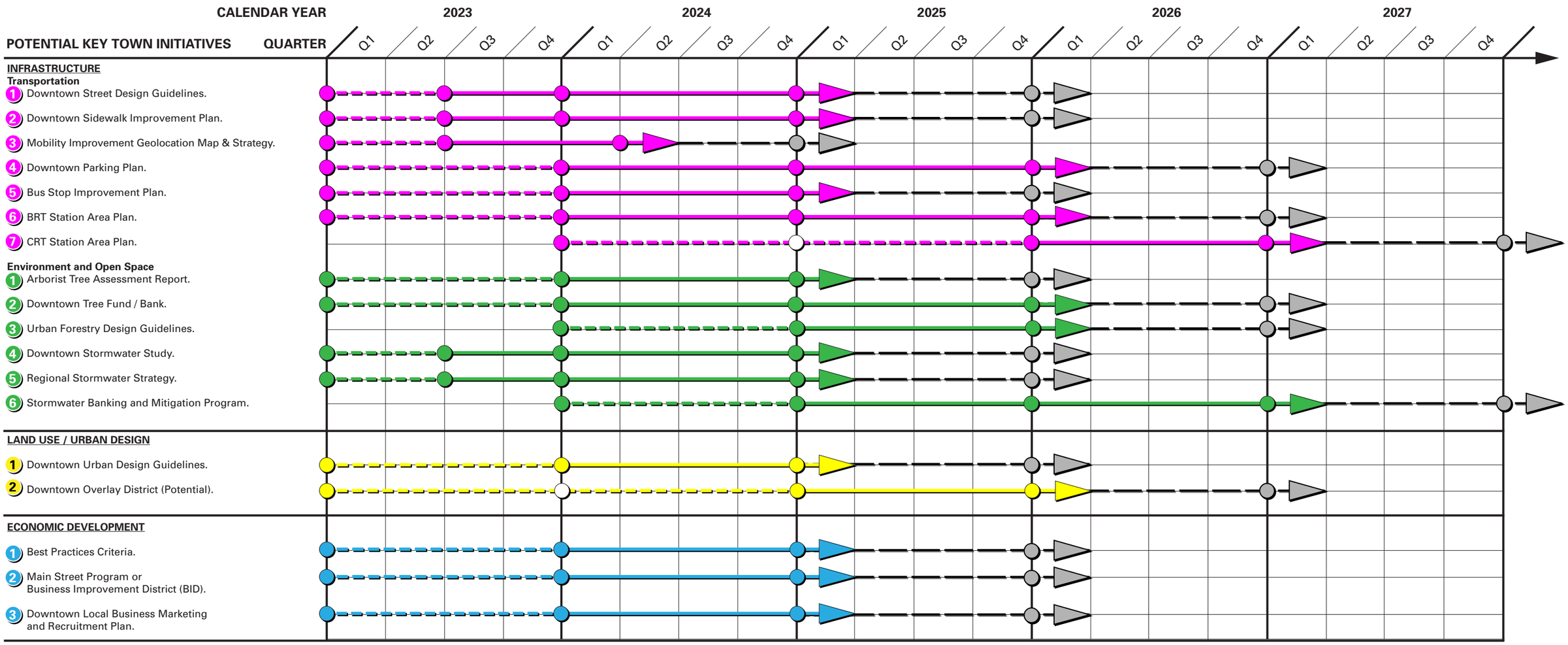


FIGURE 2: Potential Key Catalytic Projects: Preliminary Implementation and Phasing Timeline.

Executive Summary



GRAPH KEY NOTES

INITIATIVE PREPARATION PERIOD

Potential Activities Include:
- Scoping / Purpose & Need.
- Internal Town Department Coordination.
- External Agency Coordination.
- RFP / RFQ Solicitation (If Outsourced).
- Owner / Stakeholder Outreach.
- Community Outreach.
- Funding Strategy & Procurement.

INITIATIVE IMPLEMENTATION PERIOD

Potential Activities Include:
- Document(s) Production.
- Owner / Stakeholder Outreach.
- Community Outreach.
- Approvals & Adoption.
- Funding Strategy & Procurement.
- Final Document(s) Roll-Out/Launch.

INITIATIVE POTENTIAL EXTENSION PERIOD

Pending Project Readiness & Available Funding, Potential Activities Include:
- Supplemental Funding Procurement.
- Alternate Phasing and/or Implementation Strategy
- Scope Modifications.

INITIATIVE ASSESSMENT PERIOD

Annual Initiative Assessment & Reporting, Potential Activities Include:
- Supplemental Funding Procurement.
- Alternate Phasing and/or Implementation Strategy.
- Scope Modifications & Amendments.
- Report Preparations & Publications.

INITIATIVE BENCHMARK TARGETS

Start / Complete Date (Approximate)

Interim Assessment / Re-Evaluation

Annual Assessment / Re-Evaluation

FIGURE 3: Potential Key Town Initiatives: Preliminary Preparation and Implementation Timeline.

Organizing Principles

MOBILITY

• Treat the car as Guest on all streets.

• Create an optimal pedestrian environment—along all streets and within nature.

• Plan for automobile circulation with a street network approach vs. the current dendritic (branched, tree-like form) and disconnected pattern.

• Advance Transit planning….for now and for whatever future may unfold.

• Seek on-street parking solutions in policy, design and in law.

KEY WORDS:

- GREENWAYS AS MOBILITY FOR PEDESTRIANS AND BIKES, MORE GREENWAYS
- CONNECT GREENWAYS TO DOWNTOWN
- STREET DESIGN TO MATCH DOWNTOWN ENVIRONMENT
- SAFER, WIDER SIDEWALKS
- CONNECT NEIGHBORHOODS
- MAKE DOWNTOWN MORE WALKABLE AND BIKEABLE
- CREATE ROAD CONNECTIONS, EXTEND ROADS
- WOONERF ALONG MAXWELL
- BAN LARGE TRUCKS
- SAFER PEDESTRIAN STREET CROSSINGS
- REDESIGN GILEAD RD
- BETTER TRAFFIC FLOW
- SAFE RAIL ROAD CROSSING FOR PEDESTRIANS
- PARKING IMPROVEMENTS
- ON-STREET PARKING ON MAIN STREET
- MORE ON-STREET PARKING
- SCHOOL TRAFFIC
- SPEED TABLES
- ACQUIRE ROW TO IMPROVE STREETS
- RAIL AND BUS RAPID TRANSIT ARE THE FUTURE
- ROUNDABOUTS AS GATEWAYS TO DOWNTOWN
- ENHANCEMENT OF NORFOLK SOUTHERN RAILROAD CORRIDOR
- ADDRESS BLIND CORNERS

NATURE

• Integrate a variety of natural parks and public greens into the passive and active recreation and events of everyday urban life.

• Plant and protect street trees, which enhance beautification and pedestrian walkability, and help to calm traffic.

• Preserve and protect the existing tree canopy with a sensitive balance of new development within significant wooded areas.

• As a Lake Adjacent town situated along the ridge-line of two watershed basins, seek creative water solutions that are environmentally based while enhancing urban life.

KEY WORDS:

- PROTECT TREE CANOPY
- PLANT HEARTY, FAST GROWING STREET TREES
- CREATE MORE GREENWAYS AND TRAILS, GREENWAY ADDITION IS FABULOUS, MAKE GREENWAYS A PRIORITY
- CREATE MORE OUTDOOR SPACES
- VETERANS PARK IS LOVED
- SMALLER URBAN PARKS
- STORM WATER TO INCLUDE "WET" POND AND WATER GARDENS AS COMMUNITY ASSET
- MULTI-USE GREEN SPACES
- NATIVE PLANTS
- PLAYGROUNDS
- SPLASH PADS
- POCKET PARKS
- PRESERVE OPEN SPACE/MAKE INTO PARKS
- BETTER LANDSCAPING IN DOWNTOWN
- RETAIN EXISTING FORESTED AREAS FOR WILDLIFE
- OUTDOOR SEATING
- BUILDINGS AS ENCLOSURE FOR PUBLIC SPACE
- ENHANCE BEAUTY OF THE NEIGHBORHOODS

GATHERING

• Encourage uses that support, facilitate and celebrate a walking environment.

• Promote a balance of food and beverage venues and those stores that support town life and that appeal to visitors.

• Provide for office uses in step with Post-COVID expectations of Live/Work/Play.

• Establish a downtown that supports and encourages the creation of rituals—from 1 person to a 1,000 people.

KEY WORDS:

- ART AND CULTURE VENUES NEEDED
- VETERANS PARK IS ASSET
- OUTDOOR ENTERTAINMENT COURTYARD
- CREATE DESTINATIONS TO WALK TO
- COORDINATED FESTIVALS AND ACTIVITIES
- DEVELOPMENT THAT BRINGS THE COMMUNITY TOGETHER
- RESTAURANTS AND BREWERIES ARE NEEDED
- ENGAGING GROUND FLOOR RETAIL AND DESTINATION AREAS

LIVING

• Include housing options for all—in socio-economic status, family type, and ownership structure.

• Be respectful of existing neighborhoods.

• Develop with a scale and intensity in proportion to other uses.

KEY WORDS:

- GROCERY STORE
- AFFORDABLE HOUSING
- LIVE/WORK TOWNHOMES
- MIXED USE HOUSING FROM HIGH DENSITY TO LOW
- POTTSTOWN AS PART OF DOWNTOWN
- THOUGHTFUL PLANNING AND DESIGN OF RESIDENTIAL BUILDINGS

CIVIC

• Provide a place for all institutions of government, faith and the non-profit sector.

• Welcome and manage an institutional responsibility to be a good neighbor, supporting and adding to the life of the street.

• Strive toward being the example for the change the community wants to see.

KEY WORDS:

- EXPAND EXISTING TOWN HALL OR NEXT TO DISCOVERY PLACE KIDS
- SAVE OLD JAIL AT ALL COSTS - OLDEST MUNICIPAL BUILDING
- NEED MORE CIVIC USES
- "CIVIC PLAZA"
- DISCOVERY PLACE KIDS IS BIG ASSET
- GET GOVERNMENT OFF CORNER LOTS IN DOWNTOWN
- EXISTING ELEMENTARY SCHOOL SITE AS OPPORTUNITY FOR CIVIC/REDEVELOPMENT
- MIXED-USE CIVIC BUILDINGS
- CEMETERY

SOUL

• Reflect a natural and moderated evolution and integration of a small rural town into a 21st Century metropolitan region.

• Build at a scale, at a rhythm, and according to patterns that respect historical precedent.

• Bend the arc of change more toward supporting small town livability and less toward simply accommodating typical market-based development products.

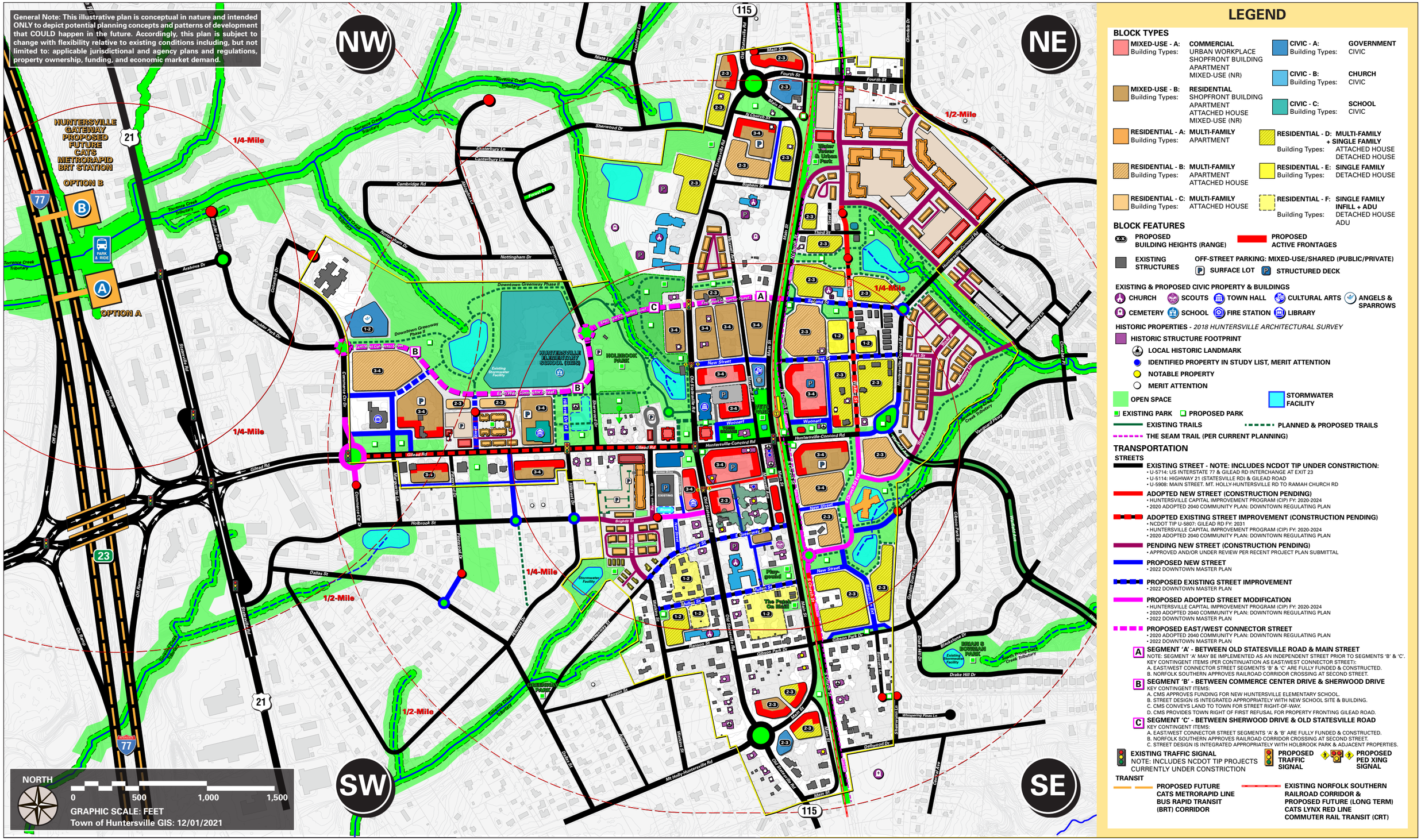
• Recognize that balance in all things is the hallmark of great small towns: They are more than the sum of their parts.

• Strive for the "X" Factor: An experience lived that becomes your identity.

KEY WORDS:

- MORE SMALL/LOCAL BUSINESSES - SUPPORT AND PRESERVATION
- MAIN STREET BUILDINGS HAVE GOOD BONES
- CHURCHES ARE BACKBONE/ASSET
- WATER TOWER CAN BE LANDMARK
- PRESERVE HISTORIC BUILDINGS
- REVITALIZE HISTORIC LANDMARKS
- CREATE ARTS DISTRICT
- FARMERS MARKET
- IMPROVE OR REDEVELOP PROPERTIES
- DESIGN CODE
- BUILDING FACADES REDESIGN
- A GENERAL STORE
- LOCALLY EXPRESSIVE, INTENTIONAL, AND WELL-MAINTAINED APPROACH TO STREETSCAPE
- MIX OF OLD AND NEW BUILDINGS
- OUTDOOR DINING AREAS
- PROGRAMMED GATHERING AREAS
- OUTDOOR MERCHANDIZING
- ART INSTALLATIONS AND DECORATIVE LANDSCAPING
- COORDINATION OF BUILDING
- NEAT AND ECLECTIC DOWNTOWN
- FORMATION OF A HUNTERSVILLE DOWNTOWN BUSINESS ASSOCIATION IS VERY IMPORTANT

FIGURE 4: Organizing Principles.



LEGEND

BLOCK TYPES

- **MIXED-USE - A:** Building Types: COMMERCIAL, URBAN WORKPLACE, SHOPFRONT BUILDING, APARTMENT, MIXED-USE (NR)
- **MIXED-USE - B:** Building Types: RESIDENTIAL, SHOPFRONT BUILDING, APARTMENT, ATTACHED HOUSE, MIXED-USE (NR)
- **RESIDENTIAL - A:** Building Types: MULTI-FAMILY, APARTMENT
- **RESIDENTIAL - B:** Building Types: MULTI-FAMILY, APARTMENT, ATTACHED HOUSE
- **RESIDENTIAL - C:** Building Types: MULTI-FAMILY, ATTACHED HOUSE
- **CIVIC - A:** Building Types: GOVERNMENT, CIVIC
- **CIVIC - B:** Building Types: CHURCH, CIVIC
- **CIVIC - C:** Building Types: SCHOOL, CIVIC
- **RESIDENTIAL - D:** Building Types: MULTI-FAMILY + SINGLE FAMILY, ATTACHED HOUSE, DETACHED HOUSE
- **RESIDENTIAL - E:** Building Types: SINGLE FAMILY, DETACHED HOUSE
- **RESIDENTIAL - F:** Building Types: SINGLE FAMILY INFILL + ADU, DETACHED HOUSE, ADU

BLOCK FEATURES

- XX PROPOSED BUILDING HEIGHTS (RANGE)
- PROPOSED ACTIVE FRONTAGES
- EXISTING STRUCTURES
- OFF-STREET PARKING: MIXED-USE/SHARED (PUBLIC/PRIVATE)
- P SURFACE LOT
- P STRUCTURED DECK

EXISTING & PROPOSED CIVIC PROPERTY & BUILDINGS

CHURCH · SCOUTS · TOWN HALL · CULTURAL ARTS · ANGELS & SPARROWS · CEMETERY · SCHOOL · FIRE STATION · LIBRARY

HISTORIC PROPERTIES - *2018 HUNTERSVILLE ARCHITECTURAL SURVEY*

- HISTORIC STRUCTURE FOOTPRINT
- LOCAL HISTORIC LANDMARK
- IDENTIFIED PROPERTY IN STUDY LIST, MERIT ATTENTION
- NOTABLE PROPERTY
- MERIT ATTENTION

OPEN SPACE

- STORMWATER FACILITY
- EXISTING PARK
- PROPOSED PARK
- EXISTING TRAILS
- PLANNED & PROPOSED TRAILS
- THE SEAM TRAIL (PER CURRENT PLANNING)

TRANSPORTATION

STREETS

- **EXISTING STREET - NOTE: INCLUDES NCDOT TIP UNDER CONSTRICTION:**
  - U-5714: US INTERSTATE 77 & GILEAD RD INTERCHANGE AT EXIT 23
  - U-5114: HIGHWAY 21 (STATESVILLE RD) & GILEAD ROAD
  - U-5908: MAIN STREET, MT. HOLLY-HUNTERSVILLE RD TO RAMAH CHURCH RD
- **ADOPTED NEW STREET (CONSTRUCTION PENDING)**
  - HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
- **ADOPTED EXISTING STREET IMPROVEMENT (CONSTRUCTION PENDING)**
  - NCDOT TIP U-5807: GILEAD RD FY: 2031
  - HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
- **PENDING NEW STREET (CONSTRUCTION PENDING)**
  - APPROVED AND/OR UNDER REVIEW PER RECENT PROJECT PLAN SUBMITTAL
- **PROPOSED NEW STREET**
  - 2022 DOWNTOWN MASTER PLAN
- **PROPOSED EXISTING STREET IMPROVEMENT**
  - 2022 DOWNTOWN MASTER PLAN
- **PROPOSED ADOPTED STREET MODIFICATION**
  - HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
  - 2022 DOWNTOWN MASTER PLAN
- **PROPOSED EAST/WEST CONNECTOR STREET**
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
  - 2022 DOWNTOWN MASTER PLAN
- **A SEGMENT 'A' - BETWEEN OLD STATESVILLE ROAD & MAIN STREET**
  NOTE: SEGMENT 'A' MAY BE IMPLEMENTED AS AN INDEPENDENT STREET PRIOR TO SEGMENTS 'B' & 'C'.
  KEY CONTINGENT ITEMS (PER CONTINUATION AS EAST/WEST CONNECTOR STREET):
  A. EAST/WEST CONNECTOR STREET SEGMENTS 'B' & 'C' ARE FULLY FUNDED & CONSTRUCTED.
  B. NORFOLK SOUTHERN APPROVES RAILROAD CORRIDOR CROSSING AT SECOND STREET.
- **B SEGMENT 'B' - BETWEEN COMMERCE CENTER DRIVE & SHERWOOD DRIVE**
  KEY CONTINGENT ITEMS:
  A. CMS APPROVES FUNDING FOR NEW HUNTERSVILLE ELEMENTARY SCHOOL.
  B. STREET DESIGN IS INTEGRATED APPROPRIATELY WITH NEW SCHOOL SITE & BUILDING.
  C. CMS CONVEYS LAND TO TOWN FOR STREET RIGHT-OF-WAY.
  D. CMS PROVIDES TOWN RIGHT OF FIRST REFUSAL FOR PROPERTY FRONTING GILEAD ROAD.
- **C SEGMENT 'C' - BETWEEN SHERWOOD DRIVE & OLD STATESVILLE ROAD**
  KEY CONTINGENT ITEMS:
  A. EAST/WEST CONNECTOR STREET SEGMENTS 'A' & 'B' ARE FULLY FUNDED & CONSTRUCTED.
  B. NORFOLK SOUTHERN APPROVES RAILROAD CORRIDOR CROSSING AT SECOND STREET.
  C. STREET DESIGN IS INTEGRATED APPROPRIATELY WITH HOLBROOK PARK & ADJACENT PROPERTIES.
- EXISTING TRAFFIC SIGNAL
  NOTE: INCLUDES NCDOT TIP PROJECTS CURRENTLY UNDER CONSTRICTION
- PROPOSED TRAFFIC SIGNAL
- PROPOSED PED XING SIGNAL

TRANSIT

- PROPOSED FUTURE CATS METRORAPID LINE BUS RAPID TRANSIT (BRT) CORRIDOR
- EXISTING NORFOLK SOUTHERN RAILROAD CORRIDOR & PROPOSED FUTURE (LONG TERM) CATS LYNX RED LINE COMMUTER RAIL TRANSIT (CRT)

FIGURE 5: 2022 Downtown Master Plan.

General Note: This illustrative plan is conceptual in nature and intended ONLY to depict potential planning concepts and patterns of development that COULD happen in the future. Accordingly, this plan is subject to change with flexibility relative to existing conditions including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership, funding, and economic market demand.

NW

NE

SW

SE

HUNTERSVILLE GATEWAY PROPOSED FUTURE CATS METRORAPID BRT STATION

1/4-Mile

1/4-Mile

NORTH

0 500 1,000 1,500

GRAPHIC SCALE: FEET

Town of Huntersville GIS: 12/01/2021

Mobility
Key Recomendations

1. Gilead Rd is not widened and is designed as a Multimodal street and includes on-street parking.
2. Walters Street is improved with 'Green Street' design features & extended to provide enhanced North/South Access.
3. S Church Street Extension per Town CIP is proposed to align with existing Circle Dr.
4. Main St Improvement Project is potentially modified in the future from a Two-Way to One-Way Pair traffic pattern to facilitate additional On-Street Parking.
5. Street Network, Connectivity and Block Sizes are improved with a range of New Streets & Types with streetscape designed with wide sidewalks and furnishings, and landscaped with street trees and plantings.
6. Street Access Across the Norfolk Southern Railroad Corridor remain and are improved at Three Locations: Fourth St, Huntersville-Concord Rd, and Gibson Park Dr.
7. Advance the Downtown Greenway - Phase II and The Seam Trail, and expand trail network within each quadrant.
8. Mid-Block Pedestrian Crossings are implemented at key locations along Old Statesville Rd.

Huntersville-Concord Road Improvements include:

- 9A Street Curve at Warfield Ave: designed as an 'Expanded' Roundabout & Gateway Park.
- 9B Second Street Intersection: design with Roundabout.

10. Implement Street Improvements along Church St including Woonerf (shared street) & Green Street design features.
11. Extend Baucom Lane as a new street across Gibson Park Dr to increase connectivity with Pottstown Neighborhood.
12. The proposed East/West Connector Street is defined with three incremental Segments A-C, which are contingent upon key items including:
    - 12A Segment A: Independent Street (w/o RR Xing) ~~Continuation Contingent on NS Approval of RR Xing + Completion of Segments B & C.~~
    - 12B Segment B: CMS Funding for New HES, Conveyance of Street R/W, and ROFR for Property Fronting Gilead Rd.
    - 12C Segment C: Segment A & B Completion, Street Design Integration with Holbrook Park & Adjacent Properties, & Norfolk Southern approval for a Railroad Corridor crossing at Second St.
13. Transit Planning includes ALL CATS North Corridor Recommendations:
    - 13A Near Term: Future Bus Rapid Transit (BRT).
    - 13B Long Term: Future Commuter Rail Transit (CRT).

FIGURE 6: 2022 Downtown Master Plan - Organizing Principle: **Mobility**.

General Note: This illustrative plan is conceptual in nature and intended ONLY to depict potential planning concepts and patterns of development that COULD happen in the future. Accordingly, this plan is subject to change with flexibility relative to existing conditions including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership, funding, and economic market demand.

NW

NE

SW

SE

HUNTERSVILLE GATEWAY PROPOSED FUTURE CATS METRORAPID BRT STATION

1/4-Mile

1/4-Mile

NORTH

0 500 1,000 1,500

GRAPHIC SCALE: FEET

Town of Huntersville GIS: 12/01/2021

Nature
Key Recomendations

1. Streams are Maximally preserved and protected as the primary natural water cycle corridors flowing from Downtown into and within the surrounding watershed basin areas:
   A. Catawba River (Torrence Creek).
   B. Yadkin-Pee-Dee River (S Prong Clarke Creek).

2. A Regional Stormwater Strategy is evaluated to provide additional capacity and management within Downtown, designed and amenitized as landscape features within existing and proposed greenways.

3. Significant tree canopy areas are inventoried, selectively preserved and protected with future new development.

4. Pursue expansion of Holbrook Park with potential land acquisition and/or conservation easement strategies and incentives with adjacent property owners.

5. Greenway connections are established at intentional locations along existing/planned Trails and Streets.

6. A new Town Square central park is established with connected public open spaces linking with the Downtown Greenway.

7. Preserve an area of land adjacent to the Huntersville Town Center hardscape plaza for an intentional softscape/landscape design to compliment existing and future building street level programming.

8. A new East Gateway Park is created with the proposed Huntersville-Concord Road Street Curve improvement at Warfield Ave - designed as an 'Expanded' Roundabout, which is aligned to maximize preservation of existing adjacent specimen tree canopy.

9. Create a Linear Greenway Park (tree preservation area) parallel to the S Church St Extension project.

10. A new Neighborhood Park with frontage along Gilead Rd is created with CMS site design for its future New Huntersville Elementary School and designed as an extension of Holbrook Park.

11. A new Magla Mills Neighborhood Park is created at the corner of Walters St & Second St and designed to maximize preservation of existing tree canopy.

12. A new North Gateway Park is created between the roundabout, Old Statesville Rd, Main St, and N Church St.

13. A street tree implementation program is established along primary streets.

FIGURE 7: 2022 Downtown Master Plan - Organizing Principle: **Nature**.

General Note: This illustrative plan is conceptual in nature and intended ONLY to depict potential planning concepts and patterns of development that COULD happen in the future. Accordingly, this plan is subject to change with flexibility relative to existing conditions including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership, funding, and economic market demand.

NW

NE

SW

SE

HUNTERSVILLE GATEWAY PROPOSED FUTURE CATS METRORAPID BRT STATION

PARK & RIDE

1/4-Mile

1/4-Mile

NORTH

0 500 1,000 1,500

GRAPHIC SCALE: FEET

Town of Huntersville GIS: 12/01/2021

Gathering
Key Recomendations

1. A layered approach to the Primary Gathering Area is defined whereby:

   Area A. The Downtown Core micro-district encompasses a few blocks, crosses the NS Railroad Corridor, and is focused around:
   - The existing Main St. Commercial Block.
   - Town Hall.
   - Veterans Park.
   - Discovery Place Kids.
   - Entrance to Holbrook Park & The Vine.
   - Proposed Town Square.

   Area B. The Primary Gathering Area is expanded as the approximate 1/4-Mile walkable district to encompass several blocks on both sides of NS Railroad Corridor, and extend along Gilead Rd between the West Gateway and Downtown Core.

2. New Commercial Development is limited to feasible locations within the Primary Gathering Area.

   Note: This does mean that the entire Primary Gathering Area (A or B) would or should contain Commercial Development.

3. Secondary Gathering Areas are focused around the North, South, East and West Downtown Gateways.

4. New Commercial Development is limited to locations within the Secondary Gathering Areas defined in each Downtown Gateway.

   General Note: Opportunities for convening outdoor activities and events (Post-COVID) within unique gathering areas should be provided including, but not limited to elevated parking decks, roof tops, and open air adaptive structures and venues.

FIGURE 8: 2022 Downtown Master Plan - Organizing Principle: **Gathering**.

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Living
Key Recomendations

1. Existing Neighborhoods located adjacent to Downtown are respected in strict accordance with current zoning designations.

2. Magla Mills Neighborhood and existing homes are respected and embraced with sensitive improvement of Walters St together with potential future incremental infill residential in harmony with existing ownership patterns and scaled appropriately to compliment existing homes.

3. Pottstown Neighborhood is respected and embraced with enhanced connection to Downtown along Dellwood Drive, South Church Street, The Seam Trail, and proposed new street and extension of Baucom Lane.

4. Potential New Residential Development areas (in addition to currently approved Projects) are defined by focused redevelopment areas supported by existing and potential future ownership patterns and improvements to infrastructure capacity, and balanced with pre-existing vacant and/or under-developed land areas.

5. Explore opportunities for Potential New Infill Residential Development with unique building types including Cottage Houses and Accessory Dwelling Units (ADU)s located within existing Downtown neighborhood blocks.

6. A range of Mixed-Use Multifamily and Attached housing types are encouraged within the Downtown Core as defined by the Primary Gathering Area A.

General Note: A range of housing options (market rate and affordable opportunities) and building types are encouraged within Downtown as permitted by existing Zoning regulations; along with potential amendments, which may enhance existing and/or define new building and lot types, and associated form-based regulations (such as building height and setbacks) and transit-based regulations (such as parking ratios).

FIGURE 9: 2022 Downtown Master Plan - Organizing Principle: **Living**.

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Civic
Key Recomendations

1. The existing Huntersville Town Hall building is preserved (for potential new civic use or sold for adaptive re-use TBD), and a new Town Hall is constructed on the adjacent site with frontage along Old Statesville Rd to accommodate current and future government space needs. An adjacent surface parking lot is configured to accommodate a future parking structure (up to 4 levels).

2. Options for locating the Huntersville Arts & Cultural Center include:
   - **A.** Renovation or reconstruction in place on the current site located with frontage along Old Stateville Rd.
     Note: It is understood the site and building must remain a Civic Use or the property reverts to Mecklenburg County Library.
   - **B.** A New facility is designed and constructed to anchor Veterans Park.
   - **C.** A new facility is designed and constructed on a portion of the Town's property adjacent the Town Center - DKP, OR as part of a potential mixed-use development.
   - **D.** Relocation to the existing Town Hall building, OR designed as a new building anchoring the new Town Square.

3. Options for locating a potential new Public Library include:
   - **A.** Adaptive Re-use of a portion of the existing CMS Huntersville Elementary School building.
   - **B.** A new facility is designed and constructed on a portion of the Town's property adjacent the Town Center - DKP, OR as part of a potential mixed-use development.

4. Huntersville Fire Station #1 is relocated to an alternate Downtown site - TBD.

5. Existing churches and the community programs they sponsor are embraced as civic anchors.
   Note: Current and future street planning must consider maintaining functional accommodations for funeral processions.

6. A new CMS Huntersville Elementary School is site and building is designed and constructed in accordance with current urban, neighborhood-friendly prototypes and functional criteria.

7. Angels and Sparrows Community Table & Resource Center is promoted and embraced with the currently planned relocation to Commerce Center Drive with frontage and access along the Downtown Greenway.

NORTH
0 500 1,000 1,500
GRAPHIC SCALE: FEET
Town of Huntersville GIS: 12/01/2021

FIGURE 10: 2022 Downtown Master Plan - Organizing Principle: **Civic**.

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Soul
Key Recomendations

1. Development in the Primary Gathering Area (A & B) is balanced with selective and context sensitive redevelopment while enhancing and celebrating existing neighborhoods, civic and historic Downtown buildings, open spaces, and activities.

2. New mixed-use blocks are created on both sides of Huntersville-Concord Rd, anchored by key Civic and Mixed-Use buildings and with frontage along Holbrook Park, Veterans Park and the new Town Square.

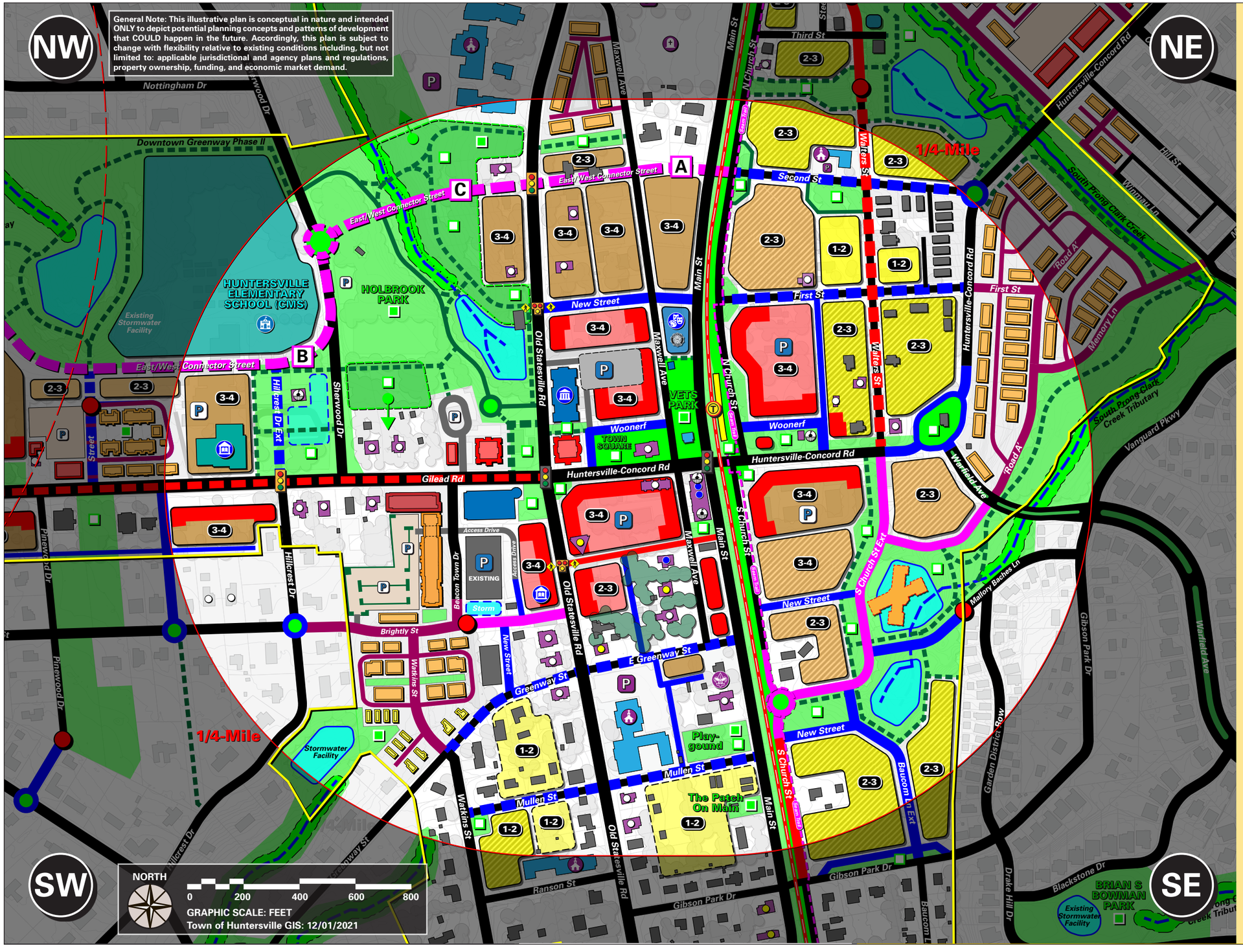
3. New development within the Downtown Core is controlled, market-driven, and follows a form-based approach to scale (3-4 Story buildings), and is supported by new street, block and ownership patterns.

