



AGENDA

Regular Town Board Meeting

May 15, 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 - None**
- 2. Call to Order**
- 3. Invocation/ Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Staff Questions**
- 6. Public Comments, Requests, or Presentations**
 - 6.A. National Public Works Week Proclamation. *(Mayor Melinda Bales)*
 - 6.B. CrimeStoppers Presentation to Chief Hoyle.
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
 - 8.A. Approve the minutes of the April 17, 2023 Regular Town Board Meeting. *(Janet Pierson)*
 - 8.B. Approve the minutes of the April 24, 2023 Special Town Board Meeting. *(Janet Pierson)*

- 8.C. Accept streets in Stoneybrook Station Subdivision for Town Maintenance. *(Kevin Fox)*
- 8.D. Adopt Resolution to accept Ranson Road Widening Construction Contract. *(Kevin Fox)*
- 8.E. Adopt Resolution to accept on-call property acquisition contracts. *(Stephen Trott)*
- 8.F. Adopt Second Amendment to the Transportation Projects Capital Project Ordinance to transfer funds from Gibson Park Drive (\$86,651), Holbrook Street Extension (\$9,579), Walters Street (\$99,361) and David Kenney Farm Connection (\$243,807) to the Ranson Road widening project. *(Pattie McGinnis)*
- 8.G. Adopt Resolution to acquire right-of-way and/or easements for the construction of the Old Statesville Road (Damson Drive) Sidewalk Project. *(Stephen Trott)*
- 8.H. Adopt Resolution to acquire right-of-way and/or easements for the construction of the Covington Crest Sidewalk Project. *(Stephen Trott)*
- 8.I. Adopt Resolution to acquire right-of-way and/or easements for the construction of the Huntersville-Concord (Warfield Avenue) Sidewalk Project. *(Stephen Trott)*
- 8.J. Adopt Resolution to acquire right-of-way and/or easements for the construction of the NC115 at Greenway St project. *(Stephen Trott)*
- 8.K. Approve budget amendment appropriating Local Option Transit Tax Revenue in the amount of \$1,000,000 for Transit Tax expense account. *(Pattie McGinnis)*
- 8.L. Approve budget amendment appropriating \$5,000 to Downtown Revitalization Revenue for an Art Piece. *(Tracy Houk)*
- 8.M. Approve budget amendment appropriating interest income in the amount of \$13,183.97 on the 2013 GO Transportation Bonds for Main Street project. *(Pattie McGinnis)*
- 8.N. Approve budget amendment appropriating \$29,756.05 to Insurance proceeds - Police for the replacement of a police car. *(Major Graham)*
- 8.O. Approve budget amendment appropriating \$2,100 to Memorial Tree Fund revenue for two trees along the downtown greenway and one bench at Veterans Park. *(Michael Jaycocks)*
- 8.P. Approve budget amendment appropriating \$128,000 to Mobility Study grant revenue for the cost of the study. *(Brian Richards)*

9. Public Hearings

- 9.A. Conduct public hearing on the proposed budget for FY2024 (*Anthony Roberts*)
- 9.B. Conduct public hearing on Petition #ANNEX 23-03, a petition by Whitby Bowman, LLC, to annex 34.082 acres into the Town of Huntersville. (*Nathan Farber*)

10. Other Business

- 10.A. Consider decision on Petition #ANNEX 23-03, a request by Whitby Bowman, LLC, to annex 34.082 acres into the Town of Huntersville. (*Nathan Farber*)
- 10.B. Conduct a quasi-judicial evidentiary hearing and consider decision on Petition #SUP23-01, a request by hep Petra Development LLC on behalf of the City of Charlotte for a Special Use Permit for a major solar energy facility at 5824 Jim Kidd Road Huntersville, NC 28078 PIN 01305102. (*Lauren Speight*)
- 10.C. Consider a decision 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*)
- 10.D. Consider a decision on Petition #TA23-02, 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. (*Lauren Speight*)
- 10.E. Consider approving proposed FY24 Electric Rate Changes. (*David Lucore*)
- 10.F. Consider adopting Resolution to approve the awarding of a service firearm to a retiring law enforcement member. (*Anthony Roberts*)
- 10.G. Consider authorizing the Town Manager to renew the Law Enforcement Services Interlocal Agreement Between Mecklenburg County and the Town of Huntersville. (*Jackie Huffman*)
- 10.H. Consider adopting 2023 GO Bond Resolution (1 of 2) directing the publication of notice of intention to apply to the Local Government Commission for Approval of Bonds. (*Anthony Roberts*)
- 10.I. Consider adopting 2023 GO Bond Resolution (2 of 2) that makes certain statements of fact concerning proposed bond issue and authorizing the application to the Local Government Commission. (*Anthony Roberts*)

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
May 15, 2023**

To: Town Board

From: Melinda Bales, Mayor

Date: May 15, 2023

Subject: National Public Works Week Proclamation

EXPLAIN REQUEST:

The week of May 21-27, 2023 is the 63rd annual National Public Works Week sponsored by the American Public Works Association. In order to recognize this week on a local level, we request the Mayor proclaim May 21-27, 2023 as National Public Works Week in Huntersville.

ACTION RECOMMENDED:

Adopt Proclamation

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Proclamation for Public Works Week 2023

Town of Huntersville

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Huntersville; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Huntersville to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Melinda Bales, Mayor of the Town of Huntersville, do hereby proclaim May 21 – 27, 2023 as “*National Public Works Week*” in Huntersville and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 15th day of May 2023.

Melinda Bales, Mayor

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 15, 2023

Subject: Approval of Minutes - April 17, 2023

EXPLAIN REQUEST:

Consider approving the minutes of the April 17, 2023 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**April 17 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 4:30 p.m. on April 17, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, and Derek Partee. Commissioner Stacy Phillips was not present.

Mayor Bales called the Pre-meeting to order.

Five Year CIP and Potential Bond Referendum. Jackie Huffman, Deputy Town Manager and Anthony Roberts, Town Manager, reviewed the 5-year CIP and potential bond referendum. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Mr. Roberts pointed out if the Board wants to move forward with a November 2023 GO bond referendum, the questions and amounts will need to be determined and a resolution adopted at the May 15, 2023 Town Board Meeting.

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 April 17, 2023.

GOVERNING BODY MEMBERS PRESENT: Mayor Melinda Bales; Commissioners Dan Boone, Rob Kidwell, Amber Kovacs, Lance Munger, and Derek Partee. Commissioner Stacy Phillips was not present.

Mayor Bales called the meeting to order.

Mayor Bales called for a moment of silence.

Mayor Bales led the Pledge of Allegiance.

STAFF QUESTIONS

Commissioner Kidwell requested update on the traffic signal timing at NC 115 and Gilead Road.

Kevin Fox, Director of Public Works, explained it would be four to six weeks before NCDOT will have the loop replaced.

Commissioner Partee requested the Parks & Recreation Director announce the Wine on the Vine event.

Michael Jaycocks, Parks & Recreation Director, announced Wine on the Vine is May 25. The Jazz Concert Series is this Saturday and Sunday. Hello Huntersville is May 6.

Commissioner Partee expressed appreciation to Kim Strickland, Public Information Officer, for her work and wished her well on her new venture.

Commissioner Kidwell requested update on citations issued by officer who had expired radar certification.

Major Graham noted the DA was contacted and all citations have been accounted for.

Commissioner Kovacs requested update on new town hall.

Bobby Williams, Assistant Town Manager, noted soil testing has been done. The plan is in the design development phase right now.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Citizens' Climate Lobby Presentation. Rich Sampson and Mary Ann Sprung requested the Board move forward to draft and adopt a resolution asking Congress to enact a Carbon Fee and Dividend legislation. *Refer to PowerPoint attached hereto as Exhibit No. 2.*

Mayor Bales recognized former Commissioner Charles Guignard and former Mayor Sarah McAulay who were present at the meeting.

Sarah McAulay, 300 Gilead Road, said I respectfully request you to pass the Downtown Study Report that's before you tonight. It has been worked on with a lot of good will, different opinions coming together in passing it. I am asking you, as leaders of the Town, pass that, then you, citizens, staff and others can work to bring the action items to reality.

Mayor Bales expressed appreciation to the Downtown Steering Committee for their work.

AGENDA CHANGES

Commissioner Munger made a motion to approve the agenda as presented. Commissioner Partee seconded motion. Motion carried unanimously.

CONSENT AGENDA

Approval of Minutes. Commissioner Kidwell made a motion to approve the minutes of the March 20, 2023, Regular Town Board Meeting. Commissioner Kovacs seconded motion. Motion carried unanimously.

Budget Amendment – Police Salaries. Commissioner Kidwell made a motion to approve budget amendment appropriating \$15,913.89 to the Transfer to General Fund account and Police Salaries related to interest earned on ARPA funds. Commissioner Kovacs seconded motion. Motion carried unanimously.

Call for Public Hearing – Proposed Budget. Commissioner Kidwell made a motion to call a public hearing for Monday, May 15, 2023, at 6:00 p.m. at Huntersville Town Hall to receive comments on the proposed budget for FY24. Commissioner Kovacs seconded motion. Motion carried unanimously.

PUBLIC HEARINGS

None

OTHER BUSINESS

2023 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. On February 28, 2023, the Huntersville Planning Board unanimously (8-0) recommended approval of the Downtown Master Plan.

During the April 3, 2023 Public Hearing, Commissioner Kovacs questioned if the symbols shown in the Greenfield Park community were roundabouts. Staff indicated they were not. The final version of the plan will remove those symbols to clarify the issue.

Commissioner Kovacs made a motion to approve the 2023 Downtown Master Plan.

Commissioner Boone seconded motion.

Board members expressed appreciation to the Downtown Steering Committee members for their work.

Mayor Bales called for the vote to approve the 2023 Downtown Master Plan.

Motion carried unanimously.

2023 Downtown Master Plan attached hereto as Exhibit No. 3.

Charter Caldwell Station Subdivision Sketch Plan. Mayor Bales said this is a quasi-judicial hearing, so we will be conducting an evidentiary hearing and consider a decision on Charter Caldwell Station Subdivision Sketch Plan. This is a request by Charter Properties, Inc. to subdivide 5.51-acres located at 17223 Old Statesville Road for a 39-unit townhome development.

David Peete, Principal Planner, said I want to enter the Staff Report into the record. This is the last hearing under the quasi-judicial process. I will turn it back over to you to begin and then I will come in when necessary.

Mayor Bales said do we have the applicants here.

Mr. Peete said we do.

Mayor Bales said 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 conclusory testimony lacking the foundation of the expert's opinion is insufficient to establish the existence or nonexistence of a fact or a 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-accepted 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 the 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 property owners if different from the applicant.

Is the applicant here and is the property owner, or are they one in the same?

The applicant came forward.

Mayor Bales said are there other persons who believe they have standing to participate fully as a party?

Stephen Trott came forward.

If each of you will just give me your name and address and just briefly state the reason why you believe you have standing. Any one other than the applicant must be provide a specific reason.

Eric Williams, Charter Properties, 1520 South Boulevard, Charlotte, said I'm part of the applicant group.

Phil Vetter, Charter Properties, said I'm also with the applicant.

Stephen Trott, Town of Huntersville Director of Engineering, said I'm here to answer any questions.

David Peete, Planning Department, said I'll be presenting the application before you.

Mayor Bales said seeing that no one else is here, does anyone plan to call witnesses this evening.

Mr. Williams said does that include, we have our Land Planner Engineer.

Mayor Bales said yes, please, if you wouldn't mind, please come and introduce yourself as well because I will be swearing everyone in or affirming everyone.

Nick Bushon, Design Resource Group.

Mayor Bales said you have the option to swear in or affirm.

Mayor Bales swore in David Peete, Stephen Trott, Eric Williams, Phil Vetter and Nick Bushon.

Mayor Bales said 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 Partee said a question for Ms. Sloop. I served on the Planning Board when this project came before us for rezoning. Can I still sit on quasi-judicial?

Ms. Sloop said yes.

Mayor Bales said any other disclosures at this time.

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 communications as well as conversations with parties, staff, or the general public. Does any Board member have any ex parte communications to disclosed.

No ex parte communications were disclosed.

Mayor Bales said seeing none, I'd like to now call on Planning staff for the presentation of their Staff Report.

David Peete, Principal Planner, said this property is located on 115, just before the northern boundary of the Town limits. Here are the four parcels that represent the 5-1/2 acres as they are represented on the west side of NC State Road 115.

You can see that the property is zoned Neighborhood Residential. It is the hatched area. Across the street or across the railroad tracks, you have a recently approved TNDU development which has some mixed residential product and then there is some Corporate Business property there in the gray that you can see.

The majority of the property to the west and the rear of this is the large Caldwell Station development that was approved in 1998 that has multiple facets to it.

This is just a quick blow-up of showing you where the Caldwell Station Apartments are to the rear of this and then you can see some single-family homes that are part of Caldwell Station further to the left of the screen, and then across the street is that relatively new development that I just referenced.

Just a real quick synopsis. Again, I've gone over the zoning. They are looking to build 39 townhomes on this property. That is a little over seven units an acre density, which is very much in keeping with what you would want near an identified future rail station. The parking right there, as you can see, is very adequate in terms of the units that they are looking to provide.

The colorized area is the site plan. You can see that there are only seven buildings, three of them along 115 and then there would be four in the back. The gray area in the back is the existing second phase of the Caldwell Station Apartments. It is also under modification, but it is a staff review. Everything about it is an administrative level of change. If anything new were to change that the category we would bring it back through a process, but right now as we speak it is perfectly in staff's wheelhouse, if you will, and so that needs to be reviewed and approved before this particular project would be able to dovetail into it and I'll go over a little bit more of that in just a second when we look at the recommendation.

Here is the site plan again in just a little more detail. You can see some of the trees in the middle that are looking to be saved as part of an urban open space, but there's really just the one road running parallel to 115 and then the units that front 115. I'll be happy to go back over any of the details of the site plan if you'd like after I move through. I won't bore you with the particulars of the data chart again unless you have questions, but it is compliant in all of its elements. Again, here is the extent of the project that needs to be approved in its modification in order for these townhomes to happen. Primarily the road connection would not be possible without modifying Phase 2 of the apartments and in particular there is a large wall that was created and that would have to be modified as well for this to take place, too.

The 2040 Community Plan shows that this is part of the Town Core, so there high density is supported in that area. This is everything that's basically within a several mile distance of 77, 21 and 115. You can see that there's an Activity Center that is located right there where that future rail station is identified. This illustration just shows you where those three stations are located. Quick CMS report that was in

your packet. Obviously, they are looking at about seven units, so it's a very minor CMS impact in terms of what they see.

I just want to give you an update very quickly. The three parts or the three tests that we look at for this subdivision, we found the application to be complete. The requirements of the ordinance are being met with the following exceptions. I'm going to give you an update. The administrative amendment to Phase 2 of Caldwell Station Apartments as I have alluded to previously would need to be approved for this to happen. That is a very specific recommendation from staff. The second bullet indicates that the applicants are asking for a modification to block length along 115 and that comes about primarily because DOT will not allow them to have another connection and so because they cannot connect out to 115 in any other location, the block exception is supported by staff.

The third bullet dealt with the elevations. They actually have been adjusted since they went to Planning Board. Staff finds them to be achieving what the ordinance is looking for and there's actually going to be some color adjustment as well and I'll let the applicant speak to that when it's their turn because the black and white is all that we have at the moment.

You can see in the fourth bullet in red that we do have the willingness to serve letter from Charlotte Water. That has been updated because it was over a year old, so no issues there. There is a particular note regarding a storm system bypass that has to go through Phase 2 and again because that is not approved as I stand here, it needed to be stated that this is conditioned upon that. All that is is basically saying that the storm water solution is on that other project and they cannot go forward with the townhomes until that exists. If you have any other questions beyond that, hopefully I can elaborate on that. And then the last three notes are our catchall about Town transportation, water quality and all other miscellaneous planning notes that would be there to make the plan approvable. With that, they have satisfied all of the requirements that staff had for recommendation and because it is compliant with our policies, plans and ordinances, we would recommend conditional approval. Are there any questions of the proposal in front of you.

Commissioner Kidwell said you mentioned future rail service a couple of times. I don't think the Red Line is coming. Is this based off an old ordinance that allowed that?

Mr. Peete said it's based on the April 4, 2022, which is the time the application was submitted. That's where we are standing based on ordinance, policies and plans.

Commissioner Boone said you entered the Staff Report into the record, and I've got a question about Part 6, the Planning Board recommendation. The Planning Board recommendation has seven points here, one then it jumps to three. What happened to number 2? It says 1, 3, 4, 5, 6 and 7.

Mr. Peete said I can't speak to why that was not part of their motion, but this is the motion that they gave.

Commissioner Boone said so there's nothing missing in this?

Mr. Peete said not to my knowledge.

Commissioner Munger said as you mentioned, this was accepted back in April 2022 and it looked like it was accepted by the Town May 27, 2022. Is there a time limit on how long that can be in this status,

because obviously it's almost a year later. Was there a specific time limit where this would expire and we had to vote or they would have to resubmit?

Mr. Peete said the Town of Huntersville does not have any hard rules about that. The county does and we work with them through review. I can tell you that if a project were to remain pretty much in limbo for an extended period of time, I'm going to say approximately six months or so, then we would very seriously look to contact and see what is going on, but we have been in very continual contact. There were a lot of different approaches that they were looking to use.....first off there was one approach where they weren't even using the property. And then they thought well maybe it did make sense, maybe extend the apartments into that area, so they went through a lot of different versions of the site plan. There has been continual work on the project ever since even though it is a long time, the applicants can certainly speak to it. As to what else affected how they came in or the frequency they came in, they can speak to that.

Commissioner Munger said the specific item that we are looking at here tonight is the block length waiver, shifting it from 500' and allowing it to be 775', is that correct?

Mr. Peete said that's correct.

Commissioner Munger said my last question has to do with something that was mentioned in the Planning Board motion that sounds like perhaps if a motion were to be made tonight I wouldn't.....or whoever made the motion wouldn't have to consider and that was Item 2 the townhome elevations too similar. It sounded like the new pictures they presented fulfilled that request. Is that correct?

Mr. Peete said that is correct.

Mayor Bales said at this point if there are no other questions for staff, we'll now move to the applicant. Do you have something to present this evening or would you rather open it up for questions?

Mr. Williams said just generally I would like to say we've worked very closely with staff to become fully compliant on this plan. In regards to the timing of it, I don't know, David, exactly when we first submitted, but it was probably 7 or 8 months ago and in order to work with DOT and the tree save and the little pocket park, and the walkway through that for connection, those things sometimes take time, so we've worked really hard over the last 7 or 8 months to get to where we are and to be fully compliant.

Mayor Bales said do you have any questions for the applicant at this time? Did I understand that there were some elevations, color elevations that you had to present this evening, or no.

Mr. Williams said we don't have colored elevations. We submitted these elevations in response to staff questions about changing some of the design, so we responded with that. The reference is probably in regard to conversations we had with David and our staff at Charter on working to adjust some color and working with staff as we move forward on we didn't have exact color palette to come and say this is what it's going to look like, but we offered to make those adjustments to provide some variation as staff looks at it as we move forward.

Mr. Peete said I think the important part of the conversation was they would not be the same color.

Mayor Bales said does the Board have any more questions for our parties this evening? 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, 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 and we did not have that this evening. 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 application.

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.

At this time, is there a motion regarding this request?

Commissioner Munger made a motion to approve the Charter Caldwell Station Subdivision Sketch Plan. The Town Board finds that the application is complete and the Charter Caldwell Station Subdivision Sketch Plan is consistent with adopted public plans and policies and complies with all applicable requirements of the Zoning Ordinance and the Huntersville 2040 Community Plan as stated within the finding of facts in Parts 2 through 4 of the Staff Report. The proposed Charter Caldwell Station Subdivision lies completely within the 2040 Community Plan Town Core Future Land Use Character Area and is supported by Policies EOS-8.3, EOS-10, LU-2.1, LU-5.3, LU-7.1, LU-8.3, LU-9.1, LU-10.1 and T-5.1. The Town Board approves the Charter Caldwell Station Subdivision Sketch Plan and the requested block length modification for the NC 115 block, not to exceed 775'. The approval is contingent upon the applicant working with staff to resolve: (1) the administrative amendment to Caldwell Station Apartments Phase 2 must be approved for the subdivision to be approved; (2) Add a note regarding storm system by-pass through Caldwell Station Apartments – Phase 2 required for Charter Caldwell Townhomes; (3) Town Transportation comments must be addressed; (4) Water quality concept plan must be approved by staff; (5) Address any remaining redline comments with staff.

Ms. Sloop said just for clarification are you also adopting Staff Findings of Fact.

Commissioner Munger said my apologies, yes, I am.

Commissioner Boone seconded motion.

Motion carried unanimously.

Mayor Bales said staff will draft and I will sign a final written decision to reflect the vote and reasoning for this decision. I would like to thank everyone for attending the hearing and we welcome you to stay for the other items on the agenda and if you are leaving, please do so quietly at this time.

Medic Resolution. Commissioner Boone made a motion to approve the Resolution in response to proposed Medic reconfiguration.

Commissioner Kidwell seconded motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 4.

HFFA HVAC Equipment and Installation of Services. 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. Therefore, Town is proposing to award the purchase of equipment and installation of services to MSS Solutions.

Mayor Bales reminded the Board this item was deferred from the first meeting in April and must have a supermajority vote to pass.

George Eversmann, Huntersville Family Fitness & Aquatics, noted MSS Solutions has been determined to be the lowest responsive responsible bidder. MSS Solutions does have a representative present.

Commissioner Boone made a motion to approve the award of a contract included in the agenda packet for the purchase and installation of HVAC equipment at HFFA to MSS Solutions, the lowest responsive and responsible bidder.

Commissioner Partee seconded motion.

Commissioner Munger said we're looking at approximately \$1.25 million to \$1.3 million coming out of the General Fund to fix something that from day one was kind of a disaster. It feels like we are throwing money down the drain. We have roughly \$50 million in the General Fund, of that \$42 million is otherwise allocated, which leaves us \$8 million that is free for us to do different projects. The idea that we are spending \$1.3 million on this, I struggle with this. One other thing to keep in mind as Jackie had pointed out as well, based on the reval, our per penny is \$1.5 million. Let's say we go crazy and go with a 20 cent property tax when we come up for budget or through the reval process, we are basically saying 5 percent of that, 1 cent, is going for this particular project. I can't do that. I'll be voting against this.

Commissioner Kidwell said 5 years ago when this system was put in, the current company was just taking over for another company. The system was preapproved by a previous company. They were told it was going to work. Unfortunately, it has failed. It's been failing and has continued to fail. The company that put in the system and the company who created the system have washed their hands of it. I feel confident that MSS is going to put in the right system that's going to last us years to come, and it will give the proper air quality to that pool that we need. We've got divers who are heading to Washington, D.C. to qualify for the Olympics that practice in that pool. We've got future Olympians training there and I think it's worth the investment in a facility that we're tied to, it's not going

anywhere. The County owns the property, we own the building, it's got a 99-year lease, we've got years of debt on it. That's ours and we've got to make sure that we are creating a good air quality environment for these children that are training to be athletes, whether it's at the college level or the Olympic level, or whether it's just they want to dive into a pool on a hot summer day or a cold winter morning, it doesn't matter, we've got to take care of it. It is our responsibility to that facility and the patrons.

Commissioner Kovacs said I echo what Commissioner Munger's thoughts are. I do believe it's fiscally irresponsible for us to put such a large amount of money in something that we are continually putting money into without money coming back to us. We requested money from the state and Representative Bradford went to bat for us and requested the money for us. I think it would be more irresponsible to ruin the relationship with him and the state by going back and saying we don't want the money, because I don't want to burn bridges on future funding. I do think we need to figure out a way that this could.....it doesn't need to be profitable, but we can't continually keep going negative in what we've put in without anything ever coming out of it. I will have to support this because I do think it would be more irresponsible to burn bridges.

Commissioner Partee said I am a frequent user of the aquatic center. I work out there four or five times a week and specifically on weekends I've had the opportunity and pleasure to see the families come in with their children for the swim lessons. As Commissioner Kidwell has stated, this is an Olympic facility. We have an Olympic diving board platform and it's Olympic swimming in distance and it's been officially recognized by the Olympic committee for our athletes to qualify for the Olympics. On weekends it's even used so much we have valet parking. The community is using it and it warms me to see the kids, the families, enjoying the facility, so I am for this.

Mayor Bales said all I will say is that we own this facility – right, wrong or indifferent it was built 20 some years ago and it's our responsibility to maintain it.

Mayor Bales called for the vote to award contract for the purchase and installation of HVAC equipment at HFFA to MSS Solutions.

Motion carried 4 to 1, with Commissioner Munger opposed.

Contract attached hereto as Exhibit No. 5.

Budget Amendment HFFA HVAC. Mayor Bales said the Town received \$650,000 from the state as a state directed grant to offset the cost of this air filtration system.

Commissioner Boone made a motion to approve appropriating the \$650,000 to grant revenue capital expenses and \$1,350,000 fund balance and capital expenses to pay for the estimated cost of the new air filtration system for HFFA.

Commissioner Partee seconded motion.

Motion carried 4 to 1, with Commissioner Munger opposed.

Budget Amendment – Homeland Security. Major Graham said I have received several emails and tried to answer every one of the questions that I've received during the past week.

Mayor Bales reminded the Board that because this is a budget expenditure, it must have a super majority vote to pass.

Commissioner Kidwell said can we divide this motion – a motion talking about the financing, and another motion within that motion talking about what’s being purchased. For instance, I would, hypothetically speaking, make a motion to approve the use of funds for handgun towers, motorcycle, etc., but another motion to not use the funds here, but use fund balance.

Ms. Sloop said you could make that in the same motion. You would just specify the source of the funding in the motion.

Commissioner Partee shared his experience as a retired law enforcement officer on how asset forfeiture funds come about.

Commissioner Munger said I’ve seen a lot of the emails going back and forth and a lot of questions and it concerns me that there are potentially members on this Board who appear to be actively working to defund our police department out of the fear of taking money from criminals. By voting yes tonight, I am saying that when individuals commit crimes there are consequences and that our brave men and women in blue need the necessary tools to fight back against people like this.

Commissioner Kidwell said I was the commissioner asking the questions and absolutely not about defunding the police. It was about where the money was coming from. Eighty percent of the money collected at the federal level is administrative, it’s not through criminal cases. Mooresville just had to refund some money that they took from a couple of innocent people after a long court battle. Those individuals had the opportunity to fight to get their money back. Not everybody does. This is not an opportunity to defund the police, this is about transparency of where this money comes from. If we could identify where each dollar comes from, that’s transparency. We don’t know where each dollar comes from and that’s an issue for me. Another issue is we have had individuals get pulled over where they might have thousands of dollars in cash and they are going to go buy a vehicle, an ATV or something like that. That’s money that they have saved up.....they may not believe in banks. They get pulled over. An officer might say that’s too much money to have on you and they seize it, then they have to go through a court battle to get it back. I agree with everything being asked for except the greenway electric vehicle cart. I would rather have motocross bikes for patrols on the dirtways and greenways. If a motion was made tonight to say separate the funds from the items, I would support the items 100 percent from our general fund. I cannot support the taking or using money where we don’t know where it comes from because even if it affects just 20 percent of individuals who it was taken from them and it was done unjustly, it’s wrong.

Commissioner Boone said I’m on the Board of Directors for Crimestoppers and there’s not a lot I can say about this, but we all know there was a small girl that was missing in the Town of Cornelius and because of the working relationships with the Cornelius and Huntersville Police Departments and the way they work with the FBI, Homeland Security, the airport, the Cornelius Police Department had boots on the ground within 12 hours after the girl was reported missing.

Major Graham said that is correct, they had folks in Michigan and some other places looking for her very quickly, so it is about relationships as well. Can I respond back to Commissioner Kidwell? Two things that you said, the Mooresville thing and then the officer stopping and taking a car. I’m not denying that happens. I will say that the Huntersville Police Department doesn’t do that. We do not adopt cases through the federal government. We have our officers that are on the task force that originate these

cases down there. If an officer stops somebody out here and they have a bunch of money in it, the State of North Carolina prohibits us from doing civil seizures. We cannot do it. It's against the law. It has to be related to a crime. That's the only time we could do that. The action that happened in Mooresville, they did a criminal case, they seized the stuff, they got the money, they went to court and the judge told them to give the money back and then they got the government to adopt the case. I'm not going to give my opinion about that. We do not do that. We've been doing this 13 years. I started in 2010 with HSI. We've had some folks in the DEA as well. HSI with the Department of Treasury is a little antiquated. Everything they do is on paper. When we do a case down there and you give a receipt to the person, they write it out pen and paper, and hand them a copy of it. When we submit our forms through them, it has to be an original signature. The Department of Justice, everything is electronic. I've got access to minimal files. The Department of Treasury is going on to this particular front facing website. We sign an agreement to be able to go in there and look at those cases. I can tell you the date and how much it is. It doesn't have people's names on it, but I can tell you if it was a civil seizure, if it was an administrative seizure, if it was a criminal seizure. The Department of Treasury or the Homeland Security has committed to us that they are going to that exact same system. I don't have access to it right now. I've talked to these folks in Charlotte and they said going forward as soon as we get a check if we will contact them at that point, they will do everything they can to find us which cases those are related to. I can't go back and fix what's happened. I'm trying my best to fix what's going forward. At this time next year, I should be able to give you a lot more information if everything is electronic. I can tell you that the \$284,000 is approximately 22 cases that we brought in money from that and we get asked the question how many people's rights did we violate. I would have to say zero. We've got no complaints. We've got no ethics violations. It's been through the civil court, it's been through the criminal court, it's been through administrative court, all the appeals and everything else. I have nothing to show that we have done anything wrong. And what you said, it happens. It absolutely happens. I know that. But in North Carolina we are not allowed to do that, and we've had one adoption case in Huntersville. I talked to both of our criminal investigation commanders today. It was years ago. We had a robbery call on Sam Furr Road, we go in there, the victim when they were interviewing him he's got a safe open, ton of drugs in there. We come back out we immediately called our task force at that point. That's the only thing that comes close to doing an adoption case that we found and we turned it over at that time. We do not have adoption cases. I don't have a policy that says we don't do it, but that is our practice. Anything that is originated from any of this money that comes in from the DEA or HSI originates from a drug case. During that drug case they may do human trafficking, embezzlement, money laundering, things like that happen, but we have to go to court and prove every single dollar is related to a drug case and we have to do that in front of a judge. All administrative seizures are done through a judge. Generally, they go through there, they get charged criminally, the defendant decides they don't want to fight that in court about whatever they have taken whether that's money, houses, jewelry whatever it happens to be. The administrative court issues an order by the judge saying you've got from this date to claim that you want to be part of this to get your stuff back and they never respond. Eighty-six percent of our cases through the DEA are administrative. The people abandon it basically is what it is. We have 5 to 6 percent of criminal and 6 percent civil. The civil cases through the DEA I can tell you back to the address it was in Huntersville that was seized. The only reason it was civil was because a man and a woman both had their name on the house. He was a convicted drug dealer for making steroids and things like that, so the US government seized the house and made them sell it and then he had to pay his portion and then she got her money back out of the house. So, your statement is true, but I want to assure everybody sitting on this Board, Huntersville Police Department doesn't do that.

Commissioner Partee made a motion to appropriate Department of Homeland Security revenue in the amount of \$284,000 to the Police Capital Expense Account for the purchase of police equipment.

Commissioner Munger seconded motion.

Commissioner Kovacs made a substitute motion to appropriate \$284,000 from the General Fund Balance to Police Capital Expense Account to be used on stated items. I think that would allow for our Police Department to get needed items, but like you said they are a little antiquated and late on updating their system so that would allow time for you to get what you need, but before we are using funds that we can't tie to cases we can at least use our funds so you can get what you need and then when we can have that electronic trail to be more comfortable with using the Homeland Security revenue.

Mayor Bales said to be clear, your motion is to appropriate \$284,000 from the General Fund.

Commissioner Kovacs said yes.

Commissioner Kidwell seconded motion.

Commissioner Munger said I'm commenting specifically on the substitute motion. One of the comments in the substitute motion was we don't know which cases. Did you say, and maybe I misheard, that there were 22 specific cases that this money was tied to.

Major Graham said it took 22 cases that we brought in money for to add up to \$284,000.

Commissioner Munger said and you know those 22 cases.

Major Graham said I don't have access to those case files to tell you their names or what it was related to, but I'm just saying the money because one of the questions we were asked is how many cases were involved to make up the \$284,000. That would be approximately 22 cases.

Commissioner Munger said that was the clarification specific to the motion.

Commissioner Partee said just for clarification, the asset forfeiture funds, will that go into a bank account, will that go into escrow fund.

Anthony Roberts, Town Manager, said asset forfeiture funds will sit there. You can't supplant things, so those funds will stay there. But if we pull this, we will be pulling it out of General Fund balance just like you did tonight for HFFA. I will tell you that we should be using these funds for these type things. If there's something you don't like on there, pull it off, but I would say this is exactly what you should be using these funds for or they sit there.

Mayor Bales called for the vote on the substitute motion to appropriate the \$284,000 from the General Fund account.

Motion failed 2 to 3 – Commissioners Kidwell and Kovacs in favor; Commissioners Boone, Munger and Partee opposed.

Mayor Bales called for the vote on the original motion to approve the \$284,000 out of the Police Capital Expense account.

Commissioner Kidwell said would you amend your motion to include coming back to the Board with specifics of the cases at a later date.

Commissioner Partee said what is the timeframe of getting that information regarding cases.

Major Graham said the Department of Justice has a front facing website. We're literally going to have to go back and find someone at HSI that's going to pull up each individual case that we've had involvement with and track that through until we get a resolution because we don't have that electronically. It may take a while.

Commissioner Partee said my answer to Commissioner Kidwell is no, because time is of the essence. This came from a federal drug, major drug case. I don't see what the issue is as far as we need to supply, we need to fund our police department. If no one else wants to do it, then that's fine, but I'm for the police department and I don't see what the debate is all about. Major cases are being made across the country, federal cases are being made. No one is nickel and diming their police departments, so I don't see what the issue is.

Commissioner Kidwell said Commissioner Kovacs' motion which failed did fund the police department, so I don't think it's a matter of anyone here not wanting to fund the police department, it's where the money is coming from.

Mayor Bales called for the vote to approve the \$284,000 out of the Police Capital Expense account.

Motion carried unanimously.

MAYOR AND COMMISSIONER REPORTS/CLOSING COMMENTS

Commissioner Boone

- No Report

Commissioner Kovacs

- Provided update from the Lake Norman Chamber of Commerce.

Commissioner Kidwell

- The survey for the Huntersville Mobility Plan is on the Towns' website.

Commissioner Partee

- Next meeting of the Greenway, Trails and Bikeway Commission is April 18.
- Next meeting of the Parks & Recreation Commission is April 19.
- Next Planning Board meeting is April 25.
- Jazz in the Park is this weekend.
- Advocate for gun safety – HPD has free gun safety locks.

Commissioner Munger

- Will not be in attendance at the May 1 meeting due to a work commitment.
- Consider supporting local non-profits.

Mayor Bales

- Loch Norman Highland Games were a huge success this year.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2023.

DRAFT

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 15, 2023

Subject: Approval of Minutes - April 24, 2023

EXPLAIN REQUEST:

Consider approving the minutes of the April 24, 2023 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Draft Minutes

**TOWN OF HUNTERSVILLE
SPECIAL TOWN BOARD MEETING
MINUTES**

**April 24, 2023
4:30 P.M. – Huntersville Town Hall
101 Huntersville-Concord Road**

The Huntersville Board of Commissioners held a Special Meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC, at 4:30 p.m. on April 24, 2023, to discuss the proposed budget for FY24.

Mayor Bales called the Special Meeting to order.

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

Anthony Roberts, Town Manager, presented staff's recommendation on potential GO bond referendum (Transportation Bonds - \$60,000,000; Parks & Recreation Bonds - \$10,000,000). *Refer to PowerPoint attached hereto as Exhibit No. 1.*

The Board could not come to a consensus on numbers for the potential GO bond referendum. Mr. Roberts reminded the Board if they want to move forward with the bond referendum, a resolution indicating the questions and amounts would have to be adopted at the May 15, 2023, Town Board Meeting.

Mr. Roberts reviewed other budget items as noted in the attached PowerPoint (*Exhibit No. 1*).

Following discussion of proposed budget items, Mayor Bales suggested the Board have a pre-meeting on May 1 to continue discussion on potential bond referendum.

There being no further business, the Special Meeting was adjourned.

Approved this the ____ day of _____, 2023.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Kevin Fox, Director of Public Works

Date: May 15, 2023

Subject: Accept Streets in Stoneybrook Station for Maintenance

EXPLAIN REQUEST:

It is recommended that the Town of Huntersville accept the streets listed below for maintenance, which are located in the Stoneybrook Station Subdivision.

Street Name	From	To	Apx. Length
Stoneybrook Station Pkwy	Old Statesville Rd	Hambright Rd	3120
Corleone Str	Stoneybrook Station Pkwy	Midnight Wy	910
Mesquite Rd	Corleone Str	Stoneybrook Station Pkwy	560
Silverheel Ln	Corleone Str	Topper Dr	585
Diablo Dr	Solstice Wy	Stoneybrook Station Pkwy	460
LaRue Ln	Solstice Wy	Stoneybrook Station Pkwy	550
Solstice Wy	Old Statesville Rd	Stoneybrook Station Pkwy	1060
Midnight Wy	End of Road	North Academy Parking Lot	1295
Topper Dr	Stoneybrook Station Pkwy	Stoneybrook Station Pkwy	400
Spritz Str	Hambright Rd	Midnight Wy	410

ACTION RECOMMENDED:

Accept Streets for Town Maintenance

FINANCIAL IMPLICATIONS:

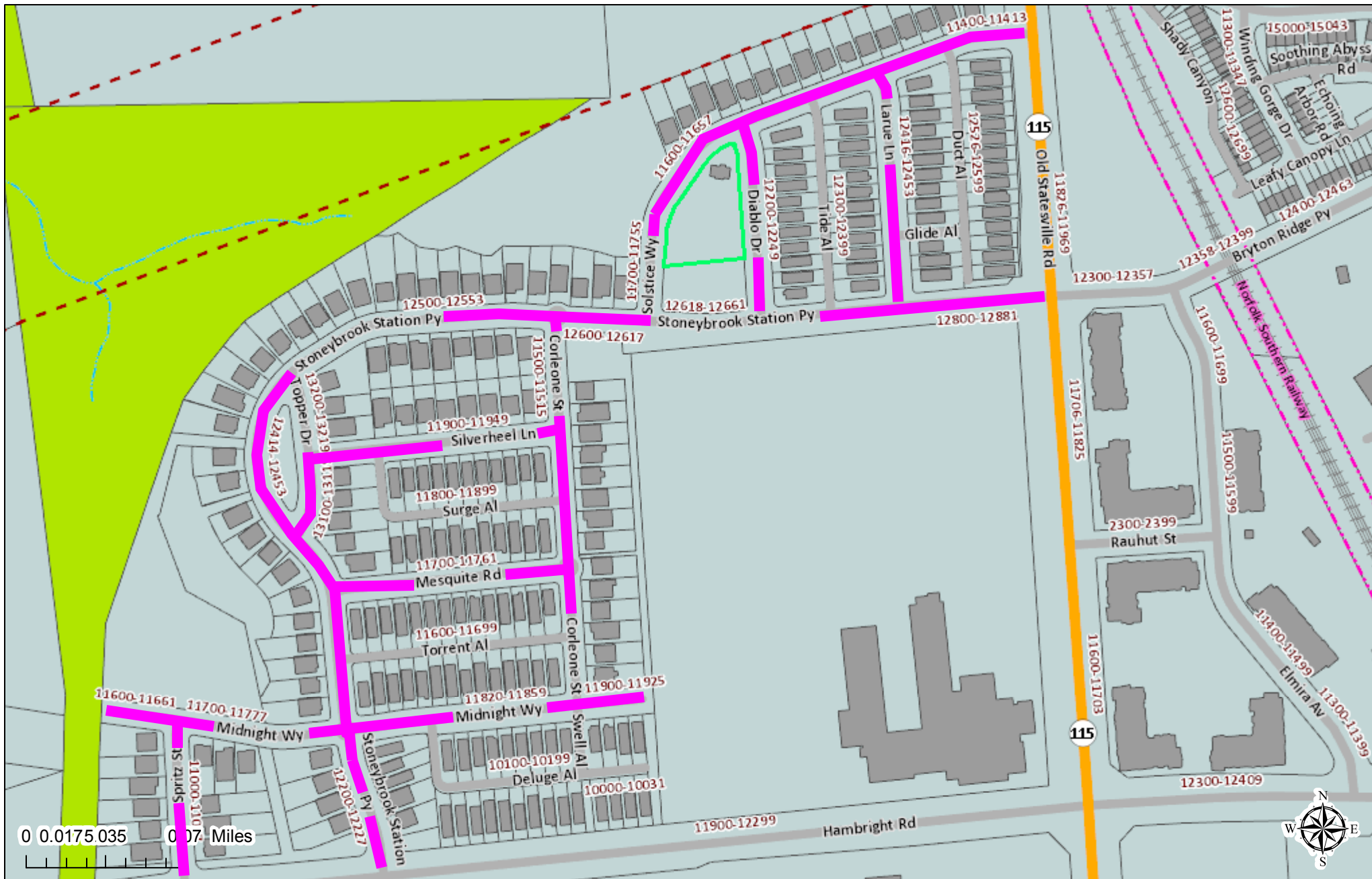
Powell Bill

ATTACHMENTS:

1. Stoneybrook Station All Phases All Maps - Map

Polaris 3G Map – Mecklenburg County, North Carolina

Date Printed: 4/21/2023 9:10:29 AM



This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Kevin Fox, Director of Public Works

Date: May 15, 2023

Subject: Resolution - Ranson Road Widening Construction Contract

EXPLAIN REQUEST:

Resolution to Accept Ranson Road Widening Construction Contract

ACTION RECOMMENDED:

Accept resolution.

FINANCIAL IMPLICATIONS:

Various

ATTACHMENTS:

1. Resolution Awarding Construction Contract - 5.3.23
2. Ranson Rd Widening Contract - Ads for Board



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE
RANSON ROAD WIDENING CONSTRUCTION CONTRACT**

Whereas, the Town of Huntersville proposes to enter into a construction services agreement for the Ranson Road Widening Project (the "Project"); and

Whereas, N.C.G.S. 143-129(a) requires the procedures of letting public contracts through formal bid process for projects in an amount equal to or more than five hundred thousand dollars (\$500,000); and

Whereas, pursuant to N.C.G.S. 143-129(b), the contract proposal invitation to bid was advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

Whereas, formal bid procedures were conducted in accordance with N.C.G.S. 143-129, the lowest responsible bidder being Reeves Construction; and

Whereas, the Town now desires to enter into a construction services agreement with Reeves Construction, (the "Agreement"), the Agreement being attached hereto as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Reeves Construction, the lowest responsible responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement and any related documents; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 15th day of May, 2023.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A



CONTRACT PROPOSAL

PROJECT: Ranson Road Widening and Intersection Improvements

LOCATION OF THE WORK: Ranson Road at Stumptown Road intersection

TYPE OF WORK: Road widening and intersection improvements

BIDS MUST BE RECEIVED BY: Wednesday April 19th, 2023 by 2:00 p.m.

PHYSICAL ADDRESS FOR BID SUBMISSION: Huntersville Public Works
Huntersville Town Center
105 Gilead Road, Suite 300 (3rd Floor), Conference Room #302
Huntersville, NC 28078
Attn: Kevin Garton, P.E.

MAILING ADDRESS FOR BID SUBMISSION: Huntersville Public Works
PO BOX 664; Huntersville, NC 28078
Attn: Kevin Garton, P.E.

DATE OF AVAILABILITY & COMPLETION: June 1st, 2023 to September 15th, 2023

Notice: All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

BEENE CONSTRUCTION CO.

NAME OF BIDDER

987

N.C. CONTRACTOR'S LICENSE NUMBER

18606 NORTHLINE DRIVE CORNELIUS, NC 28031

ADDRESS OF BIDDER

[Signature]

SIGNATURE OF BIDDER

4 EXECUTION OF CONTRACT PROPOSAL

Incompliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in Exhibit B Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract for Ranson Road Widening and Intersection Improvements, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and

REEVES CONSTRUCTION COMPANY, (the "Contractor") with address

13606 NORTHLINE DRIVE
CORNELIUS, NC 28031

Contractor's Federal Social Security ID No.: 58-0641369

Contractor's License No.:

987

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this day of _____, 20__

Contractor

Town of Huntersville

Name: REEVES CONSTRUCTION CO.

Name of Contractor (type or print)

Town Manager

By: _____

(Signature)

Attest:

Title: Region Manager

Town Clerk

Attest: T. J. J. J.

(Secretary, if a corporation)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director



Engineering & Public Works

Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Exhibit B - Itemized Proposal

Exhibit B

Bid Tab - Ranson Road at Stumptown Road Widening

Line No.	Master Item No.	Sec. No.	Item Description	Est. Qty.	Unit	Unit Price	Total Amount
1	0000100000-N	800	MOBILIZATION	1	LS	14,000.00	14,000.00
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	20,000.00	20,000.00
3	0043000000-N	226	GRADING	1	LS	416,000.00	416,000.00
4	0001000000-E	200	CLEARING & GRUBBING (2.1 Acre)	1	LS	100,000.00	100,000.00
5	0022000000-E	225	UNDERCUT EXCAVATION	200	CY	90.00	18,000.00
6	1220000000-E	545	INCIDENTAL STONE	100	TON	65.00	6,500.00
7	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	35	LF	175.00	6,125.00
8	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	141	LF	190.00	26,790.00
9	0453000000-E	310	18" PIPE END SECTION	1	EA	2,300.00	2,300.00
10	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE F	1	EA	1,300.00	1,300.00
11	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE E	2	EA	1,300.00	2,600.00
12	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	2	EA	4,400.00	8,800.00
13	2396000000-N	840	FRAME WITH COVER, STD 840.54	2	EA	880.00	1,760.00
14	2297000000-E	840	MASONRY DRAINAGE STRUCTURES	5	EA	3,500.00	17,500.00
15	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	1	LF	1,100.00	1,100.00
16	0995000000-E	340	PIPE REMOVAL	90	LF	65.00	5,850.00
17	1297000000-E	607	MILLING ASPHALT PAVEMENT, 1.5" DEPTH	3,479	SY	7.00	24,353.00
18	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	240	TON	168.00	40,320.00
19	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	192	TON	153.00	29,376.00
20	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	442	TON	124.00	54,808.00
21	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	47	TON	749.00	35,113.00
22	2612000000-E	848	6" CONCRETE DRIVEWAY	378	SY	97.00	36,666.00
23	2612000000-E	848	6" REINFORCED CONCRETE DRIVEWAY	104	SY	100.00	10,400.00
24	3649000000-E	876	RIP RAP, CLASS B	5	TON	220.00	1,100.00
25	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	9	SY	6.00	54.00
26	2542000000-E	1446	1'-6" CONCRETE CURB & GUTTER	17	LF	54.00	918.00
27	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	1,609	LF	34.00	54,706.00
28	2570000000-N	SP	MODIFIED CONCRETE FLUME	1	EA	5,300.00	5,300.00
29	2605000000-N	848	CONCRETE CURB RAMPS	7	EA	2,250.00	15,750.00
30	2591000000-E	848	4" CONCRETE SIDEWALK	775	SY	49.00	37,975.00
31	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA	7,300.00	7,300.00
32	2830000000-N	858	ADJUSTMENT OF MANHOLES	4	EA	4,000.00	16,000.00
33	2845000000-N	858	ADJUSTMENT OF METER BOXES, VALVE BOXES, SANITARY SEWER CLEAN	5	EA	800.00	4,000.00
34	2655000000-E	852	5' MONOLITHIC CONCRETE ISLANDS (KEYED IN)	69	SY	115.00	7,935.00
35	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	62	LF	9.00	558.00
36	4102000000-N	904	SIGN ERECTION, TYPE E	7	EA	65.00	455.00
37	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	5	EA	100.00	500.00
38	4025000000-E	901	TYPE E SIGN SQUARE FOOTAGE	36	SF	21.00	756.00
39	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	200	SF	20.00	4,000.00
40	4413000000-E	SP	WORK ZONE ADVANCE/GENERAL WARNING SIGNING	100	SF	7.00	700.00
41	4430000000-N	1130	DRUMS	50	EA	47.00	2,350.00
42	4455000000-N	1150	FLAGGER	100	DAY	800.00	80,000.00
43	4516000000-N	1145	SKINNY DRUM	25	EA	38.00	950.00
44	4810000000-E	1205	TEMPORARY PAINT PVMT MARKINGS 4"	4,000	LF	0.60	2,400.00
45	4820000000-E	1205	TEMPORARY PAINT PVMT MARKINGS 8"	125	LF	1.50	187.50
46	4835000000-E	1205	TEMPORARY PAINT PVT MKG LINES 24"	500	LF	5.00	2,500.00
47	4840000000-N	1205	TEMPORARY PAINT PAVEMENT MARKING CHARACTER	6	EA	50.00	300.00
48	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	4,095	LF	1.25	5,118.75
49	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	885	LF	3.85	3,405.75
50	4710000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	75	LF	16.50	1,237.50
51	4721000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	26	EA	250.00	6,500.00
52	6000000000-E	1605	TEMPORARY SILT FENCE	4,690	LF	4.00	18,760.00
53	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	145	TON	85.00	12,325.00
54	6012000000-E	1610	SEDIMENT CONTROL STONE	175	TON	75.00	13,125.00
55	6015000000-E	1615	TEMPORARY MULCHING	1	ACR	1,500.00	1,500.00
56	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100	LB	15.00	1,500.00
57	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	1	TON	1,650.00	1,650.00
58	6029000000-E	SP	SAFETY FENCE	800	LF	3.50	2,800.00
59	6036000000-E	1631	MATting FOR EROSION CONTROL	7,500	SY	1.60	12,000.00
60	6042000000-E	1632	1/4" HARDWARE CLOTH	420	LF	6.00	2,520.00
61	6071010000-E	SP	WATTLE	140	LF	8.00	1,120.00
62	6084000000-E	1660	SEEDING & MULCHING	3	ACR	4,250.00	12,750.00
63	6087000000-E	1660	MOWING	0.5	ACR	1,000.00	500.00
64	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	15.00	750.00
65	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	3,350.00	837.50
66	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	12.00	600.00
67	6108000000-E	1665	FERTILIZER TOPDRESSING	0.5	TON	3,850.00	1,925.00
68	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	95.00	950.00
69	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	400.00	10,000.00
70	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	115	SY	6.00	690.00
71	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	1	EA	1,200.00	1,200.00
						Subtotal	1,296,706.50
						5% Contingency	64,835.33
						Total Bid	1,361,541.83

Exhibit B - Itemized Proposal

RENTS CONSTRUCTION COMPANY

Company Name

4.19.23

Date

Jennifer Yawn

Print Name

Asst. Secretary

Title

JYawn

Signature

Ranson Rd Bid Tab Summary		
Reeves Construction	United of Carolinas	Blythe Development
\$1,361,541.83	\$1,406,311.94	\$1,517,947.99

Bid Title:	Invitation to Bid - Ranson Road Widening Project
Category:	Engineering & Public Works
Status:	Closed
Bid Recipient:	Kevin Garton

Description:

The Town of Huntersville will receive sealed bids for the Ranson Road Widening Project until 2:00pm on Wednesday April 19, 2023 at the Huntersville Town Center, 105 Gilead Rd. 3rd floor Conference Room 302, Huntersville, NC 28070, at which time and place the bids will be opened and read aloud. Alternatively, bids can be mailed to Town of Huntersville Public Works PO Box 664, Huntersville, NC 28070. Last day for questions regarding this project will be Tuesday April 4, 2023 at 2:00 PM, with an addenda answering all received questions being distributed on Wednesday April 5, 2023.

The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

The Huntersville Board reserves the right to reject any and all bid proposals received, for any reason at any time, and to waive minor informalities.

Bid documents are available from the Town to be viewed by appointment only, contact Kevin Garton, PE at kgarton@huntersville.org or visit www.huntersville.org/251/Bid-Proposals.

Publication Date/Time:

3/21/2023 12:00 AM

Closing Date/Time:

4/19/2023 2:00 PM

Bid Opening Information:

April 19th, 2023 at 2:00 P.M.

Pre-bid Meeting:

N/A

Contact Person:

Kevin Garton, kgarton@huntersville.org, 704-766-2225

Qualifications:

All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$30,000 or more, except for certain specialty work as determined by the licensing board.

Related Documents:

[Ranson Rd Widening Contract Proposal - FINAL](#)

Dillon Norton

From: DoaHubBids <hubbids@doa.nc.gov>
Sent: Wednesday, March 22, 2023 9:08 AM
To: Dillon Norton
Subject: HUB BID Opportunity Request #4680, Ranson Road Widening Project is posted.

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.

Thank you for submitting your request! Your request has been added to the processing queue and it will be posted during the next scheduled posting period. Scheduled posting periods are every few hours, so your post may take a few hours to show up on the dashboard based on the scheduling periods. If your request is posted after hours then it could take until the next day for the posting to appear online.

You can access the bid postings online at the NC HUB BID Opportunity Requests Dashboard.

Office of Historically Underutilized Businesses
NC Department of Administration.

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 15, 2023

Subject: Resolution - On-Call Property Acquisition Contracts

EXPLAIN REQUEST:

Resolution to Accept On-Call Property Acquisition Contracts

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

Various

ATTACHMENTS:

1. General Services Contract 4-30-23 - Property Acquisition Contracts
2. Resolution Prop Acq Services - 2023

Scoring Chart for RFQ

On-Call Property Acquisition Services					LOI Due: 2/9/2023			Date Posted: 1/5/2023							
#:	Firm Name	Contact	Email	Electronic:	1 Copy of Letter of Interest: *	1 Letter of Interest Loose Leaf: *	Cover Letter 2 page max:	Eval Factors 2-3 page max:	Supportive Info 2-3 page max:	Small/ Minority Business (Main, Sub, Both, None)	HUB (Main, Sub, Both, None)	10 page max:	Signed RS2 Form:	Total Score:	Avg. Total Score:
1	PPS	Craig Long	clong@ppsync.com	Y	Y	N	Y	Y	Y	Sub	Sub	Y	Y	112.09	28.02
2	TELICS	Andrew Ponder	aponder@telics.com	Y	Y	N	Y	Y	Y	None	None	Y	Y	98.04	24.51
3	OR Colan	Matt Starling	mstarling@orcolan.com	Y	Y	N	Y	Y	Y	Sub	Both	Y	Y	107.51	26.88
4	Colliers	O'Tika Cherry	otika.cherry@collierseng.com	Y	Y	N	Y	Y	Y	Sub	Sub	Y	Y	109.14	27.28
5	THC	Michael Moore	mmoore@thcinc.net	Y	Y	N	Y	Y	Y	Sub	None	Y	Y	94.14	23.54
6	Hearns Real Estate	Marvin Hearns	marvin@hearnsres.com	Y	Y	N	Y	Y	Y	Both	Main	Y	Y	94.56	23.64
7	AECOM	Rylee West	rylee.west@aecom.com	Y	Y	N	Y	Y	Y	Sub	Sub	Y	Y	91.50	22.88
8	(Firm Name) 8	(Name) 8													
9	(Firm Name) 9	(Name) 9													
10	(Firm Name) 10	(Name) 10													
11	(Firm Name) 11	(Name) 11													
12	(Firm Name) 12	(Name) 12													
13	(Firm Name) 13	(Name) 13													
14	(Firm Name) 14	(Name) 14													
15	(Firm Name) 15	(Name) 15													
16	(Firm Name) 16	(Name) 16													
17	(Firm Name) 17	(Name) 17													
18	(Firm Name) 18	(Name) 18													
19	(Firm Name) 19	(Name) 19													
20	(Firm Name) 20	(Name) 20													
21	(Firm Name) 21	(Name) 21													
22	(Firm Name) 22	(Name) 22													
23	(Firm Name) 23	(Name) 23													
24	(Firm Name) 24	(Name) 24													
25	(Firm Name) 25	(Name) 25													
26	(Firm Name) 26	(Name) 26													

*= Due to COVID-19 Digital Copies are being accepted in lieu of loose leaf/hard copies.