4. New development outside of the Downtown Core transitions with a form-based scale with modulated building heights that respect existing neighborhoods.

5. Parking strategy includes a balance of shared parking structures and off-street surface lots to support mixed-use building types.

General Note: Art and artistic features along with wayfinding signage (vehicular and pedestrian) should be located thoughout the Downtown area.

FIGURE 11: 2022 Downtown Master Plan - Organizing Principle: **Soul**.



LEGEND

BLOCK TYPES

- **MIXED-USE - A:** Building Types: COMMERCIAL, URBAN WORKPLACE, SHOPFRONT BUILDING, APARTMENT, MIXED-USE (NR)
- **MIXED-USE - B:** Building Types: RESIDENTIAL, SHOPFRONT BUILDING, APARTMENT, ATTACHED HOUSE, MIXED-USE (NR)
- **RESIDENTIAL - A:** Building Types: MULTI-FAMILY, APARTMENT
- **RESIDENTIAL - B:** Building Types: MULTI-FAMILY, APARTMENT, ATTACHED HOUSE
- **RESIDENTIAL - C:** Building Types: MULTI-FAMILY, ATTACHED HOUSE
- **CIVIC - A:** Building Types: GOVERNMENT, CIVIC
- **CIVIC - B:** Building Types: CHURCH, CIVIC
- **CIVIC - C:** Building Types: SCHOOL, CIVIC
- **RESIDENTIAL - D:** Building Types: MULTI-FAMILY + SINGLE FAMILY, ATTACHED HOUSE, DETACHED HOUSE
- **RESIDENTIAL - E:** Building Types: SINGLE FAMILY, DETACHED HOUSE
- **RESIDENTIAL - F:** Building Types: SINGLE FAMILY INFILL + ADU, DETACHED HOUSE, ADU

BLOCK FEATURES

- XX PROPOSED BUILDING HEIGHTS (RANGE)
- PROPOSED ACTIVE FRONTAGES
- EXISTING STRUCTURES
- OFF-STREET PARKING: MIXED-USE/SHARED (PUBLIC/PRIVATE)
- P SURFACE LOT
- P STRUCTURED DECK

EXISTING & PROPOSED CIVIC PROPERTY & BUILDINGS

CHURCH · SCOUTS · TOWN HALL · CULTURAL ARTS · ANGELS & SPARROWS · CEMETERY · SCHOOL · FIRE STATION · LIBRARY

HISTORIC PROPERTIES - *2018 HUNTERSVILLE ARCHITECTURAL SURVEY*

- HISTORIC STRUCTURE FOOTPRINT
- LOCAL HISTORIC LANDMARK
- IDENTIFIED PROPERTY IN STUDY LIST, MERIT ATTENTION
- NOTABLE PROPERTY
- MERIT ATTENTION

OPEN SPACE · STORMWATER FACILITY

EXISTING PARK · PROPOSED PARK

EXISTING TRAILS · PLANNED & PROPOSED TRAILS

THE SEAM TRAIL (PER CURRENT PLANNING)

TRANSPORTATION

STREETS

- **EXISTING STREET - NOTE: INCLUDES NCDOT TIP UNDER CONSTRICTION:**
  - U-5714: US INTERSTATE 77 & GILEAD RD INTERCHANGE AT EXIT 23
  - U-5114: HIGHWAY 21 (STATESVILLE RD) & GILEAD ROAD
  - U-5908: MAIN STREET. MT. HOLLY-HUNTERSVILLE RD TO RAMAH CHURCH RD
- **ADOPTED NEW STREET (CONSTRUCTION PENDING)**
  - HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
- **ADOPTED EXISTING STREET IMPROVEMENT (CONSTRUCTION PENDING)**
  - NCDOT TIP U-5807: GILEAD RD FY: 2031
  - HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
- **PENDING NEW STREET (CONSTRUCTION PENDING)**
  - APPROVED AND/OR UNDER REVIEW PER RECENT PROJECT PLAN SUBMITTAL
- **PROPOSED NEW STREET**
  - 2022 DOWNTOWN MASTER PLAN
- **PROPOSED EXISTING STREET IMPROVEMENT**
  - 2022 DOWNTOWN MASTER PLAN
- **PROPOSED ADOPTED STREET MODIFICATION**
  - HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
  - 2022 DOWNTOWN MASTER PLAN
- **PROPOSED EAST/WEST CONNECTOR STREET**
  - 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN
  - 2022 DOWNTOWN MASTER PLAN
- A **SEGMENT 'A' - BETWEEN OLD STATESVILLE ROAD & MAIN STREET**
  NOTE: SEGMENT 'A' MAY BE IMPLEMENTED AS AN INDEPENDENT STREET PRIOR TO SEGMENTS 'B' & 'C'.
  KEY CONTINGENT ITEMS (PER CONTINUATION AS EAST/WEST CONNECTOR STREET):
  A. EAST/WEST CONNECTOR STREET SEGMENTS 'B' & 'C' ARE FULLY FUNDED & CONSTRUCTED.
  B. NORFOLK SOUTHERN APPROVES RAILROAD CORRIDOR CROSSING AT SECOND STREET.
- B **SEGMENT 'B' - BETWEEN COMMERCE CENTER DRIVE & SHERWOOD DRIVE**
  KEY CONTINGENT ITEMS:
  A. CMS APPROVES FUNDING FOR NEW HUNTERSVILLE ELEMENTARY SCHOOL.
  B. STREET DESIGN IS INTEGRATED APPROPRIATELY WITH NEW SCHOOL SITE & BUILDING.
  C. CMS CONVEYS LAND TO TOWN FOR STREET RIGHT-OF-WAY.
  D. CMS PROVIDES TOWN RIGHT OF FIRST REFUSAL FOR PROPERTY FRONTING GILEAD ROAD.
- C **SEGMENT 'C' - BETWEEN SHERWOOD DRIVE & OLD STATESVILLE ROAD**
  KEY CONTINGENT ITEMS:
  A. EAST/WEST CONNECTOR STREET SEGMENTS 'A' & 'B' ARE FULLY FUNDED & CONSTRUCTED.
  B. NORFOLK SOUTHERN APPROVES RAILROAD CORRIDOR CROSSING AT SECOND STREET.
  C. STREET DESIGN IS INTEGRATED APPROPRIATELY WITH HOLBROOK PARK & ADJACENT PROPERTIES.

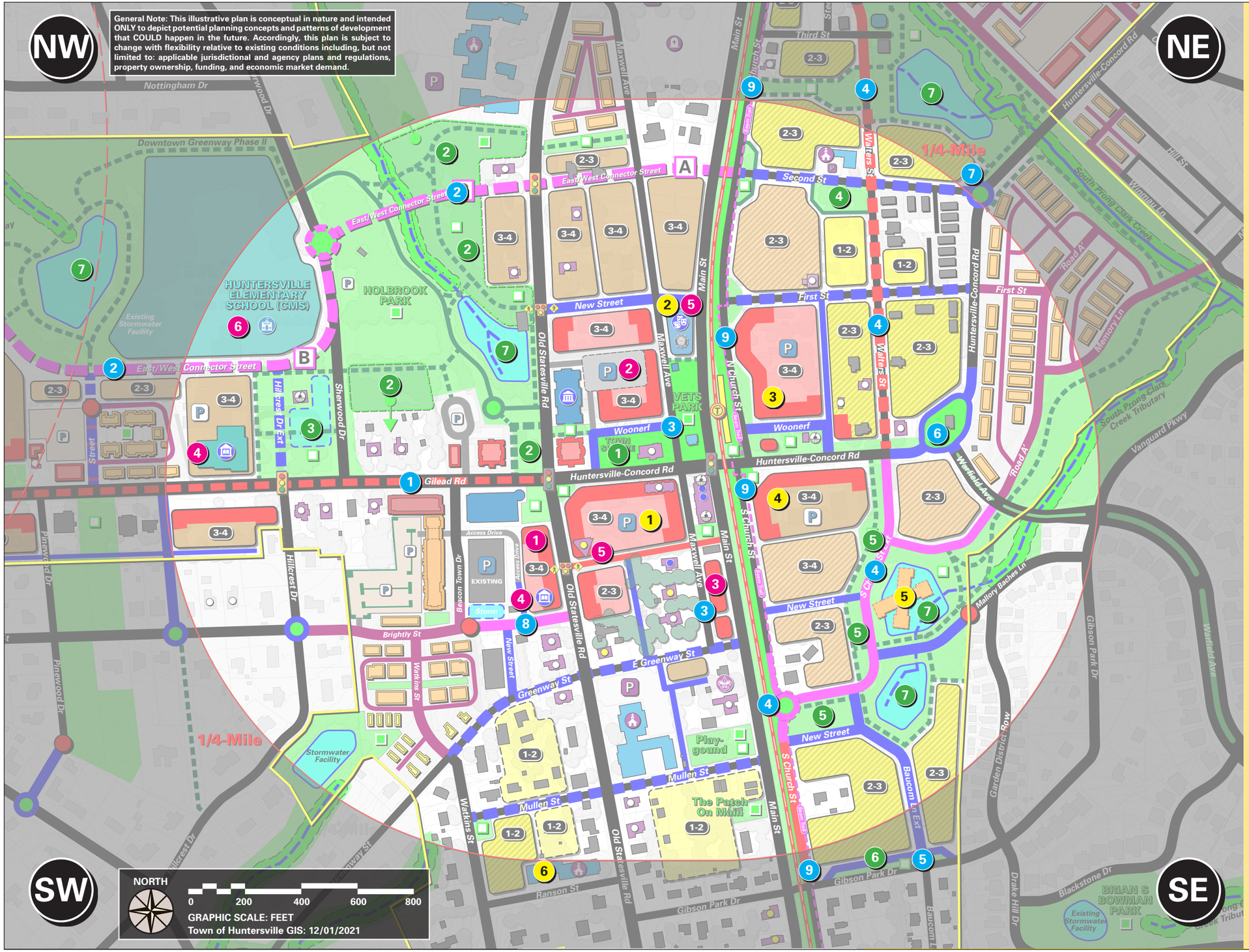
EXISTING TRAFFIC SIGNAL
NOTE: INCLUDES NCDOT TIP PROJECTS CURRENTLY UNDER CONSTRICTION

PROPOSED TRAFFIC SIGNAL · PROPOSED PED XING SIGNAL

TRANSIT

- PROPOSED FUTURE CATS METRORAPID LINE BUS RAPID TRANSIT (BRT) CORRIDOR
- EXISTING NORFOLK SOUTHERN RAILROAD CORRIDOR & PROPOSED FUTURE (LONG TERM) CATS LYNX RED LINE COMMUTER RAIL TRANSIT (CRT)

FIGURE 12: 2022 Downtown Master Plan: 1/4-Mile Core Study Area.



POTENTIAL KEY CATALYTIC PROJECTS

ECONOMIC DEVELOPMENT

Public

1. Town Center Parcel.
2. Town Hall & Civic Parking Structure.
3. Main Street Town Parcel.
4. Public Library.
5. Cultural / Performing Arts Center.
6. CMS Huntersville Elementary School.

Private

1. Main Street Mixed-Use Block.
2. Amercian Legion Site & Building.
3. Huntersville-Concord Rd & N Church St - Corner Mixed-Use Block.
4. White Hill Senior Apartments.
5. Hunter Village Assisted Living.
6. 100 Ranson Street Site & Building.

INFRASTRUCTURE

Transportation (All Modes)

1. NCDOT Gilead Road Project.
2. East/West Connector Street.
3. Maxwell Avenue Woonerf.
4. Walters Street & S Church Street - Improvement & Extension.
5. Gibson Park Drive - Improvement.
6. Huntersville-Concord Road - Street Curve Improvement.
7. Huntersville-Concord Road & Second Street - Intersection Improvement.
8. Holbrook Street Extension.
9. The Seam Trail.

Open Space

1. Town Square.
2. Holbrook Park Expansion.
3. Gilead Road Neighborhood Park.
4. Walters Street Neighborhood Park.
5. S Church Street Greenway.
6. Gibson Park.
7. Regional Stormwater Facilities.

FIGURE 13: 2022 Downtown Master Plan: Potential Key Catalytic Projects.

POTENTIAL KEY CATALYTIC PROJECTS

ECONOMIC DEVELOPMENT

Public

1. Town Center Parcel.
2. Town Hall & Civic Parking Structure.
3. Main Street Town Parcel.
4. Public Library.
5. Cultural / Performing Arts Center.
6. CMS Huntersville Elementary School.

Private

1. Main Street Mixed-Use Block.
2. Amercian Legion Site & Building.
3. Huntersville-Concord Rd & N Church St - Corner Mixed-Use Block.
4. White Hill Senior Apartments.
5. Hunter Village Assisted Living.
6. 100 Ranson Street Site & Building.

INFRASTRUCTURE

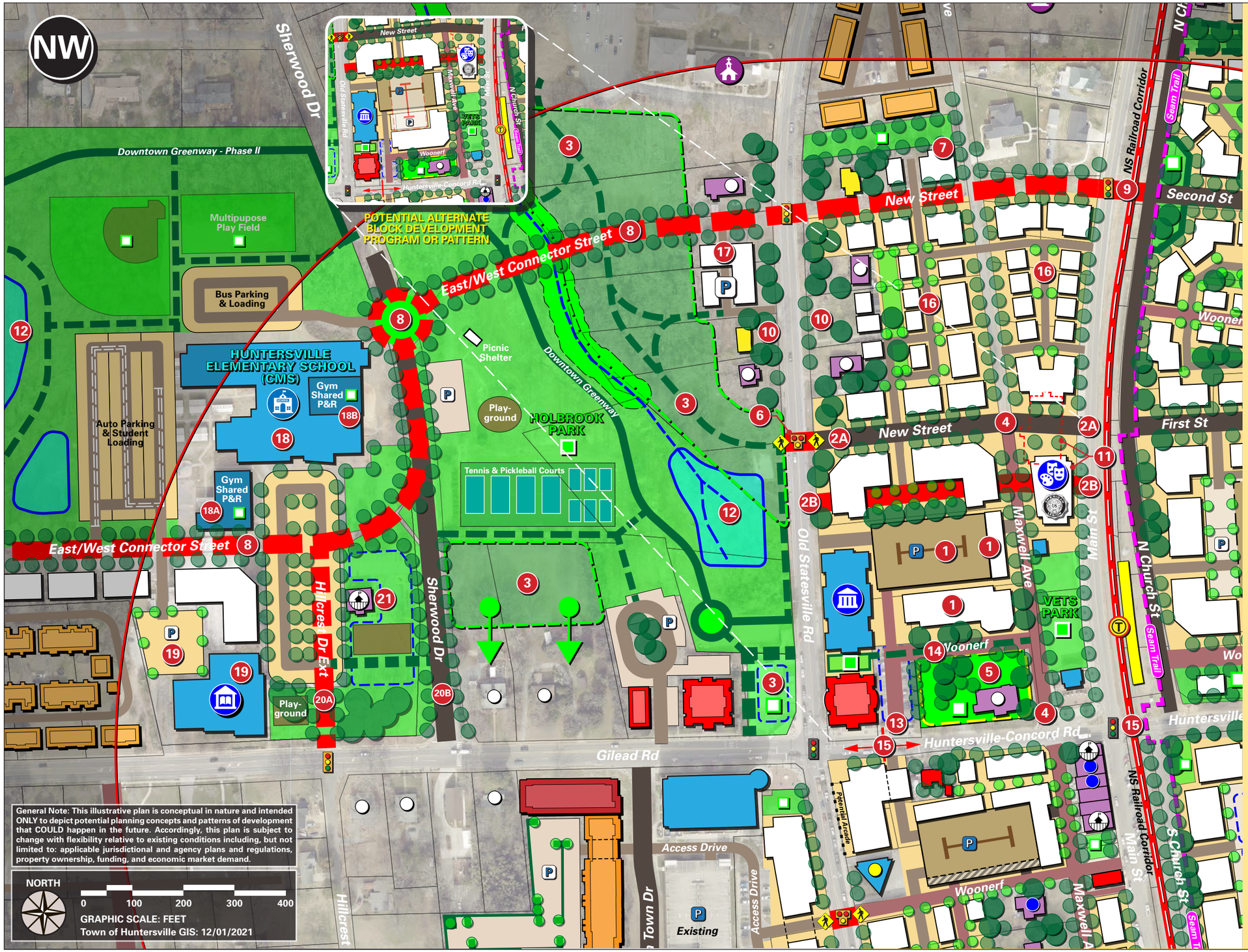
Transportation (All Modes)

1. NCDOT Gilead Road Project.
2. East/West Connector Street.
3. Maxwell Avenue Woonerf.
4. Walters Street & S Church Street - Improvement & Extension.
5. Gibson Park Drive - Improvement.
6. Huntersville-Concord Road - Street Curve Improvement.
7. Huntersville-Concord Road & Second Street - Intersection Improvement.
8. Holbrook Street Extension.
9. The Seam Trail.

Open Space

1. Town Square.
2. Holbrook Park Expansion.
3. Gilead Road Neighborhood Park.
4. Walters Street Neighborhood Park.
5. S Church Street Greenway.
6. Gibson Park.
7. Regional Stormwater Facilities.

FIGURE 14: Conceptual Vision Plan: Potential Key Catalytic Projects.



KEY NOTES & INITIAL CONSIDERATIONS

1. Town Hall/Civic Parking Structure - Explore Layout & Design to Support Potential P3 Project for Enhanced Shared Parking Facility to support Existing (Mama Mia Too) & New Adjacent Mixed-Use Development (Including Integrated Liner Buildings).
2. Key Street Connection Between Old Statesville Rd & Main St. Explore Street Alignment Options per collaboration with American Legion & Adjacent Property Owners.
   - 2A Alignment requires relocated American Legion building, however facilitates potential development frontage along Town Hall Site.
   - 2B Alignment preserves American Legion building, however does not facilitate potential development frontage along Town Hall Site.
3. Expansion of Holbrook Park with Pedestrian & Bicycle Trail - Explore Potential Acquisition and/or Conservation Easement Strategies with Adjacent Property Owners.
4. Maxwell Ave - Woonerf (Shared/Living Street). Opportunity for Temporary Closure of Street Segment for Pedestrians Only During Special Events in Veterans Park.
5. Town Square - Explore collaboration with Mama Mia Too for Potential P3 Project. Preserve tree canopy, repurpose paved surfaces, and implement landscape improvements and features.
6. 'HAWK' Pedestrian Crossing & Speed Table: High Intensity Activated Crosswalk Signal (HAWK).
7. Neighborhood Pocket Park.
8. East/West Connector Street - Conceptual Incremental Alignment Pending Future Traffic, Engineering & Environmental Analysis.
9. Proposed NS Railroad Crossing (Pending approval by NS) Explore At-Grade & Grade Separated Options.
10. Preserve Street Character & Existing Tree Canopy with Sensitive Building Frontage & Setbacks.
11. American Legion - Explore Potential P3 Project for New Facility per Expanded Program or Compatible Mixed-use (Cultural, Performance Center, Other?)
12. Regional Stormwater Facility - Designed & Amenitized as a Landscape Feature within the Existing Greenway.
13. Existing Surface Parking Area & Access Drive - Improve & Enhance with Street-Like Features.
14. Woonerf (Mixed-Use) - Connection Between Maxwell Ave & Town Hall Access Drive to Define Town Square.
15. NCDOT Main Street Improvement Project: Roadway Widening 3-Lanes - Limit of Construction (Transition to Gilead Rd Project) - Includes Intersection at Huntersville-Concord Rd, Main St, Church Street, and NS Railroad Corridor (At Grade).
16. Mixed-Use Residential Development Block - Incremental, Form-based design, defined by a flexible range of Apartment, Attached, and Detached building types with potential ground floor commercial uses - supported by existing and future ownership patterns.
17. Potential Future Mixed-Use Residential Redevelopment Block and/or Holbrook Park Public Parking Area.
18. New CMS Huntersville Elementary School - Site and Building Designed and Constructed in accordance with current Town Ordinance and neighborhood-friendly prototypes (and variations of) and associated functional criteria - including On-Site Bus and Auto Parking and Student Loading/Queuing. Potential Program includes Shared Gymnasium with Parks & Recreation Dept.: Preserve/Reuse of Existing Facility or Integration within New School Facility.
19. Potential CMS P3 Projects: Adaptive ReUse for a Public Library or Other Civic Program and Adjacent Development Block(s).
20. Hillcrest Dr & Sherwood Dr Intersection Options:
    - 20A Hillcrest Rd Extension & Signalized Intersection at Gilead Rd (Preferred per Composite Alternative Future: Assumes full movement at existing Street intersections along Gilead Rd).
    - 20B Sherwood Dr Continuation & Roundabout Intersection at Gilead Rd (Design per Current NCDOT Project).
21. Neighborhood Park - Potential Programming to include celebration of historic Agricultural School building and activities.

FIGURE 15: Conceptual Vision Plan: **Northwest Quadrant**.

KEY NOTES & INITIAL CONSIDERATIONS

1. Huntersville-Concord Road Street Curve Improvement: 'Expanded' Roundabout & Gateway Park (Tree Preservation) at Intersection of Warfield Avenue.
2. Walters Street Improvement - Implement Green Street Design Features with Integrated Tree Preservation.
3. First & Second Street Improvement - Implement Green Street Design Features with Integrated Tree Preservation.
4. Proposed NS Railroad Crossing (Pending approval by NS) Explore At-Grade & Grade Separated Options.
5. Huntersville-Concord Road & Second Street Intersection Improvement: Roundabout or Traffic Signal to facilitate safe pedestrian crossing and vehicle movement at street curve.
6. Potential Future Transit Station (Platform Location) per CATS Long Term Planning for the LYNX North Corridor Red Line.
7. Huntersville-Concord Rd & N Church St - Corner Mixed-Use Block. Explore Layout, Phasing, & Design to Support Potential P3 Project for Enhanced Shared Parking Facility to support New Adjacent Mixed-Use Development and Potential Long Term Transit Planning.
8. Building Setbacks and Articulation to maximize preservation of existing specimen trees along N Church Street.
9. Residential Development Block - Incremental, Form-based design, defined by a flexible range of Apartment, Attached, and Detached building types, situated to maximize preservation of existing specimen trees - supported by existing and potential future ownership patterns.
10. Evaluate potential to increase allowable Mixed-Use Commercial area per Shopfront building types along frontage of Huntersville-Concord Road and N Church Street.
11. Residential Development Block - Incremental, Form-based design, defined by a flexible range of Attached and Detached building types, situated to maximize preservation of existing specimen trees - supported by existing and potential future ownership patterns.
12. Public Square - Anchored by Historic Jailhouse and Potential Commercial Kiosk and/or Adaptive Structure.
13. Walters Street Neighborhood Park & Tree Preservation Area.
14. Woonerf (Mixed-Use) - Connections Between Huntersville-Concord Road and N Church Street to Define Public Square, and First Street to increase connectivity (reduce block size) and facilitate access to public parking and residential development.
15. Woonerf (Residential) - Connections Between N Church Street and Walters Street to increase connectivity (reduce block size) and facilitate access to residential development.
16. Church of God of the Bible.
17. The Seam Trail & N Church Street Improvement - Pedestrian and Bicycle pathway integrated with N Church Street and adjacent streetscape design.
18. Expanded Public Greenway & Trails with Link to The Seam Trail.
19. Regional Stormwater Facility - Designed & Amenitized as a Landscape Feature within the Existing Greenway.
20. NCDOT Main Street Improvement Project: Roadway 2-Lanes with Transition and Widening to 3-Lanes - Limit of Construction. Includes Intersection at Huntersville-Concord Rd, Main St, Church Street, and NS Railroad Corridor (At Grade).
21. Critical Pedestrian Crossing & Intersection Improvement Zone: Norfolk Southern Railroad Corridor, Huntersville-Concord Road, Maxwell Avenue, Main Street, Church Street, and the Seam Trail.

POTENTIAL ALTERNATE BLOCK DEVELOPMENT PROGRAM OR PATTERN

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NORTH

0 100 200 300 400

GRAPHIC SCALE: FEET

Town of Huntersville GIS: 12/01/2021

FIGURE 16: Conceptual Vision Plan: **Northeast Quadrant**.

KEY NOTES & INITIAL CONSIDERATIONS

1. Town Center Parcel: Potential P3 Project and Mixed-Use Building Program.
2. Potential Future P3 Project Pending Potential Future Huntersville Fire Station #1 Relocation - Public Library or Other Civic Use, and/or Extension of Town Center Mixed-Use Parcel/Building.
3. Main Street Mixed-Use Mixed-Use Block.
   Explore Layout, Phasing & Design options with Existing Property Owners to Support Potential P3 Project for Enhanced Shared Parking Facility to support Existing and Potential New Adjacent Mixed-Use Development (Including Integrated Liner Buildings).
4. Main Street Town Parcel: Potential P3 Project and Mixed-Use Building Program (Assume Relocation of Public Parking to Potential P3 Parking Structure Project or Other).
5. The Neighborhood Cafe Building - Preserve/enhance as key block character and contributing building and program.
6. Huntersville Arts & Cultural Center Building - Preserve/enhance as key block character and contributing building and program.
   Note: It is understood the site and building must remain a Civic Use or the property reverts to Mecklenburg County Library.
7. Potential Mixed-Use Building or Buildings Pending Redevelopment Phasing and/or Collaboration between Existing Property Owners.
8. Potential Half-Block Mixed-Use Development to Facilitate Continuation of Maxwell Avenue Pedestrian Circulation along Huntersville-Concord Road.
9. Woonerf (Mixed-Use) - Enhanced, Pedestrian-Oriented Connection Between Huntersville-Concord Road and E Greenway Street to increase connectivity (reduce block size), and encourage existing and new development while preserving and protecting existing historic structures.
10. Woonerf (Mixed-Use) - Between Old Statesville Road, Maxwell Avenue and Main Street to increase connectivity (reduce block size), and encourage existing and new development while preserving and protecting existing historic structures.
11. New Access Alley: Facilitate access to Potential New Residential Infill & Accessory Dwelling Unit (ADU) 'Missing Middle' Development.
12. Potential Flexible Pocket Park/Plaza for Pop-Up Events.
13. NCDOT Main Street Improvement Project:
    Roadway Widening 3-Lanes - Limit of Construction (Transition to Gilead Rd Project) - Includes Intersection at Huntersville-Concord Rd, Main St, Church Street, and NS Railroad Corridor (At Grade).
14. Critical Pedestrian Crossing & Intersection Improvement Zone:
    Norfolk Southern Railroad Corridor, Huntersville-Concord Road, Maxwell Avenue, Main Street, Church Street, and the Seam Trail.
15. Mid-Block 'HAWK' Pedestrian Crossing & Speed Table:
    High Intensity Activated Crosswalk Signal (HAWK).
16. Expand Existing Playground into Public Neighborhood Park & Tree Preservation Area.
17. Potential 100 Ranson Street - Church Building Adaptive ReUse and Site Redevelopment. Proposed Residential Building types should be limited to 2-stories to respect scale of surrounding neighborhood.
18. Residential Infill & Accessory Dwelling Unit (ADU) 'Missing Middle' Development Block - Incremental, Form-based design, defined by a flexible range of Attached and Detached building types, situated to maximize preservation of existing specimen trees - supported by existing and potential future ownership patterns.

POTENTIAL ALTERNATE BLOCK DEVELOPMENT PROGRAM OR PATTERN

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NORTH
0 100 200 300 400
GRAPHIC SCALE: FEET
Town of Huntersville GIS: 12/01/2021

FIGURE 17: Conceptual Vision Plan: **Southwest Quadrant**.

KEY NOTES & INITIAL CONSIDERATIONS

1. Huntersville-Concord Road Street Curve Improvement: 'Expanded' Roundabout & Gateway Park (Tree Preservation) at Intersection of Warfield Avenue.
2. S Church Street Extension per Huntersville CIP: Proposed Alternate Alignment following Existing Circle Drive to Facilitate Increased Tree Preservation and Bock Geometry Compatible for Potential Future Redevelopment Development - Implement Green Street Design Features with Integrated Tree Preservation.
3. S Church Street Extension Greenway Park & Tree Preservation Area.
4. Expansion of Greenway Park with Pedestrian & Bicycle Trail - Explore Potential Acquisition and/or Conservation Easement Strategies with Adjacent Property Owners.
5. New Street Alignment and Intersection at Gibson Park Drive and Baucom Lane to enhance access and connection between Downtown and Pottstown Neighborhood - Implement Green Street Design Features with Integrated Tree Preservation.
6. New Street as Extension of 'Road A' per approved Vermillion Front residential development.
7. Mallory Baches Lane and Alley Connection and Extension.
8. White Hill Senior Apartments Property: Huntersville-Concord Rd & S Church St - Potential Corner Mixed-Use Block. Explore Layout, Phasing & Design options with Existing Property Owners for an new facility and program in accord with new and emerging practices for Mixed-Use program, functions, and operations.
9. Evaluate potential to increase allowable Mixed-Use Commercial area per Shopfront building types along frontage of Huntersville-Concord Road and S Church Street.
10. Hunter Village Assisted Living Property: Circle Drive - Explore Layout, Phasing & Design options with Existing Property Owners for an new facility and program in accord with new and emerging practices for Mixed-Use program, functions, and operations.
11. Explore potential collaboration and co-location with a new White Hill Senior Apartment development, and/or P3 Project for relocation to another Downtown site to facilitate potential expansion of Public Greenway and implementation of Regional Stormwater Facility.
12. Building Setbacks and Articulation to maximize preservation of existing specimen trees along S Church Street.
13. Residential Development Block - Incremental, Form-based design, defined by a flexible range of Apartment, Attached, and Detached building types, situated to maximize preservation of existing specimen trees - supported by existing and potential future ownership patterns.
14. Residential Development Block - Incremental, Form-based design, defined by a flexible range of Attached and Detached building types, situated to maximize preservation of existing specimen trees - supported by existing and potential future ownership patterns.
15. Gibson Park Drive Street Improvement: Neighborhood Park & Tree Preservation Area.
16. Woonerf (Residential) - Connection Between S Church Street and S Church Street Extension to increase connectivity (reduce block size) and facilitate access to residential development.
17. S Church Street Woonerf (Mixed-Use) - Between Huntersville-Concord Road and S Church Street Extension.
18. The Seam Trail & S Church Street Improvement - Pedestrian and Bicycle pathway integrated with N Church Street and adjacent streetscape design.
19. Regional Stormwater Facility - Designed & Amenitized as a Landscape Feature within the Existing Greenway.
20. NCDOT Main Street Improvement Project: Roadway 2-Lanes with Transition and Widening to 3-Lanes - Limit of Construction. Includes Intersection at Huntersville-Concord Rd, Main St, Church Street, and NS Railroad Corridor (At Grade).
21. Critical Pedestrian Crossing & Intersection Improvement Zone: Norfolk Southern Railroad Corridor, Huntersville-Concord Road, Maxwell Avenue, Main Street, Church Street, and the Seam Trail.

POTENTIAL ALTERNATE BLOCK DEVELOPMENT PROGRAM OR PATTERN

General Note: This illustrative plan is conceptual in nature and intended ONLY to depict potential planning concepts and patterns of development that COULD happen in the future. Accordingly, this plan is subject to change with flexibility relative to existing conditions including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership, funding, and economic market demand.

NORTH

0 100 200 300 400

GRAPHIC SCALE: FEET

Town of Huntersville GIS: 12/01/2021

FIGURE 18: Conceptual Vision Plan: **Southeast Quadrant**.

Town of Huntersville
NORTH CAROLINA

Town of Huntersville
Planning Department

Physical Address:
105 Gilead Road
3rd Floor
Huntersville, NC 28078

Mailing Address:
PO Box 664
Huntersville, NC 28070

(704) 875-7000 Phone
(704) 875-5528 Fax (Attn: Planning)
www.huntersville.org

2022 DOWNTOWN PLAN

Shook Kelley CLT, PLLC

1545 West Trade Street
Charlotte NC 28216
(704) 377-0661 Phone
www.shookkelley.com

For access to additional information and documents, please visit the 2022 Downtown Master Plan Project website: letsplanhuntersville.org

letsplanhuntersville.org

DRAFT

2022 Downtown Plan Steering Committee

Meeting #15: Meeting Minutes

Thursday, December 15, 2022
Huntersville Town Hall, 6:00 – 8:00 PM

Attendees:

Voting Members	Nate Bowman	Gatewood Campbell
	Doug Ferguson	John Foster
	Cindy Trevisan	Charles Guignard
	Lee Hallman	Janelle Harris
	Elaine Kerns	Bob Lemon
	Sarah McAulay	Jessika Tucker
	Sean Flynn	
Ex-Officio Members:	Kathy Jones	Stephen Swanick
	John O'Neill	Mike Russell
Town Staff:	Jack Simoneau	Brian Richards
	Tracy Barron	Jackie Huffman
	Bobby Williams	
Consultants:	Larry Zinser	Terry Shook

1. **Call to Order** – Chairperson McAulay called the meeting to order at 6:00 PM. A recorded video of the meeting is available at: https://www.youtube.com/watch?v=jadnzx55Ch4

2. **Roll Call** – Meeting attendance is noted above.

3. **Approval of Agenda** – Charles Guignard made the motion to approve the agenda; Bob Lemon seconded the motion. Motion carried unanimously.

4. **Approval of October 6, 2022 Meeting Minutes** – Charles Guignard made the motion to approve the meeting minutes; Gatewood Campbell seconded the motion. Motion carried unanimously.

5. **Chairman's Remarks** – Chairman McAuley thanked everyone for their attendance.

6. **General Public Comment** – No comments

7. **Presentation: Draft Downtown Plan** – Larry Zinser (Shook Kelley) presented that the comments submitted since the December 1, 2021 meeting have been included in the revision plan as noted in the agenda packet. Key revisions were presented. Staff has reached out to NCDOT but has not received a reply at this time. The Committee made a motion to accept the documents as noted in the addendum.