105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR SERVICES

CONTRACTOR: Colliers Engineering & Design CT, P.C.
5275 Parkway Plaza, Ste 100
Charlotte, NC, 28217
O'Tika Cherry
otika.cherry@collierseng.com

PROJECT: On-Call Property Acquisition

SITE LOCATION(S): Location - Varies

This Contract for Services, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Colliers Engineering & Design CT, P.C. a Connecticut corporation located at 5275 Parkway Plaza Blvd., Ste 100, Charlotte, NC 28217 (the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Town the services, which are further described and incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving written notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in a fee schedule, attached hereto in Exhibit D, (the "Contract Price").
3. Historically Underutilized Businesses (HUB). It is the policy of the Town to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
4. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit

B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, including the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

5. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, and incidentals necessary for the completion of the work.
6. Protection of Work, Property, the Public, and Safety. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
7. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
8. Contract Term. This Contract shall be for a period of (2) years, ending on May, ____ 2025.
9. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20____.

Contractor

Name: Holly Whitley-Cataldo

Name of Contractor (type or print)

By: Holly Whitley-Cataldo

(Signature)

Title: Shareholder

Attest: Brian E. Curtis

(Secretary, if a corporation)

Brian E. Curtis, Esq. VP/Secretary/General Counsel

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



EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **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, reasonable attorneys' fees ("Claims") to the

extent caused by Contractor's negligent performance the Services and or work under this Contract. In the event that any portion of the Services performed under the Contract by Contractor shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money to the extent caused by such defectiveness, but, but only to the extent allowed by law.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **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 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.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** 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.
13. **Applicable Laws and Courts.** All Town Contracts for Services 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.

14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town.
20. **Quality and Workmanship.** All work shall be performed to the reasonable satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **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 excess expenses incurred in connection therewith.
22. **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.

23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **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.
26. **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.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **Reuse of Work Product.** Any use or re-use, of Contractor's instruments of service by Town on other projects without the professional involvement of Contractor, shall be at Town's sole risk, without liability to Contractor.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be included as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Comprehensive General Liability Insurance**

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor of the Contractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

d. **Other Insurance**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

EXHIBIT C – SCOPE OF SERVICES

(insert service description)

EXHIBIT D – FEE SCHEDULE

Company Name	Date
--------------	------

Print Name	Title
------------	-------

Signature



105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR SERVICES

CONTRACTOR	O. R. Colan Associates, LLC	PROJECT:	On-Call Property Acquisition
:			
	7005 Shannon Willow Road	SITE	Location - Varies
	Charlotte, NC 28226	LOCATION(S)	
		:	
	Stephen Toth		
	stoth@orcolan.com		

This Contract for Services, and all exhibits, (collectively this “Contract”) is entered into this ____ day of May, 2023 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and O. R. Colan Associates, LLC located at 7005 Shannon Willow Road, Charlotte, NC 28226 (the “Contractor”).

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform for the Town the services, which are further described and incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the “Work.” The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor’s performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. During such period, the Contractor will remedy at Contractor’s expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. **Fees:** Fees for the Work shall be specified in a fee schedule, attached hereto in Exhibit D, (the “Contract Price”).
3. **Historically Underutilized Businesses (HUB).** It is the policy of the Town to provide minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
4. **Contract Insurance.** Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit

B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

5. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, and incidentals necessary for the completion of the work.
6. Protection of Work, Property, the Public, and Safety. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
7. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
8. Contract Term. This Contract shall be for a period of two (2) years, ending on May, __ 2025.
9. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20____.

Contractor

Town of Huntersville

Name:

O. R. Colan Associates, LLC

Name of Contractor (type or print)

Town Manager

By:

Steph J. Roth

(Signature)

Attest: _____

Town Clerk

Title:

President, COO

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **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") that are determined

to arise directly from the Firm's negligent action(s) or omission(s). In the event that any portion of the Services performed under the Contract shall be defective in any respect whatsoever, the Contractor 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.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **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 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.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** 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.
13. **Applicable Laws and Courts.** All Town Contracts for Services 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.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on

the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default.** The Town may terminate the Contract, in whole or in part, upon breach of the Contract by the Contractor by providing written notice ten (10) days prior. Contractor shall have the ability to correct any default within that time frame, or beginning such correction if it cannot be reasonably completed in such time. 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.

22. **Termination for Convenience.** Either Party shall have the right, without assigning any reason therefore, to terminate the Contract, at any time at its complete discretion by providing 10 days' notice in writing. If the Contract is terminated 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.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **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.
26. **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.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including

but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. **Comprehensive General Liability Insurance**

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

d. **Other Insurance**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

EXHIBIT C – SCOPE OF SERVICES

(insert service description)

To be completed once a specific project is assigned.

EXHIBIT D – FEE SCHEDULE

To be completed once a specific project is assigned.

Company Name	Date
--------------	------

Print Name	Title
------------	-------

Signature



105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR SERVICES

CONTRACTOR: **PROFESSIONAL PROPERTY SERVICES, INC.**
18335 OLD STATESVILLE ROAD UNIT A CORNELIUS, NC 28031
NICOLE L BOGER
NLONG@PPSNC.COM

PROJECT: **On-Call Property Acquisition**
SITE LOCATION(S): **Location - Varies**

This Contract for Services, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and PROFESSIONAL PROPERTY SERVICES, INC. located at 18335 OLD STATESVILLE ROAD UNIT A CORNELIUS, NC 28031 (the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Town the services, which are further described and incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for the Work shall be specified in a fee schedule, attached hereto in Exhibit D, (the "Contract Price").
3. Historically Underutilized Businesses (HUB). It is the policy of the Town to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
4. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit

B, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

5. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, and incidentals necessary for the completion of the work.
6. Protection of Work, Property, the Public, and Safety. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
7. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
8. Contract Term. This Contract shall be for a period of (2) years, ending on May, ____ 2025.
9. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the submitted fee schedule in Exhibit D, attached hereto and incorporated by reference.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20____.

Contractor

Name: PROFESSIONAL PROPERTY
SERVICES, INC.
Name of Contractor (type or print)

By:

Nicole L. Boger
(Signature)

Title: SVP

Attest:

Craig L. Long
(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

EXHIBIT A
STANDARD TERMS & CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions.** No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **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 Services performed under the Contract shall be defective in any respect whatsoever, the Contractor 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.

9. **Invoices and Payment Terms.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **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 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.
11. **Insurance.** The Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting.** 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.
13. **Applicable Laws and Courts.** All Town Contracts for Services 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.
14. **Codes and Permits.** When applicable, the Contractor shall obtain all required permits, give all required notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on

the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.

15. **License Requirement.** If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1 and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment.** Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties.** The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship.** All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **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.
22. **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.

23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **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.
26. **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.
27. **Valid Contract for Services.** In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflict of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflict of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B

MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Comprehensive General Liability Insurance

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 aggregate
Professional Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

d. Other Insurance

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

EXHIBIT C – SCOPE OF SERVICES

(insert service description)

EXHIBIT D – FEE SCHEDULE

PROFESSIONAL PROPERTY SERVICES, INC.

04-19-2023

Company Name

Date

NICOLE L. BOGER

SVP

Print Name

Title

Nicole L. Boger

Signature



RESOLUTION FOR THE TOWN OF HUNTERSVILLE'S ON – CALL CONTRACTS TO ACQUIRE RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF VARIOUS PROJECTS

Whereas the Town of Huntersville has determined that the acquisition of fee title right of way, and easements, including existing public rights of way and easements, are for public use and necessary for the delivery of the project(s);

Whereas, the statutory powers of the Town of Huntersville 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);

Whereas, the Town of Huntersville put out a Request of Qualifications (RFQ) for Property Acquisition Services on January 5th, 2023 and the top three (3) firms that have been selected are Colliers Engineering & Design CT, P.C. (Colliers), O.R. Colan Associates, LLC (OR Colan) and Professional Property Services, INC. (PPS). Final scoring table included herein as reference;

Whereas the Town of Huntersville's project assignment(s) will be distributed between the firms at the sole discretion of the Town and the initial contract period of up to two (2) years from Notice of Award not exceed a total of \$300,000.00 per task order without a previous written agreement by both parties; and

Whereas the Town of Huntersville's proposed property acquisition process for the On-Call service(s) will comply with applicable federal and state requirements; and

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Commissioners approves and authorizes the On-Call property acquisition contracts to purchase fee title, rights-of-way, and easements at a price not to exceed that determined by the property appraisals in addition to any required Administrative Adjustments and no further action is required by this Board to authorize such acquisitions under the approved contracts.
2. In the event any of the parcels or interest therein cannot be acquired by negotiations as 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 authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 15th day of May, 2023.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: May 15, 2023

Subject: Second Amendment to Transportation Projects Capital Project Ordinance

EXPLAIN REQUEST:

Adopt Second Amendment to the Capital Project Ordinance to transfer funds from Gibson Park Drive (\$86,651), Holbrook Street Extension (\$9,579), Walters Street (\$99,361) and David Kenney Farm Connection (\$243,807) to the Ranson Road widening project.

ACTION RECOMMENDED:

Approve Board Action

FINANCIAL IMPLICATIONS:

No net impact to fund balance, offsetting revenue and expense.

ATTACHMENTS:

1. 2nd Amendment Capital Prj Ord- Projects - Fund 95

**TOWN OF HUNTERSVILLE
TRANSPORTATION PROJECTS
CAPITAL PROJECT ORDINANCE
SECOND AMENDMENT**

WHEREAS, it has been determined that G.S. 159-45 and related chapters allow local governments to finance capital projects through the use of General Obligation Bonds; and

WHEREAS, the citizens of Huntersville voted on November 6, 2012 and approved the Public Improvement Bonds voting 68.11% in favor and Street Bonds voting 67.86% in favor; and

WHEREAS, the Local Government Commission approved a three year extension on September 10, 2019 for the \$17,850,000 Street Bonds and \$7,150,000 of Public Improvement bonds authorized on November 6, 2012 of which \$11,985,000 of Street Bonds and \$3,575,000 of Public Improvement Bonds remain unissued, and

WHEREAS, the Board approved the Resolution to adopt the sale of \$15,560,000 General Obligation Bonds on February 3, 2020, and

WHEREAS, the bonds were sold on February 19, 2020, and

WHEREAS, in accordance with North Carolina General Statute 159-13.2, the Town is authorized to establish a balanced project ordinance for projects involving the construction or acquisition of a capital asset.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville that a Project Ordinance is hereby established for the purchase of right of way, design and engineering, utility relocation, landscaping and construction costs.

SECTION 1. GIBSON PARK DRIVE PHASE 1. The Gibson Park Drive Phase 1 project is authorized to improve Gibson Park Drive from NC 115 to Main Street. This will improve safety and traffic flow for increasing volumes between Vermillion development and NC 115. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 1.1. The following amounts are appropriated for the project:

	<u>Original Budget</u>	<u>5/15/2023 1st Amendment</u>	<u>Total</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost			
TOTAL PROJECT COSTS	<u>\$ 348,610</u>	<u>\$ (86,651)</u>	<u>\$ 261,959</u>

SECTION 1.2. The following revenues are anticipated to be available to complete this project:

	<u>Original Budget</u>	<u>1st Amendment</u>	<u>Total</u>
Transportation Reserve transfer	\$ 171,200	-	171,200
2020 Transportation Bonds Issued	177,410	-	177,410
Transfers to Ranson Road Widening	-	(86,651)	(86,651)
TOTAL REVENUE	<u>\$ 348,610</u>	<u>\$ (86,651)</u>	<u>\$ 261,959</u>

SECTION 2. HOLBROOK STREET EXTENSION. The Holbrook Street extension project is authorized to extend Holbrook Street to the intersection with Dallas Street connector which will provide additional east-west connectivity for improved local trip distribution as an alternative to Gilead Road. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 2.1. The following amounts are appropriated for the project:

	<u>6/1/2020 Original Budget</u>	<u>4/4/2022 1st Amendment</u>	<u>5/15/2023 2nd Amendment</u>	<u>Total</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	<u>\$ 1,019,737</u>	<u>\$ 450,000</u>	<u>\$ (9,579)</u>	<u>\$ 1,460,158</u>

SECTION 2.2. The following revenues are anticipated to be available to complete this project:

	<u>6/1/2020 Original Budget</u>	<u>4/4/2022 1st Amendment</u>	<u>5/15/2023 2nd Amendment</u>	<u>Total</u>
Transportation Reserve transfer	\$ 715,604			\$ 715,604
2020 Transportation Bonds Issued	304,133			304,133
Transfer from Walters St.	-	450,000		450,000
Transfer to Ranson Road Widening			(9,579)	(9,579)
TOTAL REVENUE	<u>\$ 1,019,737</u>	<u>\$ 450,000</u>	<u>(9,579)</u>	<u>1,460,158</u>

SECTION 3. WALTERS (HUNTERSVILLE-CONCORD 3RD STREET. Walters Street project is authorized to improve Walters Street from Huntersville-Concord Road to 3rd Street. This will improve safety and traffic flow for increasing volumes between Huntersville-Concord Road and Vermillion Village. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 3.1 The following amounts are appropriated for the project:

	6/1/2020 Original Budget	4/4/2022 1st Amendment	5/15/2023 2nd Amendment	Total
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	<u>\$ 760,919</u>	<u>\$ (650,000)</u>	<u>\$ (99,361)</u>	<u>\$ 11,558</u>

SECTION 3.2. The following revenues are anticipated to be available to complete this project

	6/1/2020 Original Budget	4/4/2022 1st Amendment	5/15/2023 2nd Amendment	Total
Premium on 2020 Bonds Issued	\$ 681,450			\$ 681,450
Interest on Bonds	79,469			79,469
Transfer to other projects		(650,000)	(99,361)	(749,361)
TOTAL REVENUE	<u>\$ 760,919</u>	<u>\$ (650,000)</u>	<u>\$ (99,361)</u>	<u>\$ 11,558</u>

SECTION 4. DAVID KENNEY FARM CONNECTION. The David Kenney Farm connection project is authorized to extend David Kenney Farm connection to the east to connect to Birkdale Commons Parkway at Devonshire Drive. This will improve connectivity for vehicles and pedestrians to the Breckenridge neighborhood. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 4.1. The following amounts are appropriated for the project:

	<u>6/1/2020 Original Budget</u>	<u>5/15/2023 1st Amendment</u>	<u>Total</u>
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost			
TOTAL PROJECT COSTS	<u>\$ 506,887</u>	<u>\$ (243,807)</u>	<u>\$ 263,080</u>

SECTION 4.2. The following revenues are anticipated to be available to complete this project:

	<u>6/1/2020 Original Budget</u>	<u>5/15/2023 1st Amendment</u>	<u>Total</u>
Premium on 2020 Bonds Issued	\$ 506,887		506,887
Tranfer to Ranson Road Widening		(243,807)	(243,807)
TOTAL REVENUE	<u>\$ 506,887</u>	<u>(243,807)</u>	<u>263,080</u>

SECTION 5. RANSON ROAD WIDENING. The Ranson Road widening project is authorized to improve Ranson Road from the south of Sheila Carruth Drive to Stumptown Road. This will improve safety and traffic flow at the Ranson Road and Stumptown Road intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

SECTION 5.1. The following amounts are appropriated for the project:

	Original Budget	5/15/2023 1st Amendment	Total
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost			
TOTAL PROJECT COSTS	<u>\$ 982,920</u>	<u>\$ 439,398</u>	<u>\$ 1,422,318</u>

SECTION 5.2. The following revenues are anticipated to be available to complete this project:

	Original Budget	5/15/2023 1st Amendment	Total
Transportation Reserve transfer	\$ 400,000		400,000
2020 Transportation Bonds Issued	582,920		582,920
Transfer from other projects		439,398	439,398
TOTAL REVENUE	<u>\$ 982,920</u>	<u>439,398</u>	<u>1,022,318</u>

SECTION 6. The officers of the unit are hereby directed to proceed with the capital projects in Sections 1 through 5 above within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

SECTION 7. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board and the Finance Officer for direction in carrying out this project

Duly Adopted this 15th day of May, 2023.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 15, 2023

Subject: Resolution - Old Statesville Road (Damson Drive) Sidewalk Project

EXPLAIN REQUEST:

Resolution to acquire to right of way and/or easements for the construction of the Old Statesville Road (Damson Drive) Sidewalk project.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. R-2023-23 Resolution-Damson Dr - 5.8.23



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE OLD
STATESVILLE ROAD (DAMSON DRIVE) SIDEWALK PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the Damson Drive Sidewalk 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 Damson Drive Sidewalk 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, property acquisition process should begin no later than June 2023; and

WHEREAS, the Town’s proposed property acquisition process for the Damson Drive Sidewalk 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 Damson Drive Sidewalk 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/or 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 15th day of May 2023.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Damson Drive Sidewalk Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	017-371-99	Plum Creek Property Owners Association, Inc.
2	017-371-02	S&T
3	017-371-01	S&T
4	017-063-73	Stoneybrook Station Homeowners Association Inc.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 15, 2023

Subject: Resolution - Covington Crest Sidewalk Project

EXPLAIN REQUEST:

Resolution to acquire right-of-way and/or easements for the construction of the Covington Crest Sidewalk project.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. R-2023-24 Resolution-Covington Crest - 5.8.23



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE
COVINGTON CREST SIDEWALK PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the Covington Crest Sidewalk 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 Covington Crest Sidewalk 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, property acquisition process should begin no later than June 2023; and

WHEREAS, the Town’s proposed property acquisition process for the Covington Crest Sidewalk 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 Covington Crest Sidewalk 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/or 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 15th day of May 2023.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Covington Crest Sidewalk Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	019-266-41	James Talmadge Reese IV & Monica E Reese
2	019-266-40	Richard H Behme
3	019-266-39	James E Helms Jr & Glenda D Helms
4	019-266-38	Angelina Garcia
5	019-453-49	Centennial at Historic Huntersville H/O Association, Inc.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 15, 2023

Subject: Resolution - Huntersville-Concord (Warfield Avenue) Sidewalk Project

EXPLAIN REQUEST:

Adopt Resolution to acquire right-of-way and/or easements for the construction of the Huntersville-Concord (Warfield Avenue) Sidewalk project.

ACTION RECOMMENDED:

Adopt resolution.

FINANCIAL IMPLICATIONS:

General Fund.

ATTACHMENTS:

1. R-2023-25 Resolution-Warfield - 5.8.23



**RESOLUTION OF THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS TO ACQUIRE
RIGHT OF WAY AND EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE
HUNTERSVILLE-CONCORD (WARFIELD AVENUE) SIDEWALK PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the Warfield Avenue Sidewalk 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 Warfield Avenue Sidewalk 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, property acquisition process should begin no later than June 2023; and

WHEREAS, the Town’s proposed property acquisition process for the Warfield Avenue Sidewalk 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 Warfield Avenue Sidewalk 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/or 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 15th day of May 2023.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

Town Mayor

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A - PARCEL INDEX
Warfield Avenue Sidewalk Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	019-053-13	White Hill Limited Partnership

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Stephen Trott, Director of Engineering

Date: May 15, 2023

Subject: Resolution - NC115 at Greenway St project

EXPLAIN REQUEST:

Resolution to acquire right of way and/or easements for the construction of the NC115 at Greenway St project.

ACTION RECOMMENDED:

Adopt resolution to acquire right of way and/or easements for the construction of the NC115 at Greenway St project.

FINANCIAL IMPLICATIONS:

General Fund

ATTACHMENTS:

1. R-2023-22 Resolution-ROW-4.21.23



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 NC115 AT GREENWAY ST PEDESTRIAN CROSSING PROJECT

WHEREAS, the Town of Huntersville (the “Town”) has determined that the acquisition of fee title right of way, and/or easements is necessary to the delivery of the NC115 at Greenway St Pedestrian Crossing 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 NC115 at Greenway St Pedestrian Crossing 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, property acquisition process should begin no later than May 2023; and

WHEREAS, the Town’s proposed property acquisition process for the NC115 at Greenway St Pedestrian Crossing 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 NC115 at Greenway St Pedestrian Crossing 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/or 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 15th day of May, 2023.

ATTEST:

TOWN OF HUNTERSVILLE

Town Clerk

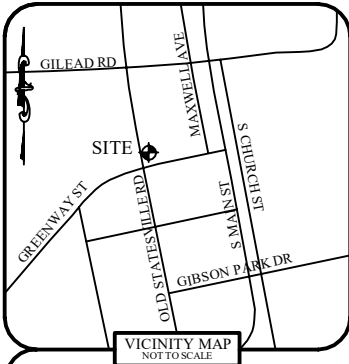
Town Mayor

APPROVED AS TO FORM:

Town Attorney

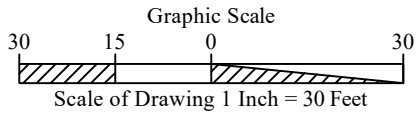
EXHIBIT A - PARCEL INDEX
NC115 at Greenway St Pedestrian Crossing Project

PARCEL #	PARCEL ID #	PROPERTY OWNER NAME
1	019-042-20	James R. Davis, Jennifer Davis



NORTH PER NCGS NAD83/2011

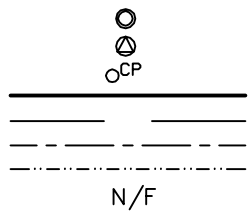
NC HIGHWAY 115
OLD STATESVILLE ROAD
PUBLIC R/W VARIES (MECK CO. GIS)



This may not be a certified survey and not been review by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

LEGEND:

- #4 REBAR FOUND
- IRON PIPE
- COMPUTED POINT
- SUBJECT PROPERTY LINE
- ADJOINER PROPERTY LINE
- RIGHT OF WAY LINE
- PERMANENT EASEMENT
- NOW OR FORMERLY



I, DARYL W. LONG, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY UNDER MY SUPERVISION. THAT THE DEEDS AND MAPS NOTED WERE USED AS REFERENCES. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION INDICATED, THAT THE RATIO OF PRECISION AS CALCULATED IS GREATER THAN 1:10,000; THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF R/W ACQUISITION AND/OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PARCEL SHOWN HEREON; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA(21 NCAC 56.1600).

WITNESS MY HAND AND SEAL THIS 19TH DAY OF APRIL 2023.

Digitally Signed by Daryl W. Long
Professional Property Surveyors, Inc. 4/19/23

Daryl W. Long
DARYL W. LONG, N.C. PLS-4918



NOTES

1. NO NCGS MONUMENT FOUND WITHIN 2000'. THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH VRS GPS OBSERVATIONS AND PROCESSED WITH VRS SOFTWARE ON 3/13/2023. THE NETWORK POSITIONS ACCURACY OF THE VRS DERIVED POSITIONAL INFORMATION IS 0.07' AND SURVEY CLASS MEETS OR EXCEEDS CLASS C HORIZONTAL POSITIONS ARE REFERENCED TO NAD83/NSRS (2011).
2. AREA BY COORDINATE COMPUTATION.
3. ALL DISTANCES ARE HORIZONTAL GROUND, IN US SURVEY FEET.
4. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
5. THIS SURVEY IS INTENDED FOR THE PURPOSES OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE LANDS SHOWN HEREON.
6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE REPORT OR OPINION AND DOES NOT PURPORT TO SHOW ALL MATTERS OF TITLE THAT A COMPLETE TITLE REPORT MAY REVEAL.

LINE	BEARING	DISTANCE
L1	S 79°33'15" W	12.00'
L2	N 10°21'28" W	12.00'
L3	N 79°33'15" E	12.02'
L4	S 10°21'28" E	12.02'
L5	S 80°19'49" W	14.63'

N/F
019-042-10
JAMES R. DAVIS
JENNIFER DAVIS
DB 35184, PG 577

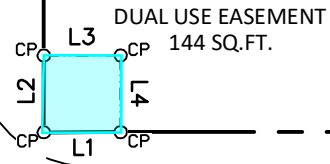
N 81°49'32" E
186.44'

#5 REBAR
NC GRID COORD:
N: 608,935.91'
E: 1,451,039.12'

N/F
019-042-20
JAMES R. DAVIS
JENNIFER DAVIS
DB 31233, PG 562

N/F
019-042-11
RENE W. SMALL
DB 28034, PG 691

N/F
019-042-12
TAMLA M. BOONE
DB 29216, PG 341



Dual Use Easement

E. GREENWAY STREET
20' PUBLIC R/W (MECK CO. GIS)

Easement Survey For: Parcel ID 019-042-20

 Professional Property Surveyors, Inc. 18335 Old Statesville Road Ste. A Cornelius, N.C. 28031 704-765-5134 Phone/Fax Firm License: C-3666		Property of: James & Jennifer Davis		As Recorded in: Deed Book 31233, Pg 562		Site Address: 14504 S. Old Statesville Road Huntersville, NC 28078 Mecklenburg County	
031723-01 Job No.	JML Prepared By	≥ 1:10,000 Error of Closure	1"=30' Drawing Scale	019-042-20 Tax Parcel Number	115-E GREENWAY ST Drawing File Name	1 of 1 Sheet Number	4/19/2023 Date

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: May 15, 2023

Subject: Budget Amendment - Transit Tax Expense

EXPLAIN REQUEST:

Appropriate Local Option Transit tax revenue (103211.9999) of \$1,000,000 to the Transit Tax expense account (105600.0635). Transit tax receipts are projected higher than budget. This is a pass through account to the City of Charlotte.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Tracy Houk, Assistant Director of Parks & Recreation

Date: May 15, 2023

Subject: SculpTOUR Grant

EXPLAIN REQUEST:

On May 10, 2022, the Town was awarded funds from Electricities Smart Communities Grant in the amount of \$5,000 to be used towards the SculpTOUR project. The SculpTOUR exhibition will be located in Holbrook Park, along the Downtown Greenway. Appropriate \$5,000 to Downtown Revitalization revenue (403477.9999.19004) for an art piece (406200.0314.19004).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: May 15, 2023

Subject: Interest Income - 2013 Bond Fund

EXPLAIN REQUEST:

This budget amendment appropriates interest income of \$13,183.97 (933600.9999) on the 2013 GO Transportation Bonds for Main Street project (935712.0564.06011).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Barry Graham, Police Major

Date: May 15, 2023

Subject: Budget Amendment - Insurance Proceeds Police

EXPLAIN REQUEST:

Appropriate \$29,756.05 to Insurance proceeds - Police (103820.9999) for the replacement of a police car (105100.0506).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Michael Jaycocks, Director of Parks & Recreation

Date: May 15, 2023

Subject: Budget Amendment - Parks & Recreation Memorial Tree Fund

EXPLAIN REQUEST:

Appropriate \$2,100 to Memorial Tree Fund revenue (403419.9999.90404) for two trees along the downtown greenway and one bench at Veterans Park (406200.0280.90404).

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Brian Richards, Assistant Planning Director

Date: May 15, 2023

Subject: Mobility Grant - CRTPO

EXPLAIN REQUEST:

On April 4, 2022 the Town Board approved the Interlocal agreement with the City of Charlotte through CRTPO for the Town of Huntersville Mobility Study. The total amount of the grant is \$128,000 (80%) with a 20% local match of \$32,000. Appropriate \$128,000 to Mobility Study grant revenue (403435.9999.23013) for the cost of the study (404800.0321.23013). The Town accepts these funds from CRTPO.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

No net impact to fund balance; offsetting revenue and expense.

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Anthony Roberts, Town Manager

Date: May 15, 2023

Subject: Public Hearing - Proposed Budget FY 2024

EXPLAIN REQUEST:

Conduct public hearing to receive public comments on the proposed budget for FY 24.

The Manager's Recommended Budget can be viewed online at Manager's Recommended Budget.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Nathan Farber, Planner I

Date: May 15, 2023

Subject: Petition #ANNEX 23-03 Whitby Bowman

EXPLAIN REQUEST:

Conduct public hearing on Petition #ANNEX 23-03, a petition by Whitby Bowman, LLC, to annex 34.082 acres into the Town of Huntersville.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

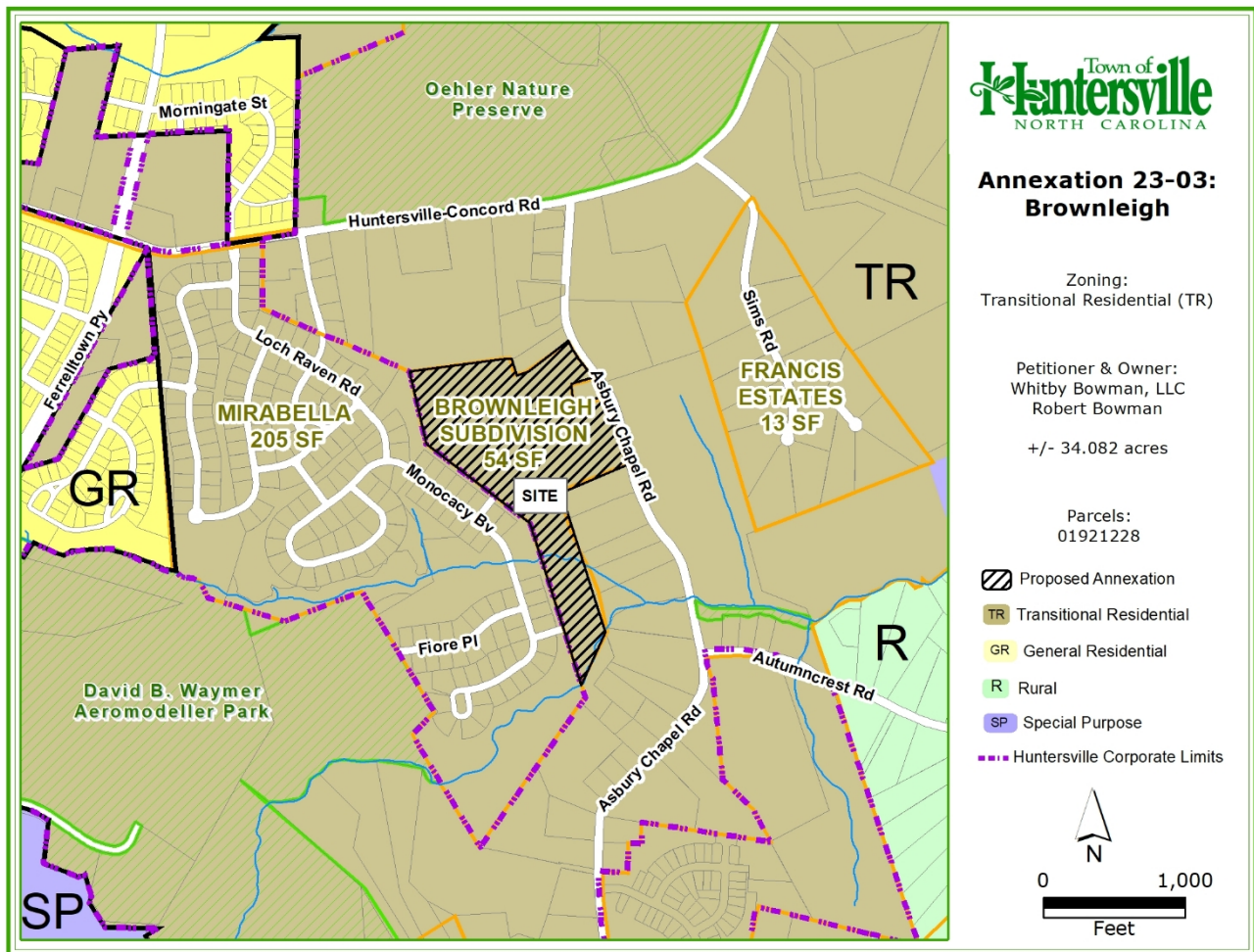
1. Annex 23-03 Brownleigh Staff Report
2. Attachment A – Contiguous Annexation Petition
3. Attachment B – Annexation Plat
4. Attachment C – Certificate of Sufficiency
5. Attachment D – Resolution of Intent to Annex
6. Attachment E - Public Hearing Ad
7. Attachment F – Metes & Bounds Description

Annexation Petition # 23-03 (Contiguous) Brownleigh Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #23-03 is a request for a contiguous annexation into the Town of Huntersville of 34.082 acres consisting of one (1) parcel (PIN#019-212-28).

LOCATION



BACKGROUND

The property owner Whitby Bowman, LLC, has 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 34.082 acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on March 22, 2023 (see Exhibit A).
- The Town Clerk certified the sufficiency of the petition on April 11, 2023 (see Exhibit C).
- On May 1, 2023, the Board of Commissioners set the date for the public hearing to be held on May 15, 2023.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on May 4, 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 May 15, 2023, the voluntary contiguous annexation would also become effective on May 15, 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



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).

PIN: 01921228

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

SKETCH PLAN APPROVAL ON 11-8-21

EPM: 420845

Petitioner & Owner Information

WHITBY BOWMAN, LLC / ROBERT BOWMAN

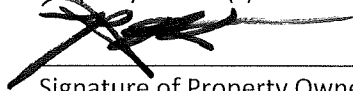
Petitioner



Signature of Petitioner

WHITBY BOWMAN, LLC

Property Owner(s)



Signature of Property Owner(s)

3-22-23

Date

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HUNTERVILLE,
NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED
_____, (ANNEXATION ORDINANCE
95-_____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-
MECKLENBURG PLANNING COMMISSION.
THIS _____ DAY OF _____, 2023.

MAYOR
TOWN OF HUNTERSVILLE

ATTEST: _____
JANET PIERSON
TOWN CLERK

REVIEW OFFICER OF
WACKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

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).

PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS 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.

DATE	OWNER(S) WHITBY BOWMAN LLC
------	----------------------------

LEGEND

BOC = BACK OF CURB
CO = CLEAN OUT
COS = COMMON OPEN SPACE
DC = CABLE PEDESTAL
CONC. = CONCRETE
ELEV = ELEVATION
EOP = EDGE OF PAVEMENT
EX = EXISTING
LP = LIGHT POLE
LSE = LANDSCAPE EASEMENT
MBI = MAP BOOK
PSE = PUBLIC STORM DRAINAGE EASEMENT
PUE = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
SF = SQUARE FEET
TP = TELEPHONE PEDESTAL
WM = WATER METER
POB = POINT OF BEGINNING

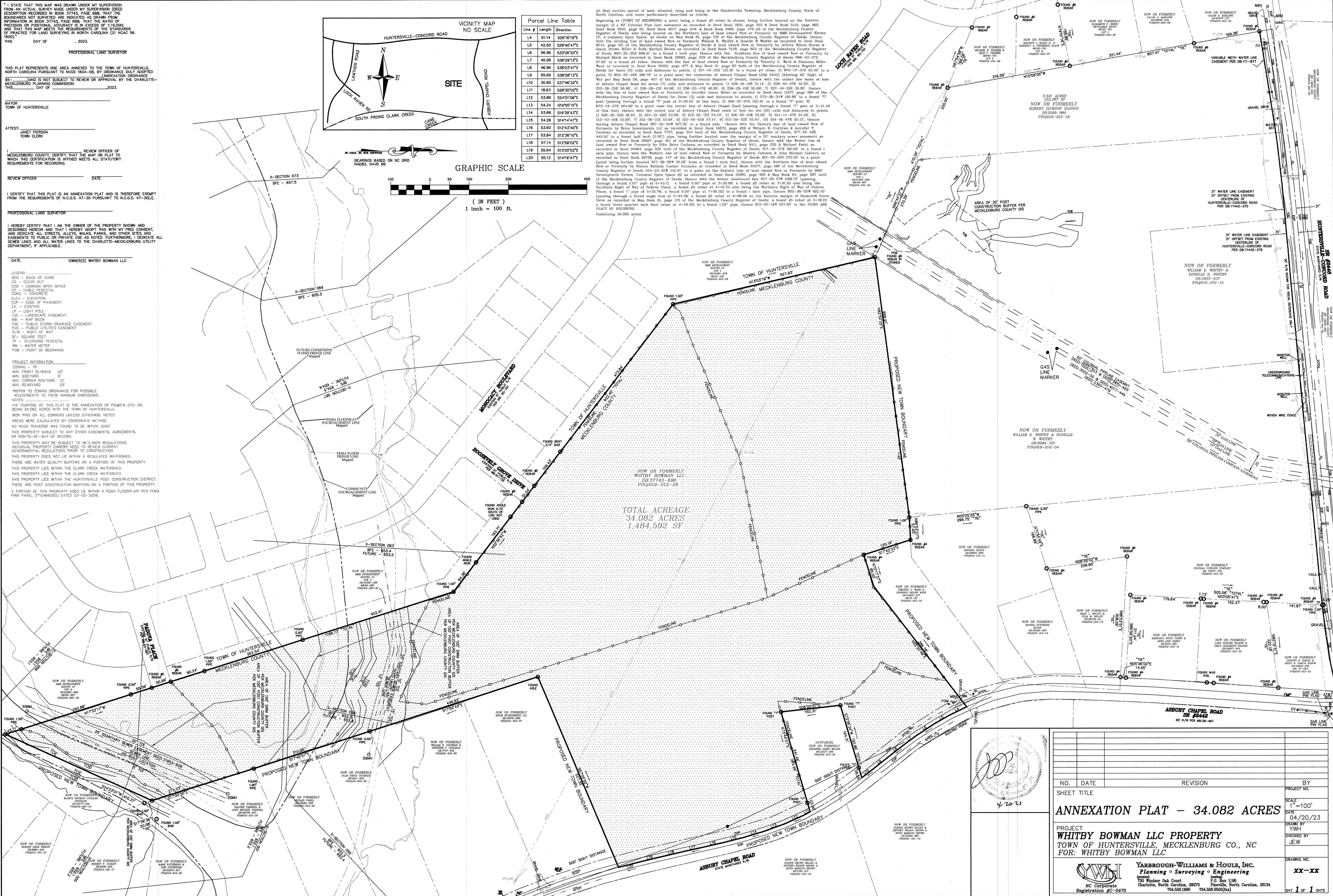
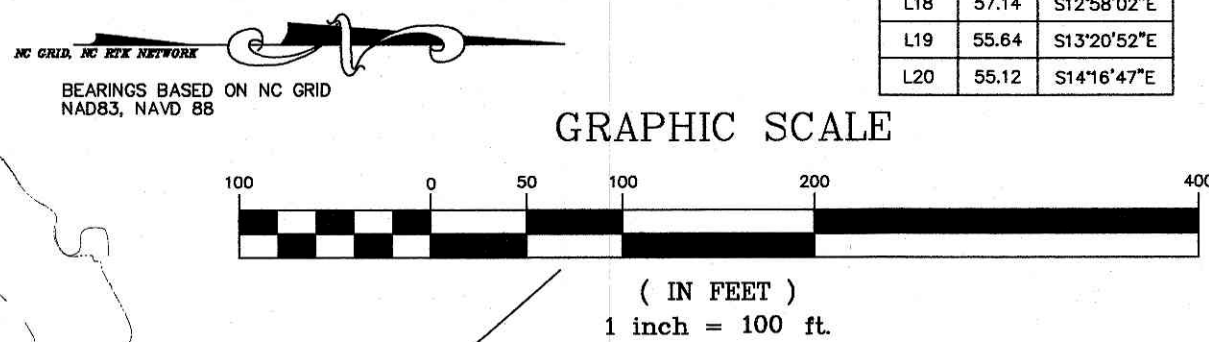
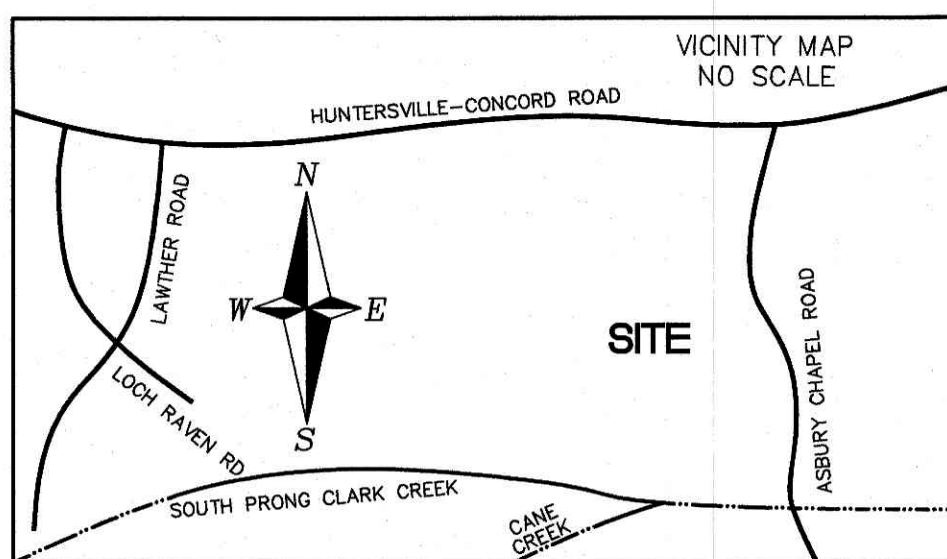
PROJECT INFORMATION
ZONING = TR
MIN. FRONT SETBACK 20'
MIN. SIDEYARD 6'
MIN. CORNER SIDEYARD 10'
MIN. REARYARD 25'

*REFER TO ZONING ORDINANCE FOR POSSIBLE ADJUSTMENTS TO THESE MINIMUM DIMENSIONS.

NOTES
THE PURPOSES OF THIS PLAT IS THE ANNEXATION OF PID#801-212-28, BEING 34.082 ACRES INTO THE TOWN OF HUNTERSVILLE.
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED
AREAS WERE CALCULATED BY A PROFESSIONAL SURVEYOR.
NO CROSS TRVERSE WAS FOUND TO BE WITHIN 2000'
THIS PROPERTY SUBJECT TO ANY OTHER EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD.

THIS PROPERTY MAY BE SUBJECT TO WETLANDS REGULATIONS. HOWEVER, PROPERTY OWNED INTEND TO REVIEW CURRENT GOVERNMENTAL REGULATIONS PRIOR TO CONSTRUCTION
THIS PROPERTY DOES NOT LIE WITHIN A REGULATED WATERSHED.
THERE ARE WATER QUALITY BUFFERS ON A PORTION OF THIS PROPERTY.
THIS PROPERTY LIES WITHIN THE CLARK CREEK WATERSHED.
THIS PROPERTY LIES WITHIN THE CLARK CREEK WATERSHED.
THIS PROPERTY LIES WITHIN THE HUNTERSVILLE POST CONSTRUCTION DISTRICT.
THERE ARE POST CONSTRUCTION BUFFERS ON A PORTION OF THIS PROPERTY.
A PORTION OF THIS PROPERTY DOES LIE WITHIN A FLOOD FLOODPLAIN PER FEMA
FLOOD MAPS DATED 03-07-2005.

Parcel Line Table		
Line #	Length	Direction
L4	51.54	S26°16'19"E
L5	42.10	S29°40'47"E
L6	56.98	S33°26'25"E
L7	40.08	S6°29'13"E
L8	46.89	S38°03'47"E
L9	55.69	S38°28'13"E
L10	30.80	S7°46'32"E
L11	18.63	S28°35'02"E
L12	53.89	S24°21'06"E
L13	54.28	S19°55'15"E
L14	53.64	S16°39'43"E
L15	54.26	S14°14'47"E
L16	53.60	S12°43'40"E
L17	53.84	S12°36'10"E
L18	57.14	S12°58'02"E
L19	55.64	S13°20'52"E
L20	55.15	S14°16'47"E

[illegible]



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

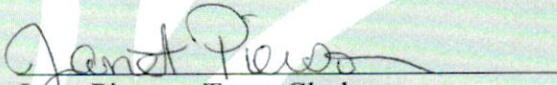
I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- 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 11th day of April, 2023.




Janet Pierson, Town Clerk



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).

PIN: 01921228

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

SKETCH PLAN APPROVAL ON 11-8-21

EPM: 420845

Petitioner & Owner Information

WHITBY BOWMAN, LLC / ROBERT BOWMAN

Petitioner


Signature of Petitioner

WHITBY BOWMAN, LLC

Property Owner(s)


Signature of Property Owner(s)

3-22-23

Date

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31

(Brownleigh 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 15th day of May 2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

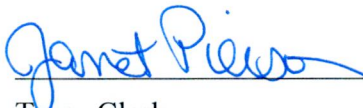
Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.



Mayor

Town of Huntersville, North Carolina

ATTEST:



Town Clerk



Exhibit A: Brownleigh 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:

Mecklenburg County Tax Parcel #019-212-28

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marilyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds N82-32-25E 668.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28680, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-37E 85.00' to a point, 3) N52-20-48E 386.78' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Right of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S73-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99 to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S67-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now or Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 451 of the Mecklenburg County Register of Deeds, thence with the Western line of land owned Now or Formerly by Ollie Brice Cochran as recorded in Deed Book 9411, page 235 & Michael Fadel as recorded in Deed Book 34084, page 522 both of the Mecklenburg County Register of Deeds, S17-45-57E 310.56' to a found 1 inch pipe, thence with the Western line of land owned Now or Formerly by Beatriz Cabrera & John Michael Cabrera as recorded in Deed Book 29739, page 447 of the Mecklenburg County Register of Deeds S17-20-20E 272.03' to a point (point being further located N17-36-36W 20.08' from a found 1 inch bar), thence with the Northern line of land owned Now or Formerly by Blanca Nathaly Cuellar Gonzalez as recorded in Deed Book 34177, page 188 of the Mecklenburg County Register of Deeds S24-23-01W 410.37' to a point on the Eastern Line of land owned Now or Formerly by MMB Development Eleven; Common Open Space #2 as recorded in Deed Book 21985, page 328 & Map Book 64, page 687 both of the Mecklenburg County Register of Deeds, thence with the before mentioned line N17-33-17W 1198.73' (passing through a found 1.50" pipe at 0+43.11; a found 0.50" pipe at 3+35.99; a found #5 rebar at 3+91.55 also being the Southern Right of Way of Padova Place; a found #5 rebar at 4+42.54 also being the Northern Right of Way of Padova Place; a found 1" pipe at 5+32.78; a found 0.50" pipe at 7+95.32) to a found 1 inch pipe, thence N52-36-52W 922.40' (passing through a found angle iron at 0+94.38; a found #5 rebar at 2+88.09 on the Eastern margin of Roosevelt Grove Drive as recorded in Map Book 61, page 125 of the Mecklenburg County Register of Deeds; a found #5 rebar at 3+39.13;

a found three quarter inch bent rebar at 4+48.56) to a found 1.50" pipe, thence N13-03-19W 527.93' to the POINT AND PLACE OF BEGINNING.

Containing 34.082 acres.



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	416510	Print Legal Ad-IPL01210370 - IPL0121037		\$155.55	3	60 L

Attention: TRACY BARRON
TOWN OF HUNTERSVILLE-PLANNING
PO Box 664

tbarron@huntersville.org

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION (Brownleigh Property Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on May 15, 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 located 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 approximately 34.082 acres, which includes a subdivision known as Brownleigh Property (Annexation Petition 23-03), located on PIN#s Meck. Co. 019-212-28 and described (metes & bounds) as follows (documents are on file in the Huntersville Planning Dept.):

LEGAL DESCRIPTION (ANNEX 23-03)

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 #019-212-28 Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. 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Containing 34.082 acres.

IPL0121037
May 4 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:

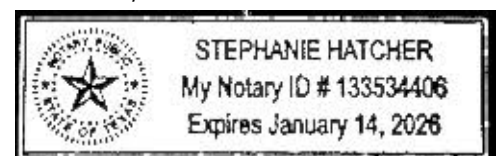
05/04/23

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 3rd day of May, 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

All that certain parcel of land, situated, lying and being in the Huntersville Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marilyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds N82-32-25E 668.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28680, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-37E 85.00' to a point, 3) N52-20-48E 386.78' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Right of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S73-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99 to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S67-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now or Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 451 of the Mecklenburg County Register of Deeds, thence with the Western line of land owned Now or Formerly by Ollie Brice Cochran as recorded in Deed Book 9411, page 235 & Michael Fadel as recorded in Deed 34084, page 522 both of the Mecklenburg County Register of Deeds, S17-45-57E 310.56' to a found 1 inch pipe, thence with the Western line of land owned Now or Formerly by Beatriz Cabrera & John Michael Cabrera as recorded in Deed Book 29739, page 447 of the Mecklenburg County Register of Deeds S17-20-20E 272.03' to a point (point being further located N17-36-36W 20.08' from a found 1 inch bar), thence with the Northern line of land owned Now or Formerly by Blanca Nathaly Cuellar Gonzalez as recorded in Deed Book 34177, page 188 of the Mecklenburg County Register of Deeds S24-23-01W 410.37' to a point on the Eastern Line of land owned Now or Formerly by MMB Development Eleven; Common Open Space #2 as recorded in Deed Book 21985, page

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Containing 34.082 acres.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Nathan Farber, Planner I

Date: May 15, 2023

Subject: #ANNEX 23-03

EXPLAIN REQUEST:

Consider decision on Petition #ANNEX 23-03, a request by Whitby Bowman, LLC, to annex 34.082 acres into the Town of Huntersville.

ACTION RECOMMENDED:

Consider Decision

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

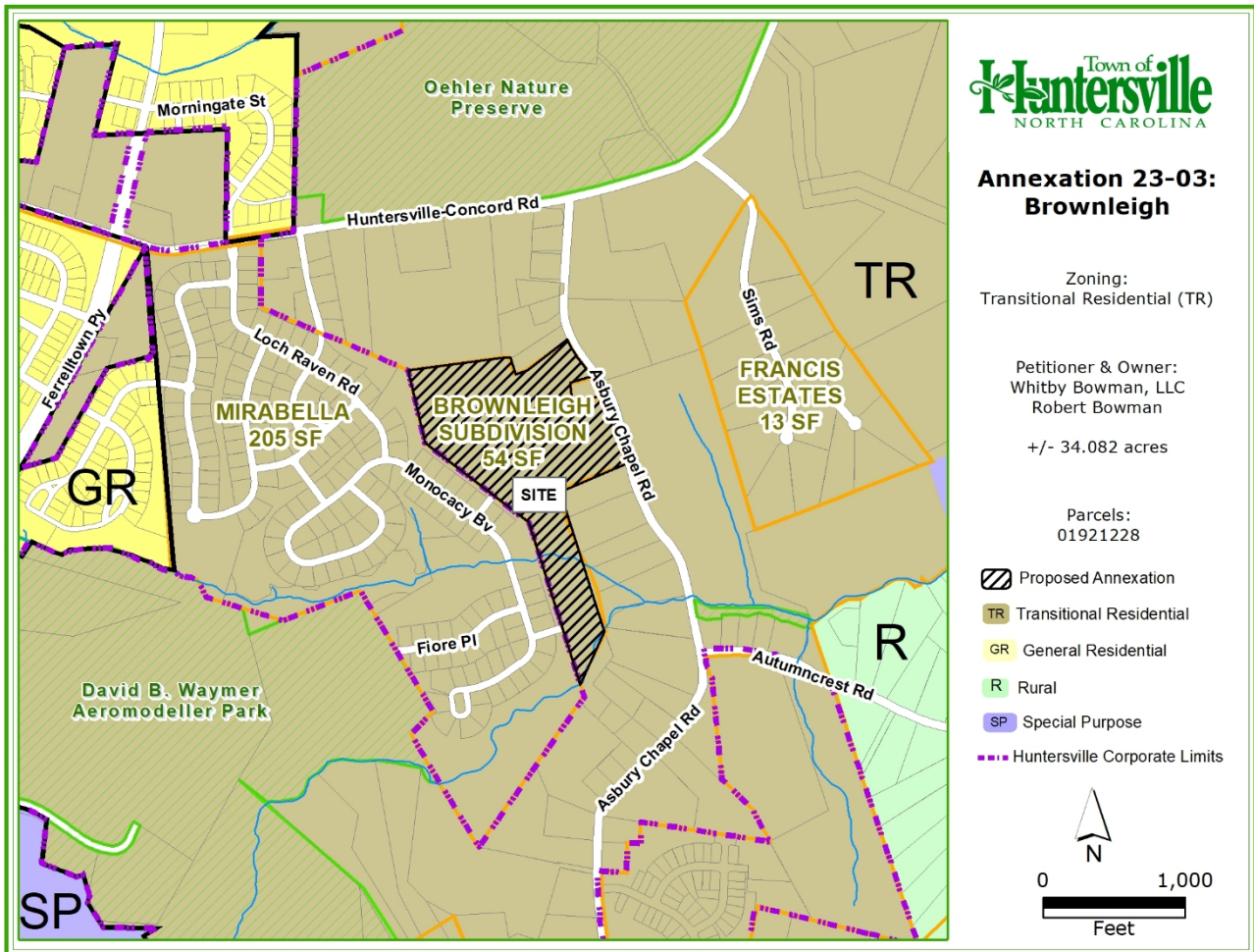
1. Annex 23-03 Brownleigh Staff Report TB
2. Attachment A – Contiguous Annexation Petition
3. Attachment B – Annexation Plat
4. Attachment C – Certificate of Sufficiency
5. Attachment D – Resolution of Intent to Annex
6. Attachment E - Public Hearing Ad
7. Attachment F – Metes & Bounds Description
8. Ordinance to Annex (Contiguous)

Annexation Petition # 23-03 (Contiguous) Brownleigh Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #23-03 is a request for a contiguous annexation into the Town of Huntersville of 34.082 acres consisting of one (1) parcel (PIN#019-212-28).

LOCATION



BACKGROUND

The property owner Whitby Bowman, LLC, has 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 34.082 acres.

All statutory requirements for annexation have been met:

- A petition requesting annexation was received on March 22, 2023 (see Exhibit A).
- The Town Clerk certified the sufficiency of the petition on April 11, 2023 (see Exhibit C).
- On May 1, 2023, the Board of Commissioners set the date for the public hearing to be held on May 15, 2023.
- Notice of the public hearing was placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on May 4, 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 May 15, 2023, the voluntary contiguous annexation would also become effective on May 15, 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



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).

PIN: 01921228

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

SKETCH PLAN APPROVAL ON 11-8-21

EPM: 420845

Petitioner & Owner Information

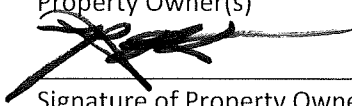
WHITBY BOWMAN, LLC / ROBERT BOWMAN

Petitioner


Signature of Petitioner

WHITBY BOWMAN, LLC

Property Owner(s)


Signature of Property Owner(s)

3-22-23

Date

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE TOWN OF HUNTERVILLE,
NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED
_____, (ANNEXATION ORDINANCE
95-_____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-
MECKLENBURG PLANNING COMMISSION.
THIS _____ DAY OF _____, 2023.

MAYOR
TOWN OF HUNTERSVILLE

ATTEST: _____
JANET PIERSON
TOWN CLERK

REVIEW OFFICER OF
WACKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

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).

PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS WITH MY FREE CONSENT, AND I 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.