DRAFT

8. **Next Steps** – Jack Simoneau outlined the next step will be a joint meeting will be scheduled for Tuesday, January 17, 2023, at 5 p.m. as the official hand off of the documents. The Planning Board will hear the recommendation at their January 24, 2023, meeting. There will possibly be a joint public hearing on February 6, 2023, where the citizens can come and speak followed by a possible Planning Board vote in February and Town Board vote in March.

9. **Adjourn** - The meeting adjourned at 6:36 PM.

Addendum - Motion: Lee Hallman made a Motion to Accept the following documents as our final plan. The summary of organizing principles with each mobility, nature, gathering, living, civic, and soul as well as the conceptual vision plan summary for all four quadrants and also the text document titled, "Final Master Plan Outline December 15, 2022 with the revisions noted and highlighted." C. Guignard seconded the motion.

Lee Hallman added the views expressed disclaimer that the graphics on the plan are not agreed with 100% but that is an expression of a plan and it could be anything. The graphics are all the organizing principles and all of the concepts for each of the quadrants taken to their varying maximum interpretation. The focus is the text part of this and what is in the proposed motion is the foundation and the interpretation. The graphic part is not what the Committee is exactly approving it is an expression of what could be but not necessarily what has to be. Once these get turned into actual projects there will be another opportunity to express our views and accept or deny.

The motion passed unanimously (13-0).

DRAFT

Minutes of the Town of Huntersville Planning Board

The Town of Huntersville Planning Board met at 6:30 p.m. on Tuesday, February 28, 2023.

Call to Order/Roll Call
Chairman Sny called the meeting to order at 6:30 pm.
Present: J. Sny, F. Gammon, S. Swanick, C. Boyd, J. Wright, T. Loomis, G. Baber & J. Henson
Absent: S. Hensley

Approval of Minutes
Item 2A. Consider approval of the January 24, 2023, Regular Meeting Minutes
Motion: J. Wright made a Motion to Approve the January 24, 2023, minutes. T. Loomis seconded the motion.

Vote: The motion passed unanimously (8-0).

Item 2B. Consider approval of the February 1, 2023, Special Meeting Minutes
Motion: J. Wright made a Motion to Approve the January 24, 2023, minutes. T. Loomis seconded the motion.

Vote: The motion passed unanimously (8-0).

Public Comments
Pete Romaniello, 15821 Trenton Place
Errol Genois, 8537 Camberly Road
Suzanne Villar, 17130 Bridgeton Lane
Nick O'Shaughnessy, 8217 Parkton Gate Drive
Mary Ann Turetsky, 16977 Bridgeton Lane
Nadine Wynn, 8127 Strandhill Road
Gatewood Campbell, 104 Interlaken Place
Kim Zarsadias, 17303 Inglewood Lane
Brian Rice, 17232 Bridgetown Lane
Dawn Snow, 8132 Evanston Falls Road
David Schurr, 17142 Pennington Drive

Action Agenda

Agenda Change

Motion: J. Sny made a motion to hear item 4A as item 4E, item 4C as item 4F, item 4D as item 4C, item 4E as item 4D, and item 4F as item 4A. S. Swanick seconded the motion.

Vote: The motion passed unanimously (8-0).

Item 4A: Consider a recommendation for the 2022 Downtown Master Plan

J. Simoneau, Planning Director stated he had the information as previously presented for the Downtown Plan and would be available to answer any questions.

Motion: F. Gammon made a motion to recommend approval of the Downtown Master Plan and opens the floor for amendments for concerns that can be added.

S. Swanick requested that additional statement, "The Planning Board further recommends that the below sections as identified in the presentation as boxed in purple, be removed from the Plan. This update is made in response to a February 23, 2023 traffic analysis memorandum authored by Shook Kelly and prepared by Gannet Fleming Consultants where it was concluded that when preparing expected 2024 traffic to current connections, "It is evident that ADT (average daily traffic) compared to the 2020 volume is reduced, delay is reduced, and LOS (level of service) at intersections 1-3 along Huntersville-Concord Road between NC 115 and Main Street is improved proportionately with the addition of the East-West Connector street for approach 2 and 3. See attachments A and B." As currently written the Master Plan does not allow approach 2 and removal of these contingencies improves the likelihood that the East-West Connector can help relieve traffic and prevent the catastrophic widening of Gilead Road."

G. Baber seconded the motion.

S. Swanick confirmed his amendment is a further recommendation as an item of concern with the Town Board making final decision to do this action if they choose.

F. Gammon and G. Baber accepted the amendment.

Staff confirmed that the red-stricken items are from Lee Hallman, maker of the motion for Downtown Steering Committee and based off the discussion surrounding this item to provide clarity. Those red stricken items would be part of staff's recommendation.

F. Gammon commented that this is a plan, not an ordinance. It will guide future developers, staff, Planning Board and Town Board as they make determinations as how the Town will develop. It will change, it is a living document. It is a valid concern about Gilead Road. The East-West connector needs to be considered, he is not opposed to it, he is in support of the Downtown Plan Steering Committee recommendations. He highlighted the "note" regarding the East-West connector within the Downtown Master Plan, Executive Summary, Section 1.A.1.b: Downtown and Adjacent Neighborhood Streets.

G. Baber commented that the same "note" that is referenced includes a comment on segment A-C which are being clarified with the proposed revisions.

S. Swanick commented that he feels that the removal of those contingencies would make it more likely that the road is built and makes a difference in traffic so there is not a 6-lane Gilead Road.

J. Sny commented that the proposed East-West connector without segment A would improve the level of service by one letter and incrementally improve traffic counts. While he thinks the road should happen, he is glad it is not a condition for approval of the plan because he would not be able to support that. This would be highlighted for the Town Board to take notice of as an item of importance. He

thanked the Downtown Plan Steering Committee for their hard work and unanimous approval of the plan before them.

Vote: The motion passed unanimously (8-0).

Staff commented that the next step for the Downtown Plan will be to call the public hearing at the Town Board meeting.

Recusal: J. Henson requested to be recused for Item 4B as he is a consultant to the applicant.

Motion: J. Sny made a motion to recuse J. Henson from Item 4B. T. Loomis seconded the motion.

Vote: The motion passed unanimously (7-0).

Item 4B: Recommendation on Petition #R22-01, a request by DDRTC Birkdale Village, LLC to rezone +/- 8.82 acres located at the intersection of Townley Drive and Lindholm Drive (Parcels 00537157 and 00537197) from Highway Commercial Conditional District to Highway Commercial Conditional District for 150,000 sq. ft. office, and 25,000 sq. ft. commercial.

B. Richards, Assistant Planning Director entered his staff report into the record, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. Staff reviewed the request from the Town Board for the rezoning request to return to the Planning Board due to there being a substantial change to the petition. This petition must be deferred for 30 days and will return to the Town Board on March 20, 2023.

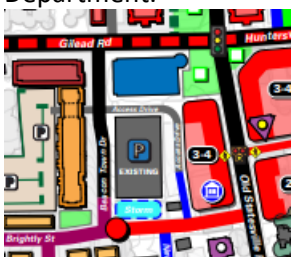
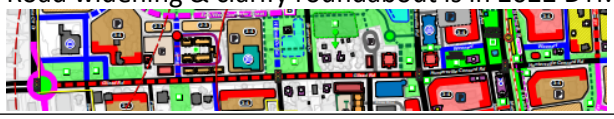
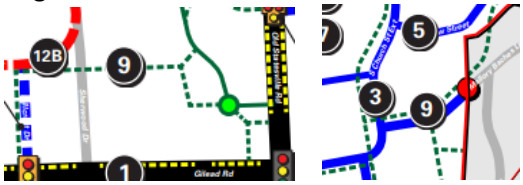
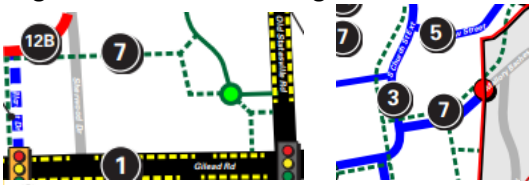
The substantial change was the elimination of the hotel and multi-use building and one of the parking garages. The request today is for the 150,000 square feet of office space and 25,000 square feet of commercial space and associated parking deck. The previous Planning Board recommendation for this was a maximum of 115 feet tall building which the applicant has lowered to 110 feet. The previously heard text amendment and special use permit applications have been withdrawn. Staff thinks that this is a good project. Staff has switched to a position of not in support due to manner of process and a text amendment not being submitted.

F. Gammon asked what the maximum height of the buildings will be at Birkdale Place and why the request is for five years of vesting period. Staff confirmed their special use permit allows them to go to 92 feet with the most recent building permit submitted for 91 feet. Staff stated the request for extending the vesting period is made by the applicant and not uncommon. Under state law the minimum is two years, and an applicant is allowed to request up to five years.

S. Swanick asked staff if the applicant was advised of the importance of the special use permit (SUP). Staff confirmed the applicant was advised and through the process with the SUP being quasijudicial it limited the applicant's ability to interact with Town Board members and the applicant which became a point of contention for both parties. The applicant chose to withdraw the SUP and the text amendment. Staff did not feel that was the correct path as reflected by the change in our position with the comment that with a text amendment and SUP application staff would support the rezoning.

C. Boyd confirmed this proposal does not reduce commercial space. Staff confirmed it is very similar to the existing commercial space.

Downtown Master Plan Revisions (2023)

ORIGINAL DRAFT PLAN (1-17-23)	REVISIONS
Page 6 (3rd column) **B. Infrastructure Development.** 1. Transportation (All Modes): a. NCDOT Gilead Road Project. b. Maxwell Avenue Woonerf (Shared Street). c. Walters Street & S Church Street – Improvement & Extension. d. Holbrook Street Extension. e. Gibson Park Drive - 0 Improvement. f. Huntersville-Concord Road – Street Curve Improvement. g. Huntersville-Concord Road & Second Street - Intersection Improvement. h. The Seam Trail & Church Street – Co-Location & Improvement. i. East/West Connector Street.	Page 6 (3rd column) **B. Infrastructure Development.** 1. Transportation (All Modes): a. NCDOT Gilead Road Project. b. Maxwell Avenue Woonerf (Shared Street). c. Walters Street & S Church Street – Improvement & Extension. d. Holbrook Street Extension. e. Gibson Park Drive - Improvement. f. Huntersville-Concord Road – Street Curve Improvement. g. Huntersville-Concord Road & Second Street - Intersection Improvement. h. The Seam Trail & Church Street – Co-Location & Improvement. i. East/West Connector Street.
Page 10 change road color from red through Fire Department.  **ADOPTED NEW STREET (CONSTRUCTION PENDING)** • HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024 • 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN	Page 10 new color to clarify road through existing Fire Department was in 2040 Community Plan & 2022 DTMP. **PROPOSED ADOPTED STREET MODIFICATION** • HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024 • 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN • 2022 DOWNTOWN MASTER PLAN
Page 10 change road color from red 	Page 10 change road color to show it was in the 2040 Community Plan and 2022 DTMP
Page 10 	Page 10 to reflect the correct length on NCDOT Gilead Road widening & clarify roundabout is in 2022 DTMP. 
Page 11 13 Transit Planning includes ALL CATS North Corridor Recommendations: 13A Near Term: Future Bus Rapid Transit (BRT). 13A Long Term: Future Commuter Rail Transit (CRT).	Page 11 13 Transit Planning includes ALL CATS North Corridor Recommendations: 13A Near Term: Future Bus Rapid Transit (BRT). 13B Long Term: Future Commuter Rail Transit (CRT).
Page 11 	Page 11 correct numbering error to #7 vs. #9.  7 Advance the Downtown Greenway - Phase II and The Seam Trail, and expand trail network within each quadrant.
Page 12 1 Greenways along streams are Maximally preserved and protected as the primary natural water cycle corridors flowing from Downtown into and within the surrounding watershed basin areas: A. Catawba River (Torrence Creek). B. Yadkin-Pee-Dee River (S Prong Clarke Creek).	Page 12 to remove “Greenways along”. 1 Streams are Maximally preserved and protected as the primary natural water cycle corridors flowing from Downtown into and within the surrounding watershed basin areas: A. Catawba River (Torrence Creek). B. Yadkin-Pee-Dee River (S Prong Clarke Creek).

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: April 3, 2023

Subject: Conduct Public Hearing on Petition #ANNEX 23-01 By Camden Bowman, LLC

EXPLAIN REQUEST:
Conduct a public hearing on Petition #ANNEX 23-01, a request by Camden Bowman, LLC to annex 33.535 acres of Parcel #011-241-04 into the Town of Huntersville.

ACTION RECOMMENDED:
Conduct Public Hearing

FINANCIAL IMPLICATIONS:
N/A

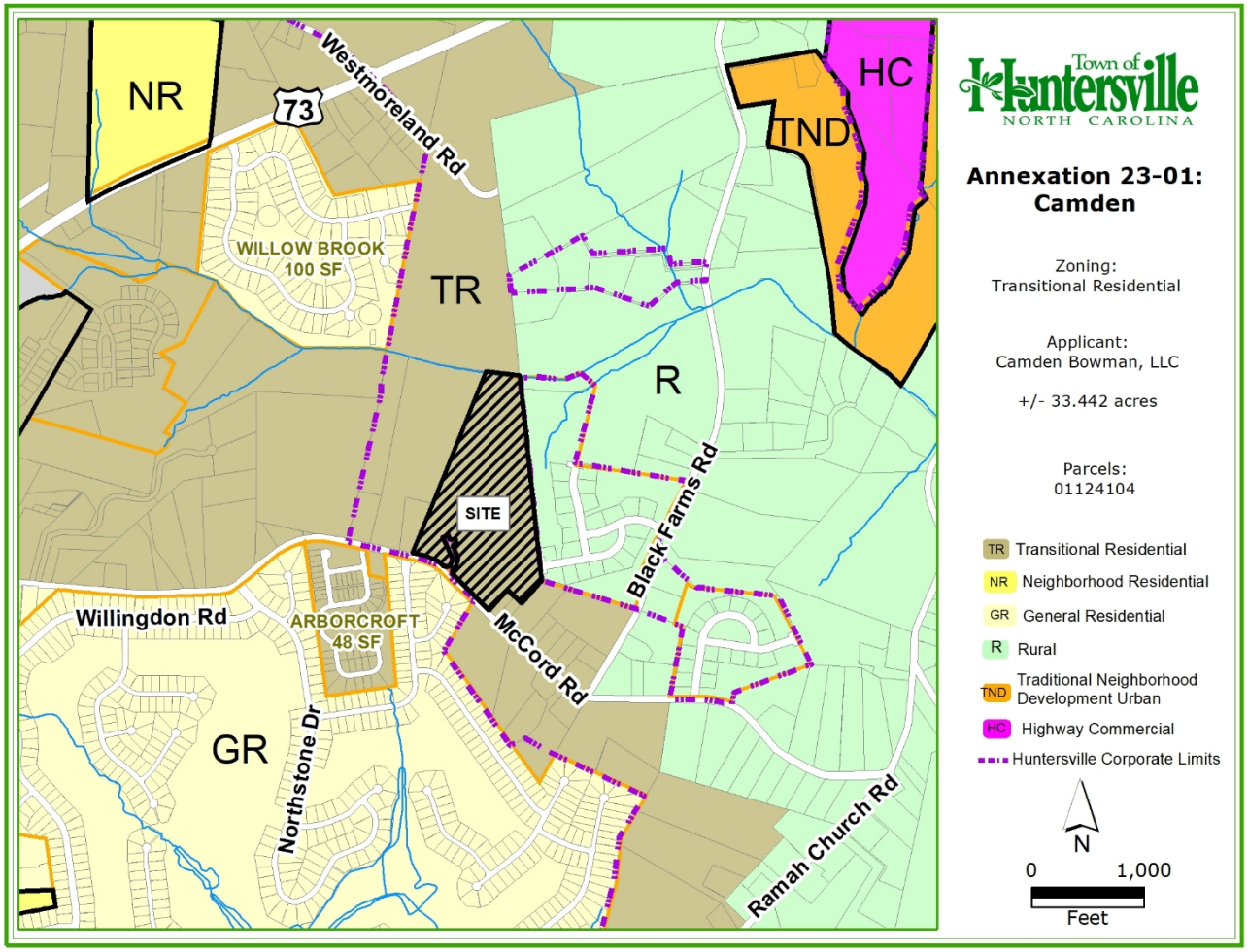
ATTACHMENTS:
1. Annex 23-01 Camden Staff Report PH
2. Attachment A - Contiguous Annexation Petition
3. Attachment B - Annexation Plat
4. Attachment C - Certificate of Sufficiency
5. Attachment D - Resolution of Intent to Annex
6. Attachment E - Public Hearing Ad
7. Attachment F - Metes & Bounds Description

Annexation Petition # 23-01 (Contiguous)
Camden Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #23-01 is a request for contiguous annexation into the Town of Huntersville of 33.535 acres consisting of one (1) parcel (PIN# 011-24-104).

LOCATION



BACKGROUND

The property owners, Camden Bowman, LLC, have filed a petition to consider voluntary contiguous annexation (see Exhibit A) pursuant to North Carolina General Statutes Section 160A-31; the proposed area to annex is 33.535 acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on October 26, 2023 (see Exhibit A).
- The Town Clerk certified the sufficiency of the petition on March 20, 2023 (see Exhibit C).
- On March 20, 2023, the Board of Commissioners set the date for the public hearing to be held on April 3, 2023.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on March 20, 2023 (see Exhibit E).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on April 3, 2023, the voluntary contiguous annexation would also become effective on April 3, 2023.

ATTACHMENTS

Attachment A – Contiguous Annexation Petition
Attachment B – Annexation Plat
Attachment C – Certificate of Sufficiency
Attachment D – Resolution of Intent to Annex
Attachment E - Public Hearing Ad
Attachment F – Metes & Bounds Description

Town of Huntersville
NORTH CAROLINA

PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. The area to be annexed is (contiguous) non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

   SKETCH PLAN APPROVAL (EPM # 387751-APPROVED 10/03/2018), AND

   PRELIMINARY PLAN APPROVAL (EPM# 419250-APPROVED 10/07/2021)

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

   PID 01124104B

CAMDEN BOWMAN, LLC
Property Owner(s)

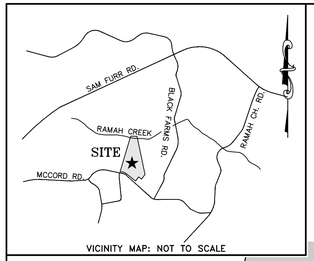
13815 CINNABAR PLACE, HUNTERSVILLE, NC 28078
Address of Property Owner(s)

704-875-9704
Telephone Number

NATEBOWMAN15@GMAIL.COM
E-mail address

Signature of Property Owner

9/7/22
Date



VICINITY MAP: NOT TO SCALE

FLOOD CERTIFICATION:

BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS LOCATED IN ZONE "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 3710461-5200-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GPS STATEMENT:

THE ISAACS GROUP SURVEY DATUM FOR THIS PROJECT:
COORDINATE SYSTEM: US STATE PLANE 1983 (2011 HARN ADJUSTMENT)
PROJECT DATUM: NAD 1983 (2011 HARN ADJUSTMENT)
VERTICAL DATUM: NAVD 88 GEOID MODEL = GEOID 12A (CONUS)
COORDINATE UNITS: US SURVEY FEET
PROJECT LOCALIZED (GRID TO GROUND):POINT #29003 (AKA #1006)
NORTHING: 619553.771' EASTING: 1458838.623' ELEVATION: 764.74'
USING A GROUND SCALE FACTOR OF 0.999846233888

NOTICE OF LEGAL ACTION:

THIS DRAWING AND/OR THE DESIGN SHOWN IS THE PROPERTY OF THE ISAACS GROUP, PC.. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THE ISAACS GROUP P.C.'S WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

ZONING DISCLAIMER:

NO ZONING REPORT OR ZONING VERIFICATION LETTER WAS PROVIDED TO THE ISAACS GROUP P.C. IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR DEVELOPER TO VERIFY THE ZONING REQUIREMENTS AND LAND DEVELOPMENT STANDARDS PRIOR TO CONVEYANCE AND/OR DEVELOPMENT.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	29.91'	S41°01'55"W
L2	19.55'	S45°44'23"E
L3	35.41'	S43°52'14"W
L4	13.45'	N44°15'13"E
L5	67.00'	N25°01'14"W
L6	27.00'	N64°58'46"E
L7	46.00'	N25°01'14"W
L8	27.00'	S64°58'46"W
L9	27.00'	N25°01'14"W
L10	46.00'	S64°58'46"W
L11	180.00'	S25°01'14"E
L12	13.77'	S44°15'13"W
L13	35.80'	S43°52'14"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	47.21'	30.00'	42.49'	N0°49'57"W	90.1722
C2	136.62'	113.00'	128.45'	N9°37'00"E	69.2744
C3	31.41'	20.00'	28.28'	N19°58'46"E	90.0000
C4	31.41'	20.00'	28.28'	N70°01'14"W	90.0000
C5	81.00'	67.00'	76.16'	S9°37'00"W	69.2739
C6	47.03'	30.00'	42.36'	S89°10'03"W	89.8208

NC GRID (NAD 83)(2011)

N/F
LAND OF
BLACKWOOD KNOLL
PID #01124155
DEED BK-30645, PG-949
MAP BK-65, PG-917
ZONED: R

N/F
LAND OF
STEWART AND MICHELLE HEATH
PID #01124115
DEED BK-20376, PG-216
MAP BK-28, PG-241
ZONED: R

N/F
LAND OF
BLACKWOOD KNOLL
COMMUNITY ASSOCIATION, INC.
PID #01124154
DEED BK-35843, PG-100
MAP BK-65, PG-917
ZONED: R

N/F
LAND OF
T.M. WESTMORELAND FAMILY L.P.
PID #01124101
DEED BK-10160, PG-527
ZONED: TR

N/F
LAND OF
CALVIN & JOANN MASON
PID #01124102
DEED BK-3019, PG-316
ZONED: TR

N/F
LAND OF
MICHAEL & KIMBERLY POWELL
PID #01124103
DEED BK-16950, PG-1
ZONED: TR

N/F
LAND OF
VIGNESWARAN & ANUSHYA VELAYUTHAN
PID #01124107
DEED BK-28644, PG-956
ZONED: TR

N/F
LAND OF
WAYNE & GLADYS BOWMAN
PID #01124119
DEED BK-2121, PG-286
ZONED: TR

N/F
LAND OF
BRANDON & KENTZ
PID #01124117
DEED BK-28455, PG-178
MAP BK-28455, PG-48
ZONED: R

N/F LAND OF
BLACKWOOD KNOLL
COMMUNITY ASSOCIATION, INC.
PID #01124153
DEED BK-35846, PG-100
MAP BK-65, PG-917

LOT 7
BLACKWOOD KNOLL
MAP BK-65, PG-917
ZONED: R

LOT 8
BLACKWOOD KNOLL
MAP BK-65, PG-917
ZONED: R

LOT 9
BLACKWOOD KNOLL
MAP BK-65, PG-917
ZONED: R

OLD COTTONWOOD LANE
Right of Way Varies
MAP BK-65, PG-917

APPARENT OVERLAP WITH PLAT BK-62, PG-943

YELLOWSTONE DRIVE
40' PUBLIC R/W
ANNEXED INTO TOWN OF HUNTERSVILLE
MAP BK-52, PG-563

MCCORD ROAD
RIGHT OF WAY VARIES
MAP BK-27, PG-543

HOLLINGBOURNE ROAD
RIGHT OF WAY VARIES
MAP BK-27, PG-543

RAMAH CREEK

24' SANITARY SEWER EASEMENT
DEED BK-28602, PG-687

FND #4 REBAR
FND 1" PIPE
FND #5 REBAR
FND 1" ROD

S67°18'56"E 269.49'
S6°18'53"E 714.70'
674.70'
S6°19'14"E 1123.10'
N77°42'39"W 5.42'
S41°01'34"W 270.00'
N47°11'04"W 90.06'
N47°11'15"W 90.13'
S41°01'19"W 231.26'
S67°18'29"E 160.80'
L=169.62' R=3270.59'
N47°19'29"W 162.12'
L=162.14' R=3300.80'
N43°53'02"W 337.79'
137.88'
N48°07'46"W 388.37' TOTAL
105.99'
144.56'
R/W
137.31'
N78°17'17"W 4.66'
S28°21'03"E 120.31' TIE
S48°02'17"W 134.09'
1231.32'
N22°02'08"E 1750.25' TOTAL
474.58'
S67°19'28"E 291.83' TIE
S7°21'24"E 118.32' TIE

LAND OF
CAMDEN BOWMAN, LLC
PID #01124104B
DEED BK-36330, PG-93

1,482,575 SQ. FT.
34.035 ACRES

TOTAL ANNEXED AREA:
33.535 ACRES

NOTES:

- THE SOLE PURPOSE OF THIS MAP IS FOR THE CONTIGUOUS ANNEXATION OF A PORTION OF THE SUBJECT PROPERTY (33.017 ACRES) INTO THE TOWN OF HUNTERSVILLE.
- THE OFF-SITE RIGHT-OF-WAYS SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH OF ANY ADJACENT PROPERTIES.
- SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, AND ENCUMBRANCES, OF RECORD OR IMPLIED.
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
- THIS PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. THE ISAACS GROUP, P.C. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- ALL DISTANCES SHOWN ON THIS MAP ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- IRON PINS AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED.
- AREAS CALCULATED BY COORDINATE GEOMETRY.
- SUBJECT PARCEL ID#: 01124104B
- PHYSICAL ADDRESS: 13229 MCCORD RD., HUNTERSVILLE, NC
- REFERENCES: AS SHOWN HEREON.
- ZONING: TR
- PREPARED FOR: CAMDEN BOWMAN, LLC; 13815 CINNABAR PL., HUNTERSVILLE, NC 28078

GRAPHIC SCALE
80 0 40 80 160
1 INCH = 80 FEET

CERTIFICATE OF APPROVAL:

APPROVED IN ACCORDANCE WITH THE MINOR SUBDIVISION PROVISIONS AS SET FORTH IN THE SUBDIVISION ORDINANCE OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA. ANY FURTHER SUBDIVISION OF THIS PROPERTY IS SUBJECT TO REVIEW AND MAY CONSTITUTE A MAJOR SUBDIVISION OF LAND.

_____
TOWN PLANNER DATE

ANNEXATION CERTIFICATE:

THIS PLAT REPRESENTS ONE AREA BEING ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-31. BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE _____) AND IS NOT SUBJECT TO THE REVIEW OR APPROVAL BY THE MECKLENBURG PLANNING COMMISSION.

THIS _____ DAY OF _____, 2022

_____
MAYOR, TOWN OF HUNTERSVILLE

ATTEST:_____
TOWN CLERK

ANNEXATION EXEMPTION CERTIFICATE:

I CERTIFY THAT THIS PLAT IS AN ANNEXATION PLAT AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF N.C.G.S. 47-30 PURSUANT TO N.C.G.S. 47-30(J)

_____
NAME (OWNER) DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

_____
OWNER(S) DATE

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER DATE

SURVEYOR'S CERTIFICATE:

I, STEPHEN S. DYER, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BK-36330, PG-93); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS OR EXCEEDS 1:10,000; WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL.

PRELIMINARY
NOT FOR SALES, CONVEYANCES OR RECORDATION

_____
STEPHEN S. DYER, PLS L-3509 DATE
N.C. FIRM LICENSE #C-1069

NORTH CAROLINA PROFESSIONAL SEAL L-3509 LAND SURVEYOR STEPHEN S. DYER

NORTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

GRID TIE:

NGS MONUMENT "LEAD"
GRID COORDINATES (NAD 83)
N: 609,119.894'
E: 1,446,785.708'
ELEV.: 733.48' (NAVD 88)

LEGEND:

N/F	NOW OR FORMERLY
R/W	RIGHT OF WAY
○	MONUMENTATION FOUND (AS NOTED)
⊡	NGS MONUMENT
△	CALCULATED POINT
	FEMA FLOODWAY (ZONE AE)
	COMMUNITY FLOODWAY (ZONE AE)
	FEMA FLOODPLAIN (ZONE AE)

811 Know what's below. Call before you dig.

OWNER INFORMATION:

CAMDEN BOWMAN, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078

CONTIGUOUS ANNEXATION PLAT

CAMDEN SUBDIVISION

OWNER:CAMDEN BOWMAN, LLC
HUNTERSVILLE ETJ
MECKLENBURG COUNTY, NORTH CAROLINA

File #:	20135-ANNEX	Date: 11/03/2022	Project P.L.S.: SSD
			Surveyed By: TIG
			Drawn By: CLC
			Scale: 1"=80'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND LAND SURVEYING

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

SHEET 1 OF 1

P:\Active Projects\Bowman Development Group\Camden Subdivision 20135\Surveying\Drawings\Record Plats\Annexation\20135-ANNEX.dwg, 1/17/2023 5:01:26 PM, DWG To PDF.pc3

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

a. The petition contains an adequate property description of the area proposed for annexation.
b. The area described in the petition is contiguous to the Town of Huntersville primary corporate limits, as defined by G.S. 160A-31.
c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a contiguous area pursuant to NCGS §160A-31.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 22nd day of March, 2023.

Janet Pierson

Janet Pierson, Town Clerk

Town of Huntersville
NORTH CAROLINA

PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. The area to be annexed is (contiguous) non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

   SKETCH PLAN APPROVAL (EPM # 387751-APPROVED 10/03/2018), AND

   PRELIMINARY PLAN APPROVAL (EPM# 419250-APPROVED 10/07/2021)

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

   PID 01124104B

CAMDEN BOWMAN, LLC
Property Owner(s)

13815 CINNABAR PLACE, HUNTERSVILLE, NC 28078
Address of Property Owner(s)

704-875-9704
Telephone Number

NATEBOWMAN15@GMAIL.COM
E-mail address

Signature of Property Owner

9/7/22
Date

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31

(Camden Property)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the Town Hall at 6:00 p.m. on the 3rd day of April 2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

_____

Mayor

Town of Huntersville, North Carolina

ATTEST:

_____

Town Clerk

Exhibit A: Camden Property Metes & Bounds.

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Land of
Camden Bowman, LLC
Mecklenburg County Parcel #01124104B
Annexation Description

Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;

Thence, turning and running with said "Mason" property on the same course of N22°02'08"E 1,271.32' (passing an existing #4 rebar at 1,231.32') to a computed point near the center of Ramah Creek, said point being the southerly line of land now or formerly of T.M. Westmoreland Family L.P. (Deed Bk-10160, Pg-527);

Thence, turning and running with said "Westmoreland" property S83°18'56"E 299.48' to a computed point near the center of Ramah Creek;

Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);

Thence, turning with said "Blackwood Knoll" property S06°19'14"E 1,123.10' to an existing #4 rebar, a common corner of land now or formerly of Vigneswaran and Anushya Velayuthan (Deed Bk-28644, Pg-956), said point being located N73°23'40"W 115.32' of an existing #4 rebar;

Thence, turning and running with said "Velayuthan" property the following two (2) courses and distances:

1. N77°42'39"W 5.42' to an existing #4 rebar;
2. S41°01'34"W 270.00' to an existing #4 rebar, a common corner of land now or formerly of Wayne and Gladys Bowman (Deed Bk-21741, Pg-286);

Thence, turning and running with said "Bowman" property N47°11'04"W 90.06' to an existing #4 rebar, common corner of land now or formerly of Brandon Jentz (Deed Bk-28420, Pg-178);

Thence, turning and running with said "Jentz" property the following two (2) courses and distances:

1. N47°11'15"W 90.13' to an existing #4 rebar;
2. S41°01'19"W 241.26' to an existing #4 rebar on the northerly margin of McCord Road;

Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances:

1. S45°44'23"E 19.55' to computed point;
2. With the arc of a curve to the left, having a radius of 3,270.99', an arc length of 160.62' with a chord bearing S47°19'29"E 160.60' to a computed point;

Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances:

1. S41°01'55"W 29.91' to computed point;
2. With the arc of a curve to the right, having a radius of 3,300.90', an arc length of 162.14' with a chord bearing N47°19'28"W 162.12' to a computed point;

3. N45°55’02”W 337.79’ to a computed point;
4. N46°07’46”W 137.88’ a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;

Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances:

1. N43°52’14”E 35.41’ to a computed point;
2. With the arc of a curve to the right, having a radius of 30.00’, an arc length of 47.21’ with a chord bearing N00’49’57W 42.49’ to a computed point;
3. N44°15’13”E 13.45’ to a computed point;
4. With the arc of a to the left, having a radius of 113.00’, an arc length of 136.62’ with a chord bearing N09°37’00”E 128.45’ to a computed point;
5. N25°01’14”W 67.00’ to a computed point;
6. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N19°58’46”E 28.28’ to a computed point;
7. N64°58’46”E 27.00’ to a computed point;
8. N25°01’14”W 46.00’ to a computed point;
9. S64°58’46”W 27.00’ to a computed point;
10. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N70°01’14”W 28.28’ to a computed point;
11. N25°01’14”W 27.00’ to a computed point;
12. S64°58’46”W 46.00’ to a computed point;
13. S25°01’14”E 180.00’ to a computed point;
14. With the arc of a curve to the right, having a radius of 67.00’, an arc length of 81.00’ with a chord bearing S09°37’00”W 76.16’ to a computed point;
15. S44°15’13”W 13.77’ to a computed point;
16. With the arc of a tangent curve to the right, having a radius of 30.00’, an arc length of 47.03’ with a chord bearing S89°10’03”W 42.36’ to a computed point;
17. S43°52’14”W 35.80’ to a computed point within the margin of McCord Road;

Thence, turning and running within McCord Road the following two (2) courses and distances:

1. N46°07’46”W 144.50’ to a computed point;
2. N78°17’17”W 157.31’ to the Point and Place of Beginning;

Contains 1,406,791 sq. ft. or 33.535 acres more or less.