DATE _____ OWNER(S) WHITBY BOWMAN LLC

LEGEND _____

BOC = BACK OF CURB
CO = CLEAN OUT
COS = COMMON OPEN SPACE
C = CABLE PEDESTAL
CONC. = CONCRETE
ELEV = ELEVATION
EDGE = EDGE OF PAVEMENT
EX = EXISTING
LP = LIGHT POLE
LSE = LANDSCAPE EASEMENT
MB = MAP BOOK
PSE = PUBLIC STORM DRAINAGE EASEMENT
PUB = PUBLIC UTILITIES EASEMENT
R/W = RIGHT OF WAY
SF = SQUARE FEET
TP = TELEPHONE PEDESTAL
WM = WATER METER
POB = POINT OF BEGINNING

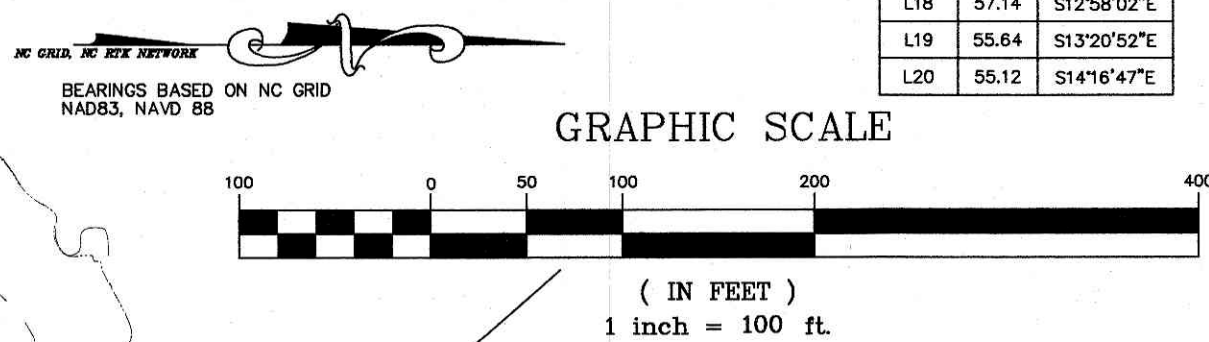
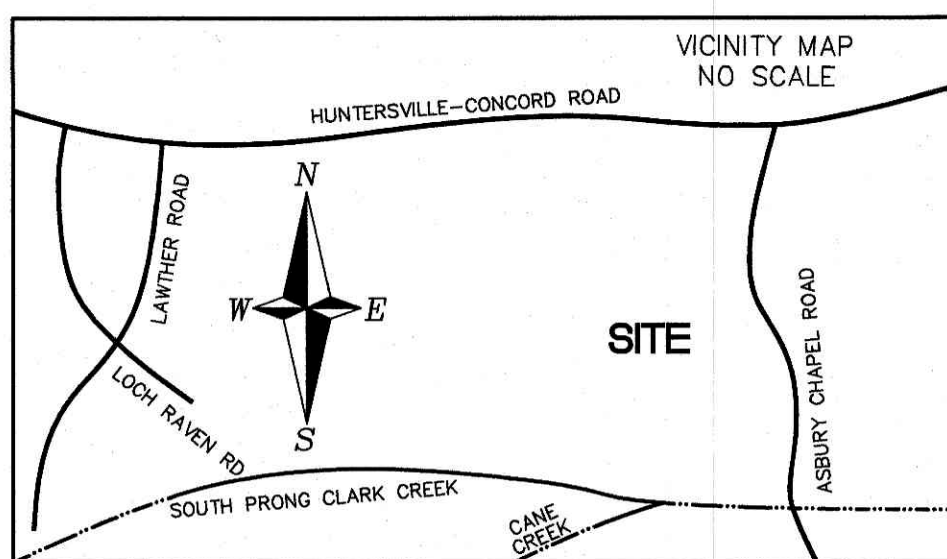
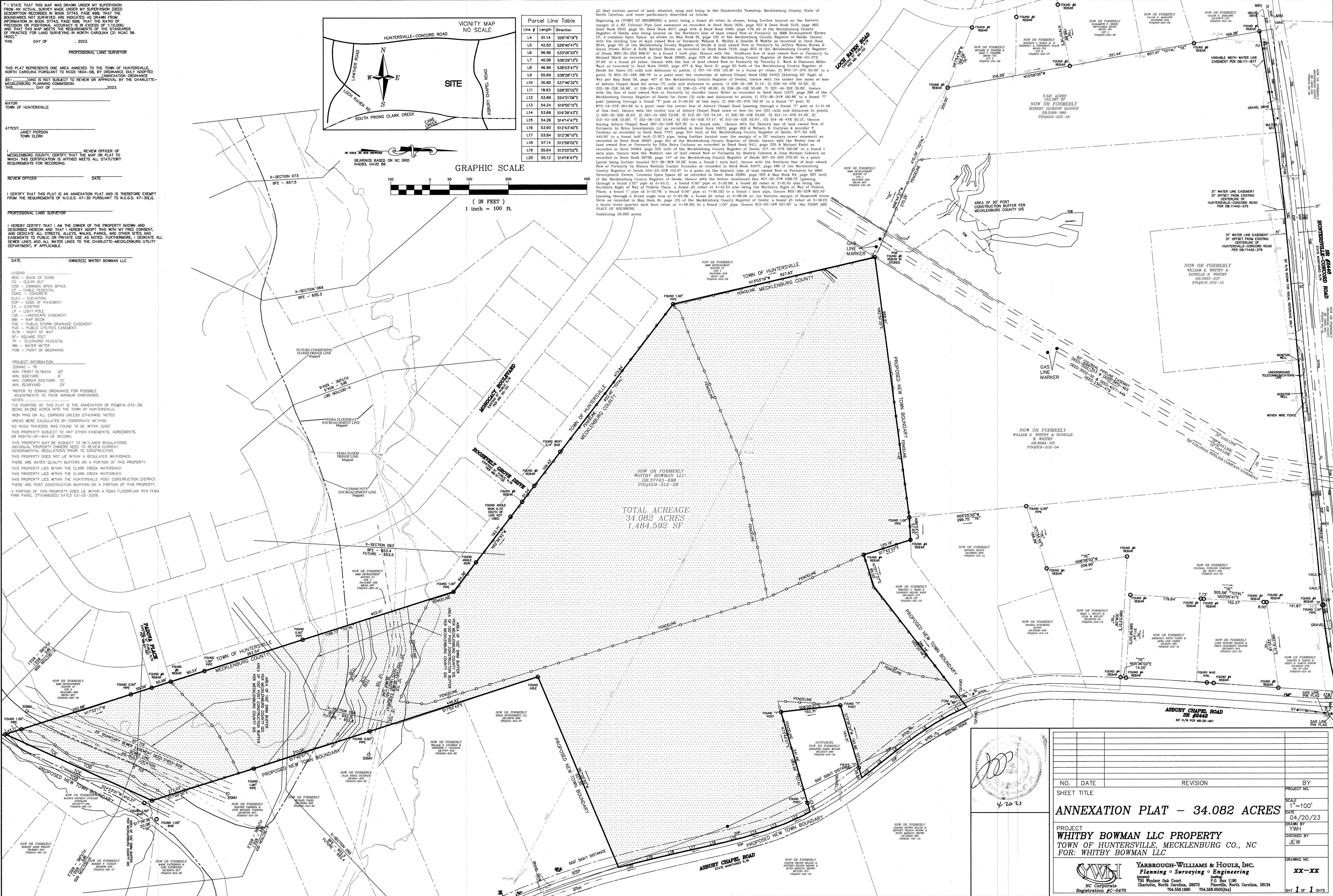
PROJECT INFORMATION
ZONING = TR
MIN. FRONT SETBACK 20'
MIN. SIDEYARD 6'
MIN. CORNER SIDEYARD 10'
MIN. REARYARD 25'

*REFER TO ZONING ORDINANCE FOR POSSIBLE ADJUSTMENTS TO THESE MINIMUM DIMENSIONS.

NOTES
THE PURPOSES OF THIS PLAT IS THE ANNEXATION OF PID#801-212-28, BEING 34.082 ACRES INTO THE TOWN OF HUNTSVILLE.
IRON PINS ON ALL CORNERS UNLESS OTHERWISE NOTED
AREAS WERE CALCULATED BY A PROFESSIONAL SURVEYOR.
NO CROSS TRVERSE WAS FOUND TO BE WITHIN 2000'
THIS PROPERTY SUBJECT TO ANY OTHER EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD.

THIS PROPERTY MAY BE SUBJECT TO WETLANDS REGULATIONS. HOWEVER, PROPERTY OWNED INTEND TO REVIEW CURRENT GOVERNMENTAL REGULATIONS PRIOR TO CONSTRUCTION
THIS PROPERTY DOES NOT LIE WITHIN A REGULATED WATERSHED.
THERE ARE WATER QUALITY BUFFERS ON A PORTION OF THIS PROPERTY.
THIS PROPERTY LIES WITHIN THE CLARK CREEK WATERSHED.
THIS PROPERTY LIES WITHIN THE CLARK CREEK WATERSHED.
THIS PROPERTY LIES WITHIN THE HUNTSVILLE POST CONSTRUCTION DISTRICT.
THERE ARE POST CONSTRUCTION BUFFERS ON A PORTION OF THIS PROPERTY.
A PORTION OF THIS PROPERTY DOES LIE WITHIN A FEA FLOODPLAIN PER FEMA 1706 (RECEIVED 04/24/2008 03-02-2008)

Parcel Line Table		
Line #	Length	Direction
L4	51.54	S26°16'19"E
L5	42.10	S29°40'47"E
L6	56.98	S33°26'25"E
L7	40.08	S6°29'13"E
L8	46.89	S38°03'47"E
L9	55.69	S38°28'13"E
L10	30.80	S73°46'32"E
L11	18.63	S28°35'02"E
L12	53.89	S24°21'06"E
L13	54.28	S19°55'15"E
L14	53.64	S16°39'43"E
L15	54.26	S14°14'47"E
L16	53.60	S12°43'40"E
L17	53.84	S12°36'10"E
L18	57.14	S12°58'02"E
L19	55.64	S13°20'52"E
L20	55.15	S14°16'47"E

[illegible]



CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Huntersville, North Carolina:

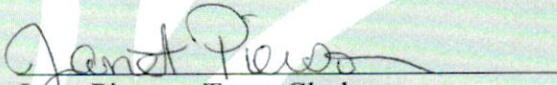
I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- 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 11th day of April, 2023.




Janet Pierson, Town Clerk



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).

PIN: 01921228

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

SKETCH PLAN APPROVAL ON 11-8-21

EPM: 420845

Petitioner & Owner Information

WHITBY BOWMAN, LLC / ROBERT BOWMAN

Petitioner


Signature of Petitioner

WHITBY BOWMAN, LLC

Property Owner(s)


Signature of Property Owner(s)

3-22-23

Date

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-31

(Brownleigh 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 15th day of May 2023.

Section 2. The area proposed for annexation is described as follows:

(Metes and bounds description attached hereto as Exhibit A.)

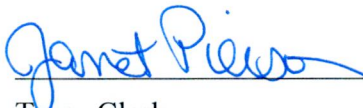
Section 3. Notice of said public hearing shall be published in the Charlotte Observer, a newspaper having a general circulation in the Town of Huntersville, at least ten (10) days prior to the date of said public hearing.



Mayor

Town of Huntersville, North Carolina

ATTEST:



Town Clerk



Exhibit A: Brownleigh 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:

Mecklenburg County Tax Parcel #019-212-28

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marilyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds N82-32-25E 668.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28680, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-37E 85.00' to a point, 3) N52-20-48E 386.78' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Right of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S73-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99 to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S67-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now or Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 451 of the Mecklenburg County Register of Deeds, thence with the Western line of land owned Now or Formerly by Ollie Brice Cochran as recorded in Deed Book 9411, page 235 & Michael Fadel as recorded in Deed Book 34084, page 522 both of the Mecklenburg County Register of Deeds, S17-45-57E 310.56' to a found 1 inch pipe, thence with the Western line of land owned Now or Formerly by Beatriz Cabrera & John Michael Cabrera as recorded in Deed Book 29739, page 447 of the Mecklenburg County Register of Deeds S17-20-20E 272.03' to a point (point being further located N17-36-36W 20.08' from a found 1 inch bar), thence with the Northern line of land owned Now or Formerly by Blanca Nathaly Cuellar Gonzalez as recorded in Deed Book 34177, page 188 of the Mecklenburg County Register of Deeds S24-23-01W 410.37' to a point on the Eastern Line of land owned Now or Formerly by MMB Development Eleven; Common Open Space #2 as recorded in Deed Book 21985, page 328 & Map Book 64, page 687 both of the Mecklenburg County Register of Deeds, thence with the before mentioned line N17-33-17W 1198.73' (passing through a found 1.50" pipe at 0+43.11; a found 0.50" pipe at 3+35.99; a found #5 rebar at 3+91.55 also being the Southern Right of Way of Padova Place; a found #5 rebar at 4+42.54 also being the Northern Right of Way of Padova Place; a found 1" pipe at 5+32.78; a found 0.50" pipe at 7+95.32) to a found 1 inch pipe, thence N52-36-52W 922.40' (passing through a found angle iron at 0+94.38; a found #5 rebar at 2+88.09 on the Eastern margin of Roosevelt Grove Drive as recorded in Map Book 61, page 125 of the Mecklenburg County Register of Deeds; a found #5 rebar at 3+39.13;

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Containing 34.082 acres.



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	416510	Print Legal Ad-IPL01210370 - IPL0121037		\$155.55	3	60 L

Attention: TRACY BARRON
TOWN OF HUNTERSVILLE-PLANNING
PO Box 664

tbarron@huntersville.org

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION (Brownleigh Property Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on May 15, 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 located 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 approximately 34.082 acres, which includes a subdivision known as Brownleigh Property (Annexation Petition 23-03), located on PIN#s Meck. Co. 019-212-28 and described (metes & bounds) as follows (documents are on file in the Huntersville Planning Dept.):

LEGAL DESCRIPTION (ANNEX 23-03)

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 #019-212-28 Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. 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Containing 34.082 acres.

IPL0121037
May 4 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:

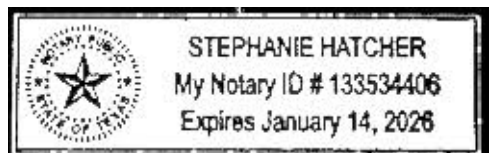
05/04/23

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 3rd day of May, 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

All that certain parcel of land, situated, lying and being in the Huntersville Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marilyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds N82-32-25E 668.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28680, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-37E 85.00' to a point, 3) N52-20-48E 386.78' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Right of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S73-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99 to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S67-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now or Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 451 of the Mecklenburg County Register of Deeds, thence with the Western line of land owned Now or Formerly by Ollie Brice Cochran as recorded in Deed Book 9411, page 235 & Michael Fadel as recorded in Deed 34084, page 522 both of the Mecklenburg County Register of Deeds, S17-45-57E 310.56' to a found 1 inch pipe, thence with the Western line of land owned Now or Formerly by Beatriz Cabrera & John Michael Cabrera as recorded in Deed Book 29739, page 447 of the Mecklenburg County Register of Deeds S17-20-20E 272.03' to a point (point being further located N17-36-36W 20.08' from a found 1 inch bar), thence with the Northern line of land owned Now or Formerly by Blanca Nathaly Cuellar Gonzalez as recorded in Deed Book 34177, page 188 of the Mecklenburg County Register of Deeds S24-23-01W 410.37' to a point on the Eastern Line of land owned Now or Formerly by MMB Development Eleven; Common Open Space #2 as recorded in Deed Book 21985, page

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Containing 34.082 acres.

**AN ORDINANCE TO ANNEX CONTIGUOUS AREA INTO THE CORPORATE
LIMITS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA**

Annexation Ordinance 2021-03
(Brownleigh 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 15th day of May 2023, after due notice by publication in The Charlotte Observer on May 14, 2021; 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 ___th day of May 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 ___th day of May 2023.

Mayor: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

Exhibit A: Brownleigh 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:

Mecklenburg County Tax Parcel #019-212-28

Beginning at (POINT OF BEGINNING) a point being a found #5 rebar in stones, being further located on the Eastern margin of a 60' Colonial Pipe Line easement as recorded in Deed Book 1622, page 353 & Deed Book 3410, page 465, Deed Book 3502, page 50, Deed Book 4017, page 449, & Deed Book 2360, page 479 all of the Mecklenburg County Register of Deeds, also being located on the Northern Line of land owned Now or Formerly by MMB Development Eleven LP, A common Open Space; as shown on Map Book 61, page 125 of the Mecklenburg County Register of Deeds, thence with the dividing line of land owned Now or Formerly William E. Whitby & Donelle R Whitby as recorded in Deed Book 9244, page 101 of the Mecklenburg County Register of Deeds & land owned Now or Formerly by Jeffrey Wilson Brown & Joann Brown Miller & Ruth Marilyn Brown as recorded in Deed Book 7149, page 803 of the Mecklenburg County Register of Deeds N82-32-25E 668.91' to a found 1 inch pipe, thence with the Southern line of land owned Now or Formerly by Michael Bloch as recorded in Deed Book 28680, page 229 of the Mecklenburg County Register of Deeds N86-53-27E 57.65' to a found #4 rebar, thence with the line of land owned Now or Formerly by Timothy C. Ward & Shannon Miller Ward as recorded in Deed Book 10455, page 477 & Map Book 31, page 63 both of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S17-42-23E 125.16' to a found #4 rebar, 2) N72-17-37E 85.00' to a point, 3) N52-20-48E 386.78' to a point near the centerline of Asbury Chapel Road (SR# 2442) (Existing 60' Right of Way per Map Book 28, page 467 of the Mecklenburg County Register of Deeds), thence with the center line more or less of Asbury Chapel Road for seven (7) calls and distances to points, 1) S26-16-19E 51.14', 2) S29-40-47E 42.50', 3) S33-26-25E 56.96', 4) S36-29-13E 40.06', 5) S38-03-47E 46.89', 6) S38-28-13E 55.69', 7) S37-46-32E 30.80', thence with the line of land owned Now or Formerly by Jennifer Joann Miller as recorded in Deed Book 12127, page 386 of the Mecklenburg County Register of Deeds for three (3) calls and distances to points, 1) S73-36-34W 192.86' to a found "T" post (passing through a found "T" post at 0+28.55' of this line), 2) S06-25-07E 152.31' to a found "T" post, 3) N73-44-27E 264.99 to a point near the center line of Asbury Chapel Road (passing through a found "T" post at 2+41.49 of this line), thence with the center line of Asbury Chapel Road more or less for ten (10) calls and distances to points, 1) S28-35-02E 18.63', 2) S24-21-06E 53.89', 3) S19-55-15E 54.24', 4) S16-39-43E 53.68', 5) S14-14-47E 54.26', 6) S12-43-40E 53.60', 7) S12-36-10E 53.84', 8) S12-58-02E 57.14', 9) S13-20-52E 55.64', 10) S14-16-47E 55.12', thence leaving Asbury Chapel Road S67-05-50W 527.35' to a found axle, thence with the Eastern line of land owned Now of Formerly by Brice Investments LLC as recorded in Deed Book 16872, page 269 & William B. Cochran & Jennifer T. Cochran as recorded in Deed Book 7707, page 504 both of the Mecklenburg County Register of Deeds, S17-52-43E 449.92' to a found half inch (0.50") pipe, being further located near the margin of a 20' sanitary sewer easement as recorded in Deed Book 18007, page 451 of the Mecklenburg County Register of Deeds, thence with the Wester line of land owned Now or Formerly by Ollie

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Containing 34.082 acres.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Lauren Speight, Planner II

Date: May 15, 2023

Subject: Quasi-Judicial Petition #SUP23-01 (Petra Development)

EXPLAIN REQUEST:

Conduct a quasi-judicial evidentiary hearing on Petition #SUP23-01, a request by hep Petra Development LLC on behalf of the City of Charlotte for a Special Use Permit for a major solar energy facility at 5824 Jim Kidd Road Huntersville, NC 28078 PIN 01305102.

ACTION RECOMMENDED:

Conduct a quasi-judicial evidentiary hearing on Petition #SUP23-01

FINANCIAL IMPLICATIONS:

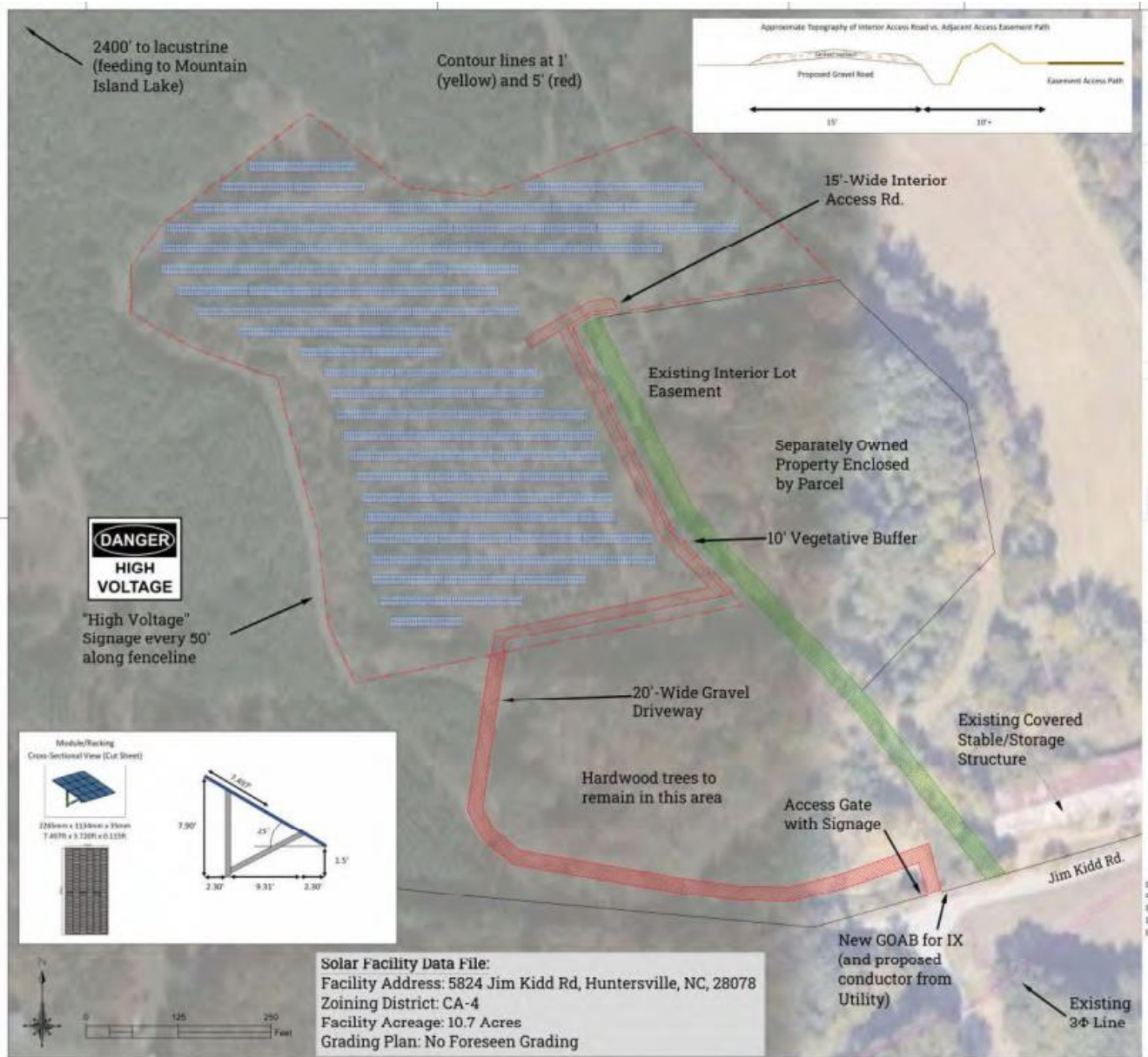
ATTACHMENTS:

1. SUP23-01 TB Staff Analysis
2. A_ McDowell_Creek_WWTP_Solar_SUP_(General_Application)_4-5-23
3. B_ McDowell_Creek_WWTP_Solar, LLC - Findings of Fact Binder
4. C_ McDowell_Creek_WWTP_Solar_SUP_(Supporting_Documentation)_4-3-23
5. D_ McDowell_Creek_WWTP_Solar_SUP_(Tree_Survey)_4-5-23

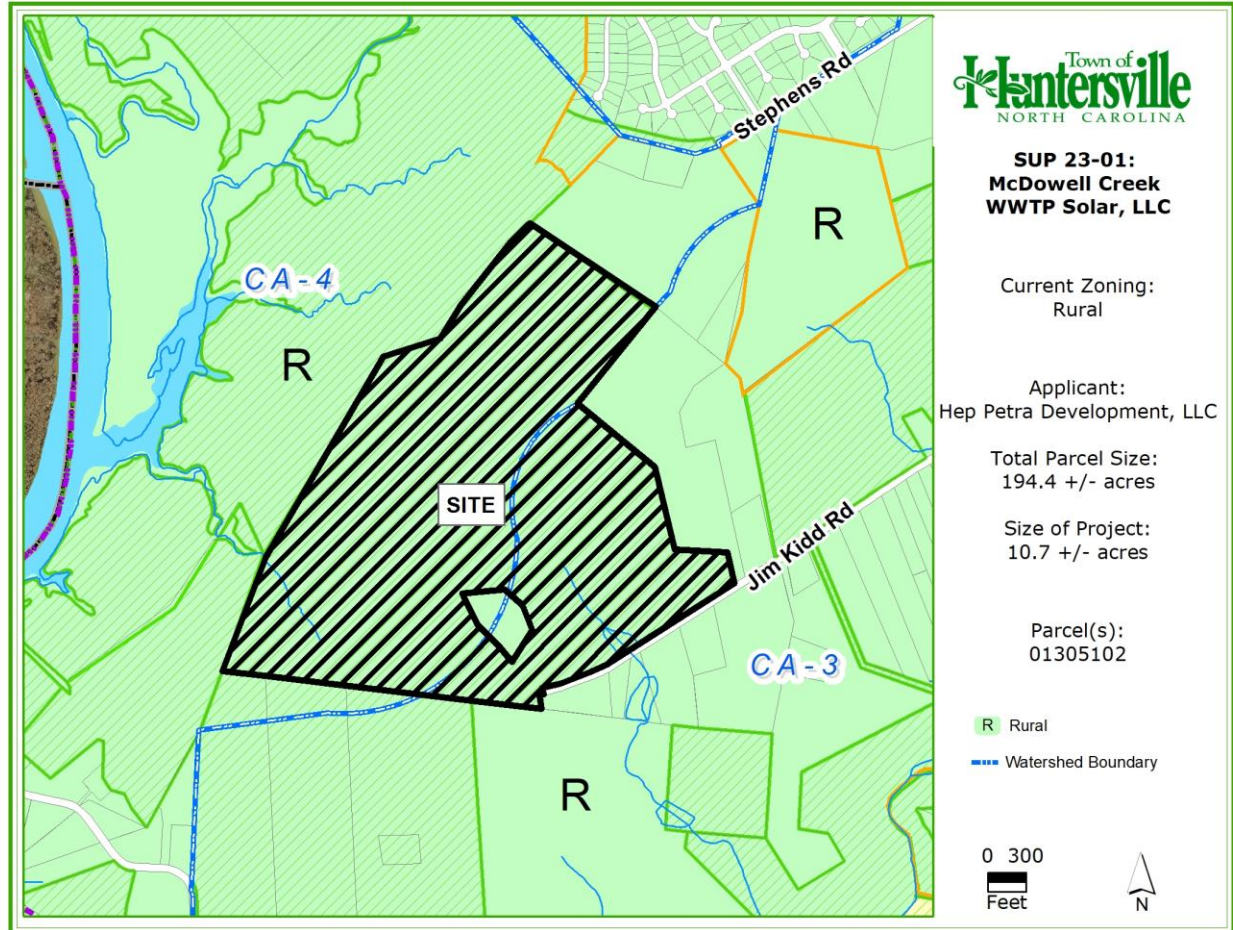
REQUEST: Special Use Permit Application for Major Solar Energy Facility in Rural Zoning District, SUP23-01

1: DESCRIPTION

Petition #SUP23-01 is a request by hep Petra Development LLC on behalf of the City of Charlotte for a Special Use Permit for a major solar energy facility at 5824 Jim Kidd Road Huntersville, NC 28078 PIN 01305102. Major solar energy facilities are permitted in the Rural (R) zoning district with the issuance of a special use permit and subject to the conditions outlined in Article 9.54.



PART 2: LOCATION



PART 3: STAFF FINDINGS

Article 9.54 Solar Energy Facilities:

General Requirements for Major Solar Energy Facilities.

1. The minimum lot size requirement for major solar facilities is 10 acres.

Staff Findings: The site plan indicates the area for the solar facility is proposed to be 10.7 acres. The survey indicates the future lease area will be 10.059 acres. The exact area needs to be confirmed. Regardless, the proposed area exceeds the 10 acre minimum for a major solar facility.

2. Setbacks for major solar energy facilities shall:

(1) meet the minimum required setbacks for the underlying zoning district for installations in the R and TR zoning districts.

Staff Findings: In the Rural Zoning District, the front yard setback for residential lots shall be a minimum of 25'. The minimum side yard setback is 8' and the minimum rear yard setback is

25'. The site plan shows the panels are proposed to be located at distances greater than the minimum setbacks for the Rural Zoning District.

(2) be a minimum of 20 feet from any property line in the SP zoning district.

Staff Findings: The site plan shows the panels are proposed to be located at distances greater than 20' from any property line.

2. Free standing major solar facilities shall be a maximum of eight (8) feet in height as measured from the grade at the base of the structure to the apex of the structure. This provision shall be waived for major-free standing facilities on residential property if its application would prevent the reasonable use of a solar collector for the residential property.

Staff Findings: The revised site plan shows the proposed solar panels will be 7.90 ft in height.

Major Solar Energy Facilities shall be exempt from any parking requirements in the Huntersville Zoning Ordinance if there is no commercial or office building component.

Article 11.4.10(e)(2) The applicant has the burden of producing competent, material, and substantial evidence establishing that:

- i. The proposed special use will not materially endanger the public health or safety;

STAFF FINDINGS: The applicant states, "There is no historical evidence that solar facility operations have a negative impact or pose any hazard to public health or safety." The applicant includes example pictures of warning signs, safety precautions, and fencing.

- ii. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity;

STAFF FINDINGS: The applicant states, "There is no historical evidence that solar facilities injure the value of adjacent properties." Additionally, the applicant provides evidence the proposed solar facility seeks a Certificate of Public Convenience and Necessity as required by the State of North Carolina and will thereby qualify as a public necessity.

- iii. 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 FINDINGS: The applicant states the solar facility is not proposed to impact surrounding properties and "is expected be in conformity with all plans." Additionally, the applicant states, "the site will not be visible from any adjacent parcels or from any angle other than an aerial view." The proposed solar energy facility is compliant with LU-1, PS-7.2, EOS-3, EOS-5, and EOS-6.

- iv. 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;

STAFF FINDINGS: The proposal complies with all applicable standards and ordinances.

The total area of the parcel to include the solar energy facility is 196.017 acres. Based on the site plan and survey, greater than 30% of the existing canopy will remain. Additional information is needed to confirm specimen tree save requirements will be met, but based on the size of the parcel Staff is confident specimen tree save requirement will be met.

- v. The proposed special use will comply with all general and specific standards required by the appropriate section of this ordinance for the issuance of a special use permit for this use.

STAFF FINDINGS: All standards will be met before Staff stamps approval of the SUP site plan.

PART 4: PLANNING STAFF RECOMMENDATION

In considering the Special Use Permit SUP23-01, McDowell Creek WWTP Solar Planning Staff find the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties, and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by the findings of facts on pages 2-3 of this report.

PART 5: PUBLIC HEARING/FINAL ACTION

The Special Use Permit Hearing is proposed to be held on May 15, 2023.

PART 6: ATTACHEMENTS

- A: Application
- B: Applicant Findings of Fact with Site Plan
- C: Supporting Documentation
- D: Tree Survey

PART 7: Planning Board Recommendation

F. Gammon made an Amended Motion to recommend Approval of SUP 23-01, McDowell Creek WWTP Solar, we the Planning Board find that the request meets all required conditions and specifications, is reasonable and does not pose an injurious effect on adjoining properties and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by the following findings: the SUP is compliant with Huntersville 2040 Community Plan policies, LU-1, PS7.2, EOS-3, EOS-5, EOS-6, EOS-7; complies with all applicable articles of the Huntersville Zoning Ordinance; and the plan itself is contingent on being issued a CPCN by the state which meets the public necessity requirement of the ordinance. The applicant must address all redline comments with staff. S. Swanick seconded the amended motion. Vote: The amended motion passed unanimously (8-0).

PART 7: Town Board Decision Statements

In Favor of the Special Use Permit

In considering the Special Use Permit SUP23-01, McDowell Creek WWTP Solar, we, the Town Board, find that the request meets all required conditions and specifications, is reasonable and does not

pose an injurious effect on adjoining properties, and finds that the character of the neighborhood or the health, safety and general welfare of the community will be minimized. This decision is supported by the following findings:

1)

2)

Add additional statements as necessary.

Against the Special Use Permit

In considering the Special Use Permit SUP23-01, McDowell Creek WWTP Solar, we, the Town Board, find that the request does not meet the required conditions and specifications.

(List which conditions are not being met)

1)

2)

Add additional statements as necessary.

In addition, the use poses an injurious effect on adjoining properties and the Town Board finds that the request is not character of the neighborhood and there will be negative effects on the health, safety and general welfare of the surrounding community based on the following findings:

1)

2)

Add additional statements as necessary.



General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at <https://www.huntersville.org/528/Permits-Process>

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☐ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☒ Special Use Permit
- ☐ Revision to
Original Project # _____
- ☐ Other _____

- SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
- ☐ Sketch Plan
 - ☐ Preliminary Plan
 - ☐ Final Plat (Includes Minor Subdivision)
 - ☐ Exempt Subdivision
 - ☐ Final Plat Revision
 - ☐ Farmhouse Cluster

2. Project Data

Date of Application 04/03/2023

Name of Project McDowell Creek WWTP Solar, LLC Phase # (if subdivision) _____

Project Address 5824 Jim Kidd Rd, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01305102

Current Zoning District CA-4 (R) Rural Proposed District (for rezoning only) _____

Property Size (acres) 10.7 Street Frontage (feet) 300'

Current Land Use None (Forested)

Proposed Land Use(s) Solar Facility

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Seeking a Special Use Permit for the construction and operation of a 2.00MW_{AC} Solar Facility
on 10.7 acres of the parcel located at 5632 Jim Kidd Rd, Huntersville, NC 28078.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at <https://www.huntersville.org/528/Permits-Process>.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name hep Petra Development, LLC

Phone 704-516-1880

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership

☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature [Signature] Printed Name: Tim Holder

Title SVP, hep Petra Development, LLC Email t.holder@hep.global

Address of Applicant 11330 Vanstory Dr, Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name City of Charlotte

Phone 704-336-7600

☒ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature [Signature] Printed Name Carl Wilson

Title Chief Engineer Email carl.wilson@charlottenc.gov

Address of Property Owner 4901 Neck Rd, Huntersville, NC 28078

* 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 application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), 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.**

8. Development/Design Firm Contact Information

hep Petra Development, LLC	Tim Holder	704-516-1880	t.holder@hep.global
Development Firm	Name of Contact	Phone	Email
hep Petra Construction, LLC	Jason Sparks	704-309-0629	j.sparks@hep.global
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department



McDowell Creek WWTP Solar, LLC

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Findings of Fact

1. Safety of the Solar Panels. The proposed special use will not materially endanger the public health or safety.
 - There is no historical evidence that solar facility operations have a negative impact or pose any hazard to public health or safety. [See attached pictures of examples of warning signs, safety precautions and fencing to protect public health and safety.](#)
2. The proposed special use will not substantially injure the value of abutting property or it constitutes a public necessity.
 - There is no historical evidence that solar facilities injure the value of adjacent properties. Under state law solar projects require approval of a certificate of public necessity. Therefore, by nature the project constitutes a public necessity. [Please see attached documentation of CPCN.](#)
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.
 - The location for the facility is in a rural (R) zoning district and has no foreseen impact on surrounding parcels/areas/ It is expected to be in conformity with all plans. The site will not be visible from any adjacent parcels or from any angle other than an aerial view.
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.
 - The location for the facility is 10.7 acres of a 190-acre parcel in a rural (R) zoning district and is expected to follow all ordinances relating to such properties. [See attached Site Plan.](#) Project complies with all of the lot, size, yard, and other standards which this ordinance applies to.
5. The proposed special use will comply with all general standards in Article 11.4 and all specific standards in Article 9 for the issuance of a special use permit for this use.

- The planning for this facility is following the standard process for Special Use Permit acquisition, and will be in compliance with own of Huntersville Zoning Ordinances Article 9.54, Section (2), Subsections 1.1, 1.2, 1.3, and 1.3c by acquiring a Special USE Permit and facilitating all required setbacks and maximum structure heights.

Builders and Owners of Renewable Energy Facilities

Requirements for filings submitted to the North Carolina Utilities Commission by the builders and owners of Renewable Energy Facilities

Constructing an Electric Generating Facility

If you plan to construct an electric generating facility in North Carolina, please read the two criteria below and click on the appropriate link for guidance on what must be filed with the North Carolina Utilities Commission.

If you plan to construct a facility with a capacity of 2 megawatts up to 80 megawatts and do not plan to primarily generate electricity for your own use, you must file an application for a Certificate of Public Convenience and Necessity (CPCN). [Please download the CPCN Application Form](#). The filing fee for the CPCN is \$250.00, and the check should be payable to "NC Dept. of Commerce/Utilities."

If you -do not meet the criteria above but plan to construct a facility with a capacity of less than 2 megawatts or plan to primarily generate electricity for your own use, you must file a Report of Proposed Construction (ROPC). [Please download the ROPC Form](#). The filing fee for the ROPC is \$50.00, and the check should be payable to "NC Dept. of Commerce/Utilities."

Please click [Filing Instructions](#) for information on what to do with the completed documents.

Creating Renewable Energy Certificates

If you intend to create Renewable Energy Certificates (RECs) for use by an electric power supplier in North Carolina, you must file an Application to Register a Renewable Energy Facility (Registration Statement) as required in Rule R8-66. The filing fee for the Registration Statement is \$250.00, and the check should be payable to "NC Dept. of Commerce/Utilities."

You do not need to file the Registration Statement for your facility if you:

- enter into a contract with NCGreenPower, or
- do not intend to provide RECs.

The following links will provide you with information on facility registration.

1. [NCUC Rule R8-66](#)
2. [Registration Statement Form](#)
3. [RECs used by an electric power supplier in North Carolina are tracked in the North Carolina Renewable Energy Tracking System \(NC-RETS\)](#)

Filing Instructions

The CPCN/ROPC and the Registration Statement are two separate items with separate purposes. The CPCN/ROPC is necessary for constructing an electric generating facility. The Registration Statement is necessary to provide RECs to an electric power supplier.

You may file a CPCN or ROPC along with the Registration Statement, but please indicate what you are filing in your cover letter.

The most common mistakes are:

- Listing the installer as the applicant instead of the facility owner
- Failure to provide a map diagram showing the site boundary and the layout of the equipment and interconnection facilities
- Failure to have the documentation verified and notarized

Application Fees

The filing fee for the CPCN is \$250.00, the ROPC is \$50.00, and the Registration Statement is \$250.00, and the check should be payable to "NC Dept. of Commerce/Utilities."

How to File Documents

The Public Staff recommends that you file your documents electronically. Filing instructions are available on the Utilities Commission website.

If you are unable to file electronically, please follow the instructions below:

Number of Copies Required:

- CPCN - Original plus 12 copies
- ROPC - Original plus 6 copies
- Registration Statement - Original plus 9 copies

If using private express delivery, please send it to:

Chief Clerk
NC Utilities Commission, 5th Floor
430 North Salisbury Street
Raleigh, NC 27603-5918

If using the postal service, please send it to:

Chief Clerk
NC Utilities Commission

4325 Mail Service Center
Raleigh, NC 27699-4300

- [View a webinar on the application process](#) from the [N.C. Clean Energy Technology Center](#)
- [North Carolina Renewable Energy and Energy Efficiency Portfolio Standard \(REPS\)](#)

If you have any questions, please contact the Electric Division at 919-733-2267.

DOCKET NO. SP-_____, SUB ____

Filing Fee Tendered \$^{250.00}_____

Application for a Certificate of Public Convenience and Necessity – Rule R8-64

Pursuant to Commission Rule R8-64, this form is required for use in applying for a Certificate of Public Convenience and Necessity (CPCN) by a person, other than an electric public utility, who is an owner of a renewable energy facility that is participating in the Competitive Procurement of Renewable Energy Program established in G.S. 62-110.8, or by a person who is seeking the benefits of 16 U.S.C. 624-3 or G.S. 62-156 as a qualifying co-generator or a qualifying small power producer as defined in 16 U.S.C. 796(17) and (18), or as a small power producer as defined in G.S. 62-3(27a), except persons exempt from certification pursuant to G.S. 62-110.1(g). This form may be accompanied by any exhibits or additional responses incorporated by reference thereto and attached to this form. This form must be accompanied by the required filing fee of \$250.00.

You may file this application electronically; please see www.ncuc.net for instructions.

If this form is filed by hard copy, the original plus 12 copies must be presented at or transmitted to the office of the Chief Clerk. Regardless of the method of delivery, this form is not deemed filed until it is received by the Chief Clerk, along with the required filing fee.

The mailing address is:

Chief Clerk
NC Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4325

Exhibits required by Rule R8-64(b)		Applicant's Response
(1)(i)	Full and correct name of the owner of the facility	hep energy USA holdings, Inc.
	Facility name	McDowell Creek WWTP Solar, LLC
	Business address	11330 Vanstory Drive, Suite 101, Huntersville, NC
	E-mail address	t.holder@hep.global
	Telephone number	(704) 897-0713
(ii)	The owner is (check one)	☐ Individual ☐ Partnership ☒ Corporation
	If a partnership, the name and business address of each general partner	
	If a corporation, the state and date of incorporation	Delaware 7/18/2017

	If a partnership, the name and address of each general partner (add additional sheets if necessary)	
	Owner's agent for purposes of this application, if applicable:	
	Agent's business address	
	Agent's e-mail address	
	Agent's telephone number	
(iii)	The full and correct name of the site owner and, if the site owner is other than the applicant, the applicant's legal interest in the site	Charlotte Water, LLC Project to lease a portion of the property
(2)(i)	Attach a color map or aerial photo showing the location of the generating facility site in relation to local highways, streets, rivers, streams, and other generally known local landmarks with the proposed location of major equipment indicated on the map or photo, including: the generator, fuel handling equipment, plant distribution system, startup equipment, the site boundary, planned and existing pipelines, planned and existing roads, planned and existing water supplies, and planned and existing electric facilities;. A U.S. Geological Survey map or an aerial photo map prepared via the State's geographic information system (found at www.gis.ncdcr.gov/hpweb/) is preferred.	
(ii)	E911 street address of the proposed facility	824 Jim Kidd Road, Huntersville, NC 28078
	County in which the proposed facility will be physically located	Mecklenburg
	GPS coordinates of the approximate center of the proposed facility site to the nearest second or one thousandth of a degree	35.394168 °N, -80.943894 °W
(3)(i)	The nature of the facility, including its technology, and the source of its power and fuel(s)	Operation of a solar generation facility; Sun
(ii)	A description of the buildings, structures and equipment comprising the generating facility and the manner of its operation	Ground mounted facility located on approximately 15 acres. Modules will be mounted on a fixed tilt configuration, tilted at 25 degrees. Sunlight generates DC power that is conducted to the inverters for conversion to usable AC power to be transferred to Energy United. 26 JA Solar modules (JAM72-D30-550-MB); 250 kWAC string inverters (Sungrow SG250-HX)

(iii)	The gross and net projected maximum dependable capacity of the facility in megawatts – Alternating Current	2.0
	The facility's nameplate capacity in megawatts – Alternating Current	2.0
(iv)	The projected date on which the facility will come on line	8/31/2024
(v)	The applicant's general plan for sale of the electricity to be generated, including the name of utility to which the applicant plans to sell the electricity	Offtake Agreement with Energy United
(vi)	Any provisions for wheeling of the electricity, if applicable	NA
(vii)	Arrangements for firm, non-firm, or emergency generation, if applicable	NA
(viii)	The service life of the project	35 years
(ix)	The projected annual sales in kilowatt-hours	3,850,000
(x)	Whether the applicant intends to produce renewable energy certificates that are eligible for compliance with the State's renewable energy and energy efficiency portfolio standard ☒ Yes ☐ No	
(4)(i)	A complete list of all federal and state licenses, permits and exemptions required for construction and operation of the generating facility and a statement of whether each has been obtained or applied for	All required permits will be obtained. None are obtained at at this time.
(ii)	Attach a copy of those licenses, permits and exemptions that have been obtained; a copy of those that have not been obtained at the time of the application should be filed with the Commission as soon as they are obtained	
(5)	The expected cost of the proposed facility	\$ 3,250,000

(6) The following applicants shall complete this section with the information as described in R8-64(b)(6): 1) An applicant seeking to enter into a contract for the sale of electricity with a term of 5 years or more, and whose facility will have a projected generating capacity of 5 MW _{AC} or greater and is not a solar photovoltaic facility, and 2) An applicant seeking to enter into a contract for the sale of electricity with a term of 5 years or more, and whose facility is a solar photovoltaic facility with a generating capacity of 25 MW _{AC} or more.	
(i)a	A statement detailing the experience and expertise of the persons who will develop, design, construct, and operate the project to the extent such persons are known at the time of the application
b	Information specifically identifying the extent to which any regulated utility will be involved in the actual operation of the project
c	A statement obtained by the applicant from the electric utility to which the applicant plans to sell the electricity to be generated setting forth an assessment of the impact of such purchased power on the utility's capacity, reserves, generation mix, capacity expansion plan, and avoided costs
(ii)a	The most current available balance sheet of the applicant
b	The most current available income statement of the applicant
c	An economic feasibility study of the project
d	A statement of the actual financing arrangements entered into in connection with the project to the extent known at the time of the application
(iii)a	A detailed explanation of the anticipated kilowatt and kilowatt-hour outputs, on-peak and off-peak, for each month of the year. The explanation shall include a statement of the specific on-peak and off-peak hours underlying the applicant's quantification of anticipated kilowatt and kilowatt-hour outputs
b	A detailed explanation of all energy inputs and outputs, of whatever form, for the project, including the amount of energy and the form of energy to be sold to each purchaser
c	A detailed explanation of arrangements for fuel supply, including the length of time covered by the arrangements, to the extent known at the time of the application

Confidentiality

If an applicant considers certain of the required information above to be confidential and entitled to protection from public disclosure, it may designate said information as confidential and file it under seal. Documents marked as confidential will be treated pursuant to applicable Commission rules, procedures, and orders dealing with filings made under seal and with nondisclosure agreements.

Please read the "After You File" instructions on the last page of this document.

All applications shall be signed and verified (notarized) by the applicant or by an individual duly authorized to act on behalf of the applicant for the purpose of the application. A blank verification page is attached below:

VERIFICATION

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG



Signature of Owner's Representative or Agent

SVP DEVELOPMENT

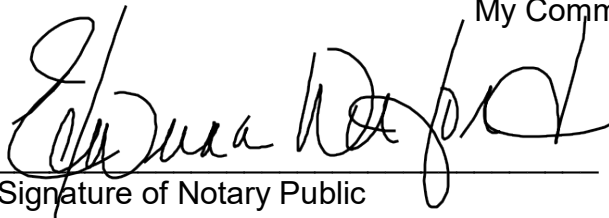
Title of Representative or Agent

TIM W. HOLDER

Typed or Printed Name of Representative or Agent

The above named person personally appeared before me this day and, being first duly sworn, says that the facts stated in the foregoing application and any exhibits, documents, and statements thereto attached are true as he or she believes.

WITNESS my hand and notarial seal, this 2ND day of MAY, 2023.



Signature of Notary Public

My Commission Expires: 5/29/2023

EDWRINA AMANDA WILFORD

Name of Notary Public – Typed or Printed

EDWRINA AMANDA WILFORD
Electronic Notary Public
Cabarrus County
North Carolina
Commission Expires 5/29/2023

This original verification must be affixed to the original application, and a copy of this verification must be affixed to each of the copies that are also submitted to the Commission.

After You File

1. After you file an application for a CPCN, the Utilities Commission will automatically send a copy to the State Clearinghouse for a government agency review and will issue an Order Requiring Publication of Notice.
2. The State Clearinghouse will post the application on its website for a 30-day review by government agencies.
3. You must publish the Commission's Public Notice as required by the Order Requiring Publication of Notice.
4. You must send a copy of the application and the Commission's Public Notice to the interconnecting utility no later than the first date that publication begins in the newspaper. You must also file a notarized letter called a "certificate of service" that states you completed this requirement.
5. After the publication period, the publishing newspaper should send you a notarized affidavit of publication. You must file the affidavit of publication with the Chief Clerk of the Utilities Commission.
6. If a complaint is received within 10 days after the last date of the publication of the notice, the Commission will schedule a public hearing to determine whether a certificate should be awarded and will give reasonable notice of the time and place of the hearing to the applicant and to each complaining party and will require the applicant to publish notice of the hearing in the newspaper in which the notice of the application was published. If no complaint is received within the time specified, the Commission may, upon its own initiative, order and schedule a hearing to determine whether a certificate should be awarded and, if the Commission orders a hearing upon its own initiative, it will require notice of the hearing to be published by the applicant in the newspaper in which the notice of the application was published.

If no complaint is received within the time specified and the Commission does not order a hearing upon its own initiative, the Commission will enter an order issuing the certificate.

2400' to lacustrine
(feeding to Mountain
Island Lake)

Contour lines at 1'
(yellow) and 5' (red)

Approximate Topography of Interior Access Road vs. Adjacent Access Easement Path



15'-Wide Interior
Access Rd.

Existing Interior Lot
Easement

Separately Owned
Property Enclosed by
Parcel

10' Vegetative Buffer

20'-Wide Gravel
Driveway

Hardwood trees to
remain in this area

Access Gate
with Signage

Existing Covered
Stable/Storage
Structure

Jim Kidd Rd.

New GOAB for IX
(and proposed
conductor from
Utility)

Existing
3Φ Line

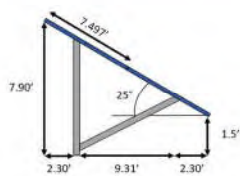
DANGER
HIGH
VOLTAGE

"High Voltage"
Signage every 50'
along fenceline

Module/Racking
Cross-Sectional View (Cut Sheet)



2285mm x 1134mm x 35mm
7.497ft x 3.720ft x 0.115ft



Solar Facility Data File:

Facility Address: 5824 Jim Kidd Rd, Huntersville, NC, 28078

Zoning District: CA-4

Facility Acreage: 10.7 Acres

Grading Plan: No Foreseen Grading

General notes:

Coordinates: 35°23'27.7"N & 80°56'39.7"W
Sun Angle / Date: 31.19° / 12/21/2022
Shadow Angle Plant: 21.6°
Nominal DC-Power: 2517.00 kW_p
Nominal AC-Power: 2000.00 kW_{ac}
Module: 4576 x JAM72D30-550/MB (o.s.)
Inverter: 8 x SunGrow SG-250-HX-US (o.s.)

Construction:

Table: Schletter Fixed Tilt (o.s.)
Table Type: 2V x 26 & 2V x 13 Fixed Tilt
Amount: 85 pcs. & 6 pcs.
Azimuth / Tilt: 180° / 25°
Distance between modules on a table: 0.787 in. (ver. & hor.)
Distance between tables in a row: 0.656 ft.
Distance between rows in a field: 015.00 ft.

Electrical Concept:

Maximum System Voltage DC: 1500V
String length: 26 Modules
Strings per Inverter: 22 Strings
DC/AC Ratio total: 1.24 at cos(φ)=1

Legend:

Parcel Boundary
Facility Boundary Fence
Facility Gate
Facility Signage
Facility Access/Maintenance Road
Existing Easement
Module Table 2V x 13
Module Table 2V x 26

McDowell Creek WWTP Solar
- NC -

Layout C-05

Date	Version	Changes	Initials
05/01/2023	C-05	Slight modification to fenceline at request of client	WPH
03/01/2023	C-04	Updated details after SUP meeting with town	WPH
02/14/2023	C-03	Updated to bifacial modules & added construction details	WPH
11/16/2022	C-02	Updated to different modules and better shading analysis	WPH
11/09/2022	C-01	Maximum configuration according to given areas	WPH

hep there is no
planet b.

hep Petra Development LLC
11330 Vanstory Dr, Huntersville, NC 28078
www.hep.global

PVsyst - Simulation report

Grid-Connected System

Project: Charlotte Water Solar

Variant: Electrical Concept C-03_new area

Tables on a building

System power: 2517 kWp

Charlotte Water - United States

William Heidtmann

Hep Energy GmbH (Germany)

11330 Vanstory Dr

Huntersville, NC / 28078

United States

w.heidtmann@hep.global





Project: Charlotte Water Solar

Variant: Electrical Concept C-03_new area

PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Hep Energy GmbH (Germany)

Project summary

Geographical Site

Charlotte Water

United States

Situation

Latitude 35.39 °N
Longitude -80.94 °W
Altitude 229 m
Time zone UTC-5

Project settings

Albedo 0.20

Meteo data

Charlotte Water
hep_synth. - Synthetic

System summary

Grid-Connected System

PV Field Orientation

Fixed plane
Tilt/Azimuth 25 / 0 °

Tables on a building

Near Shadings

According to strings
Electrical effect 80 %

User's needs

Unlimited load (grid)

System information

PV Array

Nb. of modules 4576 units
Pnom total 2517 kWp

Inverters

Nb. of units 8 units
Pnom total 2000 kWac
Pnom ratio 1.258

Results summary

Produced Energy 3810.03 MWh/year Specific production 1514 kWh/kWp/year Perf. Ratio PR 81.24 %

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Near shading definition - Iso-shadings diagram	6
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Project: Charlotte Water Solar

Variant: Electrical Concept C-03_new area

PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Hep Energy GmbH (Germany)

General parameters

Grid-Connected System

PV Field Orientation

Orientation

Fixed plane
Tilt/Azimuth 25 / 0 °

Horizon

Average Height 1.9 °

Bifacial system

Model 2D Calculation
unlimited sheds

Bifacial model geometry

Sheds spacing 8.73 m
Sheds width 4.59 m
Limit profile angle 23.0 °
GCR 52.6 %
Height above ground 1.50 m

Tables on a building

Sheds configuration

Nb. of sheds 93 units

Sizes

Sheds spacing 8.73 m
Collector width 4.59 m
Ground Cov. Ratio (GCR) 52.6 %

Shading limit angle

Limit profile angle 23.0 °

Near Shadings

According to strings
Electrical effect 80 %

Models used

Transposition Perez
Diffuse Perez, Meteonorm
Circumsolar separate

User's needs

Unlimited load (grid)

Monthly ground albedo values

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year
0.13	0.13	0.13	0.15	0.16	0.16	0.16	0.15	0.14	0.14	0.14	0.13	0.14

PV Array Characteristics

PV module

Manufacturer JA Solar
Model JAM72-D30-550-MB

(Original PVsyst database)

Unit Nom. Power 550 Wp
Number of PV modules 4576 units
Nominal (STC) 2517 kWp
Modules 176 Strings x 26 In series

At operating cond. (50°C)

Pmpp 2310 kWp
U mpp 989 V
I mpp 2337 A

Total PV power

Nominal (STC) 2517 kWp
Total 4576 modules
Module area 11821 m²

Inverter

Manufacturer Sungrow
Model SG250-HX

(Original PVsyst database)

Unit Nom. Power 250 kWac
Number of inverters 8 units
Total power 2000 kWac
Operating voltage 500-1450 V
Pnom ratio (DC:AC) 1.26
Power sharing within this inverter

Total inverter power

Total power 2000 kWac
Number of inverters 8 units
Pnom ratio 1.26



Project: Charlotte Water Solar
Variant: Electrical Concept C-03_new area

PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Hep Energy GmbH (Germany)

Array losses

Array Soiling Losses

Average loss Fraction 1.2 %

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
1.9%	1.5%	1.2%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.3%

Thermal Loss factor

Module temperature according to irradiance
Uc (const) 25.0 W/m²K
Uv (wind) 1.2 W/m²K/m/s

DC wiring losses

Global array res. 7.0 mΩ
Loss Fraction 1.5 % at STC

LID - Light Induced Degradation

Loss Fraction 1.5 %

Module Quality Loss

Loss Fraction -0.8 %

Module mismatch losses

Loss Fraction 1.0 % at MPP

Strings Mismatch loss

Loss Fraction 0.1 %

IAM loss factor

Incidence effect (IAM): User defined profile

0°	30°	50°	65°	70°	75°	80°	85°	90°
1.000	1.000	0.989	0.945	0.890	0.821	0.681	0.439	0.000

AC wiring losses

Inv. output line up to MV transfo

Inverter voltage 800 Vac tri
Loss Fraction 1.50 % at STC

Inverter: SG250-HX

Wire section (8 Inv.) Copper 8 x 3 x 95 mm²
Average wires length 156 m

MV line up to Injection

MV Voltage 20 kV
Wires Copper 3 x 16 mm²
Length 1366 m
Loss Fraction 1.00 % at STC

AC losses in transformers

MV transfo

Medium voltage 20 kV

Transformer parameters

Nominal power at STC 2.49 MVA
Iron Loss (24/24 Connexion) 2.44 kVA
Iron loss fraction 0.10 % at STC
Copper loss 24.92 kVA
Copper loss fraction 1.00 % at STC
Coils equivalent resistance 3 x 2.57 mΩ



Project: Charlotte Water Solar
Variant: Electrical Concept C-03_new area

PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Hep Energy GmbH (Germany)