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
119697	397597	Print Legal Ad-IPL01145850 - IPL0114585		$165.75	3	64 L

Attention: TRACY BARRON

TOWN OF HUNTERSVILLE-PLANNING
PO Box 664

105 Gilead Rd, 3rd Floor

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Camden Properties Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on April 3, 2023 on the question of annexing the following described territory, requested by petition filed pursuant to NCGS 160A-31, to annex to the Town of Huntersville certain contiguous property. The Hearing will be held in person at the Huntersville Town Hall at 101 Huntersville-Concord Rd, Huntersville, NC 28078. You may also watch the Hearing via https://www.facebook.com/HuntersvilleNCTownGovernment. The property subject to the Petition consists of +/- 33.535-acres, (Meck Co. PIN are 01124104) and described as follows documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 23-01)

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:
Land of Camden Bowman, LLC Mecklenburg County Parcel #01124104B Annexation Description
Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;
Thence, turning and running with said "Mason" property on the same course of N22°02'08"E 1,271.32' (passing an existing #4 rebar at 1,231.32') to a computed point near the center of Ramah Creek, said point being the southerly line of land now or formerly of T.M. Westmoreland Family L.P. (Deed Bk-10160, Pg-527);
Thence, turning and running with said "Westmoreland" property S83°18'56"E 299.48' to a computed point near the center of Ramah Creek;
Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);
Thence, turning with said "Blackwood Knoll" property S06°19'14"E 1,123.10' to an existing #4 rebar, a common corner of land now or formerly of Vigneswaran and Anushya Velayuthan (Deed Bk-28644, Pg-956), said point being located N73°23'40"W 115.32' of an existing #4 rebar;
Thence, turning and running with said "Velayuthan" property the following two (2) courses and distances: 1. N77°42'39"W 5.42' to an existing #4 rebar; 2. S41°01'34"W 270.00' to an existing #4 rebar, a common corner of land now or formerly of Wayne and Gladys Bowman (Deed Bk-21741, Pg-286);
Thence, turning and running with said "Bowman" property N47°11'04"W 90.06' to an existing #4 rebar, common corner of land now or formerly of Brandon Jentz (Deed Bk-28420, Pg-178);
Thence, turning and running with said "Jentz" property the following two (2) courses and distances: 1. N47°11'15"W 90.13' to an existing #4 rebar; 2. S41°01'19"W 241.26' to an existing #4 rebar on the northerly margin of McCord Road;
Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances: 1. S45°44'23"E 19.55' to computed point; 2. With the arc of a curve to the left, having a radius of 3,270.99', an arc length of 160.62' with a chord bearing S47°19'29"E 160.60' to a computed point;
Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances: 1. S41°01'55"W 29.91' to computed point; 2. With the arc of a curve to the right, having a radius of 3,300.90', an arc length of 162.14' with a chord bearing N47°19'28"W 162.12' to a computed point; 3. N45°55'02"W 337.79' to a computed point; 4. N46°07'46"W 137.88' a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;
Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances: 1. N43°52'14"E 35.41' to a computed point; 2. With the arc of a curve to the right, having a radius of 30.00', an arc length of 47.21' with a chord bearing N00°49'57W 42.49' to a computed point; 3. N44°15'13"E 13.45' to a computed point; 4. With the arc of a to the left, having a radius of 113.00', an arc length of 136.62' with a chord bearing N09°37'00"E 128.45' to a computed point; 5. N25°01'14"W 67.00' to a computed point; 6. With the arc of a curve to the right, having a radius of 20.00', an arc length of 31.41' with a chord bearing N19°58'46"E 28.28' to a computed point; 7. N64°58'46"E 27.00' to a computed point; 8. N25°01'14"W 46.00' to a computed point; 9. S64°58'46"W 27.00' to a computed point; 10. With the arc of a curve to the right, having a radius of 20.00', an arc length of 31.41' with a chord bearing N70°01'14"W 28.28' to a computed point; 11. N25°01'14"W 27.00' to a computed point; 12. S64°58'46"W 46.00' to a computed point; 13. S25°01'14"E 180.00' to a computed point; 14. With the arc of a curve to the right, having a radius of 67.00', an arc length of 81.00' with a chord bearing S09°37'00"W 76.16' to a computed point; 15. S44°15'13"W 13.77' to a computed point; 16. With the arc of a tangent curve to the right, having a radius of 30.00', an arc length of 47.03' with a chord bearing S89°10'03"W 42.36' to a computed point; 17. S43°52'14"W 35.80' to a computed point within the margin of McCord Road;
Thence, turning and running within McCord Road the following two (2) courses and distances: 1. N46°07'46"W 144.50' to a computed point; 2. N78°17'17"W 157.31' to the Point and Place of Beginning;
Contains 1,406,791 sq. ft. or 33.535 acres more or less.
IPL0114585
Mar 20 2023

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:
03/20/23

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 20th day of March,2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Land of
Camden Bowman, LLC
Mecklenburg County Parcel #01124104B
Annexation Description

Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;

Thence, turning and running with said "Mason" property on the same course of N22°02'08"E 1,271.32' (passing an existing #4 rebar at 1,231.32') to a computed point near the center of Ramah Creek, said point being the southerly line of land now or formerly of T.M. Westmoreland Family L.P. (Deed Bk-10160, Pg-527);

Thence, turning and running with said "Westmoreland" property S83°18'56"E 299.48' to a computed point near the center of Ramah Creek;

Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);

Thence, turning with said "Blackwood Knoll" property S06°19'14"E 1,123.10' to an existing #4 rebar, a common corner of land now or formerly of Vigneswaran and Anushya Velayuthan (Deed Bk-28644, Pg-956), said point being located N73°23'40"W 115.32' of an existing #4 rebar;

Thence, turning and running with said "Velayuthan" property the following two (2) courses and distances:

1. N77°42'39"W 5.42' to an existing #4 rebar;
2. S41°01'34"W 270.00' to an existing #4 rebar, a common corner of land now or formerly of Wayne and Gladys Bowman (Deed Bk-21741, Pg-286);

Thence, turning and running with said "Bowman" property N47°11'04"W 90.06' to an existing #4 rebar, common corner of land now or formerly of Brandon Jentz (Deed Bk-28420, Pg-178);

Thence, turning and running with said "Jentz" property the following two (2) courses and distances:

1. N47°11'15"W 90.13' to an existing #4 rebar;
2. S41°01'19"W 241.26' to an existing #4 rebar on the northerly margin of McCord Road;

Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances:

1. S45°44'23"E 19.55' to computed point;
2. With the arc of a curve to the left, having a radius of 3,270.99', an arc length of 160.62' with a chord bearing S47°19'29"E 160.60' to a computed point;

Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances:

1. S41°01’55”W 29.91’ to computed point;
2. With the arc of a curve to the right, having a radius of 3,300.90’, an arc length of 162.14’ with a chord bearing N47°19’28”W 162.12’ to a computed point;
3. N45°55’02”W 337.79’ to a computed point;
4. N46°07’46”W 137.88’ a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;

Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances:

1. N43°52’14”E 35.41’ to a computed point;
2. With the arc of a curve to the right, having a radius of 30.00’, an arc length of 47.21’ with a chord bearing N00’49’57W 42.49’ to a computed point;
3. N44°15’13”E 13.45’ to a computed point;
4. With the arc of a to the left, having a radius of 113.00’, an arc length of 136.62’ with a chord bearing N09°37’00”E 128.45’ to a computed point;
5. N25°01’14”W 67.00’ to a computed point;
6. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N19°58’46”E 28.28’ to a computed point;
7. N64°58’46”E 27.00’ to a computed point;
8. N25°01’14”W 46.00’ to a computed point;
9. S64°58’46”W 27.00’ to a computed point;
10. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N70°01’14”W 28.28’ to a computed point;
11. N25°01’14”W 27.00’ to a computed point;
12. S64°58’46”W 46.00’ to a computed point;
13. S25°01’14”E 180.00’ to a computed point;
14. With the arc of a curve to the right, having a radius of 67.00’, an arc length of 81.00’ with a chord bearing S09°37’00”W 76.16’ to a computed point;
15. S44°15’13”W 13.77’ to a computed point;
16. With the arc of a tangent curve to the right, having a radius of 30.00’, an arc length of 47.03’ with a chord bearing S89°10’03”W 42.36’ to a computed point;
17. S43°52’14”W 35.80’ to a computed point within the margin of McCord Road;

Thence, turning and running within McCord Road the following two (2) courses and distances:

1. N46°07’46”W 144.50’ to a computed point;
2. N78°17’17”W 157.31’ to the Point and Place of Beginning;

Contains 1,406,791 sq. ft. or 33.535 acres more or less.

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: April 3, 2023

Subject: Conduct a Public Hearing on Petition #ANNEX 23-02

EXPLAIN REQUEST:
Conduct a public hearing on Petition #ANNEX 23-02, a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag B. Patel, to annex 62.593 acres of Parcels 021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88 into the Town of Huntersville.

ACTION RECOMMENDED:
Conduct Public Hearing

FINANCIAL IMPLICATIONS:
N/A

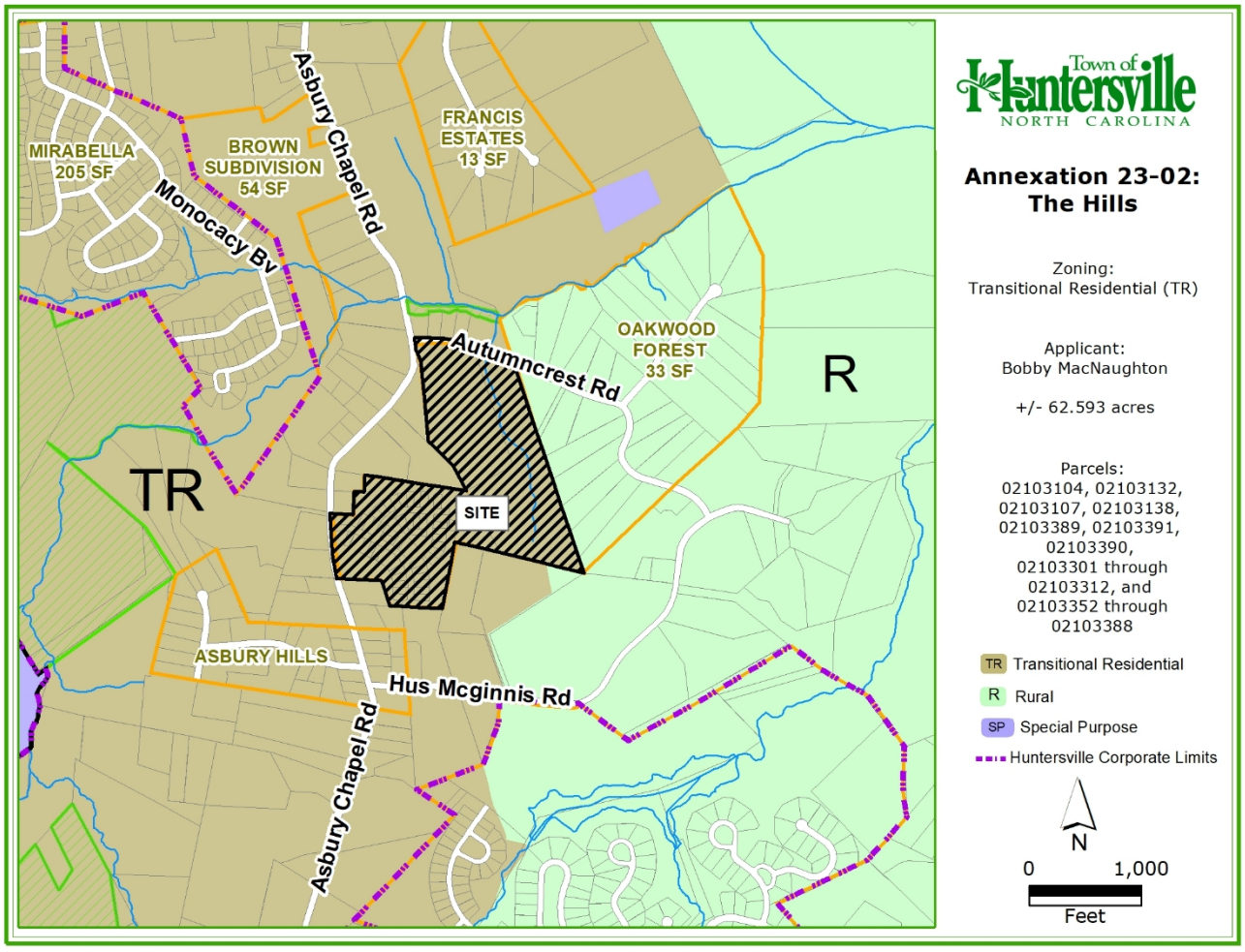
ATTACHMENTS:
1. Annex 23-02 The Hills Staff Report PH
2. Attachment A - Non-Contiguous Annexation Petition
3. Attachment B - Annexation Plat
4. Attachment C - Certificate of Sufficiency
5. Attachment D - Resolution of Intent to Annex
6. Attachment E - Public Hearing Ad
7. Attachment F - Metes & Bounds Description
8. Attachment G - Satellite Percentage Calculations

Annexation Petition # 23-02 (Non-Contiguous)
The Hills Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #23-02 is a request for non-contiguous annexation into the Town of Huntersville of 62.593 acres consisting of one (61) parcel (PIN#021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88).

LOCATION



BACKGROUND

The property owners, KB Home Charlotte LLC, Emily Bice, Richard Carpentieri, Abril Jimenez, Chirag Patel, and Logan Ruffin have filed a petition to consider voluntary non-contiguous annexation (see Exhibit A) pursuant to North Carolina General Statutes Section 160A-58.1; the proposed area to annex is 62.593 acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on February 14, 2023 (see Exhibit A).
- The Town Clerk certified the sufficiency of the petition on March 20, 2023 (see Exhibit C).
- On March 20, 2023, the Board of Commissioners set the date for the public hearing to be held on April 3, 2023.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on March 20, 2023 (see Exhibit E).

All statutory requirements for annexation have been met. Per General Statue 160A-58.1(b) – A noncontiguous area proposed for annexation must meet all of the following standards:

(1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the corporate limits of the annexing city. STAFF COMMENT – the property petitioning for annexation is 0.169 (893') miles from the primary corporate limits of the Town of Huntersville (see Attachment B).

(2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section. STAFF COMMENT – The Annexation is about 1.10 miles from the nearest other primary corporate limits, in this case being Charlotte.

(3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits. STAFF COMMENT – All Town services can be provided to the property in question if annexed into Town.

(4) If the area proposed for annexation, or any part thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. STAFF COMMENT – The entirety of the Hills subdivision is being annexed.

(5) The area within the proposed satellite corporate limits, when added to the area within all other satellite limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. STAFF COMMENT –If this property is added to the Town of Huntersville corporate limits, the percentage of satellite property will be 7.7%, which remains under 10% and complies with this section of the General Statue (see Attachment G).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on April 3, 2023, the voluntary contiguous annexation would also become effective on April 3, 2023.

ATTACHMENTS

Attachment A – Non-Contiguous Annexation Petition
Attachment B – Annexation Plat
Attachment C – Certificate of Sufficiency
Attachment D – Resolution of Intent to Annex
Attachment E - Public Hearing Ad
Attachment F – Metes & Bounds Description
Attachment G—Satellite Percentage Calculations

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL #'s 021-031-04 / 021-031-32 / 021-031-07 / 021-031-38 / 021-033-89 / 021-033-91 / 021-033-90 / 021-033-01 thru 021-033-12 / 021-033-52 thru 021-033-88

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) does not [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved subdivision plan for The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Bobby MacNaughton

Petitioner

Signature of Petitioner

KB Home Charlotte LLC

Property Owner(s)

Signature of Property Owner(s)

2/14/23

Date

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-05

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision PLAN For THE Hills

Petitioner & Owner Information

Richard F Carpenter	Emily K Bice
Petitioner	
[signature]	[signature]
Signature of Petitioner	
Richard F Carpenter	Emily K Bice
Property Owner(s)	
[signature]	[signature]
Signature of Property Owner(s)	
02/10/2023	02/10/2023
Date	

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

NOTICE OF ANNEXATION TO TOWN OF HUNTERSVILLE

PROPERTY ADDRESS: 12328 Rowan Hill Drive, Huntersville, NC 28078

The undersigned, Emily K. Bice and Richard F. Carpentieri (Collectively, "Buyer") do hereby acknowledge that the real property know as 12328 Rowan Hill Drive, Huntersville, NC 28078, as further shown on Exhibit "A" (the "Property") was intended to be annexed into the Town of Huntersville (the "Town") prior to Buyer's purchase of the Property. Buyer desires the property to be annexed into the Town. KB Home Charlotte Inc., ("KB") has agreed to annex the Property and incur the costs associated with the annexation.

Buyer agrees to fully cooperate with KB during the annexation process and provide any documentation, signatures, meeting attendance or any other request from KB to assist in the annexation of the property. Buyer understands that Buyers signature will be required on the Annexation request and plat to be recorded and will sign both promptly when requested. Failure to timely respond to KB may result in a delay in the annexation or failure of the property to be annexed.

Buyer agrees to close on the purchase of the Property while the property is being annexed into the Town. Buyer further understands that Town will not be providing garbage services until the annexation is complete. KB has provided the Buyer with the contact information for a garbage service provider that Buyer may elect to use while waiting for the Town services to become available. All costs and fees associated with the above referenced service provider is the responsibility of Buyer.

Buyer understands their escrow account for payment of taxes is based off the current taxing authorities and will be subject to change once the property is annexed. This may result is shortage of Buyers escrow account for tax payment and Buyer agrees it is their responsibility to remit an additional payment that may be required to cure the shortage in the escrow account.

Buyer further waives any breach of contract by KB due to the lack of annexation to the Town under the KB Purchase Agreement dated January 16, 2023, by and between Buyer and KB (the "Contract"), so long as KB continues to make reasonable efforts to annex the property to the Town. Buyer further fully waives any breach of contract by KB if the property is not annexed to the Town due to the Buyers failure to cooperate with KB.

(Signature Page to Follow)

Buyer has the executed this Notice of Annexation to Town of Huntersville this the 10th day of February 2023.

Emily K. Bice

Richard F. Carpentieri

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for the State and County above listed, do hereby certify that Emily K. Bice and Richard F. Carpentieri personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th of February 2023.

_____
Notary Public

My Commission Expires:

(SEAL)

DocuSign Envelope ID: 6D8CC7EB-459F-4715-BED5-9FF49D6D99AB

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-06

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Abril Jimenez	Chirag B. Patel
Petitioner	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Petitioner	
Abril Jimenez	Chirag B. Patel
Property Owner(s)	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Property Owner(s)	
2/23/2023	2/23/2023
Date	

DocuSign

Certificate Of Completion

Envelope Id: 6D8CC7EB459F4715BED59FF49D6D99AB
Subject: Complete with DocuSign: Annexation Petition (Application 2023).pdf
Source Envelope:
Document Pages: 2
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Audrey Riddick
9102 Southpark Ctr LP Suite 100
Orlando, FL 32819
amriddick@kbhome.com
IP Address: 104.129.205.122

Record Tracking

Status: Original
2/23/2023 9:43:12 AM

Holder: Audrey Riddick
amriddick@kbhome.com

Location: DocuSign

Signer Events	Signature	Timestamp
Abril Jimenez abril.jcolonna@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Abril Jimenez 90F2C3EDBAD5432..	Sent: 2/23/2023 9:51:52 AM Viewed: 2/23/2023 9:52:39 AM Signed: 2/23/2023 9:53:06 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.58.155.156 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 1/17/2023 11:08:31 AM ID: 617ca83f-8e52-423e-b086-524ade0f314a Company Name: KB Home		
Chirag B. Patel patel71985@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:41 AM Signed: 2/23/2023 9:52:59 AM
	Signature Adoption: Pre-selected Style Using IP Address: 166.196.89.85 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/23/2023 9:52:41 AM ID: e70269f1-5995-4244-a100-726e87797b1d Company Name: KB Home		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bobby MacNaughton rmacnaughton@kbhome.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Paula Saunders Stroupe pastroupe@kbhome.com Sales Representative KB Home Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/23/2023 9:51:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2023 9:51:53 AM
Certified Delivered	Security Checked	2/23/2023 9:52:41 AM
Signing Complete	Security Checked	2/23/2023 9:52:59 AM
Completed	Security Checked	2/23/2023 9:53:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES BY BUYER(S) ("E-transaction Agreement") CONSUMER DISCLOSURE

This E-transaction Agreement contains important information that you are entitled to receive before you consent and agree to electronically receive, sign and initial your purchase agreement documents, notices and disclosures related to your home purchase (collectively, "documents, notices and disclosures" from the Seller ("we," "us" or "Company"), and/or its parent company KB Home, its affiliates and subsidiaries.

By checking the "I Agree" box, I consent, agree and confirm that:

1. I am solely responsible for reading all of the electronic purchase agreement documents, notices and disclosures, including, without limitation, all of the information that appears between prompts for electronic initials and signatures; and

2. I have the opportunity to scroll up and down in all of the electronic documents by using the scrolling navigation bar along the right side of the documents; and

3. By clicking "next" to forward to the next electronic initial or signature, the prompt may skip over pages to the next electronic initial or signature, but that I can scroll up or down at any time to review all pages; and

4. I will not claim that I did not know or understand what I was initialing or signing if pages are skipped by clicking "next" to forward to the next electronic initial or signature; and

5. I am not required to use electronic initials and signatures; and

6. If, at any time prior to completion of the electronic signature process, I do not want to utilize electronic initials and signatures, I may cancel the electronic signature process and request that I sign and initial all documents by hand in person; and

7. I am voluntarily choosing to use electronic initials and signatures which will create a binding purchase agreement with Seller.

Buyer(s) acknowledge, understand and accept that Buyer's electronic signatures and initials create a binding purchase agreement with Seller. If you do not want to conduct your purchase transaction by electronic signatures, then exit this program without clicking the 'I Agree' box. If you voluntarily elect to proceed to conduct your purchase transaction by electronic signatures with Seller, please read this E-transaction Agreement carefully, follow the instructions to click the 'I Agree' box, and download, save and/or print a copy of the E-transactions Agreement for your files.

Buyer(s) understand and accept that Buyer(s) are voluntarily agreeing to participate in this E-transaction Agreement during Seller's purchase agreement process. During this process, it is possible that circumstances may arise causing Seller to require Buyer(s) to provide wet signatures on some or all documents, notices and disclosures before closing. If this occurs, Seller will not have any liability to Buyer(s) and will not pay any compensation or consideration to Buyer(s) for any such duplication of signatures or other inconvenience to Buyer(s). From time to time, Seller may provide Buyer(s) ("you") with purchase agreement documents, notices, and disclosures related to your home purchase and we may be provide you with certain written documents, notices or disclosures. State laws, the Uniform Electronic Transaction Act (UETA), and federal law, the Electronic Signatures in Global and National Commerce Act (ESIGN), state that a document or signature cannot be denied legal effect or enforceability solely because it is in electronic form. Both laws allow electronic signatures to be used in real estate transactions. Described below are the terms and conditions for providing you with such documents, notices

and disclosures electronically through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' box.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to electronically sign and receive documents, notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required documents, notices and disclosures only in paper format. How you must inform us of your decision to receive future documents, notices and disclosures in paper format and withdraw your consent to receive documents, notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required documents, notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents, notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper documents, notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required documents, notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required documents, notices and consents electronically from us or to sign electronically documents from us.

Documents, notices and disclosures sent to you electronically may sometimes also require wet signatures

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system required documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any documents, notice or disclosure, we prefer to provide, to the extent possible, the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive the documents, disclosures and notices electronically or in paper format through the paper mail delivery system. However, your consent and agreement does not mean that we are obligated to provide all documents, notices and disclosures to you electronically. We may, in our sole and exclusive discretion, deliver any documents, notices and disclosures to you in paper form should we choose to do so. We may also require that certain communications with you, and certain documents, notices and disclosures be delivered to us in paper form at a specified address. It is also possible that certain third parties involved in the purchase transaction, including but not limited to certain lenders and FHA, VA and USDA loans, may not accept electronic signatures and may require wet signatures

on certain documents, notices and disclosures before closing. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the documents, notices and disclosures electronically from us.

Seller disclaimer of representations, warranties and liability

Seller does not represent or warranty that the DocuSign electronic signature system are or will be error- free. Seller makes no representations or warranties of any kind, whether express, implied in fact or by operation of law, or statutory as to the DocuSign electronic signature system. Seller disclaims all implied warranties of merchantability and fitness for a particular purpose for the DocuSign electronic signature system. Seller expressly disclaims any and all liability arising out of or related to any failures of the DocuSign electronic signature system. If the DocuSign electronic signature system fails in part or in whole, or if Seller discontinues usage of the DocuSign electronic signature system, Buyer(s) understand and accept that Seller may require Buyer(s) to re-execute and provide wet signatures on duplicate purchase agreement documents, notices and disclosures without any compensation or consideration to Buyers.

How to contact KB Home:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive documents, notices and disclosures electronically as follows: To contact us by email send messages to: kbhomes@kbhome.com.

To advise KB Home of your new e-mail address

To let us know of a change in your e-mail address and where we should send documents, notices and disclosures electronically, you must send an email message to us at kbhomes@kbhome.com and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address.

To request paper copies from KB Home

To request delivery from us of paper copies of the documents, notices and disclosures previously provided by us to you electronically, you must send an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with KB Home

To inform us that you no longer want to receive future documents, notices and disclosures in electronic format you may: i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of withdrawing consent for online documents will be that transactions may take a longer time to process.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic documents, notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving documents, notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I Agree' box.

By checking the 'I Agree' box, I consent, agree and confirm that:

• I can access and read this CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES; and

• I can print on paper the disclosure or save or send this E-transaction Agreement to a place where I can download, save and/or print it, for future reference and access; and

• Until or unless I notify Seller as described above, I consent and agree to receive from Seller through electronic means all purchase agreement documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Seller during the course of my relationship with Seller.

I confirm that I have: (a) established an exclusive email address used to authenticate access to, (b) created a password or passcode with, and (c) had my identity validated by authentication through the DocuSign e-signature system on which I am electronically signing this E-transaction Agreement.

My electronic signatures and initials create a binding purchase agreement with Seller when signed pursuant to this E-transaction Agreement.

DocuSign Envelope ID: 63A05EBF-A607-4306-8325-68FCACBF4784

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033.07

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Logan Ruffin

Petitioner

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Petitioner

Logan Ruffin

Property Owner(s)

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Property Owner(s)

2/23/2023

Date

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

* I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 37743, PAGE 698; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 37743, PAGE 698; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600)."

THIS 22 DAY OF February, 2023.

PROFESSIONAL LAND SURVEYOR

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE 2022-____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-MECKLENBURG PLANNING COMMISSION.
THIS_____ DAY OF _____,2023.

TOWN OF HUNTERSVILLE

ATTEST:
JANET PIERSON
TOWN CLERK

_____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

LEGEND

MB – MAP BOOK
PG – PAGE
EOP– EDGE OF PAVEMENT
EOG – EDGE OF GRAVLE
BMAE – BMP MAINTENANCE & ACCESS EASEMENT
CB – CATCH BASIN–
SAN. – SANITARY
FES – FLARED END SECTION
DI – DROP INLET
CO – SEWER CLEAN OUT
MH – MAN HOLE
CMP – CORRUGATED METAL PIPE
RCP – REINFORCED CONCRETE PIPE
HW – HEAD WALL
R/W – RIGHT OF WAY
MECH – MECHANICALS
TELE PED – TELEPHONE PEDESTAL
CAB PED – CABLE PEDESTAL
UG – UNDERGROUND
COMM – COMMUNICATIONS CABLE
ELEC – ELECTRIC
FO – FIBER OPTIC
VLT – VAULT
EXT. – EXISTING
PROP. – PROPOSED
OHE – OVERHEAD ELECTRIC
CONC – CONCRETE
D.O.T. – DEPARTMENT OF TRANSPORTATION
STE – 35'X35' SIGHT TRIANGLE EASEMENT
STE2 – 10'X70' SIGHT TRIANGLE EASEMENT

AREA CALCULATED BY COORDINATE METHOD
NO NCGS TRAVERSE STATION WITHIN 2000'.
THIS PROPERTY MAY BE SUBJECT TO WETLAND RESTRICTIONS.
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED.
THIS PROPERTY IS SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED AT TIME OF SURVEY WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
THIS PROPERTY DOES NOT LIE WITHIN IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM PANEL 3710466000K, DATED 11/16/2018.
THE SOLE PURPOSE OF THIS MAP IS TO ANNEX 62.593 ACRES TO THE TOWN OF HUNTERSVILLE.

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE–MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

OWNER(S) DATES

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE–MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

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OWNER(S) DATES

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE–MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

OWNER(S) DATES

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.74	N09°22'23"W
L2	48.69	N07°47'59"W
L3	49.56	N06°16'04"W
L4	49.83	N05°51'08"W
L5	49.84	N05°24'28"W
L6	49.61	N05°07'46"W
L7	45.54	N04°40'20"W
L8	49.31	N03°38'35"W
L9	23.45	N02°12'05"W
L10	25.50	N02°12'05"W
L11	20.41	N00°46'37"W
L12	22.41	N00°45'49"W
L13	4.71	N04°40'20"W
L14	22.22	N07°48'24"W
L15	14.87	N85°57'47"E
L16	63.93	N86°42'17"E
L17	19.62	N86°40'38"E
L18	73.75	N87°06'14"E
L19	48.32	S88°41'04"E
L20	80.83	S84°41'40"E
L21	83.31	S80°12'47"E
L22	47.37	S77°39'25"E
L23	23.60	S77°39'25"E
L24	34.43	S75°30'56"E
L25	18.63	N18°28'20"W
L26	52.41	N18°28'20"W
L27	69.37	S50°28'09"E
L28	14.18	S50°28'09"E
L29	25.47	S85°27'09"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C27	49.10	30.00	43.80	N39°04'42"E	93°46'10"
C28	103.28	915.08	103.23	S85°22'58"E	6°28'01"
C29	96.10	1014.08	96.06	S79°26'06"E	5°25'46"
C30	34.63	187.58	34.58	S71°03'51"E	10°34'35"
C31	50.11	187.58	49.96	S58°07'21"E	15°18'26"
C32	108.23	178.45	106.58	S67°50'44"E	34°44'58"
C39	93.59	984.56	93.55	N12°52'47"W	5°26'46"

REQUIRED CANOPY TREES	
LOT SIZE	REQUIRED NUMBER OF CANOPY TREES
LESS THAN 10,000 SQ.FT.	1 FRONT YARD, 1 REAR YARD
10,000–15,000 SQ.FT.	1 FRONT YARD, 2 REAR YARD
15,001–20,000 SQ. FT.	2 FRONT YARD, 2 REAR YARD
MORE THAN 20,000 SQ.FT.	3 FRONT YARD, 3 REAR YARD

BEARINGS BASED ON NC GRID

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
120 0 60 120 240
1 inch = 120 ft.

SHEET TITLE	PROJECT NO.
NON–CONTIGUOUS ANNEXATION PLAT (62.593 ACRES)	SCALE 1"=120'
	DATE 02/15/22
PROJECT THE HILLS PHASE 1 & 2	DRAWN BY YWH
HUNTERSVILLE TOWNSHIP, MECKLENBURG COUNTY, NC	CHECKED BY JEW
FOR: KB HOME CHARLOTTE LLC, DEED:35855–188	
OWNERS : SEE ABOVE	DRAWING NO. XX–XX
NC Corporate Registration #C–0475	SHT 1 OF 1 SHTS

YARBROUGH-WILLIAMS & HOULE, INC.
Planning ○ Surveying ○ Engineering
(physical) 730 Windsor Oak Court, Charlotte, North Carolina, 28273, 704.556.1990
(mailing) P.O. Box 1198, Pineville, North Carolina, 28134, 704.556.0505(fax)

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Bobby MacNaughton, Emily Bice, Richard Carpentieri, Abril Jimenez, Chirag Patel, and Logan Ruffin for the non-contiguous annexation of certain property known as the Hills Property, and hereby make the following findings:

a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

b) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville;

c) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville;

d) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;

e) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;

f) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Huntersville, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Huntersville.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to NCGS §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 22nd day of March, 2023.

Janet Pierson

Janet Pierson, Town Clerk

Town of Huntersville North Carolina 1873

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL #'s 021-031-04 / 021-031-32 / 021-031-07 / 021-031-38 / 021-033-89 / 021-033-91 / 021-033-90 / 021-033-01 thru 021-033-12 / 021-033-52 thru 021-033-88

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) does not [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved subdivision plan for The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Bobby MacNaughton

Petitioner

Signature of Petitioner

KB Home Charlotte LLC

Property Owner(s)

Signature of Property Owner(s)

2/14/23

Date

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-05

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision PLAN For THE Hills

Petitioner & Owner Information

Richard F Carpenter	Emily K Bice
Petitioner	
[signature]	[signature]
Signature of Petitioner	
Richard F Carpenter	Emily K Bice
Property Owner(s)	
[signature]	[signature]
Signature of Property Owner(s)	
02/10/2023	02/10/2023
Date	

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

NOTICE OF ANNEXATION TO TOWN OF HUNTERSVILLE

PROPERTY ADDRESS: 12328 Rowan Hill Drive, Huntersville, NC 28078

The undersigned, Emily K. Bice and Richard F. Carpentieri (Collectively, "Buyer") do hereby acknowledge that the real property know as 12328 Rowan Hill Drive, Huntersville, NC 28078, as further shown on Exhibit "A" (the "Property") was intended to be annexed into the Town of Huntersville (the "Town") prior to Buyer's purchase of the Property. Buyer desires the property to be annexed into the Town. KB Home Charlotte Inc., ("KB") has agreed to annex the Property and incur the costs associated with the annexation.

Buyer agrees to fully cooperate with KB during the annexation process and provide any documentation, signatures, meeting attendance or any other request from KB to assist in the annexation of the property. Buyer understands that Buyers signature will be required on the Annexation request and plat to be recorded and will sign both promptly when requested. Failure to timely respond to KB may result in a delay in the annexation or failure of the property to be annexed.

Buyer agrees to close on the purchase of the Property while the property is being annexed into the Town. Buyer further understands that Town will not be providing garbage services until the annexation is complete. KB has provided the Buyer with the contact information for a garbage service provider that Buyer may elect to use while waiting for the Town services to become available. All costs and fees associated with the above referenced service provider is the responsibility of Buyer.

Buyer understands their escrow account for payment of taxes is based off the current taxing authorities and will be subject to change once the property is annexed. This may result is shortage of Buyers escrow account for tax payment and Buyer agrees it is their responsibility to remit an additional payment that may be required to cure the shortage in the escrow account.

Buyer further waives any breach of contract by KB due to the lack of annexation to the Town under the KB Purchase Agreement dated January 16, 2023, by and between Buyer and KB (the "Contract"), so long as KB continues to make reasonable efforts to annex the property to the Town. Buyer further fully waives any breach of contract by KB if the property is not annexed to the Town due to the Buyers failure to cooperate with KB.

(Signature Page to Follow)

Buyer has the executed this Notice of Annexation to Town of Huntersville this the 10th day of February 2023.

Emily K. Bice

Richard F. Carpentieri

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for the State and County above listed, do hereby certify that Emily K. Bice and Richard F. Carpentieri personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th of February 2023.