Horizon definition

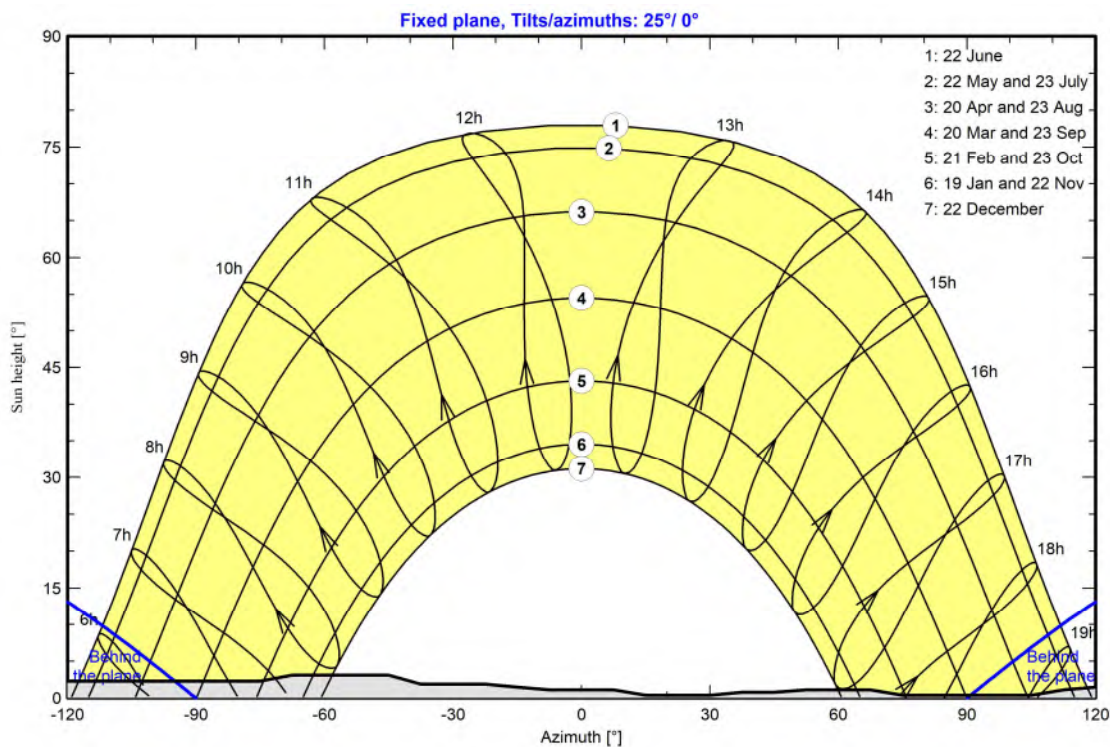
Horizon from PVGIS website API, Lat=35°23'29", Long=-80°56'41", Alt=229m

Average Height	1.9 °	Albedo Factor	0.93
Diffuse Factor	0.99	Albedo Fraction	100 %

Horizon profile

Azimuth [°]	-180	-143	-135	-75	-68	-45	-38	-23	-15	-8	8	15
Height [°]	3.1	3.1	2.3	2.3	3.1	3.1	1.9	1.9	1.5	1.1	1.1	0.4
Azimuth [°]	30	38	45	53	68	75	105	113	120	135	143	180
Height [°]	0.4	0.8	0.8	1.1	1.1	0.4	0.4	1.1	1.5	1.5	3.1	3.1

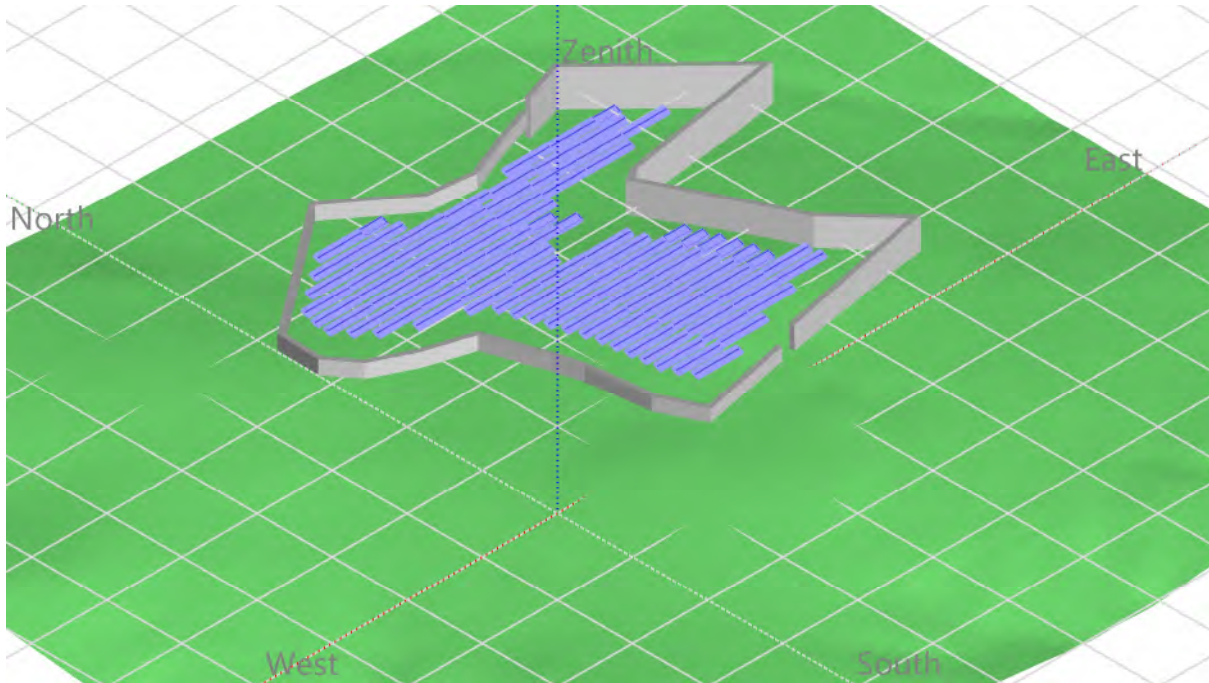
Sun Paths (Height / Azimuth diagram)





Near shadings parameter

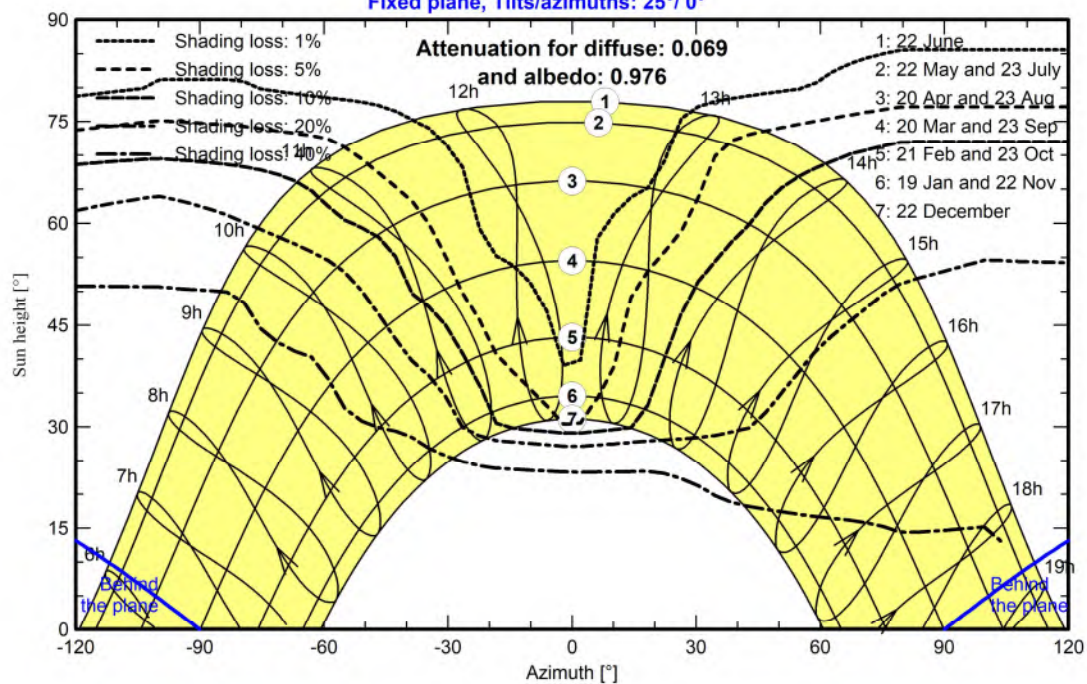
Perspective of the PV-field and surrounding shading scene



Iso-shadings diagram

Orientation #1

Fixed plane, Tilts/azimuths: 25°/ 0°





Project: Charlotte Water Solar

Variant: Electrical Concept C-03_new area

PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Hep Energy GmbH (Germany)

Main results

System Production

Produced Energy 3810.03 MWh/year

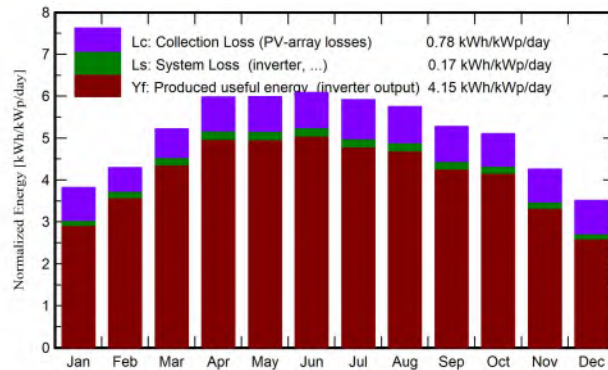
Specific production

1514 kWh/kWp/year

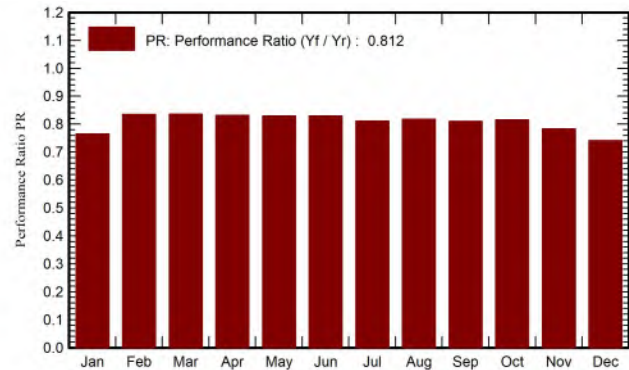
Perf. Ratio PR

81.24 %

Normalized productions (per installed kWp)



Performance Ratio PR



Balances and main results

	GlobHor kWh/m ²	DiffHor kWh/m ²	T_Amb °C	GlobInc kWh/m ²	GlobEff kWh/m ²	EArray MWh	E_Grid MWh	PR ratio
January	78.1	27.74	4.28	118.5	107.4	237.6	228.0	0.764
February	91.2	35.68	5.66	120.3	112.8	263.7	252.7	0.834
March	135.6	52.38	10.50	161.8	152.6	354.6	340.6	0.836
April	168.2	62.02	15.26	179.5	169.8	391.2	375.7	0.832
May	189.1	77.06	20.18	185.6	174.7	403.6	387.7	0.830
June	191.9	80.42	24.42	182.6	171.7	397.0	381.5	0.830
July	190.2	82.98	25.94	183.4	172.2	389.7	374.3	0.811
August	172.2	76.20	25.18	178.3	168.2	381.9	366.9	0.818
September	139.5	55.52	21.74	158.3	149.5	336.1	322.7	0.810
October	121.8	38.82	16.10	158.4	149.5	338.3	325.0	0.815
November	87.7	29.24	10.28	127.8	118.5	263.0	251.9	0.783
December	70.7	26.54	6.38	108.8	97.6	212.4	203.1	0.742
Year	1636.2	644.60	15.55	1863.3	1744.3	3969.1	3810.0	0.812

Legends

GlobHor Global horizontal irradiation

DiffHor Horizontal diffuse irradiation

T_Amb Ambient Temperature

GlobInc Global incident in coll. plane

GlobEff Effective Global, corr. for IAM and shadings

EArray Effective energy at the output of the array

E_Grid Energy injected into grid

PR Performance Ratio



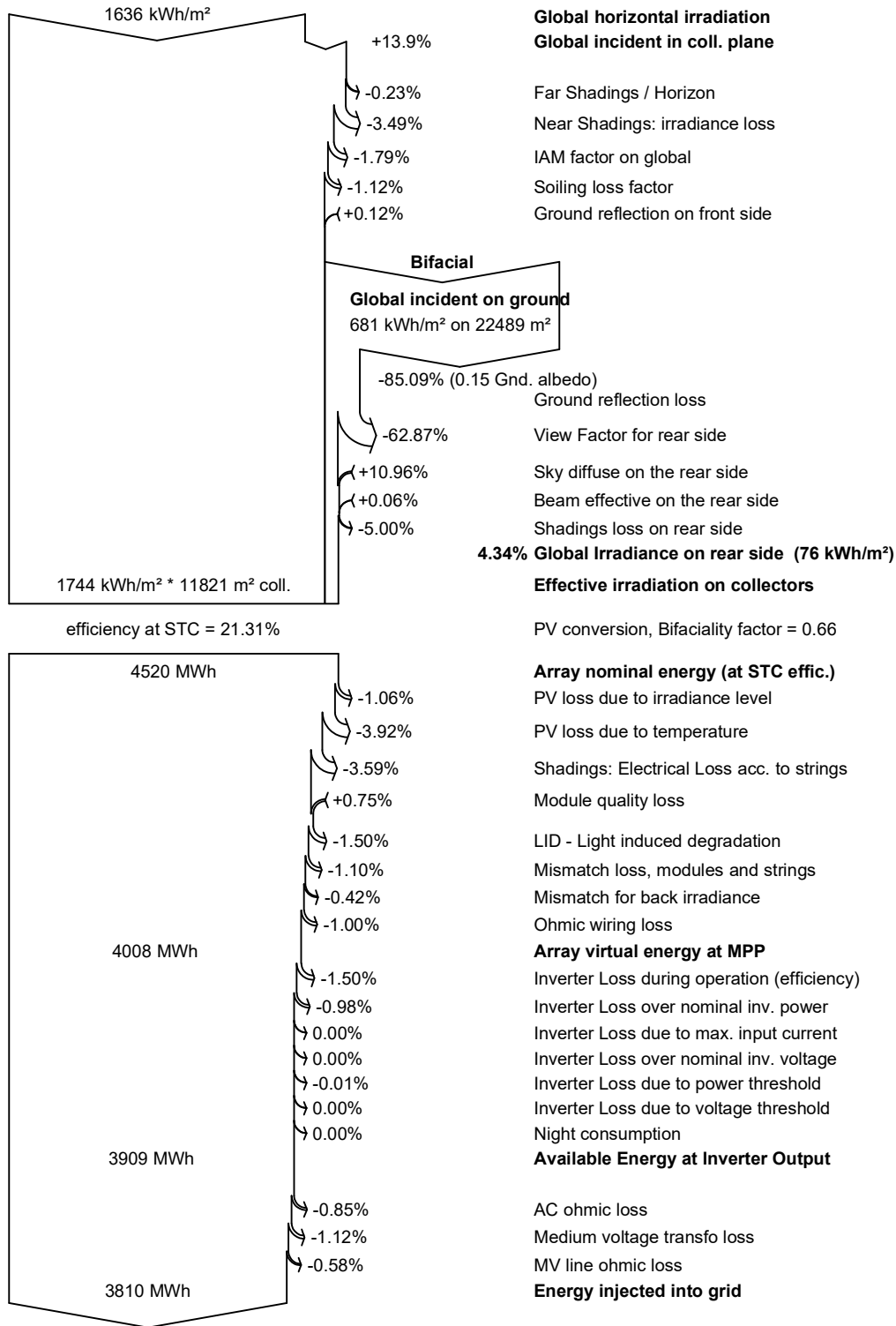
Project: Charlotte Water Solar
Variant: Electrical Concept C-03_new area

PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Hep Energy GmbH (Germany)

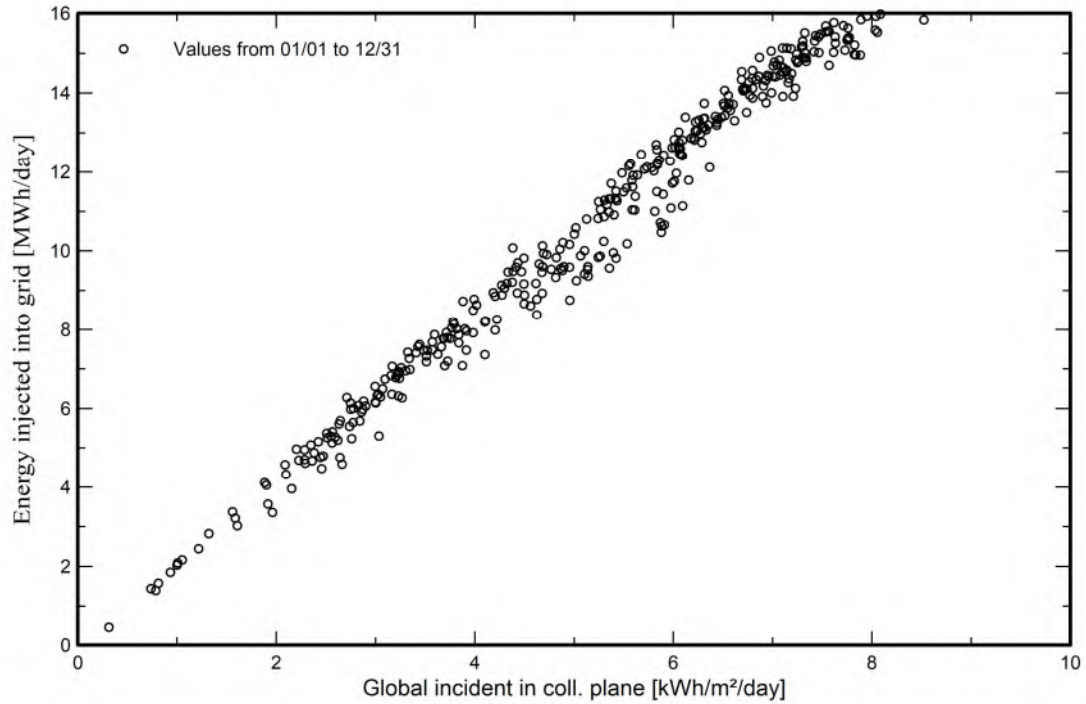
Loss diagram



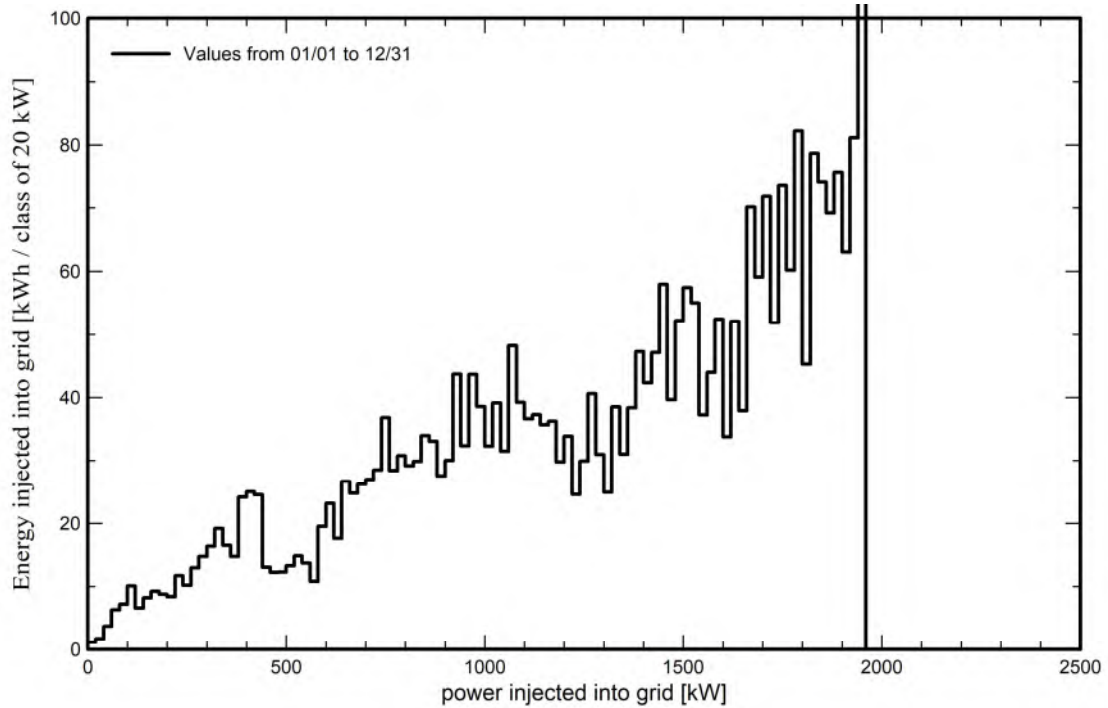


Predef. graphs

Daily Input/Output diagram



System Output Power Distribution

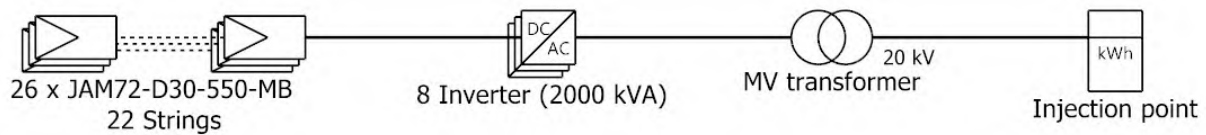




PVsyst V7.3.4

VC2, Simulation date:
04/24/23 13:01
with v7.3.4

Single-line diagram



PV module	JAM72-D30-550-MB
Inverter	SG250-HX
String	26 x JAM72-D30-550-MB

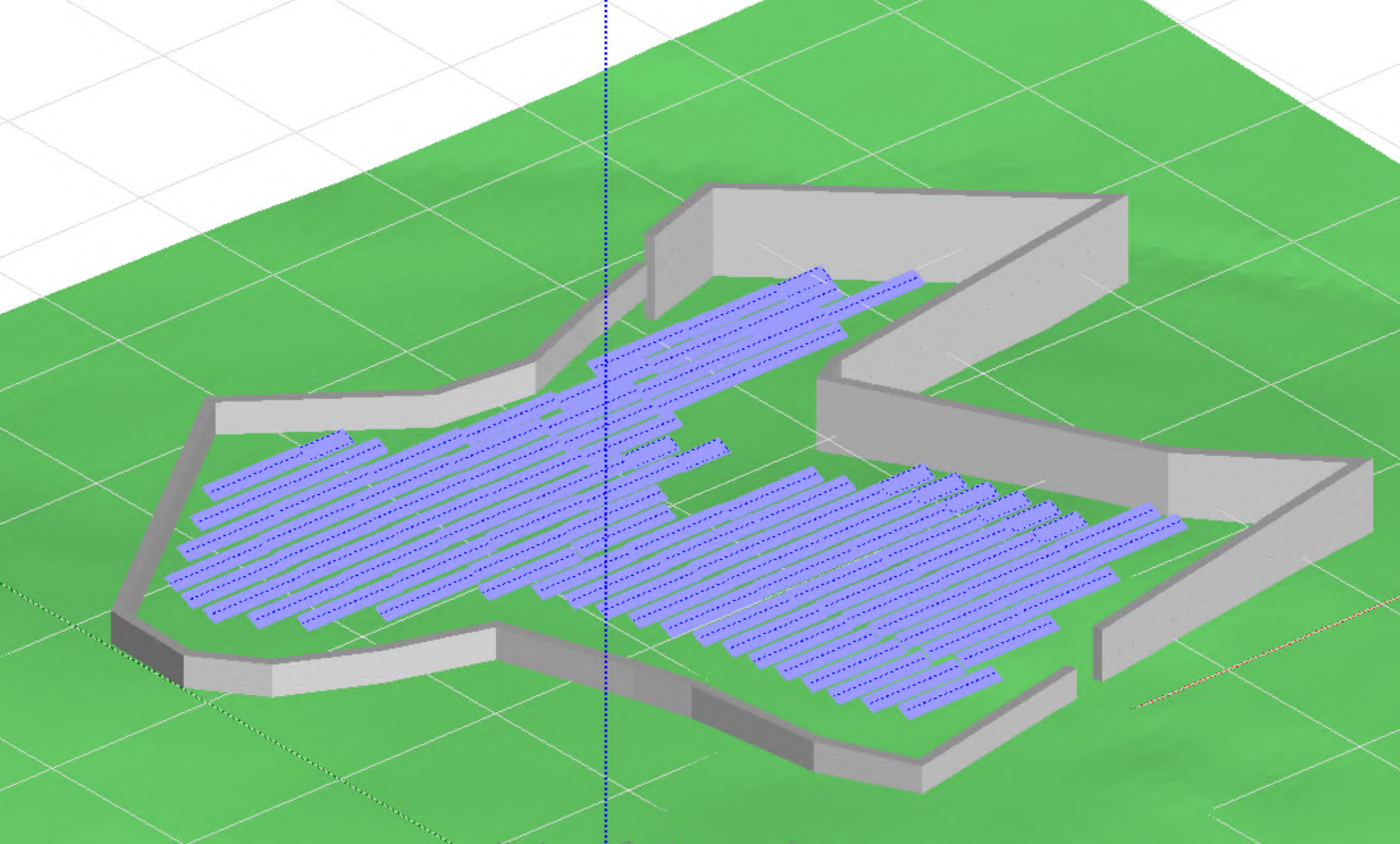
Charlotte Water Solar

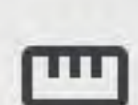
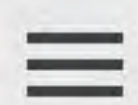
Hep Energy GmbH
(Germany)

VC2 : Electrical Concept C-03_new are
a

04/24/23

Aerial Photos





3D



×

Measure

- ☰
- 🔍
- 🚫
- 🗺️
- 📏
- 📄
- 📶



NATURE

35°23'20"N 80°56'33"W

- 📍
- 👤
- 3D
- 📶

Dropped Pin

35°23'20"N 80°56'33"W · 732 ft Imagery date: Not available

Measure





- Menu icon
- Search icon
- Layers icon
- Measure icon
- Link icon
- Share icon



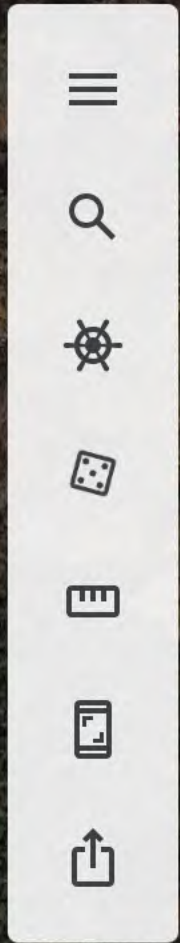
- Navigation arrow icon
- Person icon
- 3D icon
- Compass icon

Dropped Pin

35°23'20"N 80°56'33"W · 732 ft Imagery date: Not available

Measure





PROPOSED SITE



35°23'20"N 80°56'33"W



Dropped Pin

35°23'20"N 80°56'33"W · 732 ft Imagery date: Not available

 Measure

Example of Warning Signs, Fixed Tilt and Fencing of a Completed Solar Facility

(See Attachments)









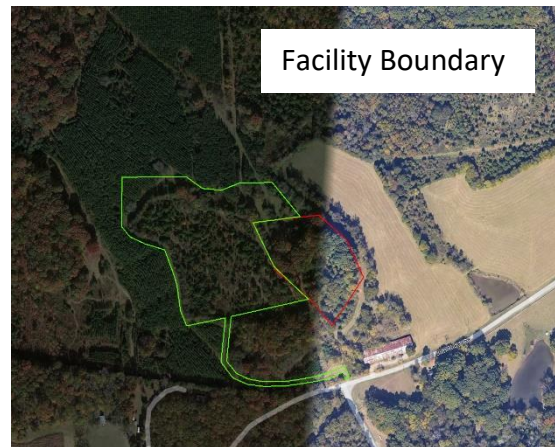
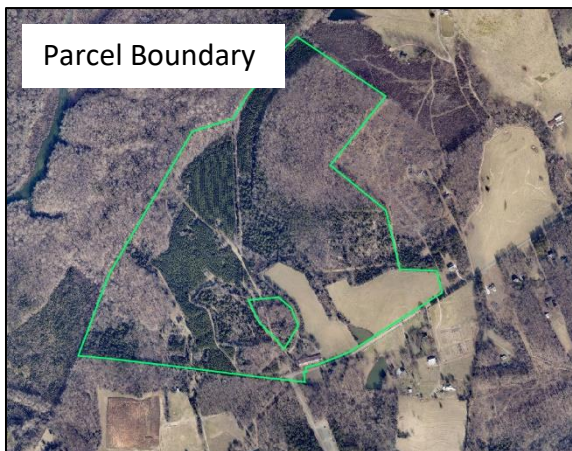
McDowell Creek WWTP Solar Project

hep Petra Proposed Solar Facility at
5824 Jim Kidd Rd, Huntersville, NC, 28078
Utility: Energy United

The below documentation provides project details not included in the attached site plan. Items below correspond to their specified denotations in the attached Special Use Permit Checklist.