_____
Notary Public

My Commission Expires:

(SEAL)

DocuSign Envelope ID: 6D8CC7EB-459F-4715-BED5-9FF49D6D99AB

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-06

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Abril Jimenez	Chirag B. Patel
Petitioner	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Petitioner	
Abril Jimenez	Chirag B. Patel
Property Owner(s)	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Property Owner(s)	
2/23/2023	2/23/2023
Date	

DocuSign

Certificate Of Completion

Envelope Id: 6D8CC7EB459F4715BED59FF49D6D99AB
Subject: Complete with DocuSign: Annexation Petition (Application 2023).pdf
Source Envelope:
Document Pages: 2
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Audrey Riddick
9102 Southpark Ctr LP Suite 100
Orlando, FL 32819
amriddick@kbhome.com
IP Address: 104.129.205.122

Record Tracking

Status: Original
2/23/2023 9:43:12 AM

Holder: Audrey Riddick
amriddick@kbhome.com

Location: DocuSign

Signer Events	Signature	Timestamp
Abril Jimenez abril.jcolonna@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Abril Jimenez 90F2C3EDBAD5432..	Sent: 2/23/2023 9:51:52 AM Viewed: 2/23/2023 9:52:39 AM Signed: 2/23/2023 9:53:06 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.58.155.156 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 1/17/2023 11:08:31 AM ID: 617ca83f-8e52-423e-b086-524ade0f314a Company Name: KB Home		
Chirag B. Patel patel71985@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:41 AM Signed: 2/23/2023 9:52:59 AM
	Signature Adoption: Pre-selected Style Using IP Address: 166.196.89.85 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/23/2023 9:52:41 AM ID: e70269f1-5995-4244-a100-726e87797b1d Company Name: KB Home		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bobby MacNaughton rmacnaughton@kbhome.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Paula Saunders Stroupe pastroupe@kbhome.com Sales Representative KB Home Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/23/2023 9:51:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2023 9:51:53 AM
Certified Delivered	Security Checked	2/23/2023 9:52:41 AM
Signing Complete	Security Checked	2/23/2023 9:52:59 AM
Completed	Security Checked	2/23/2023 9:53:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES BY BUYER(S) ("E-transaction Agreement") CONSUMER DISCLOSURE

This E-transaction Agreement contains important information that you are entitled to receive before you consent and agree to electronically receive, sign and initial your purchase agreement documents, notices and disclosures related to your home purchase (collectively, "documents, notices and disclosures" from the Seller ("we," "us" or "Company"), and/or its parent company KB Home, its affiliates and subsidiaries.

By checking the "I Agree" box, I consent, agree and confirm that:

1. I am solely responsible for reading all of the electronic purchase agreement documents, notices and disclosures, including, without limitation, all of the information that appears between prompts for electronic initials and signatures; and

2. I have the opportunity to scroll up and down in all of the electronic documents by using the scrolling navigation bar along the right side of the documents; and

3. By clicking "next" to forward to the next electronic initial or signature, the prompt may skip over pages to the next electronic initial or signature, but that I can scroll up or down at any time to review all pages; and

4. I will not claim that I did not know or understand what I was initialing or signing if pages are skipped by clicking "next" to forward to the next electronic initial or signature; and

5. I am not required to use electronic initials and signatures; and

6. If, at any time prior to completion of the electronic signature process, I do not want to utilize electronic initials and signatures, I may cancel the electronic signature process and request that I sign and initial all documents by hand in person; and

7. I am voluntarily choosing to use electronic initials and signatures which will create a binding purchase agreement with Seller.

Buyer(s) acknowledge, understand and accept that Buyer's electronic signatures and initials create a binding purchase agreement with Seller. If you do not want to conduct your purchase transaction by electronic signatures, then exit this program without clicking the 'I Agree' box. If you voluntarily elect to proceed to conduct your purchase transaction by electronic signatures with Seller, please read this E-transaction Agreement carefully, follow the instructions to click the 'I Agree' box, and download, save and/or print a copy of the E-transactions Agreement for your files.

Buyer(s) understand and accept that Buyer(s) are voluntarily agreeing to participate in this E-transaction Agreement during Seller's purchase agreement process. During this process, it is possible that circumstances may arise causing Seller to require Buyer(s) to provide wet signatures on some or all documents, notices and disclosures before closing. If this occurs, Seller will not have any liability to Buyer(s) and will not pay any compensation or consideration to Buyer(s) for any such duplication of signatures or other inconvenience to Buyer(s). From time to time, Seller may provide Buyer(s) ("you") with purchase agreement documents, notices, and disclosures related to your home purchase and we may be provide you with certain written documents, notices or disclosures. State laws, the Uniform Electronic Transaction Act (UETA), and federal law, the Electronic Signatures in Global and National Commerce Act (ESIGN), state that a document or signature cannot be denied legal effect or enforceability solely because it is in electronic form. Both laws allow electronic signatures to be used in real estate transactions. Described below are the terms and conditions for providing you with such documents, notices

and disclosures electronically through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' box.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to electronically sign and receive documents, notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required documents, notices and disclosures only in paper format. How you must inform us of your decision to receive future documents, notices and disclosures in paper format and withdraw your consent to receive documents, notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required documents, notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents, notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper documents, notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required documents, notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required documents, notices and consents electronically from us or to sign electronically documents from us.

Documents, notices and disclosures sent to you electronically may sometimes also require wet signatures

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system required documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any documents, notice or disclosure, we prefer to provide, to the extent possible, the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive the documents, disclosures and notices electronically or in paper format through the paper mail delivery system. However, your consent and agreement does not mean that we are obligated to provide all documents, notices and disclosures to you electronically. We may, in our sole and exclusive discretion, deliver any documents, notices and disclosures to you in paper form should we choose to do so. We may also require that certain communications with you, and certain documents, notices and disclosures be delivered to us in paper form at a specified address. It is also possible that certain third parties involved in the purchase transaction, including but not limited to certain lenders and FHA, VA and USDA loans, may not accept electronic signatures and may require wet signatures

on certain documents, notices and disclosures before closing. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the documents, notices and disclosures electronically from us.

Seller disclaimer of representations, warranties and liability

Seller does not represent or warranty that the DocuSign electronic signature system are or will be error- free. Seller makes no representations or warranties of any kind, whether express, implied in fact or by operation of law, or statutory as to the DocuSign electronic signature system. Seller disclaims all implied warranties of merchantability and fitness for a particular purpose for the DocuSign electronic signature system. Seller expressly disclaims any and all liability arising out of or related to any failures of the DocuSign electronic signature system. If the DocuSign electronic signature system fails in part or in whole, or if Seller discontinues usage of the DocuSign electronic signature system, Buyer(s) understand and accept that Seller may require Buyer(s) to re-execute and provide wet signatures on duplicate purchase agreement documents, notices and disclosures without any compensation or consideration to Buyers.

How to contact KB Home:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive documents, notices and disclosures electronically as follows: To contact us by email send messages to: kbhomes@kbhome.com.

To advise KB Home of your new e-mail address

To let us know of a change in your e-mail address and where we should send documents, notices and disclosures electronically, you must send an email message to us at kbhomes@kbhome.com and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address.

To request paper copies from KB Home

To request delivery from us of paper copies of the documents, notices and disclosures previously provided by us to you electronically, you must send an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with KB Home

To inform us that you no longer want to receive future documents, notices and disclosures in electronic format you may: i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of withdrawing consent for online documents will be that transactions may take a longer time to process.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic documents, notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving documents, notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I Agree' box.

By checking the 'I Agree' box, I consent, agree and confirm that:

• I can access and read this CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES; and

• I can print on paper the disclosure or save or send this E-transaction Agreement to a place where I can download, save and/or print it, for future reference and access; and

• Until or unless I notify Seller as described above, I consent and agree to receive from Seller through electronic means all purchase agreement documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Seller during the course of my relationship with Seller.

I confirm that I have: (a) established an exclusive email address used to authenticate access to, (b) created a password or passcode with, and (c) had my identity validated by authentication through the DocuSign e-signature system on which I am electronically signing this E-transaction Agreement.

My electronic signatures and initials create a binding purchase agreement with Seller when signed pursuant to this E-transaction Agreement.

DocuSign Envelope ID: 63A05EBF-A607-4306-8325-68FCACBF4784

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033.07

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Logan Ruffin

Petitioner

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Petitioner

Logan Ruffin

Property Owner(s)

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Property Owner(s)

2/23/2023

Date

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2

(The Hills Property)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the Town Hall at 6:00 p.m. on the __th day of _____2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

_____

Mayor

Town of Huntersville, North Carolina

ATTEST:

_____

Town Clerk

Exhibit A: The Hills Property Metes & Bounds.

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

County Tax Parcel #021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88

Non- Contiguous Annexation Area – 62.593 Acres
All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office.
Thence from said Axle Found 2 calls with the Thomas and Boyd Dimmock property; 1)N27-47-20W 257.06' to a point; 2) N45-38-49W 303.00' to a point, the southeast corner of the Brian O. Nappier property as shown in Deed 9006-556 and recorded in the Mecklenburg County register of Deeds Office; Thence with the eastern line of the Brian O. Nappier property N06-09-38W 707.64' to a point, the southeast corner of the Robert W. Gurley property as shown in Deed: 9006-556; Thence with the Gurley property N17-51-53W 230.09' to a point, the southwest corner of the KB Home Charlotte, LLC property as shown in Deed:35855-188 and recorded in the Mecklenburg County register of Deeds Office, said point being in Autumncrest Road; Thence running in Autumncrest Road 13 calls; 1) S88-36-58E 233.87' to a point; 2) with the arc of a curve to the right having a radius of 915.08' an arc length of 103.28' (subtended by chord S85-22-58E 103.23') to a point; 3) S82-08-58E 100.00' to a point; 4) with the arc of a curve to the right having a radius of 1014.08 and an arc length of 96.10' (subtended by chord S79-26-06E 96.06') to a point; 5) S18-28-20E 52.41' to a point; 6)S18-28-20E 18.63' to a point; 7) S76-21-09E 108.38' to a point; 8) with the arc of a curve to the right having a radius of 187.58' and an arc length of 34.63' (subtended by chord S71-03-51E 34.58') to a point; 9) with the arc of a curve to the right having a radius of 187.58' and an arc length of 50.11' (subtended by chord S58-07-21E 49.96') to a point; 10) S50-28-09E 69.37' to a point; 11)S50-28-09E 14.18' to a point; 12) with the arc of a curve to the left having a radius of 178.45' and an arc length of 108.23' (subtended by chord S67-50-44E 106.58') to a point; 13) S85-27-09E 25.47' to a point, the northwestern corner of the Eric C. and Stacia M. Hamilton property as shown in Deed:30494-583 and recorded in the Mecklenburg County Register of Deeds Office, said point also being the northeast corner of the KB Home Charlotte LLC property; Thence 5 calls with the eastern line of the KB Home Charlotte LLC property; 1) S18-30-02E 765.13' to a point; 2) S18-15-50E 255.30' to a point; 3) S18-26-06E 254.82' to a point; 4) S19-32-29E 462.39' to a point; 5) S20-44-24E 140.12' to a point, the southeast corner of the KB Home Charlotte LLC property and the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N79-29-34W 766.90' to a point; Thence N77-15-29W 152.63' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:34765-755 and recorded in the Mecklenburg County Register of Deeds Office; Thence N77-28-43W 250.55' to a point, Thence S10-28-06W 159.34' to a point; Thence S10-18-04W 447.60' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W 472.00' to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50' to a point; 2) N86-50-56W 400.00' to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23' to a point; 2) N05-37-23E 18.67' to a point; 3) N04-15-16W 261.50' to a point; 4) N04-15-16W 41.15' to a point; 5) N07-22-36W 29.61' to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03' to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property

N01-50-31E 208.96’ to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05’ to a point; 2) N01-49-00E 152.23’ to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62’ to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
119697	397600	Print Legal Ad-IPL01145890 - IPL0114589		$150.45	3	58 L

Attention: TRACY BARRON

TOWN OF HUNTERSVILLE-PLANNING
PO Box 664

105 Gilead Rd, 3rd Floor

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(The Hills Properties Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on April 3, 2023 on the question of annexing the following described territory, requested by petition filed pursuant to NCGS 160A-58.2, to annex to the Town of Huntersville certain contiguous property. The Hearing will be held in person at the Huntersville Town Hall at 101 Huntersville-Concord Rd, Huntersville, NC 28078. You may also watch the Hearing via https://www.facebook.com/HuntersvilleNCTownGovernment. The property subject to the Petition consists of +/- 62.593-acres, (Meck Co. PIN are #021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88) and described as follows documents are on file in the Huntersville Planning Dept.:

LEGAL DESCRIPTION (ANNEX 23-02)

All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office. Thence from said Axle Found 2 calls with the Thomas and Boyd Dimmock property; 1)N27-47-20W 257.06' to a point; 2) N45-38-49W 303.00' to a point, the southeast corner of the Brian O. Nappier property as shown in Deed 9006-556 and recorded in the Mecklenburg County register of Deeds Office; Thence with the eastern line of the Brian O. Nappier property N06-09-38W 707.64' to a point, the southeast corner of the Robert W. Gurley property as shown in Deed: 9006-556; Thence with the Gurley property N17-51-53W 230.09' to a point, the southwest corner of the KB Home Charlotte, LLC property as shown in Deed:35855-188 and recorded in the Mecklenburg County register of Deeds Office, said point being in Autumncrest Road; Thence running in Autumncrest Road 13 calls; 1) S88-36-58E 233.87' to a point; 2) with the arc of a curve to the right having a radius of 915.08' an arc length of 103.28' (subtended by chord S85-22-58E 103.23') to a point; 3) S82-08-58E 100.00' to a point; 4) with the arc of a curve to the right having a radius of 1014.08 and an arc length of 96.10' (subtended by chord S79-26-06E 96.06') to a point; 5) S18-28-20E 52.41' to a point; 6)S18-28-20E 18.63' to a point; 7) S76-21-09E 108.38' to a point; 8) with the arc of a curve to the right having a radius of 187.58' and an arc length of 34.63' (subtended by chord S71-03-51E 34.58') to a point; 9) with the arc of a curve to the right having a radius of 187.58' and an arc length of 50.11' (subtended by chord S58-07-21E 49.96') to a point; 10) S50-28-09E 69.37' to a point; 11) S50-28-09E 14.18' to a point; 12) with the arc of a curve to the left having a radius of 178.45' and an arc length of 108.23' (subtended by chord S67-50-44E 106.58') to a point; 13) S85-27-09E 25.47' to a point, the northwestern corner of the Eric C. and Stacia M. Hamilton property as shown in Deed:30494-583 and recorded in the Mecklenburg County Register of Deeds Office, said point also being the northeast corner of the KB Home Charlotte LLC property; Thence 5 calls with the eastern line of the KB Home Charlotte LLC property; 1) S18-30-02E 765.13' to a point; 2) S18-15-50E 255.30' to a point; 3) S18-26-06E 254.82' to a point; 4) S19-32-29E 462.39' to a point; 5) S20-44-24E 140.12' to a point, the southeast corner of the KB Home Charlotte LLC property and the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N79-29-34W 766.90' to a point; Thence N77-15-29W 152.63' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:34765-755 and recorded in the Mecklenburg County Register of Deeds Office; Thence N77-28-43W 250.55' to a point, Thence S10-28-06W 159.34' to a point; Thence S10-18-04W 447.60' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W 472.00' to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50' to a point; 2) N86-50-56W 400.00' to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23' to a point; 2) N05-37-23E 18.67' to a point; 3) N04-15-16W 261.50' to a point; 4) N04-15-16W 41.15' to a point; 5) N07-22-36W 29.61' to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03' to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property N01-50-31E 208.96' to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05' to a point; 2) N01-49-00E 152.23' to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62' to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres
IPL0114589
Mar 20 2023

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:
03/20/23

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 20th day of March,2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Non- Contiguous Annexation Area – 62.593 Acres

All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office.

Thence from said Axle Found 2 calls with the Thomas and Boyd Dimmock property; 1)N27-47-20W 257.06' to a point; 2) N45-38-49W 303.00' to a point, the southeast corner of the Brian O. Nappier property as shown in Deed 9006-556 and recorded in the Mecklenburg County register of Deeds Office; Thence with the eastern line of the Brian O. Nappier property N06-09-38W 707.64' to a point, the southeast corner of the Robert W. Gurley property as shown in Deed: 9006-556; Thence with the Gurley property N17-51-53W 230.09' to a point, the southwest corner of the KB Home Charlotte, LLC property as shown in Deed:35855-188 and recorded in the Mecklenburg County register of Deeds Office, said point being in Autumncrest Road; Thence running in Autumncrest Road 13 calls; 1) S88-36-58E 233.87' to a point; 2) with the arc of a curve to the right having a radius of 915.08' an arc length of 103.28' (subtended by chord S85-22-58E 103.23') to a point; 3) S82-08-58E 100.00' to a point; 4) with the arc of a curve to the right having a radius of 1014.08 and an arc length of 96.10' (subtended by chord S79-26-06E 96.06') to a point; 5) S18-28-20E 52.41' to a point; 6)S18-28-20E 18.63' to a point; 7) S76-21-09E 108.38' to a point; 8) with the arc of a curve to the right having a radius of 187.58' and an arc length of 34.63' (subtended by chord S71-03-51E 34.58') to a point; 9) with the arc of a curve to the right having a radius of 187.58' and an arc length of 50.11' (subtended by chord S58-07-21E 49.96') to a point; 10) S50-28-09E 69.37' to a point; 11)S50-28-09E 14.18' to a point; 12) with the arc of a curve to the left having a radius of 178.45' and an arc length of 108.23' (subtended by chord S67-50-44E 106.58') to a point; 13) S85-27-09E 25.47' to a point, the northwestern corner of the Eric C. and Stacia M. Hamilton property as shown in Deed:30494-583 and recorded in the Mecklenburg County Register of Deeds Office, said point also being the northeast corner of the KB Home Charlotte LLC property; Thence 5 calls with the eastern line of the KB Home Charlotte LLC property; 1) S18-30-02E 765.13' to a point; 2) S18-15-50E 255.30' to a point; 3) S18-26-06E 254.82' to a point; 4) S19-32-29E 462.39' to a point; 5) S20-44-24E 140.12' to a point, the southeast corner of the KB Home Charlotte LLC property and the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N79-29-34W 766.90' to a point; Thence N77-15-29W 152.63' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:34765-755 and recorded in the Mecklenburg County Register of Deeds Office; Thence N77-28-43W 250.55' to a point, Thence S10-28-06W 159.34' to a point; Thence S10-18-04W 447.60' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W

472.00’ to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50’ to a point; 2) N86-50-56W 400.00’ to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23’ to a point; 2) N05-37-23E 18.67’ to a point; 3) N04-15-16W 261.50’ to a point; 4) N04-15-16W 41.15’ to a point; 5) N07-22-36W 29.61’ to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03’ to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property N01-50-31E 208.96’ to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05’ to a point; 2) N01-49-00E 152.23’ to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62’ to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres

RE: Annexation 23-02

Frances Tucker <ftucker@huntersville.org>
Tue 3/7/2023 12:45 PM
To: Nathan Farber <nfarber@huntersville.org>

Hi Nathan,

It appears this annexation once added to the other satellite annexations, will NOT exceed 10% of the contiguous area of our Corporate Limits. Below is my math if you need it for reference:

Current Contiguous Limits: 42.49 sq mi
Current Satellite Limits: ~3.1750 sq mi
A23-02: 62.593 acres (per the annexation plat) = 0.09780 sq mi

3.1750 sq mi (satellite) + 0.09780 sq mi (A23-02) = 3.2728 sq mi

3.2728 sq mi / 42.49 sq mi = 0.07702 = **7.7%**

I'll get started on making a zoning map for you for this project, but as far as I remember we don't do APO lists or mailings or signs for Annexations so you shouldn't need those. But, if there's anything else you do need, just let me know!

Frances Tucker, MA
GIS Coordinator | Town of Huntersville
105 Gilead Road | Third Floor
P.O. Box 664 | Huntersville, North Carolina 28070
PH: 704-766-2210 | FX: 704-992-5528
Email: ftucker@huntersville.org
Web: www.huntersville.org

Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from this address may be considered public record under the North Carolina Public Records Law and may be disclosed to third parties.

From: Nathan Farber <nfarber@huntersville.org>
Sent: Wednesday, February 22, 2023 4:18 PM
To: Frances Tucker <ftucker@huntersville.org>
Subject: Annexation 23-02

Frances,

I have added a folder for a new Annexation. This one is a non-contiguous annexation and will need verification showing that the area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Huntersville, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Huntersville.

M:\PLANNING\Annexations\2023\ANNEX 23-02 The Hills

Let me know if you have any questions!

Thanks!

Nathan Farber
Planner I | Town of Huntersville
105 Gilead Road | Third Floor
P.O. Box 664 | Huntersville, North Carolina 28070
(704) 766-2237
www.huntersville.org

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: April 3, 2023

Subject: Petition #ANNEX 23-02

EXPLAIN REQUEST:
Consider Petition #ANNEX 23-02, a request by Bobby MacNaughton, Richard Carpentieri, Emily Bice, Logan Ruffin, Abril Jimenez, and Chirag B. Patel to annex 62.593 acres of Parcels 021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88 into the Town of Huntersville.

ACTION RECOMMENDED:
Consider Decision

FINANCIAL IMPLICATIONS:

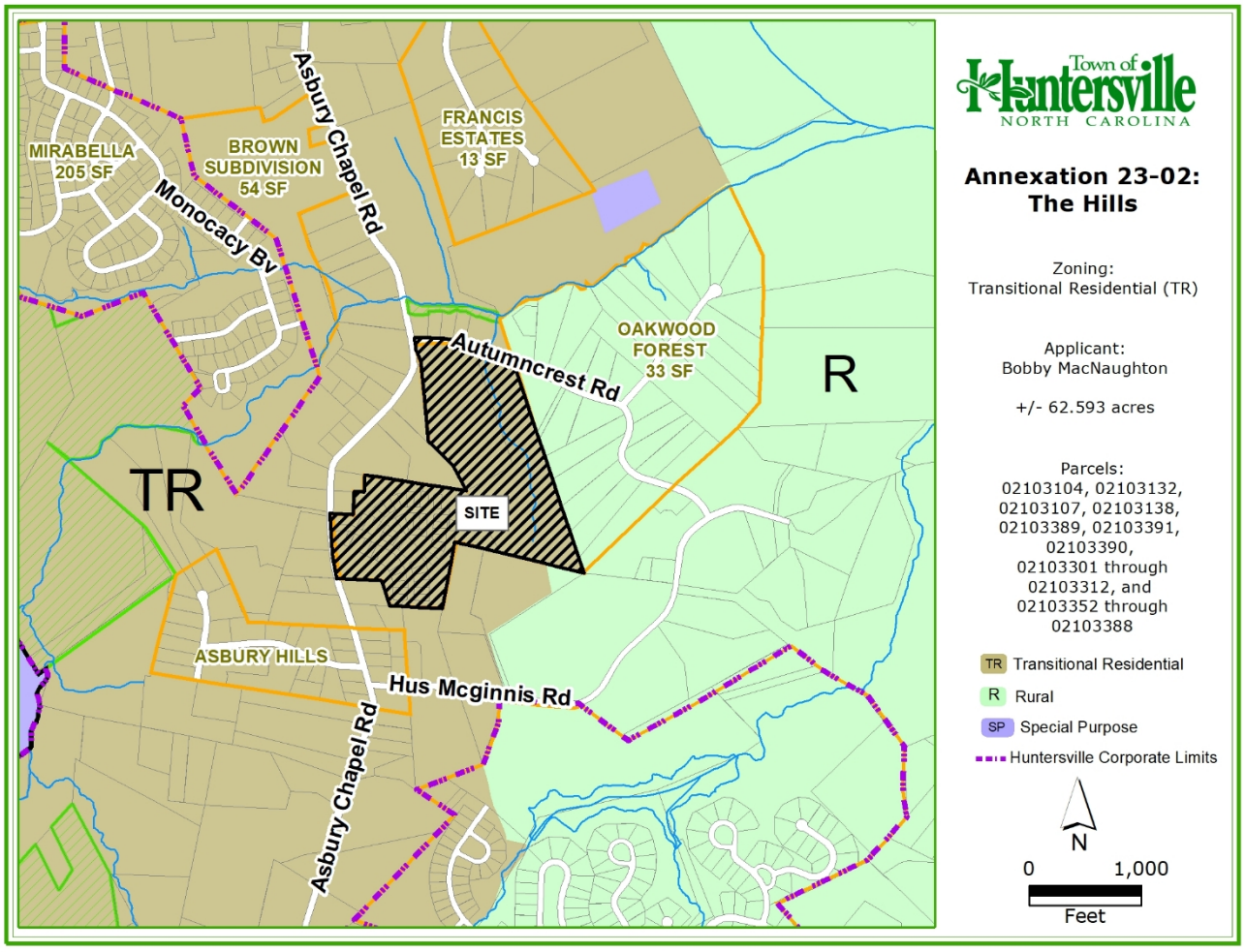
ATTACHMENTS:
1. Annex 23-02 The Hills Staff Report TB
2. Attachment A - Non-Contiguous Annexation Petition
3. Attachment B - Annexation Plat
4. Attachment C - Certificate of Sufficiency
5. Attachment D - Resolution of Intent to Annex
6. Attachment E - Public Hearing Ad
7. Attachment F - Metes & Bounds Description
8. Attachment G - Satellite Percentage Calculations
9. Ordinance

Annexation Petition # 23-02 (Non-Contiguous)
The Hills Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #23-02 is a request for non-contiguous annexation into the Town of Huntersville of 62.593 acres consisting of one (61) parcel (PIN#021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88).

LOCATION



BACKGROUND

The property owners, KB Home Charlotte LLC, Emily Bice, Richard Carpentieri, Abril Jimenez, Chirag Patel, and Logan Ruffin have filed a petition to consider voluntary non-contiguous annexation (see Exhibit A) pursuant to North Carolina General Statutes Section 160A-58.1; the proposed area to annex is 62.593 acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on February 14, 2023 (see Exhibit A).
- The Town Clerk certified the sufficiency of the petition on March 20, 2023 (see Exhibit C).
- On March 20, 2023, the Board of Commissioners set the date for the public hearing to be held on April 3, 2023.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on March 20, 2023 (see Exhibit E).

All statutory requirements for annexation have been met. Per General Statue 160A-58.1(b) – A noncontiguous area proposed for annexation must meet all of the following standards:

(1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the corporate limits of the annexing city. STAFF COMMENT – the property petitioning for annexation is 0.169 (893') miles from the primary corporate limits of the Town of Huntersville (see Attachment B).

(2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section. STAFF COMMENT – The Annexation is about 1.10 miles from the nearest other primary corporate limits, in this case being Charlotte.

(3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits. STAFF COMMENT – All Town services can be provided to the property in question if annexed into Town.

(4) If the area proposed for annexation, or any part thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. STAFF COMMENT – The entirety of the Hills subdivision is being annexed.

(5) The area within the proposed satellite corporate limits, when added to the area within all other satellite limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. STAFF COMMENT –If this property is added to the Town of Huntersville corporate limits, the percentage of satellite property will be 7.7%, which remains under 10% and complies with this section of the General Statue (see Attachment G).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on April 3, 2023, the voluntary contiguous annexation would also become effective on April 3, 2023.

ATTACHMENTS

Attachment A – Non-Contiguous Annexation Petition
Attachment B – Annexation Plat
Attachment C – Certificate of Sufficiency
Attachment D – Resolution of Intent to Annex
Attachment E - Public Hearing Ad
Attachment F – Metes & Bounds Description
Attachment G—Satellite Percentage Calculations

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL #'s 021-031-04 / 021-031-32 / 021-031-07 / 021-031-38 / 021-033-89 / 021-033-91 / 021-033-90 / 021-033-01 thru 021-033-12 / 021-033-52 thru 021-033-88

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) does not [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved subdivision plan for The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Bobby MacNaughton

Petitioner

Signature of Petitioner

KB Home Charlotte LLC

Property Owner(s)

Signature of Property Owner(s)

2/14/23

Date

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-05

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision PLAN For THE Hills

Petitioner & Owner Information

Richard F Carpenter	Emily K Bice
Petitioner	
[signature]	[signature]
Signature of Petitioner	
Richard F Carpenter	Emily K Bice
Property Owner(s)	
[signature]	[signature]
Signature of Property Owner(s)	
02/10/2023	02/10/2023
Date	

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

NOTICE OF ANNEXATION TO TOWN OF HUNTERSVILLE

PROPERTY ADDRESS: 12328 Rowan Hill Drive, Huntersville, NC 28078

The undersigned, Emily K. Bice and Richard F. Carpentieri (Collectively, "Buyer") do hereby acknowledge that the real property know as 12328 Rowan Hill Drive, Huntersville, NC 28078, as further shown on Exhibit "A" (the "Property") was intended to be annexed into the Town of Huntersville (the "Town") prior to Buyer's purchase of the Property. Buyer desires the property to be annexed into the Town. KB Home Charlotte Inc., ("KB") has agreed to annex the Property and incur the costs associated with the annexation.

Buyer agrees to fully cooperate with KB during the annexation process and provide any documentation, signatures, meeting attendance or any other request from KB to assist in the annexation of the property. Buyer understands that Buyers signature will be required on the Annexation request and plat to be recorded and will sign both promptly when requested. Failure to timely respond to KB may result in a delay in the annexation or failure of the property to be annexed.

Buyer agrees to close on the purchase of the Property while the property is being annexed into the Town. Buyer further understands that Town will not be providing garbage services until the annexation is complete. KB has provided the Buyer with the contact information for a garbage service provider that Buyer may elect to use while waiting for the Town services to become available. All costs and fees associated with the above referenced service provider is the responsibility of Buyer.

Buyer understands their escrow account for payment of taxes is based off the current taxing authorities and will be subject to change once the property is annexed. This may result is shortage of Buyers escrow account for tax payment and Buyer agrees it is their responsibility to remit an additional payment that may be required to cure the shortage in the escrow account.

Buyer further waives any breach of contract by KB due to the lack of annexation to the Town under the KB Purchase Agreement dated January 16, 2023, by and between Buyer and KB (the "Contract"), so long as KB continues to make reasonable efforts to annex the property to the Town. Buyer further fully waives any breach of contract by KB if the property is not annexed to the Town due to the Buyers failure to cooperate with KB.

(Signature Page to Follow)

Buyer has the executed this Notice of Annexation to Town of Huntersville this the 10th day of February 2023.

Emily K. Bice

Richard F. Carpentieri

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for the State and County above listed, do hereby certify that Emily K. Bice and Richard F. Carpentieri personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th of February 2023.

_____
Notary Public

My Commission Expires:

(SEAL)

DocuSign Envelope ID: 6D8CC7EB-459F-4715-BED5-9FF49D6D99AB

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-06

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Abril Jimenez	Chirag B. Patel
Petitioner	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Petitioner	
Abril Jimenez	Chirag B. Patel
Property Owner(s)	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Property Owner(s)	
2/23/2023	2/23/2023
Date	

DocuSign

Certificate Of Completion

Envelope Id: 6D8CC7EB459F4715BED59FF49D6D99AB
Subject: Complete with DocuSign: Annexation Petition (Application 2023).pdf
Source Envelope:
Document Pages: 2
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Audrey Riddick
9102 Southpark Ctr LP Suite 100
Orlando, FL 32819
amriddick@kbhome.com
IP Address: 104.129.205.122

Record Tracking

Status: Original
2/23/2023 9:43:12 AM

Holder: Audrey Riddick
amriddick@kbhome.com

Location: DocuSign

Signer Events	Signature	Timestamp
Abril Jimenez abril.jcolonna@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Abril Jimenez 90F2C3EDBAD5432..	Sent: 2/23/2023 9:51:52 AM Viewed: 2/23/2023 9:52:39 AM Signed: 2/23/2023 9:53:06 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.58.155.156 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 1/17/2023 11:08:31 AM ID: 617ca83f-8e52-423e-b086-524ade0f314a Company Name: KB Home		
Chirag B. Patel patel71985@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:41 AM Signed: 2/23/2023 9:52:59 AM
	Signature Adoption: Pre-selected Style Using IP Address: 166.196.89.85 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/23/2023 9:52:41 AM ID: e70269f1-5995-4244-a100-726e87797b1d Company Name: KB Home		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bobby MacNaughton rmacnaughton@kbhome.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Paula Saunders Stroupe pastroupe@kbhome.com Sales Representative KB Home Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/23/2023 9:51:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2023 9:51:53 AM
Certified Delivered	Security Checked	2/23/2023 9:52:41 AM
Signing Complete	Security Checked	2/23/2023 9:52:59 AM
Completed	Security Checked	2/23/2023 9:53:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES BY BUYER(S) ("E-transaction Agreement") CONSUMER DISCLOSURE

This E-transaction Agreement contains important information that you are entitled to receive before you consent and agree to electronically receive, sign and initial your purchase agreement documents, notices and disclosures related to your home purchase (collectively, "documents, notices and disclosures" from the Seller ("we," "us" or "Company"), and/or its parent company KB Home, its affiliates and subsidiaries.

By checking the "I Agree" box, I consent, agree and confirm that:

1. I am solely responsible for reading all of the electronic purchase agreement documents, notices and disclosures, including, without limitation, all of the information that appears between prompts for electronic initials and signatures; and

2. I have the opportunity to scroll up and down in all of the electronic documents by using the scrolling navigation bar along the right side of the documents; and

3. By clicking "next" to forward to the next electronic initial or signature, the prompt may skip over pages to the next electronic initial or signature, but that I can scroll up or down at any time to review all pages; and

4. I will not claim that I did not know or understand what I was initialing or signing if pages are skipped by clicking "next" to forward to the next electronic initial or signature; and

5. I am not required to use electronic initials and signatures; and

6. If, at any time prior to completion of the electronic signature process, I do not want to utilize electronic initials and signatures, I may cancel the electronic signature process and request that I sign and initial all documents by hand in person; and

7. I am voluntarily choosing to use electronic initials and signatures which will create a binding purchase agreement with Seller.

Buyer(s) acknowledge, understand and accept that Buyer's electronic signatures and initials create a binding purchase agreement with Seller. If you do not want to conduct your purchase transaction by electronic signatures, then exit this program without clicking the 'I Agree' box. If you voluntarily elect to proceed to conduct your purchase transaction by electronic signatures with Seller, please read this E-transaction Agreement carefully, follow the instructions to click the 'I Agree' box, and download, save and/or print a copy of the E-transactions Agreement for your files.

Buyer(s) understand and accept that Buyer(s) are voluntarily agreeing to participate in this E-transaction Agreement during Seller's purchase agreement process. During this process, it is possible that circumstances may arise causing Seller to require Buyer(s) to provide wet signatures on some or all documents, notices and disclosures before closing. If this occurs, Seller will not have any liability to Buyer(s) and will not pay any compensation or consideration to Buyer(s) for any such duplication of signatures or other inconvenience to Buyer(s). From time to time, Seller may provide Buyer(s) ("you") with purchase agreement documents, notices, and disclosures related to your home purchase and we may be provide you with certain written documents, notices or disclosures. State laws, the Uniform Electronic Transaction Act (UETA), and federal law, the Electronic Signatures in Global and National Commerce Act (ESIGN), state that a document or signature cannot be denied legal effect or enforceability solely because it is in electronic form. Both laws allow electronic signatures to be used in real estate transactions. Described below are the terms and conditions for providing you with such documents, notices

and disclosures electronically through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' box.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to electronically sign and receive documents, notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required documents, notices and disclosures only in paper format. How you must inform us of your decision to receive future documents, notices and disclosures in paper format and withdraw your consent to receive documents, notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required documents, notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents, notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper documents, notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required documents, notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required documents, notices and consents electronically from us or to sign electronically documents from us.

Documents, notices and disclosures sent to you electronically may sometimes also require wet signatures

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system required documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any documents, notice or disclosure, we prefer to provide, to the extent possible, the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive the documents, disclosures and notices electronically or in paper format through the paper mail delivery system. However, your consent and agreement does not mean that we are obligated to provide all documents, notices and disclosures to you electronically. We may, in our sole and exclusive discretion, deliver any documents, notices and disclosures to you in paper form should we choose to do so. We may also require that certain communications with you, and certain documents, notices and disclosures be delivered to us in paper form at a specified address. It is also possible that certain third parties involved in the purchase transaction, including but not limited to certain lenders and FHA, VA and USDA loans, may not accept electronic signatures and may require wet signatures

on certain documents, notices and disclosures before closing. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the documents, notices and disclosures electronically from us.

Seller disclaimer of representations, warranties and liability

Seller does not represent or warranty that the DocuSign electronic signature system are or will be error- free. Seller makes no representations or warranties of any kind, whether express, implied in fact or by operation of law, or statutory as to the DocuSign electronic signature system. Seller disclaims all implied warranties of merchantability and fitness for a particular purpose for the DocuSign electronic signature system. Seller expressly disclaims any and all liability arising out of or related to any failures of the DocuSign electronic signature system. If the DocuSign electronic signature system fails in part or in whole, or if Seller discontinues usage of the DocuSign electronic signature system, Buyer(s) understand and accept that Seller may require Buyer(s) to re-execute and provide wet signatures on duplicate purchase agreement documents, notices and disclosures without any compensation or consideration to Buyers.

How to contact KB Home:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive documents, notices and disclosures electronically as follows: To contact us by email send messages to: kbhomes@kbhome.com.

To advise KB Home of your new e-mail address

To let us know of a change in your e-mail address and where we should send documents, notices and disclosures electronically, you must send an email message to us at kbhomes@kbhome.com and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address.

To request paper copies from KB Home

To request delivery from us of paper copies of the documents, notices and disclosures previously provided by us to you electronically, you must send an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with KB Home

To inform us that you no longer want to receive future documents, notices and disclosures in electronic format you may: i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of withdrawing consent for online documents will be that transactions may take a longer time to process.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic documents, notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving documents, notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I Agree' box.

By checking the 'I Agree' box, I consent, agree and confirm that:

• I can access and read this CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES; and

• I can print on paper the disclosure or save or send this E-transaction Agreement to a place where I can download, save and/or print it, for future reference and access; and

• Until or unless I notify Seller as described above, I consent and agree to receive from Seller through electronic means all purchase agreement documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Seller during the course of my relationship with Seller.

I confirm that I have: (a) established an exclusive email address used to authenticate access to, (b) created a password or passcode with, and (c) had my identity validated by authentication through the DocuSign e-signature system on which I am electronically signing this E-transaction Agreement.

My electronic signatures and initials create a binding purchase agreement with Seller when signed pursuant to this E-transaction Agreement.

DocuSign Envelope ID: 63A05EBF-A607-4306-8325-68FCACBF4784

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033.07

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Logan Ruffin

Petitioner

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Petitioner

Logan Ruffin

Property Owner(s)

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Property Owner(s)

2/23/2023

Date

* I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 37743, PAGE 698; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 37743, PAGE 698; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600)."

THIS 22 DAY OF February, 2023.

PROFESSIONAL LAND SURVEYOR

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE 2022-____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-MECKLENBURG PLANNING COMMISSION.
THIS_____ DAY OF _____,2023.

TOWN OF HUNTERSVILLE

ATTEST:
JANET PIERSON
TOWN CLERK

_____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

LEGEND

MB – MAP BOOK
PG – PAGE
EOP– EDGE OF PAVEMENT
EOG – EDGE OF GRAVLE
BMAE – BMP MAINTENANCE & ACCESS EASEMENT
CB – CATCH BASIN–
SAN. – SANITARY
FES – FLARED END SECTION
DI – DROP INLET
CO – SEWER CLEAN OUT
MH – MAN HOLE
CMP – CORRUGATED METAL PIPE
RCP – REINFORCED CONCRETE PIPE
HW – HEAD WALL
R/W – RIGHT OF WAY
MECH – MECHANICALS
TELE PED – TELEPHONE PEDESTAL
CAB PED – CABLE PEDESTAL
UG – UNDERGROUND
COMM – COMMUNICATIONS CABLE
ELEC – ELECTRIC
FO – FIBER OPTIC
VLT – VAULT
EXT. – EXISTING
PROP. – PROPOSED
OHE – OVERHEAD ELECTRIC
CONC – CONCRETE
D.O.T. – DEPARTMENT OF TRANSPORTATION
STE – 35'X35' SIGHT TRIANGLE EASEMENT
STE2 – 10'X70' SIGHT TRIANGLE EASEMENT

AREA CALCULATED BY COORDINATE METHOD
NO NCGS TRAVERSE STATION WITHIN 2000'.
THIS PROPERTY MAY BE SUBJECT TO WETLAND RESTRICTIONS.
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED.
THIS PROPERTY IS SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED AT TIME OF SURVEY WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
THIS PROPERTY DOES NOT LIE WITHIN IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM PANEL 3710466000K, DATED 11/16/2018.
THE SOLE PURPOSE OF THIS MAP IS TO ANNEX 62.593 ACRES TO THE TOWN OF HUNTERSVILLE.

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE–MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

OWNER(S) DATES

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE–MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

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OWNER(S) DATES

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OWNER(S) DATES

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.74	N09°22'23"W
L2	48.69	N07°47'59"W
L3	49.56	N06°16'04"W
L4	49.83	N05°51'08"W
L5	49.84	N05°24'28"W
L6	49.61	N05°07'46"W
L7	45.54	N04°40'20"W
L8	49.31	N03°38'35"W
L9	23.45	N02°12'05"W
L10	25.50	N02°12'05"W
L11	20.41	N00°46'37"W
L12	22.41	N00°45'49"W
L13	4.71	N04°40'20"W
L14	22.22	N07°48'24"W
L15	14.87	N85°57'47"E
L16	63.93	N86°42'17"E
L17	19.62	N86°40'38"E
L18	73.75	N87°06'14"E
L19	48.32	S88°41'04"E
L20	80.83	S84°41'40"E
L21	83.31	S80°12'47"E
L22	47.37	S77°39'25"E
L23	23.60	S77°39'25"E
L24	34.43	S75°30'56"E
L25	18.63	N18°28'20"W
L26	52.41	N18°28'20"W
L27	69.37	S50°28'09"E
L28	14.18	S50°28'09"E
L29	25.47	S85°27'09"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C27	49.10	30.00	43.80	N39°04'42"E	93°46'10"
C28	103.28	915.08	103.23	S85°22'58"E	6°28'01"
C29	96.10	1014.08	96.06	S79°26'06"E	5°25'46"
C30	34.63	187.58	34.58	S71°03'51"E	10°34'35"
C31	50.11	187.58	49.96	S58°07'21"E	15°18'26"
C32	108.23	178.45	106.58	S67°50'44"E	34°44'58"
C39	93.59	984.56	93.55	N12°52'47"W	5°26'46"

REQUIRED CANOPY TREES	
LOT SIZE	REQUIRED NUMBER OF CANOPY TREES
LESS THAN 10,000 SQ.FT.	1 FRONT YARD, 1 REAR YARD
10,000–15,000 SQ.FT.	1 FRONT YARD, 2 REAR YARD
15,001–20,000 SQ. FT.	2 FRONT YARD, 2 REAR YARD
MORE THAN 20,000 SQ.FT.	3 FRONT YARD, 3 REAR YARD

BEARINGS BASED ON NC GRID

VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
120 0 60 120 240
1 inch = 120 ft.

SHEET TITLE	PROJECT NO.
NON–CONTIGUOUS ANNEXATION PLAT (62.593 ACRES)	SCALE 1"=120'
	DATE 02/15/22
PROJECT THE HILLS PHASE 1 & 2	DRAWN BY YWH
HUNTERSVILLE TOWNSHIP, MECKLENBURG COUNTY, NC	CHECKED BY JEW
FOR: KB HOME CHARLOTTE LLC, DEED:35855–188	
OWNERS : SEE ABOVE	DRAWING NO. XX–XX
NC Corporate Registration #C–0475	SHT 1 OF 1 SHTS

YARBROUGH-WILLIAMS & HOULE, INC.
Planning ○ Surveying ○ Engineering
(physical) 730 Windsor Oak Court, Charlotte, North Carolina, 28273, 704.556.1990
(mailing) P.O. Box 1198, Pineville, North Carolina, 28134, 704.556.0505(fax)

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Bobby MacNaughton, Emily Bice, Richard Carpentieri, Abril Jimenez, Chirag Patel, and Logan Ruffin for the non-contiguous annexation of certain property known as the Hills Property, and hereby make the following findings:

a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

b) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville;

c) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville;

d) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;

e) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;

f) The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Huntersville, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Huntersville.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to NCGS §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 22nd day of March, 2023.

Janet Pierson

Janet Pierson, Town Clerk

Town of Huntersville North Carolina 1873

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL #'s 021-031-04 / 021-031-32 / 021-031-07 / 021-031-38 / 021-033-89 / 021-033-91 / 021-033-90 / 021-033-01 thru 021-033-12 / 021-033-52 thru 021-033-88

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) does not [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved subdivision plan for The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Bobby MacNaughton

Petitioner

Signature of Petitioner

KB Home Charlotte LLC

Property Owner(s)

Signature of Property Owner(s)

2/14/23

Date

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-05

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   ✓(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   ✓(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision PLAN For THE Hills

Petitioner & Owner Information

Richard F Carpenter	Emily K Bice
Petitioner	
[signature]	[signature]
Signature of Petitioner	
Richard F Carpenter	Emily K Bice
Property Owner(s)	
[signature]	[signature]
Signature of Property Owner(s)	
02/10/2023	02/10/2023
Date	

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

NOTICE OF ANNEXATION TO TOWN OF HUNTERSVILLE

PROPERTY ADDRESS: 12328 Rowan Hill Drive, Huntersville, NC 28078

The undersigned, Emily K. Bice and Richard F. Carpentieri (Collectively, "Buyer") do hereby acknowledge that the real property know as 12328 Rowan Hill Drive, Huntersville, NC 28078, as further shown on Exhibit "A" (the "Property") was intended to be annexed into the Town of Huntersville (the "Town") prior to Buyer's purchase of the Property. Buyer desires the property to be annexed into the Town. KB Home Charlotte Inc., ("KB") has agreed to annex the Property and incur the costs associated with the annexation.

Buyer agrees to fully cooperate with KB during the annexation process and provide any documentation, signatures, meeting attendance or any other request from KB to assist in the annexation of the property. Buyer understands that Buyers signature will be required on the Annexation request and plat to be recorded and will sign both promptly when requested. Failure to timely respond to KB may result in a delay in the annexation or failure of the property to be annexed.

Buyer agrees to close on the purchase of the Property while the property is being annexed into the Town. Buyer further understands that Town will not be providing garbage services until the annexation is complete. KB has provided the Buyer with the contact information for a garbage service provider that Buyer may elect to use while waiting for the Town services to become available. All costs and fees associated with the above referenced service provider is the responsibility of Buyer.

Buyer understands their escrow account for payment of taxes is based off the current taxing authorities and will be subject to change once the property is annexed. This may result is shortage of Buyers escrow account for tax payment and Buyer agrees it is their responsibility to remit an additional payment that may be required to cure the shortage in the escrow account.

Buyer further waives any breach of contract by KB due to the lack of annexation to the Town under the KB Purchase Agreement dated January 16, 2023, by and between Buyer and KB (the "Contract"), so long as KB continues to make reasonable efforts to annex the property to the Town. Buyer further fully waives any breach of contract by KB if the property is not annexed to the Town due to the Buyers failure to cooperate with KB.

(Signature Page to Follow)

Buyer has the executed this Notice of Annexation to Town of Huntersville this the 10th day of February 2023.

Emily K. Bice

Richard F. Carpentieri

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for the State and County above listed, do hereby certify that Emily K. Bice and Richard F. Carpentieri personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 10th of February 2023.

_____
Notary Public

My Commission Expires:

(SEAL)

DocuSign Envelope ID: 6D8CC7EB-459F-4715-BED5-9FF49D6D99AB

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033-06

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Abril Jimenez	Chirag B. Patel
Petitioner	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Petitioner	
Abril Jimenez	Chirag B. Patel
Property Owner(s)	
DocuSigned by: Abril Jimenez 90F2C3EDBAD5432...	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...
Signature of Property Owner(s)	
2/23/2023	2/23/2023
Date	

DocuSign

Certificate Of Completion

Envelope Id: 6D8CC7EB459F4715BED59FF49D6D99AB
Subject: Complete with DocuSign: Annexation Petition (Application 2023).pdf
Source Envelope:
Document Pages: 2
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Audrey Riddick
9102 Southpark Ctr LP Suite 100
Orlando, FL 32819
amriddick@kbhome.com
IP Address: 104.129.205.122

Record Tracking

Status: Original
2/23/2023 9:43:12 AM

Holder: Audrey Riddick
amriddick@kbhome.com

Location: DocuSign

Signer Events	Signature	Timestamp
Abril Jimenez abril.jcolonna@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Abril Jimenez 90F2C3EDBAD5432..	Sent: 2/23/2023 9:51:52 AM Viewed: 2/23/2023 9:52:39 AM Signed: 2/23/2023 9:53:06 AM
	Signature Adoption: Pre-selected Style Using IP Address: 172.58.155.156 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 1/17/2023 11:08:31 AM ID: 617ca83f-8e52-423e-b086-524ade0f314a Company Name: KB Home		
Chirag B. Patel patel71985@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Chirag B. Patel FBE82EA53EDA4A2...	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:41 AM Signed: 2/23/2023 9:52:59 AM
	Signature Adoption: Pre-selected Style Using IP Address: 166.196.89.85 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/23/2023 9:52:41 AM ID: e70269f1-5995-4244-a100-726e87797b1d Company Name: KB Home		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bobby MacNaughton rmacnaughton@kbhome.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/23/2023 9:51:53 AM Viewed: 2/23/2023 9:52:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Paula Saunders Stroupe pastroupe@kbhome.com Sales Representative KB Home Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2/23/2023 9:51:53 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/23/2023 9:51:53 AM
Certified Delivered	Security Checked	2/23/2023 9:52:41 AM
Signing Complete	Security Checked	2/23/2023 9:52:59 AM
Completed	Security Checked	2/23/2023 9:53:06 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES BY BUYER(S) ("E-transaction Agreement") CONSUMER DISCLOSURE

This E-transaction Agreement contains important information that you are entitled to receive before you consent and agree to electronically receive, sign and initial your purchase agreement documents, notices and disclosures related to your home purchase (collectively, "documents, notices and disclosures" from the Seller ("we," "us" or "Company"), and/or its parent company KB Home, its affiliates and subsidiaries.

By checking the "I Agree" box, I consent, agree and confirm that:

1. I am solely responsible for reading all of the electronic purchase agreement documents, notices and disclosures, including, without limitation, all of the information that appears between prompts for electronic initials and signatures; and

2. I have the opportunity to scroll up and down in all of the electronic documents by using the scrolling navigation bar along the right side of the documents; and

3. By clicking "next" to forward to the next electronic initial or signature, the prompt may skip over pages to the next electronic initial or signature, but that I can scroll up or down at any time to review all pages; and

4. I will not claim that I did not know or understand what I was initialing or signing if pages are skipped by clicking "next" to forward to the next electronic initial or signature; and

5. I am not required to use electronic initials and signatures; and

6. If, at any time prior to completion of the electronic signature process, I do not want to utilize electronic initials and signatures, I may cancel the electronic signature process and request that I sign and initial all documents by hand in person; and

7. I am voluntarily choosing to use electronic initials and signatures which will create a binding purchase agreement with Seller.

Buyer(s) acknowledge, understand and accept that Buyer's electronic signatures and initials create a binding purchase agreement with Seller. If you do not want to conduct your purchase transaction by electronic signatures, then exit this program without clicking the 'I Agree' box. If you voluntarily elect to proceed to conduct your purchase transaction by electronic signatures with Seller, please read this E-transaction Agreement carefully, follow the instructions to click the 'I Agree' box, and download, save and/or print a copy of the E-transactions Agreement for your files.

Buyer(s) understand and accept that Buyer(s) are voluntarily agreeing to participate in this E-transaction Agreement during Seller's purchase agreement process. During this process, it is possible that circumstances may arise causing Seller to require Buyer(s) to provide wet signatures on some or all documents, notices and disclosures before closing. If this occurs, Seller will not have any liability to Buyer(s) and will not pay any compensation or consideration to Buyer(s) for any such duplication of signatures or other inconvenience to Buyer(s). From time to time, Seller may provide Buyer(s) ("you") with purchase agreement documents, notices, and disclosures related to your home purchase and we may be provide you with certain written documents, notices or disclosures. State laws, the Uniform Electronic Transaction Act (UETA), and federal law, the Electronic Signatures in Global and National Commerce Act (ESIGN), state that a document or signature cannot be denied legal effect or enforceability solely because it is in electronic form. Both laws allow electronic signatures to be used in real estate transactions. Described below are the terms and conditions for providing you with such documents, notices

and disclosures electronically through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' box.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to electronically sign and receive documents, notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required documents, notices and disclosures only in paper format. How you must inform us of your decision to receive future documents, notices and disclosures in paper format and withdraw your consent to receive documents, notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required documents, notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents, notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper documents, notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required documents, notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required documents, notices and consents electronically from us or to sign electronically documents from us.

Documents, notices and disclosures sent to you electronically may sometimes also require wet signatures

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system required documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any documents, notice or disclosure, we prefer to provide, to the extent possible, the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive the documents, disclosures and notices electronically or in paper format through the paper mail delivery system. However, your consent and agreement does not mean that we are obligated to provide all documents, notices and disclosures to you electronically. We may, in our sole and exclusive discretion, deliver any documents, notices and disclosures to you in paper form should we choose to do so. We may also require that certain communications with you, and certain documents, notices and disclosures be delivered to us in paper form at a specified address. It is also possible that certain third parties involved in the purchase transaction, including but not limited to certain lenders and FHA, VA and USDA loans, may not accept electronic signatures and may require wet signatures

on certain documents, notices and disclosures before closing. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the documents, notices and disclosures electronically from us.

Seller disclaimer of representations, warranties and liability

Seller does not represent or warranty that the DocuSign electronic signature system are or will be error- free. Seller makes no representations or warranties of any kind, whether express, implied in fact or by operation of law, or statutory as to the DocuSign electronic signature system. Seller disclaims all implied warranties of merchantability and fitness for a particular purpose for the DocuSign electronic signature system. Seller expressly disclaims any and all liability arising out of or related to any failures of the DocuSign electronic signature system. If the DocuSign electronic signature system fails in part or in whole, or if Seller discontinues usage of the DocuSign electronic signature system, Buyer(s) understand and accept that Seller may require Buyer(s) to re-execute and provide wet signatures on duplicate purchase agreement documents, notices and disclosures without any compensation or consideration to Buyers.

How to contact KB Home:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive documents, notices and disclosures electronically as follows: To contact us by email send messages to: kbhomes@kbhome.com.

To advise KB Home of your new e-mail address

To let us know of a change in your e-mail address and where we should send documents, notices and disclosures electronically, you must send an email message to us at kbhomes@kbhome.com and in the body of such request you must state: your previous e-mail address and your new e-mail address. We do not require any other information from you to change your email address.

To request paper copies from KB Home

To request delivery from us of paper copies of the documents, notices and disclosures previously provided by us to you electronically, you must send an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with KB Home

To inform us that you no longer want to receive future documents, notices and disclosures in electronic format you may: i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kbhomes@kbhome.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of withdrawing consent for online documents will be that transactions may take a longer time to process.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic documents, notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving documents, notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I Agree' box.

By checking the 'I Agree' box, I consent, agree and confirm that:

• I can access and read this CONSENT AND AGREEMENT TO RECEIVE, SIGN AND INITIAL ELECTRONIC PURCHASE AGREEMENT DOCUMENTS, NOTICES AND DISCLOSURES; and

• I can print on paper the disclosure or save or send this E-transaction Agreement to a place where I can download, save and/or print it, for future reference and access; and

• Until or unless I notify Seller as described above, I consent and agree to receive from Seller through electronic means all purchase agreement documents, notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Seller during the course of my relationship with Seller.

I confirm that I have: (a) established an exclusive email address used to authenticate access to, (b) created a password or passcode with, and (c) had my identity validated by authentication through the DocuSign e-signature system on which I am electronically signing this E-transaction Agreement.

My electronic signatures and initials create a binding purchase agreement with Seller when signed pursuant to this E-transaction Agreement.

DocuSign Envelope ID: 63A05EBF-A607-4306-8325-68FCACBF4784

Town of Huntersville
NORTH CAROLINA

Annexation Petition

Petition Requesting Annexation

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. This is a single petition that may be one of multiple petitions by all other owners of land within the tract petitioned for annexation. If this is the case, please include a brief description of the portion of land, as of the date of this petition, owned by the undersigned petitioner (ex. lot number from a recorded plat or tax parcel number).

TAX PARCEL # 021-033.07

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows

Previously Approved Subdivision Plan For The Hills

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

Petitioner & Owner Information

Logan Ruffin

Petitioner

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Petitioner

Logan Ruffin

Property Owner(s)

DocuSigned by:
Logan Ruffin
BA5583C4984C4DE...

Signature of Property Owner(s)

2/23/2023

Date

If 160A-31(b1) applies, please contact staff for the applicable form
Last updated: 01/11/23

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2

(The Hills Property)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the Town Hall at 6:00 p.m. on the __th day of _____2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

_____

Mayor

Town of Huntersville, North Carolina

ATTEST:

_____

Town Clerk

Exhibit A: The Hills Property Metes & Bounds.

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

County Tax Parcel #021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88

Non- Contiguous Annexation Area – 62.593 Acres
All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office.
Thence from said Axle Found 2 calls with the Thomas and Boyd Dimmock property; 1)N27-47-20W 257.06' to a point; 2) N45-38-49W 303.00' to a point, the southeast corner of the Brian O. Nappier property as shown in Deed 9006-556 and recorded in the Mecklenburg County register of Deeds Office; Thence with the eastern line of the Brian O. Nappier property N06-09-38W 707.64' to a point, the southeast corner of the Robert W. Gurley property as shown in Deed: 9006-556; Thence with the Gurley property N17-51-53W 230.09' to a point, the southwest corner of the KB Home Charlotte, LLC property as shown in Deed:35855-188 and recorded in the Mecklenburg County register of Deeds Office, said point being in Autumncrest Road; Thence running in Autumncrest Road 13 calls; 1) S88-36-58E 233.87' to a point; 2) with the arc of a curve to the right having a radius of 915.08' an arc length of 103.28' (subtended by chord S85-22-58E 103.23') to a point; 3) S82-08-58E 100.00' to a point; 4) with the arc of a curve to the right having a radius of 1014.08 and an arc length of 96.10' (subtended by chord S79-26-06E 96.06') to a point; 5) S18-28-20E 52.41' to a point; 6)S18-28-20E 18.63' to a point; 7) S76-21-09E 108.38' to a point; 8) with the arc of a curve to the right having a radius of 187.58' and an arc length of 34.63' (subtended by chord S71-03-51E 34.58') to a point; 9) with the arc of a curve to the right having a radius of 187.58' and an arc length of 50.11' (subtended by chord S58-07-21E 49.96') to a point; 10) S50-28-09E 69.37' to a point; 11)S50-28-09E 14.18' to a point; 12) with the arc of a curve to the left having a radius of 178.45' and an arc length of 108.23' (subtended by chord S67-50-44E 106.58') to a point; 13) S85-27-09E 25.47' to a point, the northwestern corner of the Eric C. and Stacia M. Hamilton property as shown in Deed:30494-583 and recorded in the Mecklenburg County Register of Deeds Office, said point also being the northeast corner of the KB Home Charlotte LLC property; Thence 5 calls with the eastern line of the KB Home Charlotte LLC property; 1) S18-30-02E 765.13' to a point; 2) S18-15-50E 255.30' to a point; 3) S18-26-06E 254.82' to a point; 4) S19-32-29E 462.39' to a point; 5) S20-44-24E 140.12' to a point, the southeast corner of the KB Home Charlotte LLC property and the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N79-29-34W 766.90' to a point; Thence N77-15-29W 152.63' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:34765-755 and recorded in the Mecklenburg County Register of Deeds Office; Thence N77-28-43W 250.55' to a point, Thence S10-28-06W 159.34' to a point; Thence S10-18-04W 447.60' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W 472.00' to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50' to a point; 2) N86-50-56W 400.00' to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23' to a point; 2) N05-37-23E 18.67' to a point; 3) N04-15-16W 261.50' to a point; 4) N04-15-16W 41.15' to a point; 5) N07-22-36W 29.61' to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03' to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property

N01-50-31E 208.96’ to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05’ to a point; 2) N01-49-00E 152.23’ to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62’ to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
119697	397600	Print Legal Ad-IPL01145890 - IPL0114589		$150.45	3	58 L

Attention: TRACY BARRON

TOWN OF HUNTERSVILLE-PLANNING
PO Box 664

105 Gilead Rd, 3rd Floor

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(The Hills Properties Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on April 3, 2023 on the question of annexing the following described territory, requested by petition filed pursuant to NCGS 160A-58.2, to annex to the Town of Huntersville certain contiguous property. The Hearing will be held in person at the Huntersville Town Hall at 101 Huntersville-Concord Rd, Huntersville, NC 28078. You may also watch the Hearing via https://www.facebook.com/HuntersvilleNCTownGovernment. The property subject to the Petition consists of +/- 62.593-acres, (Meck Co. PIN are #021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88) and described as follows documents are on file in the Huntersville Planning Dept.:

LEGAL DESCRIPTION (ANNEX 23-02)

All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office. Thence from said Axle Found 2 calls with the Thomas and Boyd Dimmock property; 1)N27-47-20W 257.06' to a point; 2) N45-38-49W 303.00' to a point, the southeast corner of the Brian O. Nappier property as shown in Deed 9006-556 and recorded in the Mecklenburg County register of Deeds Office; Thence with the eastern line of the Brian O. Nappier property N06-09-38W 707.64' to a point, the southeast corner of the Robert W. Gurley property as shown in Deed: 9006-556; Thence with the Gurley property N17-51-53W 230.09' to a point, the southwest corner of the KB Home Charlotte, LLC property as shown in Deed:35855-188 and recorded in the Mecklenburg County register of Deeds Office, said point being in Autumncrest Road; Thence running in Autumncrest Road 13 calls; 1) S88-36-58E 233.87' to a point; 2) with the arc of a curve to the right having a radius of 915.08' an arc length of 103.28' (subtended by chord S85-22-58E 103.23') to a point; 3) S82-08-58E 100.00' to a point; 4) with the arc of a curve to the right having a radius of 1014.08 and an arc length of 96.10' (subtended by chord S79-26-06E 96.06') to a point; 5) S18-28-20E 52.41' to a point; 6)S18-28-20E 18.63' to a point; 7) S76-21-09E 108.38' to a point; 8) with the arc of a curve to the right having a radius of 187.58' and an arc length of 34.63' (subtended by chord S71-03-51E 34.58') to a point; 9) with the arc of a curve to the right having a radius of 187.58' and an arc length of 50.11' (subtended by chord S58-07-21E 49.96') to a point; 10) S50-28-09E 69.37' to a point; 11) S50-28-09E 14.18' to a point; 12) with the arc of a curve to the left having a radius of 178.45' and an arc length of 108.23' (subtended by chord S67-50-44E 106.58') to a point; 13) S85-27-09E 25.47' to a point, the northwestern corner of the Eric C. and Stacia M. Hamilton property as shown in Deed:30494-583 and recorded in the Mecklenburg County Register of Deeds Office, said point also being the northeast corner of the KB Home Charlotte LLC property; Thence 5 calls with the eastern line of the KB Home Charlotte LLC property; 1) S18-30-02E 765.13' to a point; 2) S18-15-50E 255.30' to a point; 3) S18-26-06E 254.82' to a point; 4) S19-32-29E 462.39' to a point; 5) S20-44-24E 140.12' to a point, the southeast corner of the KB Home Charlotte LLC property and the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N79-29-34W 766.90' to a point; Thence N77-15-29W 152.63' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:34765-755 and recorded in the Mecklenburg County Register of Deeds Office; Thence N77-28-43W 250.55' to a point, Thence S10-28-06W 159.34' to a point; Thence S10-18-04W 447.60' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W 472.00' to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50' to a point; 2) N86-50-56W 400.00' to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23' to a point; 2) N05-37-23E 18.67' to a point; 3) N04-15-16W 261.50' to a point; 4) N04-15-16W 41.15' to a point; 5) N07-22-36W 29.61' to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03' to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property N01-50-31E 208.96' to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05' to a point; 2) N01-49-00E 152.23' to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62' to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres
IPL0114589
Mar 20 2023

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:
03/20/23

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 20th day of March,2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Non- Contiguous Annexation Area – 62.593 Acres

All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office.

Thence from said Axle Found 2 calls with the Thomas and Boyd Dimmock property; 1)N27-47-20W 257.06' to a point; 2) N45-38-49W 303.00' to a point, the southeast corner of the Brian O. Nappier property as shown in Deed 9006-556 and recorded in the Mecklenburg County register of Deeds Office; Thence with the eastern line of the Brian O. Nappier property N06-09-38W 707.64' to a point, the southeast corner of the Robert W. Gurley property as shown in Deed: 9006-556; Thence with the Gurley property N17-51-53W 230.09' to a point, the southwest corner of the KB Home Charlotte, LLC property as shown in Deed:35855-188 and recorded in the Mecklenburg County register of Deeds Office, said point being in Autumncrest Road; Thence running in Autumncrest Road 13 calls; 1) S88-36-58E 233.87' to a point; 2) with the arc of a curve to the right having a radius of 915.08' an arc length of 103.28' (subtended by chord S85-22-58E 103.23') to a point; 3) S82-08-58E 100.00' to a point; 4) with the arc of a curve to the right having a radius of 1014.08 and an arc length of 96.10' (subtended by chord S79-26-06E 96.06') to a point; 5) S18-28-20E 52.41' to a point; 6)S18-28-20E 18.63' to a point; 7) S76-21-09E 108.38' to a point; 8) with the arc of a curve to the right having a radius of 187.58' and an arc length of 34.63' (subtended by chord S71-03-51E 34.58') to a point; 9) with the arc of a curve to the right having a radius of 187.58' and an arc length of 50.11' (subtended by chord S58-07-21E 49.96') to a point; 10) S50-28-09E 69.37' to a point; 11)S50-28-09E 14.18' to a point; 12) with the arc of a curve to the left having a radius of 178.45' and an arc length of 108.23' (subtended by chord S67-50-44E 106.58') to a point; 13) S85-27-09E 25.47' to a point, the northwestern corner of the Eric C. and Stacia M. Hamilton property as shown in Deed:30494-583 and recorded in the Mecklenburg County Register of Deeds Office, said point also being the northeast corner of the KB Home Charlotte LLC property; Thence 5 calls with the eastern line of the KB Home Charlotte LLC property; 1) S18-30-02E 765.13' to a point; 2) S18-15-50E 255.30' to a point; 3) S18-26-06E 254.82' to a point; 4) S19-32-29E 462.39' to a point; 5) S20-44-24E 140.12' to a point, the southeast corner of the KB Home Charlotte LLC property and the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N79-29-34W 766.90' to a point; Thence N77-15-29W 152.63' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:34765-755 and recorded in the Mecklenburg County Register of Deeds Office; Thence N77-28-43W 250.55' to a point, Thence S10-28-06W 159.34' to a point; Thence S10-18-04W 447.60' to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W

472.00’ to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50’ to a point; 2) N86-50-56W 400.00’ to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23’ to a point; 2) N05-37-23E 18.67’ to a point; 3) N04-15-16W 261.50’ to a point; 4) N04-15-16W 41.15’ to a point; 5) N07-22-36W 29.61’ to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03’ to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property N01-50-31E 208.96’ to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05’ to a point; 2) N01-49-00E 152.23’ to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62’ to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres

RE: Annexation 23-02

Frances Tucker <ftucker@huntersville.org>
Tue 3/7/2023 12:45 PM
To: Nathan Farber <nfarber@huntersville.org>

Hi Nathan,

It appears this annexation once added to the other satellite annexations, will NOT exceed 10% of the contiguous area of our Corporate Limits. Below is my math if you need it for reference:

Current Contiguous Limits: 42.49 sq mi
Current Satellite Limits: ~3.1750 sq mi
A23-02: 62.593 acres (per the annexation plat) = 0.09780 sq mi

3.1750 sq mi (satellite) + 0.09780 sq mi (A23-02) = 3.2728 sq mi

3.2728 sq mi / 42.49 sq mi = 0.07702 = **7.7%**

I'll get started on making a zoning map for you for this project, but as far as I remember we don't do APO lists or mailings or signs for Annexations so you shouldn't need those. But, if there's anything else you do need, just let me know!

Frances Tucker, MA
GIS Coordinator | Town of Huntersville
105 Gilead Road | Third Floor
P.O. Box 664 | Huntersville, North Carolina 28070
PH: 704-766-2210 | FX: 704-992-5528
Email: ftucker@huntersville.org
Web: www.huntersville.org

Pursuant to North Carolina General Statutes, Chapter 132, email correspondence to and from this address may be considered public record under the North Carolina Public Records Law and may be disclosed to third parties.

From: Nathan Farber <nfarber@huntersville.org>
Sent: Wednesday, February 22, 2023 4:18 PM
To: Frances Tucker <ftucker@huntersville.org>
Subject: Annexation 23-02

Frances,

I have added a folder for a new Annexation. This one is a non-contiguous annexation and will need verification showing that the area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the Town of Huntersville, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Huntersville.

M:\PLANNING\Annexations\2023\ANNEX 23-02 The Hills

Let me know if you have any questions!

Thanks!

Nathan Farber
Planner I | Town of Huntersville
105 Gilead Road | Third Floor
P.O. Box 664 | Huntersville, North Carolina 28070
(704) 766-2237
www.huntersville.org

AN ORDINANCE TO ANNEX NON-CONTIGUOUS AREA INTO THE CORPORATE LIMITS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

Annexation Ordinance 2023-02
(The Hills Property)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1 to annex the area described herein; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 3rd day of April, 2023, after due notice by publication in The Charlotte Observer on March 20, 2023; and

WHEREAS, the Board of Commissioners hereby finds that the area described therein meets the standards of G.S. 160a-58.1(b); and

WHEREAS, the Board of Commissioners further finds that said petition, (i) has been signed by all of the owners of real property within the area proposed for annexation; (ii) is otherwise valid; (iii) the public health, safety, and welfare of the inhabitants of the Town of Huntersville and of the area proposed for annexation will be best served by the annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 3rd day of April 2023:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 3rd day of April 2023.

Mayor: _____

ATTEST:

APPROVED AS TO FORM:

_____

_____

Town Clerk

Town Attorney

Exhibit A: The Hills Property - Property Description

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

County Tax Parcel #021-031-04, 021-031-32, 021-031-07, 021-031-38, 021-033-89 thru 021-033-91, 021-033-01 thru 021-033-18, 021-033-52 thru 021-033-88

Non- Contiguous Annexation Area – 62.593 Acres

All that certain parcel of land, situated, lying, and being in Mecklenburg County, State of North Carolina, and being more particularly described as follows:

Beginning at an Axle Found, the southeast corner of the Thomas and Boyd Dimmock property as shown in Deed 24182-930 and recorded in the Mecklenburg County Register of Deeds Office. Said point also being a corner of the KB Home Charlotte LLC property as shown in Deed 35855-188 and recorded in the Mecklenburg County Register of Deeds Office.

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Deeds Office; Thence N77-28-43W 250.55’ to a point, Thence S10-28-06W 159.34’ to a point; Thence S10-18-04W 447.60’ to a point, the northeast corner of the George Sprague Jr. and Bethany Sprague property as shown in Deed:32163-286 and recorded in the Mecklenburg County Register of Deeds Office; Thence N86-50-56W 472.00’ to a point, the southeast corner of the Jason Allen Williams property as shown in Deed:18848-683 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Jason Allen Williams property; 1)N17-38-56W 235.50’ to a point; 2) N86-50-56W 400.00’ to a point in Asbury Chapel Road; Thence 5 calls in Asbury Chapel Road; 1) N10-05-18W 231.23’ to a point; 2) N05-37-23E 18.67’ to a point; 3) N04-15-16W 261.50’ to a point; 4) N04-15-16W 41.15’ to a point; 5) N07-22-36W 29.61’ to a point; Thence leaving Ashley Chapel Road S86-50-56E 210.03’ to a point, the southeastern corner of the Daniel Pressley property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence with the eastern line of the Daniel Pressley property N01-50-31E 208.96’ to a point in the southern line of the Donna P. McCormick property as shown in Deed:18520-309 and recorded in the Mecklenburg County Register of Deeds Office; Thence 2 calls with the Donna P. McCormick property 1) S86-49-26E 91.05’ to a point; 2) N01-49-00E 152.23’ to a point, the northeastern corner of the Donna P. McCormick property; Thence S81-16-12E 915.62’ to the Point of Beginning.

Said Non-Contiguous Annexation Area containing 62.593 acres

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Nathan Farber, Planner I

Date: April 3, 2023

Subject: Petition #ANNEX 23-01, Camden Bowman, LLC

EXPLAIN REQUEST:
Consider decision on Petition #ANNEX 23-01, a request by Camden Bowman, LLC to annex 33.535 acres of Parcel #011-241-04 into the Town of Huntersville.

ACTION RECOMMENDED:
Consider Decision

FINANCIAL IMPLICATIONS:

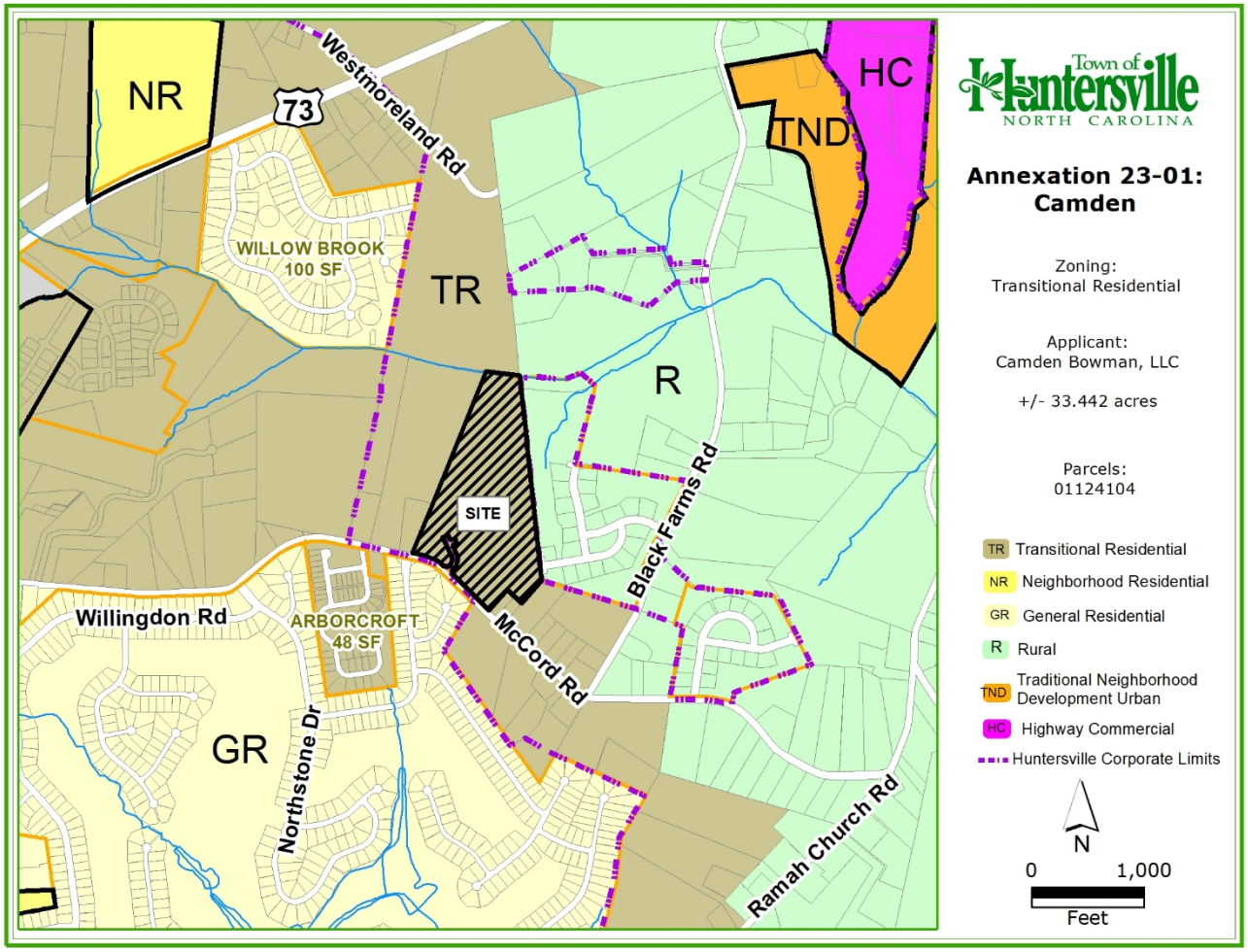
ATTACHMENTS:
1. Annex 23-01 Camden Staff Report TB
2. Attachment A - Contiguous Annexation Petition
3. Attachment B - Annexation Plat
4. Attachment C -Certificate of Sufficiency
5. Attachment D - Resolution of Intent to Annex
6. Attachment E - Public Hearing Ad
7. Attachment F - Metes & Bounds Description
8. Annexation Ordinance

Annexation Petition # 23-01 (Contiguous)
Camden Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #23-01 is a request for contiguous annexation into the Town of Huntersville of 33.535 acres consisting of one (1) parcel (PIN# 011-24-104).

LOCATION



BACKGROUND

The property owners, Camden Bowman, LLC, have filed a petition to consider voluntary contiguous annexation (see Exhibit A) pursuant to North Carolina General Statutes Section 160A-31; the proposed area to annex is 33.535 acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on October 26, 2023 (see Exhibit A).
- The Town Clerk certified the sufficiency of the petition on March 20, 2023 (see Exhibit C).
- On March 20, 2023, the Board of Commissioners set the date for the public hearing to be held on April 3, 2023.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on March 20, 2023 (see Exhibit E).

STAFF RECOMMENDATION

Since all statutory requirements have been met in full, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on April 3, 2023, the voluntary contiguous annexation would also become effective on April 3, 2023.

ATTACHMENTS

Attachment A – Contiguous Annexation Petition
Attachment B – Annexation Plat
Attachment C – Certificate of Sufficiency
Attachment D – Resolution of Intent to Annex
Attachment E - Public Hearing Ad
Attachment F – Metes & Bounds Description

Town of Huntersville
NORTH CAROLINA

PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. The area to be annexed is (contiguous) non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

   SKETCH PLAN APPROVAL (EPM # 387751-APPROVED 10/03/2018), AND

   PRELIMINARY PLAN APPROVAL (EPM# 419250-APPROVED 10/07/2021)

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

   PID 01124104B

CAMDEN BOWMAN, LLC
Property Owner(s)

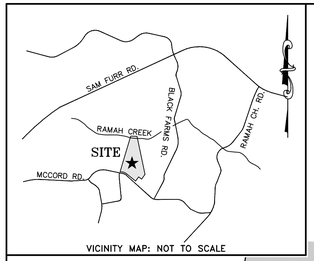
13815 CINNABAR PLACE, HUNTERSVILLE, NC 28078
Address of Property Owner(s)

704-875-9704
Telephone Number

NATEBOWMAN15@GMAIL.COM
E-mail address

Signature of Property Owner

9/7/22
Date



VICINITY MAP: NOT TO SCALE

FLOOD CERTIFICATION:

BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS LOCATED IN ZONE "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 3710461-5200-K, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 16, 2018 AND IS LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GPS STATEMENT:

THE ISAACS GROUP SURVEY DATUM FOR THIS PROJECT:
COORDINATE SYSTEM: US STATE PLANE 1983 (2011 HARN ADJUSTMENT)
PROJECT DATUM: NAD 1983 (2011 HARN ADJUSTMENT)
VERTICAL DATUM: NAVD 88 GEOID MODEL = GEOID 12A (CONUS)
COORDINATE UNITS: US SURVEY FEET
PROJECT LOCALIZED (GRID TO GROUND):POINT #29003 (AKA #1006)
NORTHING: 619553.771' EASTING: 1458838.623' ELEVATION: 764.74'
USING A GROUND SCALE FACTOR OF 0.999846233888

NOTICE OF LEGAL ACTION:

THIS DRAWING AND/OR THE DESIGN SHOWN IS THE PROPERTY OF THE ISAACS GROUP, PC.. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THE ISAACS GROUP P.C.'S WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

ZONING DISCLAIMER:

NO ZONING REPORT OR ZONING VERIFICATION LETTER WAS PROVIDED TO THE ISAACS GROUP P.C. IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR DEVELOPER TO VERIFY THE ZONING REQUIREMENTS AND LAND DEVELOPMENT STANDARDS PRIOR TO CONVEYANCE AND/OR DEVELOPMENT.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	29.91'	S41°01'55"W
L2	19.55'	S45°44'23"E
L3	35.41'	S43°52'14"W
L4	13.45'	N44°15'13"E
L5	67.00'	N25°01'14"W
L6	27.00'	N64°58'46"E
L7	46.00'	N25°01'14"W
L8	27.00'	S64°58'46"W
L9	27.00'	N25°01'14"W
L10	46.00'	S64°58'46"W
L11	180.00'	S25°01'14"E
L12	13.77'	S44°15'13"W
L13	35.80'	S43°52'14"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	47.21'	30.00'	42.49'	N0°49'57"W	90.1722
C2	136.62'	113.00'	128.45'	N9°37'00"E	69.2744
C3	31.41'	20.00'	28.28'	N19°58'46"E	90.0000
C4	31.41'	20.00'	28.28'	N70°01'14"W	90.0000
C5	81.00'	67.00'	76.16'	S9°37'00"W	69.2739
C6	47.03'	30.00'	42.36'	S89°10'03"W	89.8208

NC GRID (NAD 83)(2011)

N/F
LAND OF
BLACKWOOD KNOLL
PID #01124155
DEED BK-30645, PG-949
MAP BK-65, PG-917
ZONED: R

N/F
LAND OF
STEWART AND MICHELLE HEATH
PID #01124115
DEED BK-20376, PG-216
MAP BK-28, PG-241
ZONED: R

N/F
LAND OF
BLACKWOOD KNOLL
COMMUNITY ASSOCIATION, INC.
PID #01124154
DEED BK-35843, PG-100
MAP BK-65, PG-917
ZONED: R

N/F
LAND OF
T.M. WESTMORELAND FAMILY L.P.
PID #01124101
DEED BK-10160, PG-527
ZONED: TR

N/F
LAND OF
CALVIN & JOANN MASON
PID #01124102
DEED BK-3019, PG-316
ZONED: TR

N/F
LAND OF
MICHAEL & KIMBERLY POWELL
PID #01124103
DEED BK-16950, PG-1
ZONED: TR

N/F
LAND OF
VIGNESWARAN & ANUSHYA VELAYUTHAN
PID #01124107
DEED BK-28644, PG-956
ZONED: TR

N/F
LAND OF
WAYNE & GLADYS BOWMAN
PID #01124119
DEED BK-2121, PG-286
ZONED: TR

N/F
LAND OF
BRANDON & KENTZ
PID #01124117
DEED BK-28455, PG-178
MAP BK-28455, PG-48
ZONED: R

N/F LAND OF
BLACKWOOD KNOLL
COMMUNITY ASSOCIATION, INC.
PID #01124153
DEED BK-35846, PG-100
MAP BK-65, PG-917

LOT 7
BLACKWOOD KNOLL
MAP BK-65, PG-917
ZONED: R

LOT 8
BLACKWOOD KNOLL
MAP BK-65, PG-917
ZONED: R

LOT 9
BLACKWOOD KNOLL
MAP BK-65, PG-917
ZONED: R

OLD COTTONWOOD LANE
Right of Way Varies
MAP BK-65, PG-917

APPARENT OVERLAP WITH PLAT BK-62, PG-943

YELLOWSTONE DRIVE
40' PUBLIC R/W
ANNEXED INTO TOWN OF HUNTERSVILLE
MAP BK-52, PG-563

MCCORD ROAD
RIGHT OF WAY VARIES
MAP BK-27, PG-543

HOLLINGBOURNE ROAD
RIGHT OF WAY VARIES
MAP BK-27, PG-543

RAMAH CREEK

24' SANITARY SEWER EASEMENT
DEED BK-28602, PG-687

FND #4 REBAR
FND 1" PIPE
FND #5 REBAR
FND 1" ROD

S67°18'56"E 269.49'
S6°18'53"E 714.70'
674.70'
S6°19'14"E 1123.10'
N77°42'39"W 5.42'
S41°01'34"W 270.00'
N47°11'04"W 90.06'
N47°11'15"W 90.13'
S41°01'19"W 231.26'
S67°18'29"E 160.80'
L=169.62' R=3270.59'
N47°19'29"W 162.12'
L=162.14' R=3300.80'
N43°53'02"W 337.79'
137.88'
N48°07'46"W 388.37' TOTAL
105.99'
144.56'
R/W
137.31'
N78°17'17"W 4.66'
S28°21'03"E 120.31' TIE
S48°02'17"W 134.09'
1231.32'
N22°02'08"E 1750.25' TOTAL
474.58'
S67°19'28"E 291.83' TIE
S7°21'24"E 118.32' TIE

LAND OF
CAMDEN BOWMAN, LLC
PID #01124104B
DEED BK-36330, PG-93

1,482,575 SQ. FT.
34.035 ACRES

TOTAL ANNEXED AREA:
33.535 ACRES

NOTES:

- THE SOLE PURPOSE OF THIS MAP IS FOR THE CONTIGUOUS ANNEXATION OF A PORTION OF THE SUBJECT PROPERTY (33.017 ACRES) INTO THE TOWN OF HUNTERSVILLE.
- THE OFF-SITE RIGHT-OF-WAYS SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH OF ANY ADJACENT PROPERTIES.
- SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, AND ENCUMBRANCES, OF RECORD OR IMPLIED.
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
- THIS PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. THE ISAACS GROUP, P.C. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- ALL DISTANCES SHOWN ON THIS MAP ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- IRON PINS AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED.
- AREAS CALCULATED BY COORDINATE GEOMETRY.
- SUBJECT PARCEL ID#: 01124104B
- PHYSICAL ADDRESS: 13229 MCCORD RD., HUNTERSVILLE, NC
- REFERENCES: AS SHOWN HEREON.
- ZONING: TR
- PREPARED FOR: CAMDEN BOWMAN, LLC; 13815 CINNABAR PL., HUNTERSVILLE, NC 28078

GRAPHIC SCALE
80 0 40 80 160
1 INCH = 80 FEET

CERTIFICATE OF APPROVAL:

APPROVED IN ACCORDANCE WITH THE MINOR SUBDIVISION PROVISIONS AS SET FORTH IN THE SUBDIVISION ORDINANCE OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA. ANY FURTHER SUBDIVISION OF THIS PROPERTY IS SUBJECT TO REVIEW AND MAY CONSTITUTE A MAJOR SUBDIVISION OF LAND.

_____
TOWN PLANNER DATE

ANNEXATION CERTIFICATE:

THIS PLAT REPRESENTS ONE AREA BEING ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-31. BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE _____) AND IS NOT SUBJECT TO THE REVIEW OR APPROVAL BY THE MECKLENBURG PLANNING COMMISSION.

THIS _____ DAY OF _____, 2022

_____
MAYOR, TOWN OF HUNTERSVILLE

ATTEST:_____
TOWN CLERK

ANNEXATION EXEMPTION CERTIFICATE:

I CERTIFY THAT THIS PLAT IS AN ANNEXATION PLAT AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF N.C.G.S. 47-30 PURSUANT TO N.C.G.S. 47-30(J)

_____
NAME (OWNER) DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT, IF APPLICABLE.

_____
OWNER(S) DATE

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____ REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER DATE

SURVEYOR'S CERTIFICATE:

I, STEPHEN S. DYER, PLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BK-36330, PG-93); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION SHOWN ON THE FACE OF THIS PLAT; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION; THAT THE RATIO OF PRECISION AS CALCULATED IS OR EXCEEDS 1:10,000; WITNESS MY ORIGINAL SIGNATURE REGISTRATION NUMBER AND SEAL.

PRELIMINARY
NOT FOR SALES, CONVEYANCES OR RECORDATION

_____
STEPHEN S. DYER, PLS L-3509 DATE
N.C. FIRM LICENSE #C-1069

NORTH CAROLINA PROFESSIONAL SEAL L-3509 LAND SURVEYOR STEPHEN S. DYER

NORTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING NO. C-1069 CERTIFICATE OF AUTHORIZATION

GRID TIE:

NGS MONUMENT "LEAD"
GRID COORDINATES (NAD 83)
N: 609,119.894'
E: 1,446,785.708'
ELEV.: 733.48' (NAVD 88)

LEGEND:

N/F	NOW OR FORMERLY
R/W	RIGHT OF WAY
○	MONUMENTATION FOUND (AS NOTED)
⊡	NGS MONUMENT
△	CALCULATED POINT
	FEMA FLOODWAY (ZONE AE)
	COMMUNITY FLOODWAY (ZONE AE)
	FEMA FLOODPLAIN (ZONE AE)

811 Know what's below. Call before you dig.

OWNER INFORMATION:

CAMDEN BOWMAN, LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078

CONTIGUOUS ANNEXATION PLAT

CAMDEN SUBDIVISION

OWNER:CAMDEN BOWMAN, LLC
HUNTERSVILLE ETJ
MECKLENBURG COUNTY, NORTH CAROLINA

File #:	20135-ANNEX	Date: 11/03/2022	Project P.L.S.: SSD
			Surveyed By: TIG
			Drawn By: CLC
			Scale: 1"=80'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND LAND SURVEYING

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

SHEET 1 OF 1

P:\Active Projects\Bowman Development Group\Camden Subdivision 20135\Surveying\Drawings\Record Plats\Annexation\20135-ANNEX.dwg, 1/17/2023 5:01:26 PM, DWG To PDF.pc3

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

a. The petition contains an adequate property description of the area proposed for annexation.
b. The area described in the petition is contiguous to the Town of Huntersville primary corporate limits, as defined by G.S. 160A-31.
c. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.

The undersigned therefore certifies that the petition is sufficient for the voluntary annexation of a contiguous area pursuant to NCGS §160A-31.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 22nd day of March, 2023.

Janet Pierson

Janet Pierson, Town Clerk

Town of Huntersville
NORTH CAROLINA

PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.

2. The area to be annexed is (contiguous) non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

   (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and

   (b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

3. The petitioner (does) does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

   SKETCH PLAN APPROVAL (EPM # 387751-APPROVED 10/03/2018), AND

   PRELIMINARY PLAN APPROVAL (EPM# 419250-APPROVED 10/07/2021)

4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

   PID 01124104B

CAMDEN BOWMAN, LLC
Property Owner(s)

13815 CINNABAR PLACE, HUNTERSVILLE, NC 28078
Address of Property Owner(s)

704-875-9704
Telephone Number

NATEBOWMAN15@GMAIL.COM
E-mail address

Signature of Property Owner

9/7/22
Date

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31

(Camden Property)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the Town Hall at 6:00 p.m. on the 3rd day of April 2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.

_____

Mayor

Town of Huntersville, North Carolina

ATTEST:

_____

Town Clerk

Exhibit A: Camden Property Metes & Bounds.

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Land of
Camden Bowman, LLC
Mecklenburg County Parcel #01124104B
Annexation Description

Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;

Thence, turning and running with said "Mason" property on the same course of N22°02'08"E 1,271.32' (passing an existing #4 rebar at 1,231.32') to a computed point near the center of Ramah Creek, said point being the southerly line of land now or formerly of T.M. Westmoreland Family L.P. (Deed Bk-10160, Pg-527);

Thence, turning and running with said "Westmoreland" property S83°18'56"E 299.48' to a computed point near the center of Ramah Creek;

Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);

Thence, turning with said "Blackwood Knoll" property S06°19'14"E 1,123.10' to an existing #4 rebar, a common corner of land now or formerly of Vigneswaran and Anushya Velayuthan (Deed Bk-28644, Pg-956), said point being located N73°23'40"W 115.32' of an existing #4 rebar;

Thence, turning and running with said "Velayuthan" property the following two (2) courses and distances:

1. N77°42'39"W 5.42' to an existing #4 rebar;
2. S41°01'34"W 270.00' to an existing #4 rebar, a common corner of land now or formerly of Wayne and Gladys Bowman (Deed Bk-21741, Pg-286);

Thence, turning and running with said "Bowman" property N47°11'04"W 90.06' to an existing #4 rebar, common corner of land now or formerly of Brandon Jentz (Deed Bk-28420, Pg-178);

Thence, turning and running with said "Jentz" property the following two (2) courses and distances:

1. N47°11'15"W 90.13' to an existing #4 rebar;
2. S41°01'19"W 241.26' to an existing #4 rebar on the northerly margin of McCord Road;

Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances:

1. S45°44'23"E 19.55' to computed point;
2. With the arc of a curve to the left, having a radius of 3,270.99', an arc length of 160.62' with a chord bearing S47°19'29"E 160.60' to a computed point;

Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances:

1. S41°01'55"W 29.91' to computed point;
2. With the arc of a curve to the right, having a radius of 3,300.90', an arc length of 162.14' with a chord bearing N47°19'28"W 162.12' to a computed point;

3. N45°55’02”W 337.79’ to a computed point;
4. N46°07’46”W 137.88’ a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;

Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances:

1. N43°52’14”E 35.41’ to a computed point;
2. With the arc of a curve to the right, having a radius of 30.00’, an arc length of 47.21’ with a chord bearing N00’49’57W 42.49’ to a computed point;
3. N44°15’13”E 13.45’ to a computed point;
4. With the arc of a to the left, having a radius of 113.00’, an arc length of 136.62’ with a chord bearing N09°37’00”E 128.45’ to a computed point;
5. N25°01’14”W 67.00’ to a computed point;
6. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N19°58’46”E 28.28’ to a computed point;
7. N64°58’46”E 27.00’ to a computed point;
8. N25°01’14”W 46.00’ to a computed point;
9. S64°58’46”W 27.00’ to a computed point;
10. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N70°01’14”W 28.28’ to a computed point;
11. N25°01’14”W 27.00’ to a computed point;
12. S64°58’46”W 46.00’ to a computed point;
13. S25°01’14”E 180.00’ to a computed point;
14. With the arc of a curve to the right, having a radius of 67.00’, an arc length of 81.00’ with a chord bearing S09°37’00”W 76.16’ to a computed point;
15. S44°15’13”W 13.77’ to a computed point;
16. With the arc of a tangent curve to the right, having a radius of 30.00’, an arc length of 47.03’ with a chord bearing S89°10’03”W 42.36’ to a computed point;
17. S43°52’14”W 35.80’ to a computed point within the margin of McCord Road;

Thence, turning and running within McCord Road the following two (2) courses and distances:

1. N46°07’46”W 144.50’ to a computed point;
2. N78°17’17”W 157.31’ to the Point and Place of Beginning;

Contains 1,406,791 sq. ft. or 33.535 acres more or less.

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
119697	397597	Print Legal Ad-IPL01145850 - IPL0114585		$165.75	3	64 L

Attention: TRACY BARRON

TOWN OF HUNTERSVILLE-PLANNING
PO Box 664

105 Gilead Rd, 3rd Floor

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION
(Camden Properties Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on April 3, 2023 on the question of annexing the following described territory, requested by petition filed pursuant to NCGS 160A-31, to annex to the Town of Huntersville certain contiguous property. The Hearing will be held in person at the Huntersville Town Hall at 101 Huntersville-Concord Rd, Huntersville, NC 28078. You may also watch the Hearing via https://www.facebook.com/HuntersvilleNCTownGovernment. The property subject to the Petition consists of +/- 33.535-acres, (Meck Co. PIN are 01124104) and described as follows documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 23-01)

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:
Land of Camden Bowman, LLC Mecklenburg County Parcel #01124104B Annexation Description
Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;
Thence, turning and running with said "Mason" property on the same course of N22°02'08"E 1,271.32' (passing an existing #4 rebar at 1,231.32') to a computed point near the center of Ramah Creek, said point being the southerly line of land now or formerly of T.M. Westmoreland Family L.P. (Deed Bk-10160, Pg-527);
Thence, turning and running with said "Westmoreland" property S83°18'56"E 299.48' to a computed point near the center of Ramah Creek;
Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);
Thence, turning with said "Blackwood Knoll" property S06°19'14"E 1,123.10' to an existing #4 rebar, a common corner of land now or formerly of Vigneswaran and Anushya Velayuthan (Deed Bk-28644, Pg-956), said point being located N73°23'40"W 115.32' of an existing #4 rebar;
Thence, turning and running with said "Velayuthan" property the following two (2) courses and distances: 1. N77°42'39"W 5.42' to an existing #4 rebar; 2. S41°01'34"W 270.00' to an existing #4 rebar, a common corner of land now or formerly of Wayne and Gladys Bowman (Deed Bk-21741, Pg-286);
Thence, turning and running with said "Bowman" property N47°11'04"W 90.06' to an existing #4 rebar, common corner of land now or formerly of Brandon Jentz (Deed Bk-28420, Pg-178);
Thence, turning and running with said "Jentz" property the following two (2) courses and distances: 1. N47°11'15"W 90.13' to an existing #4 rebar; 2. S41°01'19"W 241.26' to an existing #4 rebar on the northerly margin of McCord Road;
Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances: 1. S45°44'23"E 19.55' to computed point; 2. With the arc of a curve to the left, having a radius of 3,270.99', an arc length of 160.62' with a chord bearing S47°19'29"E 160.60' to a computed point;
Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances: 1. S41°01'55"W 29.91' to computed point; 2. With the arc of a curve to the right, having a radius of 3,300.90', an arc length of 162.14' with a chord bearing N47°19'28"W 162.12' to a computed point; 3. N45°55'02"W 337.79' to a computed point; 4. N46°07'46"W 137.88' a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;
Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances: 1. N43°52'14"E 35.41' to a computed point; 2. With the arc of a curve to the right, having a radius of 30.00', an arc length of 47.21' with a chord bearing N00°49'57W 42.49' to a computed point; 3. N44°15'13"E 13.45' to a computed point; 4. With the arc of a to the left, having a radius of 113.00', an arc length of 136.62' with a chord bearing N09°37'00"E 128.45' to a computed point; 5. N25°01'14"W 67.00' to a computed point; 6. With the arc of a curve to the right, having a radius of 20.00', an arc length of 31.41' with a chord bearing N19°58'46"E 28.28' to a computed point; 7. N64°58'46"E 27.00' to a computed point; 8. N25°01'14"W 46.00' to a computed point; 9. S64°58'46"W 27.00' to a computed point; 10. With the arc of a curve to the right, having a radius of 20.00', an arc length of 31.41' with a chord bearing N70°01'14"W 28.28' to a computed point; 11. N25°01'14"W 27.00' to a computed point; 12. S64°58'46"W 46.00' to a computed point; 13. S25°01'14"E 180.00' to a computed point; 14. With the arc of a curve to the right, having a radius of 67.00', an arc length of 81.00' with a chord bearing S09°37'00"W 76.16' to a computed point; 15. S44°15'13"W 13.77' to a computed point; 16. With the arc of a tangent curve to the right, having a radius of 30.00', an arc length of 47.03' with a chord bearing S89°10'03"W 42.36' to a computed point; 17. S43°52'14"W 35.80' to a computed point within the margin of McCord Road;
Thence, turning and running within McCord Road the following two (2) courses and distances: 1. N46°07'46"W 144.50' to a computed point; 2. N78°17'17"W 157.31' to the Point and Place of Beginning;
Contains 1,406,791 sq. ft. or 33.535 acres more or less.
IPL0114585
Mar 20 2023

North Carolina } ss
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:
03/20/23

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 20th day of March,2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Land of
Camden Bowman, LLC
Mecklenburg County Parcel #01124104B
Annexation Description

Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;

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Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);

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Thence, turning and running with said "Jentz" property the following two (2) courses and distances:

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Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances:

1. S45°44'23"E 19.55' to computed point;
2. With the arc of a curve to the left, having a radius of 3,270.99', an arc length of 160.62' with a chord bearing S47°19'29"E 160.60' to a computed point;

Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances:

1. S41°01’55”W 29.91’ to computed point;
2. With the arc of a curve to the right, having a radius of 3,300.90’, an arc length of 162.14’ with a chord bearing N47°19’28”W 162.12’ to a computed point;
3. N45°55’02”W 337.79’ to a computed point;
4. N46°07’46”W 137.88’ a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;

Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances:

1. N43°52’14”E 35.41’ to a computed point;
2. With the arc of a curve to the right, having a radius of 30.00’, an arc length of 47.21’ with a chord bearing N00’49’57W 42.49’ to a computed point;
3. N44°15’13”E 13.45’ to a computed point;
4. With the arc of a to the left, having a radius of 113.00’, an arc length of 136.62’ with a chord bearing N09°37’00”E 128.45’ to a computed point;
5. N25°01’14”W 67.00’ to a computed point;
6. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N19°58’46”E 28.28’ to a computed point;
7. N64°58’46”E 27.00’ to a computed point;
8. N25°01’14”W 46.00’ to a computed point;
9. S64°58’46”W 27.00’ to a computed point;
10. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N70°01’14”W 28.28’ to a computed point;
11. N25°01’14”W 27.00’ to a computed point;
12. S64°58’46”W 46.00’ to a computed point;
13. S25°01’14”E 180.00’ to a computed point;
14. With the arc of a curve to the right, having a radius of 67.00’, an arc length of 81.00’ with a chord bearing S09°37’00”W 76.16’ to a computed point;
15. S44°15’13”W 13.77’ to a computed point;
16. With the arc of a tangent curve to the right, having a radius of 30.00’, an arc length of 47.03’ with a chord bearing S89°10’03”W 42.36’ to a computed point;
17. S43°52’14”W 35.80’ to a computed point within the margin of McCord Road;

Thence, turning and running within McCord Road the following two (2) courses and distances:

1. N46°07’46”W 144.50’ to a computed point;
2. N78°17’17”W 157.31’ to the Point and Place of Beginning;

Contains 1,406,791 sq. ft. or 33.535 acres more or less.

AN ORDINANCE TO ANNEX CONTIGUOUS AREA INTO THE CORPORATE LIMITS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

Annexation Ordinance 2023-01
(Camden Property)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 3rd day of April 2023, after due notice by publication in The Charlotte Observer on March, 20; and

WHEREAS, the Board of Commissioners hereby finds that the area described therein meets the standards of G.S. 160A-31; and

WHEREAS, the Board of Commissioners further finds that said petition, (i) has been signed by all of the owners of real property within the area proposed for annexation; (ii) is otherwise valid; (iii) the public health, safety, and welfare of the inhabitants of the Town of Huntersville and of the area proposed for annexation will be best served by the annexing the area described;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 3rd day of April 2023:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 3rd day of April 2023.

Mayor: _____

ATTEST:

APPROVED AS TO FORM:

_____

_____

Town Clerk

Town Attorney

Exhibit A: Camden Property - Property Description

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Land of
Camden Bowman, LLC
Mecklenburg County Parcel #01124104B
Annexation Description

Beginning at an existing 1" pipe on the norther margin of McCord Road, a common corner with the land now or formerly of Michael & Kimberly Powell (Deed Bk-16950, Pg-1), said point being located N48°02'17"E 15,809.43' of NGS Monument "Lead", having grid coordinates N:609,119.894' and E:1,446,785.708'; thence turning and running with said "Powell" property N22°02'08"E 479.24' to an existing #4 rebar (passing an existing #4 rebar at 4.66'), said point being a common corner with land now or formerly of Calvin and Joann Mason;

Thence, turning and running with said "Mason" property on the same course of N22°02'08"E 1,271.32' (passing an existing #4 rebar at 1,231.32') to a computed point near the center of Ramah Creek, said point being the southerly line of land now or formerly of T.M. Westmoreland Family L.P. (Deed Bk-10160, Pg-527);

Thence, turning and running with said "Westmoreland" property S83°18'56"E 299.48' to a computed point near the center of Ramah Creek;

Thence, leaving said Ramah Creek, turning and running S06°18'53"E 714.70' (passing an existing #4 rebar at 40.00') to an existing 1" pipe, a common corner of land now or formerly of Blackwood Knoll community Association, Inc. (Deed Bk-35843, Pg-100);

Thence, turning with said "Blackwood Knoll" property S06°19'14"E 1,123.10' to an existing #4 rebar, a common corner of land now or formerly of Vigneswaran and Anushya Velayuthan (Deed Bk-28644, Pg-956), said point being located N73°23'40"W 115.32' of an existing #4 rebar;

Thence, turning and running with said "Velayuthan" property the following two (2) courses and distances:

1. N77°42'39"W 5.42' to an existing #4 rebar;
2. S41°01'34"W 270.00' to an existing #4 rebar, a common corner of land now or formerly of Wayne and Gladys Bowman (Deed Bk-21741, Pg-286);

Thence, turning and running with said "Bowman" property N47°11'04"W 90.06' to an existing #4 rebar, common corner of land now or formerly of Brandon Jentz (Deed Bk-28420, Pg-178);

Thence, turning and running with said "Jentz" property the following two (2) courses and distances:

1. N47°11'15"W 90.13' to an existing #4 rebar;
2. S41°01'19"W 241.26' to an existing #4 rebar on the northerly margin of McCord Road;

Thence, turning and running with the northerly margin of McCord Road the following two (2) courses and distances:

1. S45°44’23”E 19.55’ to computed point;
2. With the arc of a curve to the left, having a radius of 3,270.99’, an arc length of 160.62’ with a chord bearing S47°19’29”E 160.60’ to a computed point;

Thence, turning and running with a line within the right of way of McCord Road the following four (4) courses and distances:

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2. With the arc of a curve to the right, having a radius of 3,300.90’, an arc length of 162.14’ with a chord bearing N47°19’28”W 162.12’ to a computed point;
3. N45°55’02”W 337.79’ to a computed point;
4. N46°07’46”W 137.88’ a computed point on the limits of an area previously annexed into the Town of Huntersville in Map Bk-52, Pg-563;

Thence, turning and running through the subject parcel with said previously annexed portion the following seventeen (17) courses and distances:

1. N43°52’14”E 35.41’ to a computed point;
2. With the arc of a curve to the right, having a radius of 30.00’, an arc length of 47.21’ with a chord bearing N00’49’57W 42.49’ to a computed point;
3. N44°15’13”E 13.45’ to a computed point;
4. With the arc of a to the left, having a radius of 113.00’, an arc length of 136.62’ with a chord bearing N09°37’00”E 128.45’ to a computed point;
5. N25°01’14”W 67.00’ to a computed point;
6. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N19°58’46”E 28.28’ to a computed point;
7. N64°58’46”E 27.00’ to a computed point;
8. N25°01’14”W 46.00’ to a computed point;
9. S64°58’46”W 27.00’ to a computed point;
10. With the arc of a curve to the right, having a radius of 20.00’, an arc length of 31.41’ with a chord bearing N70°01’14”W 28.28’ to a computed point;
11. N25°01’14”W 27.00’ to a computed point;
12. S64°58’46”W 46.00’ to a computed point;
13. S25°01’14”E 180.00’ to a computed point;
14. With the arc of a curve to the right, having a radius of 67.00’, an arc length of 81.00’ with a chord bearing S09°37’00”W 76.16’ to a computed point;
15. S44°15’13”W 13.77’ to a computed point;
16. With the arc of a tangent curve to the right, having a radius of 30.00’, an arc length of 47.03’ with a chord bearing S89°10’03”W 42.36’ to a computed point;
17. S43°52’14”W 35.80’ to a computed point within the margin of McCord Road;

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2. N78°17’17”W 157.31’ to the Point and Place of Beginning;

Contains 1,406,791 sq. ft. or 33.535 acres more or less.

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Zach Brown, Executive Director

Date: April 3, 2023

Subject: Resolution Ratifying Acceptance of State Grant Funds for HFFA Air Filtration System

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EXPLAIN REQUEST:
In the 2022 State Appropriations Act, the State of North Carolina appropriated $650,000.00 to the Town for an air filtration system for HFFA. The Town must ratify acceptance of state grant funds.

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:
$650,000.00 of state grant funds.

ATTACHMENTS:
1. R-2023-10 Resolution to Ratify Acceptance of State Grant Funds for HFFA Filtration System

RESOLUTION RATIFYING ACCEPTANCE OF STATE GRANT FUNDS

WHEREAS, in the 2022 State Appropriations Act, the State of North Carolina appropriated directed grant funding for an air filtration system for Huntersville Family Fitness and Aquatics ("HFFA"); and

WHEREAS, the Town of Huntersville ("Town") has received $650,0000.00 for the above-stated purpose; and

WHEREAS, the Town wishes to adopt a resolution affirming that the Town will spend funding in accordance with the terms of the grant; and

WHEREAS, revenue received under the grant will be kept in a separate fund and will not be co- mingled with other revenue; and

WHEREAS, the Town of Huntersville will provide to the State of North Carolina unspent balance of the funds received; and

NOW, THEREFORE, BE IT RESOLVED, by the Town of Huntersville Board of Commissioners that the Town has accepted and ratifies its acceptance of said grant funding from the State of North Carolina and by adopting this resolution, the Town affirms that the revenue will only be used for the purposes prescribed in the terms of the grant and any applicable regulations. The Town also affirms that it shall budget and certify such expenditures to the State Director of Office of Budget and Management and the Town of Huntersville Finance Officer; and

BE IT FURTHER RESOLVED that the Town of Huntersville will comply with the applicable procedures created by the North Carolina General Assembly to receive such funds.

Adopted the 3rd day of April, 2023.

_____ _____

Janet Pierson, Town Clerk Melinda Bales, Mayor

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Zach Brown, Executive Director

Date: April 3, 2023

Subject: HFFA HVAC Equipment Replacement and Installation Services

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EXPLAIN REQUEST:
HFFA solicited proposals in December 2022 for the replacement of 5+ year old 50M pool HVAC equipment and received two proposals. Site visits were completed with regional aquatic facilities and discussions with industry HVAC experts were performed throughout 2022 to consider options in preparation for advertising the RFB for replacement of the current equipment. All bidders provided sealed bids that were opened publicly. After comparing the proposals related to equipment, warranties, responses to clarifying questions and responses to the bid specifications, MSS Solutions was determined to be the lowest responsive responsible bidder ($1,865,049 vs $1,885,625). Therefore, Town is proposing to award the purchase of equipment and installation of services to MSS Solutions with the attached contract.

ACTION RECOMMENDED:
Approve Contract

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Huntersville Family Fitness & Aquatics Proposal - MSS Solutions
2. MSS Revised Standard Terms and Conditions of Sale_Huntersville Rev 1 CLEAN
3. EXTERNAL CONTRACT ADDENDUM without federal terms

DocuSign Envelope ID: C3C9BCE5-65B7-4D98-9548-146BCFCD3494

Proposal

HVAC | BUILDING AUTOMATION | SECURITY | FIRE ALARM | LOW VOLTAGE

DATE:	1/25/2023		
TO:	Huntersville Family Fitness & Aquatics	PROJECT:	Huntersville Family Fitness & Aquatics
ATTN:	Town of Huntersville	LOCATION:	11725 Verhoeff Drive Huntersville NC 28078
PROPOSAL #:	2312541	SITE VISITED:	Yes
LICENSE #:	North Carolina 18961 South Carolina: M111755	SCHEDULE:	During normal working hours
		DRAWING DATE:	N/A
		SPECIFICATION DATE:	N/A
		ADDENDA:	No

MSS Solutions, LLC proposes to provide labor, material, and equipment to perform the work described below for the net price of:

ONE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND FORTY-NINE DOLLARS----------$1,865,049.00 USD

For the above price, this proposal includes:

- Remove two (2) existing dehumidification units from site
- Furnish and install two (2) dehumidification units
- Transition new duct from dehumidification units to existing ductwork with corrosion resistant metals
- Reconnect heating hot water piping to dehumidification units
- Modify existing return on AHU-1 and AHU-2
- Replace existing ductwork with fabric duct
- One (1) year quarterly preventive maintenance
- Two (2) year parts and labor warranty for dehumidification units
- Additional 3-5 years labor warranty
- Mechanical HVAC
- Condensate drain piping
- Electrical power wiring and disconnects
- Daily clean up
- Ductwork per SMACNA standards
- Insulation
- Labels and identification of mechanical equipment and systems

- Lifting, hoisting, crane and rigging
- Operation and maintenance manuals, training, and one (1) year warranty (except as noted above)
- Pipe, valves and fittings per specified ASTM standards and globally sourced
- Permit fees
- Sales tax on material and equipment only
- Start up and check out
- Submittals
- Temperature controls
- Test and balance

This proposal does not include:

- Pool water heating piping
- Abatement and or testing of hazardous materials
- Allowances and or contingencies
- Chemical treatment
- Building automation system
- Seismic
- Heat trace
- Modification of existing diffusers air pattern towards the pool
- Air distribution devices
- BIM and coordination
- Bid bond and or payment and performance bond
- Cleaning and or leak testing of existing ductwork or piping
- Commissioning agent
- Cutting, coring and patching including floors, walls and roofs
- Dedicated clean up and or safety crew
- Demolition and or relocation of existing HVAC equipment and or systems not noted
- Dumpsters and dumpster rental fees
- Fire caulking and or sound stopping for HVAC
- Interlock of HVAC systems to fire alarm systems and or connecting smoke detectors to fire alarm
- Line freezing or blocking for piping system tie-ins (Should existing shut-off valves do not hold)
- Liquidated damages
- Painting and or priming of mechanical systems
- Structural engineering and or structural steel supports
- Temporary HVAC and or utilities
- Warranty and or repair of existing HVAC equipment and or systems
- If not specifically included above the item has been excluded

Signatures

IMPORTANT:

- **SALES TAX WILL BE ADDED TO THE ABOVE AMOUNTS UNLESS A NCDOR E-589CI AFFIDAVIT OF CAPITAL IMPROVEMENT IS SIGNED & RECEIVED WITH PURCHASE ORDER OR CONTRACT.**
- **THE ABOVE PRICE, DELIVERY/PERFORMANCE DATE, AND/OR TIME TO COMPLETE THE SCOPE OF WORK ARE SUBJECT TO CHANGE DUE TO LABOR SHORTAGES, SUPPLY CHAIN ISSUES AND/OR COVID-19 RELATED PROTOCOLS.**

This proposal is subject to MSS Standard Terms and Conditions of Sale effective on the date of the proposal, which are incorporated in full by this reference. The MSS Standard Terms and Conditions of Sale are available upon request, attached hereto, and/or can be found on https://msssolutions.com/terms. Any conduct by Purchaser which recognizes the existence of a contract pertaining to this proposal shall be considered acceptance of this proposal and all of its terms and conditions. This proposal is hereby accepted and MSS is authorized to proceed with the work; subject, however to credit approval by MSS.

Purchaser:	_____	Seller:	MSS Solutions, LLC
Signature:	_____	Signature:	DocuSigned by: Alli Dennis A19FBE348D8A4DE...
Name:	_____	Name:	Alli Dennis
Title:	_____	Title:	Account Manager
Date:	_____	Date:	1/25/2023
PO:	_____	MSS Office:	11524 Wilmar Blvd., Charlotte, NC

HUNTERSVILLE TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") shall govern all proposals, quotations, orders and contracts for the sale of goods and services of MSS to Purchaser. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Purchaser's request for proposal/quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of MSS and Purchaser. MSS's acknowledgement of Purchaser's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

1. DEFINITIONS:
"MSS" means MSS Solutions, LLC or the affiliated MSS entity named in the proposal or order which is providing the goods and/or services. "Purchaser" means the company who accepted MSS's offer or is named in the order. The goods and/or services provided by MSS to Purchaser shall collectively be referred to as "Work".

2. PRICES & TAXES: Unless otherwise mutually agreed to in writing, prices do not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by MSS or, alternatively, shall provide MSS with acceptable tax exemption certificates. MSS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the Work. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY & PERFORMANCE: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and MSS shall use commercially reasonable efforts to meet such dates; provided, however, that MSS shall not be liable in damages or otherwise, nor shall Purchaser be relieved of its performance hereunder, because of MSS's failure to meet them. Additionally, MSS shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; customer requested order changes; fires, floods, storms, accidents, or acts of God; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee and/or governmental restrictions; any statute, sanction, injunction or other governmental restraint or prohibition; or other causes beyond MSS's reasonable control. In the event of any such delay, the date of delivery/performance shall be extended for a length of time at least equal to the period of the delay. All Work for which MSS does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted. If Purchaser fails to perform any of its obligations under this agreement, MSS shall be entitled to suspend its performance under the agreement until such time as Purchaser performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount time determined in MSS's discretion.

4. SHORTAGE; DAMAGE: If the materials or equipment included in this order/proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of MSS, then in the case of such temporary unavailability, the time for performance of the Work shall be extended to the extent thereof, and in the case of permanent unavailability MSS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor. Title passes to Purchaser upon Purchaser's payment in full for the Work. Risk of loss in all goods sold hereunder shall pass to Purchaser upon delivery to the carrier.

5. SCOPE OF WORK: Any MSS proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by MSS, shall be distributed and installed by others under MSS's supervision but at no additional cost to MSS. Purchaser agrees to provide MSS with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. MSS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge MSS for any costs or expenses without MSS's written consent

6. PAYMENT: MSS may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Unless otherwise agreed in writing by MSS, payment for Work shall be net thirty (30) days. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. MSS retains all remedies for Purchaser's insolvency including, but not limited to, the right to stop work and/or delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at MSS's election, makes all subsequent invoices immediately due and payable and MSS may stop work and/or withhold all subsequent deliveries until the full account is settled and MSS shall not, in such event, be liable for non-performance of contract in whole or in part. Purchaser agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Purchaser agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Purchaser. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Purchaser's breach, such payment shall nevertheless become due and payable at the time agreed to and MSS's further right to seek damages shall remain unaffected.

7. CANCELLATIONS & CHANGES: In the event of Purchaser's cancellation, Purchaser shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by MSS, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Purchaser is responsible for all reasonable storage, insurance, and all other expenses incurred by MSS as a result of Purchaser's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Purchaser requests a change, MSS will provide a quotation to Purchaser within ten (10) days detailing the corresponding change in delivery, price, materials, and similar. MSS shall not be obligated to implement the requested change until the quotation is agreed by the parties.

8. LIMITED WARRANTY: Unless otherwise mutually agreed to in writing, (a) MSS warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by MSS, for a period of one (1) year from installation, and (b) MSS services are warranted to Purchaser to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the Work does not conform to the warranty stated above, if Purchaser provides written notice to MSS of any such defect within thirty (30) days after the appearance or discovery of such defect then as Purchaser's sole remedy, MSS shall, at MSS's option, either repair or replace the defective goods or re-perform defective services. Third party goods furnished and/or installed by MSS will be repaired or replaced as Purchaser's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, MSS shall not be liable for breach of warranty or otherwise in any

manner whatsoever for: (i) any goods or services which, following delivery or performance by MSS, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (ii) defects resulting from Purchaser's specifications or designs or those of Purchaser's contractors or subcontractors other than MSS; (iii) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by MSS, if such damage or harm would have been avoided in the absence of such combination, operation or use; or, (iv) Purchaser's use of the Work in any manner inconsistent with MSS's written materials regarding the use of such Work. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of the Work. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO PURCHASER AND MSS HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. COMPLIANCE WITH LAWS: MSS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the Work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

10. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL MSS BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF MSS OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) MSS'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED.

11. HAZARDOUS MATERIALS: Unless specifically noted in the scope of work or services undertaken by MSS under this agreement, MSS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by MSS shall not operate to compel MSS to perform any work relating to the aforementioned hazards without MSS's express written consent.

12. OCCUPATIONAL SAFETY AND HEALTH: The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. APPLICABLE LAW; VENUE; ARBITRATION: The rights and duties of the parties hereunder shall be governed by the laws as set forth in the Town of Huntersville External Contract Addendum. Nothing herein shall limit any rights under construction lien laws.

14. INDEMNITY: MSS shall indemnify Purchaser from and against third party claims only to the extent directly caused by the negligence or willful misconduct of MSS, its employees, contractors, or agents.

15. INSURANCE: MSS shall maintain insurance coverage consistent with its existing programs but shall not name Purchaser as an additional insured nor waive any rights of subrogation MSS or such insurers may have against Purchaser or its affiliates. MSS will provide Purchaser with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, and will provide Purchaser with its standard certificate of insurance upon request.

16. NO OTHER CONTRACT PROVISIONS; OTHER: There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. These Terms, including the external contract addendum attached hereto and incorporated herein, constitute a completely integrated agreement and cannot be modified unless modifications are accompanied by signed writing approved by MSS. For the avoidance of doubt and not in limitation of the foregoing, MSS shall not be bound by the terms of any contract between Purchaser and any third party or other flow down provisions, regardless of whether Purchaser notifies MSS of such terms unless MSS expressly agrees to be bound by such terms in writing by an authorized representative of MSS. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. MSS reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Purchaser's rights hereunder without MSS's consent (which shall not be unreasonably withheld) shall be void. MSS's failure to require Purchaser's performance of any of these Terms shall not serve as a waiver of or diminish MSS's rights to require strict performance of these Terms.

17. EO CONTRACT CLAUSE: MSS and Purchaser agree to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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TOWN OF HUNTERSVILLE EXTERNAL CONTRACT ADDENDUM

1. **Applicable Laws and Courts**. This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
2. **Jury Trial**. Nothing contained in this Contract shall constitute a waiver of the Town's right to a jury trial.
3. **Ethics in Public Contracting**. If applicable, by submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.
   Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
5. **Exclusivity**. Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
6. **Confidentiality**. The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
7. **Default**. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

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8. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
9. **Anti-Discrimination and Equal Employment**. During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits or services to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
10. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
11. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
12. **Availability of Funds**. Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
13. **Severability**. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
14. **Companies that Boycott Israel**. With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
15. **Governmental Immunity**. Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.
16. **Priority of Terms**. The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.

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Firm

Name:
MSS Solutions, LLC
Name of Contractor (type or print)

By: DocuSigned by: Jeff Tettambel 17E7E82CDA44498...
(Signature)

Title:
VP Sales

Attest: DocuSigned by: John Seymour 540D512F9E6E44C...
(Secretary, if a corporation)

Town of Huntersville

_____
Town Manager

Attest: _____
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

_____
Finance Director

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Pattie McGinnis, Finance Director

Date: April 3, 2023

Subject: Budget Amendment - HFFA Air Filtration System

EXPLAIN REQUEST:
The Town received $650,000 from the state as a State Directed Grant to offset the cost of the HFFA air filtration system.

Appropriate $650,000 to grant revenue (403440.9999.23011) and capital expense (406400.0500.23011). In addition, appropriate fund balance of $1,350,000 (103890.9999) and capital expense (104200.0500.23011).

Estimated cost of new filtration system is $2,000,000.

ACTION RECOMMENDED:
Approve Budget Amendment

FINANCIAL IMPLICATIONS:
Decrease in fund balance of $1,350,000

ATTACHMENTS:
None

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Stephen Trott, Director of Engineering

Date: April 3, 2023

Subject: Consider Revised Resolution To Acquire Right-Of-Way and Easements Beatties Ford at Hambright project

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EXPLAIN REQUEST:
Revision to previously approved Resolution to acquire right-of-way and easements necessary for the construction of the adopted and funded Beatties Ford at Hambright project to include new parcels created by a recent subdivision. Project parcel #2 (PID# 01515143) was subdivided into PID#s 01515179 and 01515180 which are now project parcels 2A and 2B, respectively.

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:
Transportation Reserve

ATTACHMENTS:
1. R-2023-13 BF-Hambright - ROW Resolution REVISED

REVISED RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE RIGHT-OF-WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE ADOPTED AND FUNDED BEATTIES FORD AT HAMBRIGHT PROJECT (BFH)

WHEREAS, the Town of Huntersville (the "Town") has determined that the acquisition of fee title right of way, and easements is necessary to the delivery of the BFH Project; and

WHEREAS, the Town finds that such title, rights-of-way, and easements, including existing public rights-of-way and easements, are for a public use and necessary for the construction of the BFH Project; and

WHEREAS, the statutory powers of the Town include the power to acquire real property (N.C.G.S. §160A-11 and §160A-240.1), including the power of eminent domain (N.C.G.S. Chapter 40); and

WHEREAS, to meet said defined project delivery schedule, the property acquisition process is underway; and

WHEREAS, the Town's proposed property acquisition process for the BFH Project will comply with applicable federal and state requirements; and

WHEREAS, the Town has certified that the parcels ("the Property"), represented on Exhibit A, are needed for the BFH Project.

NOW THEREFORE, BE IT *RESOLVED* BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (the "Town Board") AS FOLLOWS:

1. The Town Board approves and authorizes the acquisition of the necessary fee title, rights-of-way, and easements affecting the parcels described on Exhibit A at a price not to exceed that determined by the appraisals described in the Proposal for Real Estate Acquisition Services by a Professional Property Acquisition Firm and permitted Administrative Adjustments for Right-of-Way Acquisition. No further action is required by this Board to authorize the acquisition.
2. In the event any of the parcels or interest in Exhibit A cannot be acquired by negotiations at the price authorized above, the Town Manager, through counsel, may institute and pursue acquisition by the process of Eminent Domain according to the procedures contained in Chapter 40A, including but not limited to, giving notice of intent to the property owner, executing and filing a complaint and declaration of taking and depositing the necessary appraised value amount with the Clerk of

Superior Court of Mecklenburg County. Any action pursuant to this subsection requires approval by the Town Board.

3. The Town Board hereby authorized the Town Manager, acting on advice of counsel, to take any actions necessary to carry out the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 3rd day of April, 2023.

ATTEST:

_____
Town Clerk

TOWN OF HUNTERSVILLE

_____
Town Mayor

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A - PARCEL INDEX
BEATTIES FORD AT HAMBRIGHT PROJECT

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	015-161-33	County of Mecklenburg
2A	015-151-79	Aspire Carolinas Foundation Inc
2B	015-151-80	Aspire Carolinas Foundation Inc
3	023-031-05	James G Galloway, C/O James Galloway Jr
4	015-171-02	Michael Kucera
5	015-171-01	Michael Kucera
6	023-031-04	Kenneth S Et Al Powell, Beatties Ford Memorial Gardens
7	015-171-20	Arlington O'Neal Cornelius, Kathy S Cornelius

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 3, 2023

Subject: Appointment to Parks & Recreation Commission

EXPLAIN REQUEST:
Scott Harrington resigned his position on the Parks & Recreation Commission, leaving a vacancy for a term expiring December 2023.

After the appointments to the Parks & Recreation Commission on January 3, 2023, there were six applications that remained on file. Those six applicants were contacted concerning the current vacancy. Four expressed interest in being considered, one declined at this time and one did not respond.

Attached are the four applications that wish to be considered for this appointment.

ACTION RECOMMENDED:
Consider appointment to fill unexpired term

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. PRAC-Applicants_2022Term-Revisedfor2023Term
2. Parks and Recreation Commission Member Map 3-28-2023

1.

Tramaine Mills

From: noreply@civicplus.com
Sent: Thursday, November 17, 2022 12:13 PM
To: Parks and Rec
Subject: Online Form Submittal: Parks and Recreation Commission Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Parks and Recreation Commission Application

First Name	Vinit
Last Name	Patel
Address	9631 Denbolme Street
City	Huntersville
State	NC
Zip Code	28078
Phone Number	8642769487
Email Address	2769487@gmail.com
Present Occupation	Data Management Analyst
Place of Employment	Wells Fargo
Approximate hours per month for serving on Advisory Board	8
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On	*Field not completed.*
Education	BS Finance and Risk Mgmt from USC
Business &/or Civic Experience	Charlotte Gamecock Club Board member ALS Association of North Carolina Chapter Ambassador
Areas of Expertise and Interests/Skills	Interested in building parks and rec as an attraction Well versed in construction and building science
Electronic Signature Agreement	I agree.

Email not displaying correctly? View it in your browser.

3.

Tramaine Mills

From: noreply@civicplus.com
Sent: Saturday, November 19, 2022 9:42 AM
To: Parks and Rec
Subject: Online Form Submittal: Parks and Recreation Commission Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Parks and Recreation Commission Application

First Name	Lauren
Last Name	Macko
Address	14224 Lyon Hill Ln
City	Huntersville
State	NC
Zip Code	28078
Phone Number	13307301928
Email Address	lyoswald@gmail.com
Present Occupation	Clinical nurse specialist
Place of Employment	Atrium Health
Approximate hours per month for serving on Advisory Board	4
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On	None
Education	Highest degree is masters in nursing
Business &/or Civic Experience	*Field not completed.*
Areas of Expertise and Interests/Skills	Interests and expertise include development/implementation of projects that improve the health and we'll being of targeted patient population.
Electronic Signature Agreement	I agree.

Electronic Signature Lauren Y Macko

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5.

Tramaine Mills

From: noreply@civicplus.com
Sent: Sunday, November 20, 2022 3:12 PM
To: Parks and Rec
Subject: Online Form Submittal: Parks and Recreation Commission Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Parks and Recreation Commission Application

First Name	Frank
Last Name	Freeman
Address	16010 Hallaton Drive
City	Huntersville
State	nc
Zip Code	28078
Phone Number	17045606723
Email Address	frank.freeman@hotmail.com
Present Occupation	Architect
Place of Employment	Haskell
Approximate hours per month for serving on Advisory Board	6
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On	*Field not completed.*
Education	Bachelor's of Architecture / Masters of Architecture / Masters of Business Administration
Business &/or Civic Experience	25 years as an architect (healthcare type buildings) where creating engaging indoor and outdoor spaces is paramount for patient satisfaction and healing
Areas of Expertise and Interests/Skills	2022 Huntersville 101 graduate. I am an avid runner and visit Huntersville parks and greenways often. I appreciate

	getting around town safely and would like to help open more opportunities for recreation to my fellow townspeople.
Electronic Signature Agreement	I agree.
Electronic Signature	Frank E Freeman

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8.

Tramaine Mills

From: noreply@civicplus.com
Sent: Monday, November 21, 2022 6:29 PM
To: Parks and Rec
Subject: Online Form Submittal: Parks and Recreation Commission Application

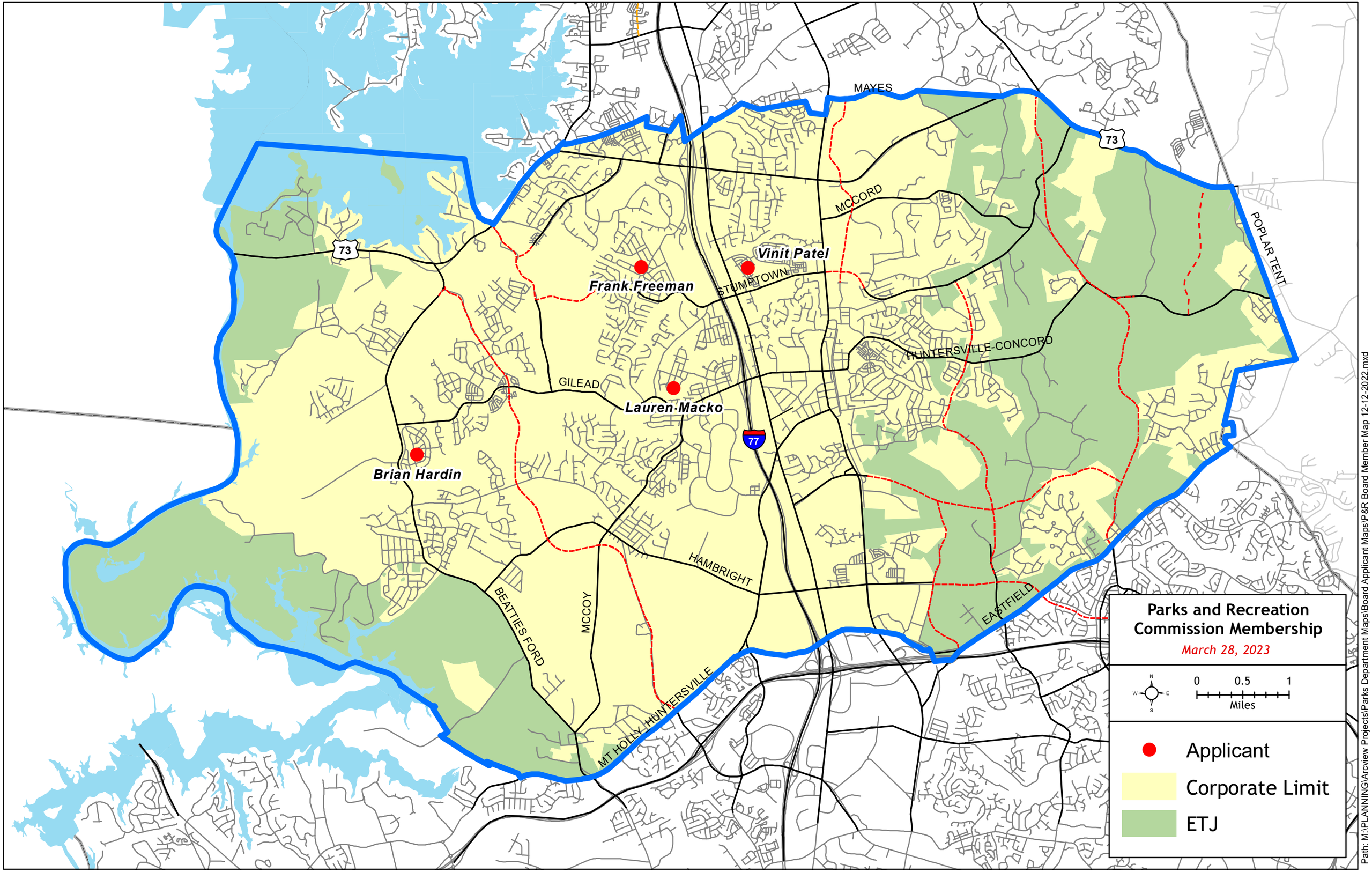
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Parks and Recreation Commission Application

First Name	Brian
Last Name	Hardin
Address	6870 Colonial Garden Dr.
City	Huntersville
State	NC
Zip Code	28078
Phone Number	704-640-1769
Email Address	Brian_hrdn27@yahoo.com
Present Occupation	Insurance Operations
Place of Employment	Branch Insurance
Approximate hours per month for serving on Advisory Board	6
Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On	None
Education	BA Business
Business &/or Civic Experience	Home Owners Association Townhome Board Vice President
Areas of Expertise and Interests/Skills	Budgeting, planning, operations
Electronic Signature Agreement	I agree.

Electronic Signature Brian Hardin Jr.

Email not displaying correctly? View it in your browser.


MAYES
MCCORD
POPLAR TENT
STUMPTOWN
HUNTERSVILLE-CONCORD
GILEAD
HAMBRIGHT
BEATTIES FORD
MCCOY
MT HOLLY-HUNTERSVILLE
EASTFIELD
73
77
Vinit Patel
Frank Freeman
Lauren Macko
Brian Hardin
Parks and Recreation Commission Membership
March 28, 2023
0 0.5 1
Miles
Applicant
Corporate Limit
ETJ
Path: M:\PLANNING\Arcview Projects\Parks Department Maps\Board Applicant Maps\P&R Board Member Map 12-12-2022.mxd

Town of Huntersville
Town Board
April 3, 2023

To: Town Board

From: Barry Graham, Police Major

Date: April 3, 2023

Subject: Homeland Security Revenue to Police Capital Expense Account

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EXPLAIN REQUEST:
Appropriate Department of Treasury - Homeland Security revenue (403421.9999.14007) of $284,000 to the Police Capital expense account (405100.0500.14007). These funds will be used on the following expenditures:

9MM Handguns	$ 160,000
Light Towers (2)	$ 29,000
Replace Motorcycle	$ 30,000
Transport Van	$ 50,000
Greenway Electric Vehicle Cart	$ 15,000
	$ 284,000

For a description of how these items will be used, please see the attached memo.

ACTION RECOMMENDED:
Approve Budget Amendment

FINANCIAL IMPLICATIONS:
No net impact to General fund balance; offsetting revenue and expense.

ATTACHMENTS:
1. Asset Forfeiture 2023

HUNTERSVILLE POLICE DEPARTMENT

9630 Julian Clark Avenue Huntersville, N.C. 28070
(704) 464-5400 Fax (704) 947-9200

Bence Hoyle
Chief of Police

MEMORANDUM

Date: **March 23, 2023**

To: **Anthony Roberts, Huntersville Town Manager**

From: **Major Barry Graham**

Through: **Chief Bence Hoyle**

RE: **Purchase of Equipment with Asset Forfeiture Funds.**

The purpose of this memorandum is to request the use of asset forfeiture funds to purchase the below listed items. The Huntersville Police Department currently has a total of $746,469 between our asset forfeiture accounts. All the listed items fall within the guidelines set forth by state or federal rules to allow the Huntersville Police Department to purchase. We respectfully request to move forward with these purchases:

- Purchase of 9MM handguns. The switch to the 9mm handgun represents several important improvements: Higher ammo capacity, a factory-integrated weapon mounted optic system, ambidextrous controls, better grip profile, lighter weight, while having no significant difference in cost. The 9mm ammunition is cheaper than comparable .40 cal ammo, it has a flatter trajectory, increased shooter accuracy, and reduced recoil impulse allowing faster and more accurate follow-up shots, all while maintaining comparable terminal ballistics to larger calibers. A change to 9mm is emerging as a national and international industry standard supported by decades of research and widespread adoption by local, state, and federal LE agencies and military units. This would replace the existing weapons, sights, additional ammo, and duty gear $160,000.

- Purchase of new light towers. The current light towers are over 25 years old and have become inefficient and unreliable. In addition, both light towers need to be completely rewired as the existing wiring is becoming brittle and/or rusted. The light towers are a great asset to the Police Department and the Traffic Safety Section. Not only are they utilized for traffic enforcement operations, but they have also been utilized at schools where extra lighting is needed, by public works on construction sites, and other projects that require additional lighting for safety and security. This would replace both light towers for $29,000.

- Replace a motorcycle. We currently have two Harley Davidson Motorcycles and are looking to replace the 2015 model with a 2023 BMW police motorcycle. We replaced the first Harley Davidson with a BMW through budgetary funds and received a partial grant to replace the second unit. This would allow for all three motor units to be the upgraded BMWs. The BMW models have advanced

braking and maneuverability features that increases officer safety. Replacement of one Motor unit $30,000

- Purchase an equipment vehicle. Currently, the Huntersville Police Department has numerous large and bulky pieces of equipment stored in various locations inside the police department that are needed for incidents in town. A new transport van would make it easier to centrally locate this equipment and simplify the process to transport the equipment to scenes in an expedited manner. The equipment in question includes the department drones and their associated equipment, ICOR robot, ballistic equipment, breaching equipment, specialized less lethal equipment, negotiator throw phone and adjoining large spool of cable. Many of these items are very large and bulky, and do not fit into a single police vehicle.

  Currently, when there is a need for the deployment of any of this equipment, multiple (3-4 or more) officers must be directed to the police department to retrieve it before they can respond to the scene where they are needed. Purchase of 1 Transport Van $50,000

- Purchase of an electric vehicle. The purchase of an electric vehicle to patrol the greenways allows first responders to deter and help prevent crime. This will allow our personnel to interact with the public so that we can continue to build strong and sustainable relationships throughout our communities. We believe it's important for neighbors and families visiting greenways and parks to feel safe and secure.
  This will be a fully equipped first responder electric vehicle that allows the police department to respond to emergencies along the greenway and provide support to other departments. This vehicle will also be utilized during town events or large gathering as a support vehicle.

  The vehicle provides the officers excellent mobility and visibility while maintaining a safe and family-friendly trail system. Greenway Electric Vehicle Cart $15,000

  Current Greenways – 4.4 miles

  - Torrence Creek Greenway – 2.34 miles
  - Upper McDowell (Sam Furr to Westmoreland) – 1.5 miles
  - Downtown Greenway (NC 115 to Commerce Center Dr.) – 0.6 miles

  Future Greenways – 10.9 miles

  Torrence Tributary II (Rosewood Meadow Ln. to Compass St/Cats park-n'-ride) – approx. 1 mile

  McDowell (Gilead Rd – Birkdale) – 4 miles with neighborhood connections – construction should start soon on lower half, upper section should start construction FY24-25

  Lower McDowell (existing Torrence Creek greenway to Beatties Ford Rd) – 2.2 miles target construction date FY24-25

  South Prong Clarke Creek (Vermillion Greenway – Asbury Chapel) – 2.2 miles target construction date FY25-26

  The Park – Huntersville Greenway (McCoy Rd – Reese Blvd) – 1.5 miles target construction date FY26-27.