Item 1: "A boundary survey and vicinity map showing the property's total acreage, zoning classification(s), general location in relation to major streets, railroads, and/or waterways, date, and north arrow."

- Vicinity of Site is shown on attached site plan. The 194.4-acre parcel boundary extends far beyond the 10.7-acre facility boundary. See attached site plan and graphics for details.



- Site can be accessed from Jim Kidd Rd., a secondary NCDOT State Maintained Route.
- Site is approximately 2400' from lacustrine on the Mecklenburg/Gaston county border, which feeds into Mountain Island Lake to the south.
- There are no nearby railroads.

Item 2: "Existing topography and the general nature of the proposed topography at four-foot contour intervals or less."

- Topography contour lines are shown on drawings, superimposed on the background image in yellow (1') and red (5').

Item 3: "All existing easements, reservations, rights-of-way, and any other restrictions on the use of the land."

- Existing Interior Lot Easement is located along the western edge of the facility boundary. See attached plan map for more details.

Item 4: "Number and general location of proposed structures."

- There is 1 existing structure contained within the parcel boundary, but not within the facility boundary. Proposed structures include the Facility Boundary Fenceline, at a height of 7', and equipment (inverters/transformers) with approximate height of 8'. See attached site plan.

Item 5: *“Proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development.”*

- Land within the proposed facility boundary on attached site plan is solely for the construction, operation, and maintenance of solar production and interconnection. The structure mentioned above is a covered stable, converted for storage of farm tools and equipment, and is approximately 18,500 square feet. See site plan for more details.

Item 6: *“All yards, buffers, screening, and landscaping required by these regulations.”*

- Proposed landscaping includes removal of all trees/shrubs within facility boundary indicated on attached site plan.

Item 7: *“Any proposed screening, buffers, and landscaping over and above that required by these regulations, as well as proposed treatment of any existing natural features.”*

- Not applicable. See Item 6 and attached site plan for landscaping details.

Item 8: *“All existing and proposed points of access to public streets; the location of proposed new streets.”*

- Proposed access point is a gate located at the southeastern end of the facility near the proposed interconnection location. A 20'-wide gravel access road for construction and maintenance will be located starting at the gate and follow a cleared area around the southwest side of the facility boundary to the fenceline, at which point it becomes a 15'-wide interior gravel access road. See attached site plan for details.

Item 9: *“Delineation of areas within the regulatory flood plain as shown on the Official Floodway Maps for Mecklenburg County.”*

- Not applicable. None of the proposed development area is within the regulatory floodplain for Mecklenburg county based on the Official County Floodway maps at the following URL: <https://meckmap.mecklenburgcountync.gov/3dfz/#matid=156156&taxpid=01305102&groundpid=01305102>

Item 10: *“Proposed number and location of signs.”*

- Proposed signage includes a company sign denoting the location attached the gate at the entrance to the facility, and “High Voltage” signs on the fence at 50' intervals around the perimeter. See attached site plan for details.

Item 11: *“Proposed phasing, if any, and approximate completion time for the project.”*

- Intent is for a single-phase project through development and construction. Construction expected to begin in Q3 of 2024.

Item 12: *“The location of existing and proposed storm drainage patterns and facilities intended to serve the proposed development, for evaluation by the town’s consulting engineer.”*

- Based on existing topography, water drainage aggregation is expected to take place in the forested area along the eastern edge of the facility boundary. SWPPP Plan to be compiled at a later point in project development.

Item 13: *“Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed.”*

- Not applicable. No parking or traffic alteration are proposed beyond the access road described in Item 8. See attached site plan for details.

Item 14: *“A listing of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible.”*

- Northwestern Parcel: 01316103 (City of Charlotte; 600 E 4th St, Charlotte NC, 28202)
- Northeastern Parcel: 01309107 (Anthony/Sadie Kidd; 5900 Stephens Rd, Huntersville NC, 28078)
- Eastern Parcel: 01305104 (Harriet Kidd McKenzie; 5840 Jim Kidd Rd, Huntersville NC, 28078)
- Southeastern Parcels: 01320103 (Daniel E Austin; 5730 Jim Kidd Rd, Huntersville NC, 28203)
01320104 (Mary Alexander; 5720 Jim Kidd Rd, Huntersville NC, 28078)
01320105 (Donna Long; 5632 Jim Kidd Rd, Huntersville NC, 28078)
01320106 (Daniel E Austin; 5730 Jim Kidd Rd, Huntersville NC, 28203)
01320107 (Nellie Austin; 7980 Worth Wy, Denver NC, 28078)
- Southern Parcels: 01323105 (City of Charlotte; 600 E 4th St, Charlotte NC, 28202)
01323103 (Mecklenburg County; 600 E 4th St, Charlotte NC, 28202)
01323102 (Mecklenburg County; 600 E 4th St, Charlotte NC, 28202)
01323101 (Mecklenburg County; 600 E 4th St, Charlotte NC, 28202)
- Western Parcel: 01304226 (Mecklenburg County; 600 E 4th St, Charlotte NC, 28202)
- Self-Contained Parcel: 01305105 (Daniel Austin; 5730 Jim Kidd Rd, Huntersville NC, 28203)

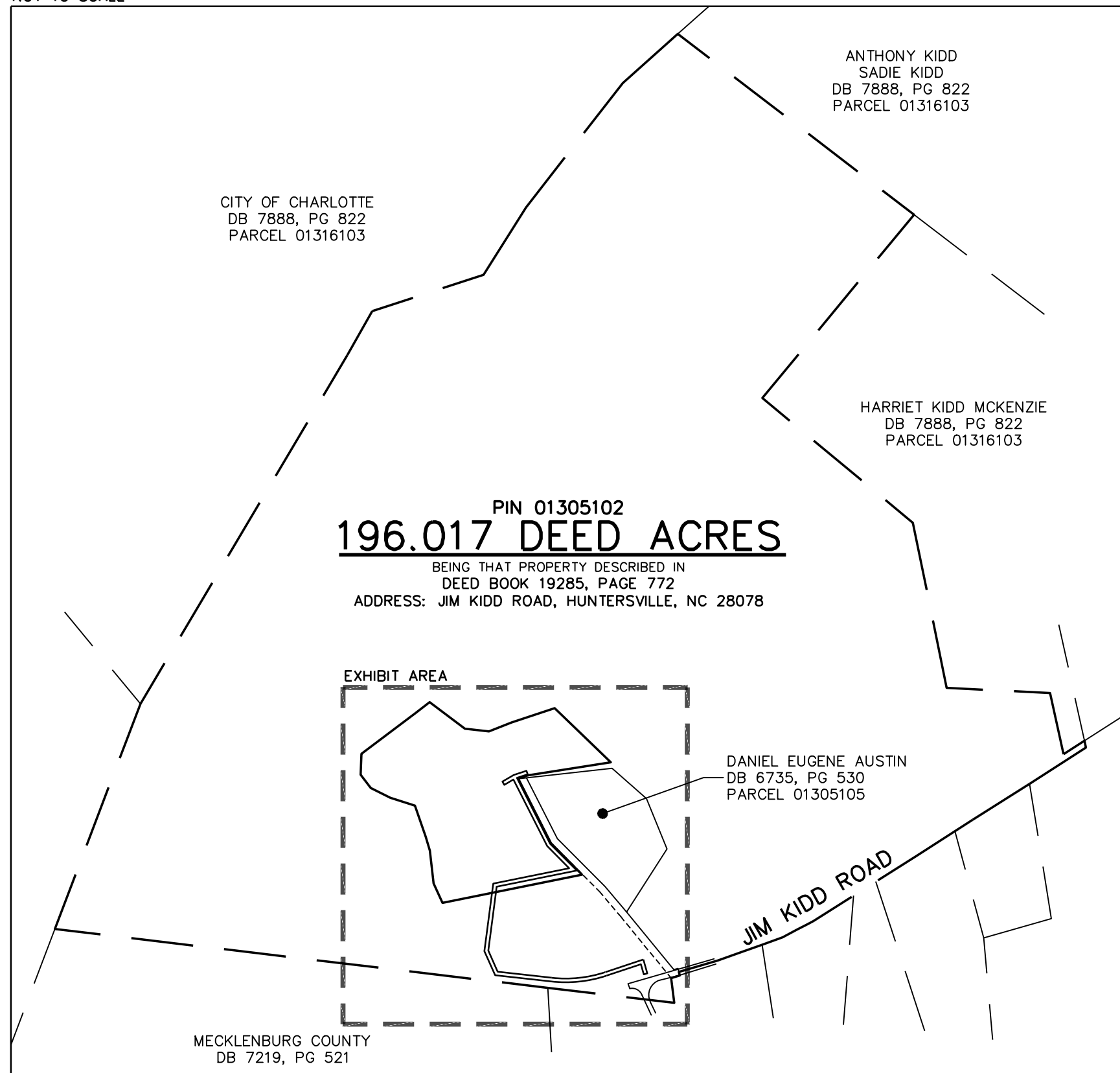
GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW CERTAIN TREES WITHIN THE "FUTURE LEASE AREA" AS SHOWN HEREON. NO BOUNDARY WORK WAS PERFORMED.
2. ALL DISTANCES SHOWN ARE HORIZONTAL MEASUREMENTS.
3. SEE DATUM DESCRIPTION NOTE FOR NCGS TIE INFORMATION.
4. THIS MAP IS NOT PREPARED FOR RECORDATION AS PER G.S. 47-30.
5. UNDERGROUND UTILITIES WERE NOT MARKED OR LOCATED AS PART OF THIS SURVEY. UNDERGROUND UTILITIES NOT SHOWN MAY EXIST.

LEGEND

⊙	FOUND PROPERTY MARKER	-----	FUTURE LEASE AREA
⊙	FOUND PROPERTY MARKER	-----	PROPERTY LINES PER DEED (NOT SURVEYED)
△	COMPUTED POINT (NOT SET)	-----	APPARENT RIGHT OF WAY LINES (NOT SURVEYED)
◆	SET OPS GRID TIE	-----	TIE LINE
DB	DEED BOOK	-----	EASEMENT AS NOTED
PB	PLAT BOOK		
PG	PAGE		
R/W	RIGHT OF WAY		
G.S.	GENERAL STATUTE		
SR	STATE ROAD		
(TYP)	TYPICAL		
CONC.	CONCRETE		
NC	NORTH CAROLINA		
RTK	REAL-TIME KINEMATICS		
VRS	VIRTUAL REFERENCE STATION		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY		
NAVD	NORTH AMERICAN VERTICAL DATUM		
GIS	GEOGRAPHICAL INFORMATION SYSTEM		
NCGS	NORTH CAROLINA GEODETIC SURVEY		
ADA	AMERICANS WITH DISABILITIES ACT		
PIN	PARCEL IDENTIFICATION NUMBER		
ALTA	AMERICAN LAND TITLE ASSOCIATION		
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS		
CORS	CONTINUOUSLY OPERATING REFERENCE STATION		
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988		
NAD83	NORTH AMERICAN DATUM OF 1983		

OVERALL PARCEL BOUNDARY - PER DEED
NOT TO SCALE



DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON STATE PLANE COORDINATES ESTABLISHED BY DEWBERRY GPS #102 HAVING NAD83(2011) STATE PLANE COORDINATES OF:
NORTHING: 602,207.13'
EASTING: 1,421,115.18'
ELEVATION: 732.36'

THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS: 0.999845286

VERTICAL DATUM: NAVD88
ALL LINEAR DIMENSIONS SHOWN HEREON ARE LOCALIZED HORIZONTAL DISTANCES.

NOTE: PROPERTY CORNERS SHOWN CIRCLED WERE LOCATED BY ACTUAL FIELD SURVEY. BEARINGS ARE BASED ON N.C. STATE GRID NORTH. THIS MAP WAS PREPARED FOR THE PURPOSE OF RIGHT-OF-WAY AND/OR EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN. THIS MAP WAS PREPARED UNDER MY SUPERVISION.

GAVIN D. PROFFIT

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES

NC PLS L-5298



GPS CERTIFICATION

I, GAVIN D. PROFFIT, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: CLASS A
- (2) POSITIONAL ACCURACY: <0.100'
- (3) TYPE OF GPS FIELD PROCEDURE: RTK
- (4) DATES OF SURVEY: 2023-03-16
- (5) DATUM/EPOCH: NAD 83(2011)
- (6) PUBLISHED/FIXED-CONTROL USED: VRS
- (7) GEOD MODEL: GEOD18
- (8) COMBINED GRID FACTOR(S) AT SET GRID TIE: 0.999845286
- (9) UNITS: METERS CONVERTED TO US SURVEY FEET.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 30TH DAY OF MARCH, A.D., 2023

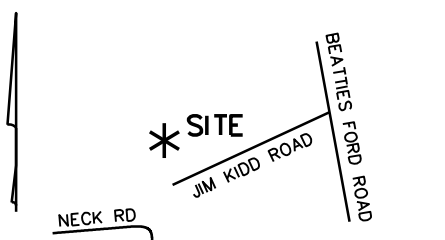
GAVIN D. PROFFIT, PROFESSIONAL LAND SURVEYOR L-5298



Dewberry
Engineers Inc.
LICENSE # F-0929

9300 HARRIS CORNERS PARKWAY
SUITE 220
CHARLOTTE, NC 28269-3797
PHONE: (704) 509-9918
FAX: (704) 509-9937

VICINITY MAP



CURRENT OWNER

CITY OF CHARLOTTE

600 EAST FOURTH STREET
CHARLOTTE, NC 28202

HEP Petra Development, LLC

SCALE: 1" = 60'

DATE: MARCH 30, 2023

DRAWN BY: FAS

CHECKED BY: GDP

JOB NUMBER: 50163108

GRAPHIC

LOCATED IN TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

SCALE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	518.32'	224.44'	222.69'	S 84°02'27" W	24°48'34"
C2	503.32'	217.94'	216.24'	N 84°02'27" E	24°48'34"

LINE	BEARING	DISTANCE
L1	N 16°06'44" W	41.95'
L2	S 71°38'10" W	145.52'
L3	N 83°33'16" W	227.47'
L4	N 24°16'00" W	105.44'
L5	N 07°26'09" E	236.75'
L6	S 07°26'09" W	237.63'
L7	S 24°16'00" E	92.65'
L8	S 83°33'16" E	218.94'
L9	N 71°38'10" E	161.12'
L10	S 16°06'44" E	157.55'
L11	S 73°53'16" W	15.00'
L12	N 07°26'09" E	37.19'
L13	N 78°32'59" E	511.84'
L14	N 44°53'58" W	126.01'
L15	N 26°50'45" W	299.62'
L16	S 59°32'43" W	42.75'
L17	N 30°27'17" W	15.00'
L18	N 59°32'43" E	52.81'
L19	N 71°49'20" E	53.81'
L20	S 18°10'40" E	15.00'
L21	S 71°49'20" W	45.55'
L22	S 26°50'45" E	296.77'
L23	S 44°53'58" E	151.51'
L24	S 78°32'59" W	1329.00'
L25	S 07°26'09" W	21.33'

TREE SUMMARY WITHIN FUTURE LEASE AREA		
NUMBER	SIZE (INCHES)	TYPE
1	25	ASH
1	26	ASH
1	14	CHERRY
13	12	CHERRY
4	13	CHERRY
4	15	CHERRY
1	16	CHERRY
1	18	CHERRY
1	20	CHERRY
2	24	CHERRY
1	26	CHERRY
13	12	CEDAR
12	15	CEDAR
1	13	CEDAR
10	14	CEDAR
2	16	CEDAR
1	17	CEDAR
4	18	CEDAR
2	24	CEDAR
1	26	CEDAR
2	24	HACKBERRY
1	14	HOLLY
1	24	LOCUST
1	24	OAK
1	28	OAK
1	40	OAK
3	24	PINE
1	14	WALNUT
87 TOTAL SPECIFIED TREES WITHIN LEASE AREA		



**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Lauren Speight, Planner II

Date: May 15, 2023

Subject: Petition #TA22-11 Sign Regulations

EXPLAIN REQUEST:

Consider a decision 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:

Consider a decision on Petition #TA22-11

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. TA22-11 TB Staff Report 5.15.23
2. Attachment 1 - Application
3. Attachment 2 - Ordinance
4. Attachment 3 - Summary of Changes
5. Attachment 4 - Ex of Max Wall Sign Area
6. Attachment 5 - 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.

Section 9 of the proposed text amendment adds “Pick-up” and “Drive-Up” sign to the category of “Directional or Instructional Signs” that are sign permitted without a permit. The intention was that these signs are similar to Handicap Accessibility signs. The Town Board provided feedback during the Public Hearing that staff further research greater options for greater flexibility with “Pick-up” and “Drive-Up” signs.

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

After input from Town Commissioners during the Public Hearing, Staff recommends approval of the proposed text amendment with the exception of Section 9.

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 – Recommendation for Approval (Please see details on following page)

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 with the exception of Section 9. 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: S. Hensley made a Motion to recommend Approval of TA22-11 based on consistency with policy LU-8 of the Huntersville 2040 Community Plan, with the exception of section 9. 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 the sign being for identification purposes and not advertisement. C. Boyd seconded the motion. <u>Vote:</u> The motion passed unanimously (8-0).	APPROVAL: In considering the proposed amendment TA22-11, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA22-11, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)



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

☒ 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 *Kathleen Kielenz* Date 01/03/23
Title Planner I Email Knielenz@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: LM

**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

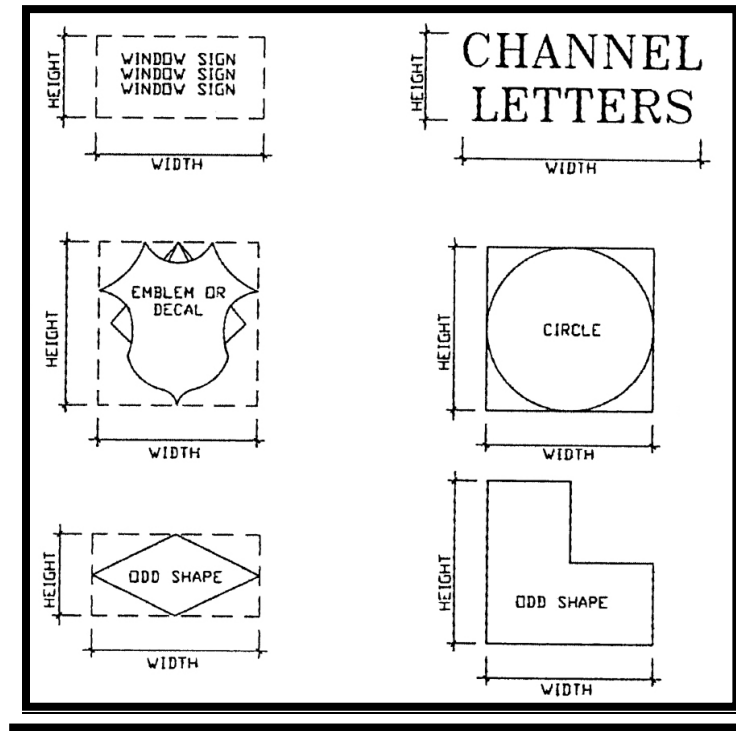
For purposes of this Article, zoning districts are classified as follows:

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
<u>Transit Oriented Development District- Employment (TOD-E)</u>	<u>Mixed Use</u>
<u>Transit Oriented Development District- Residential (TOD-R)</u>	<u>Commercial</u>
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

TA22-11 SIGNS

CIVIC BUILDINGS, <u>PARKS, AND GREENWAYS</u> IN ANY DISTRICT Wall Mounted Sign Primary Sign Max Area: 10% of <u>the area of</u> any wall face area-fronting a street or approved alternate frontage, up to a maximum of 128 square feet. Parking Lot Sign Max Area: <u>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.</u> 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 copy¹ 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, <u>TOD-R</u>) Wall Mounted Sign Primary Sign Max Area: 10% of <u>the area of</u> any wall face area-fronting a street or approved alternate frontage, up to a maximum of 128 square feet. Parking Lot Sign Max Area: <u>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.</u> 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 copy¹ 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 (HC², CB², SP, VS, <u>TOD-E</u>) Wall Mounted Sign Primary Sign Max Area: 10% of <u>the area of</u> 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 <u>feet- of floor area</u> 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: <u>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.</u> 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 copy¹ shall not exceed 25% of the allowable sign face area for either wall or ground mounted signs	<u>COMMERCIAL USE OR MIXED USE IN CERTAIN MIXED-USE BUILDINGS WHERE PERMITTED IN RESIDENTIAL DISTRICTS (NR, <u>TR, R,</u>)</u> Wall Mounted Sign 1 sign per business bay², 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. <u>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.</u> Ground Mounted Sign Maximum Number: 1 per building street front Maximum Area: 42 <u>16</u> 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 copy¹ 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 <u>FOR DEVELOPMENTS OF 5 ACRES OR MORE</u> 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 <u>32</u> square feet Maximum Height: 8 feet <u>Ground Mounted Sign limited to name and/or logo</u>

TA22-11 SIGNS

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
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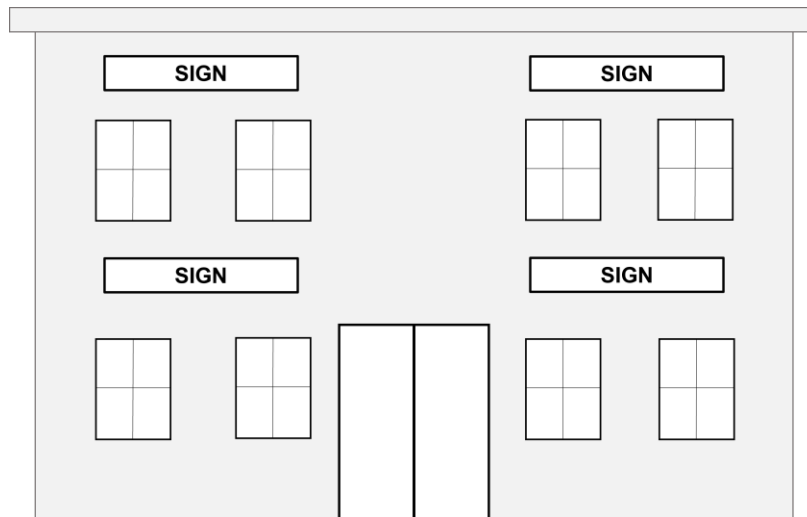
~~For buildings in all residential, mixed use and non-residential projects, 25% of the allowable wall mounted signage of one street fronting or approved alternate frontage wall face per individually constructed tenant space (up to 32 sq. ft.) may be transferred to one wall face that does not front a 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 Flexibility Option**. ~~Special Sign Districts require approval by the Board of Commissioners following review and recommendation by the Huntersville Planning Board.~~

10.11.1 Special Sign District Option

Special Sign Districts require approval by the Board of Commissioners following review and recommendation by the Huntersville Planning Board. ~~For~~ The purpose of **a Special Sign District is to** establishing, enhancing, preserving, and developing the character, quality, and property values of areas of unique character and special development potential, districts in which signs are regulated by special provisions may be established subject to the following conditions:

- .1 As a prerequisite to the establishment of such a special sign district, it must be determined that the modified rules established for said district shall:
 - a) Preserve and enhance the special character of the particular area; and
 - b) Not contravene the intent of this ordinance; and
 - c) Cause no disturbance to neighboring property lying outside the proposed district.
 - 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

TA22-11 SIGNS

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 Plan ~~program~~ **shall be submitted** that includes, **but is not limited to,** the following information in **a digital** ~~booklet format~~ **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~~proposed 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 ~~plot~~ 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~~ Drawings 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,

TA22-11 Changes to Zoning Ordinance Article 10

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 inquiries 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

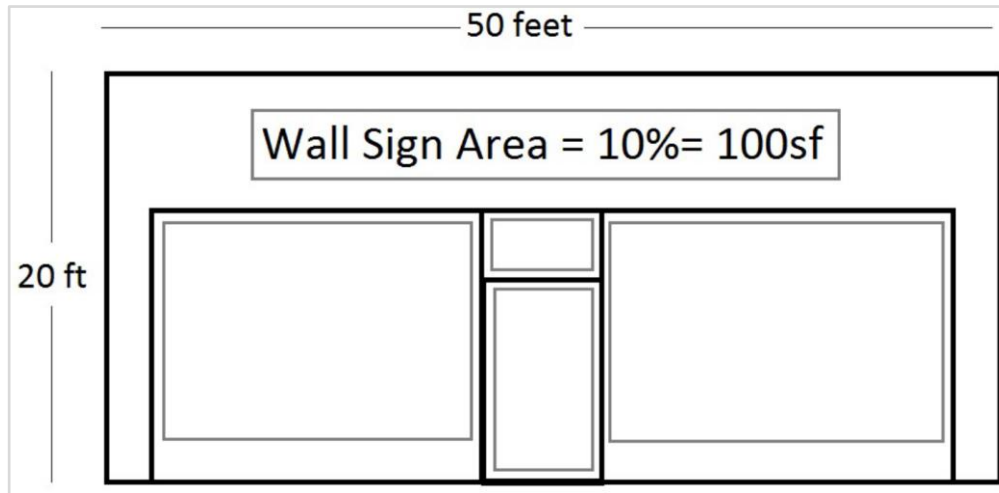
- i) Signs for customer pick up (curbside/drive up signs) are considered directional/instructional signs by our ordinance. These are permitted without a permit but still have size standards. We specified in the definition of directional/instructional signs that signs for customer pick up are considered 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

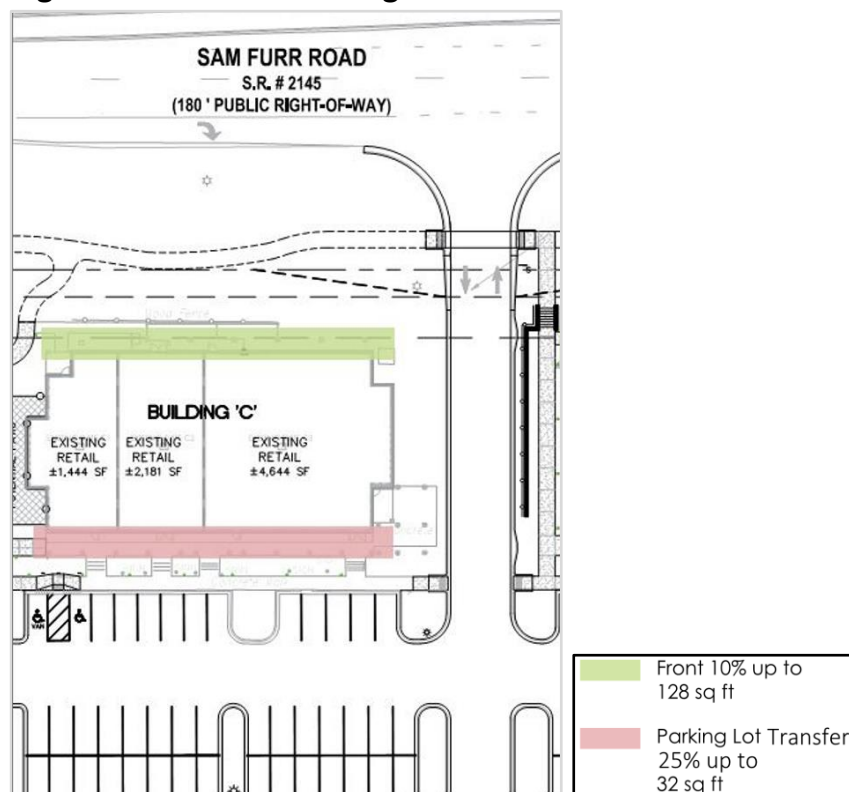
1. Using the graphic below as an example, find the area of the street-fronting wall.
 - a. $50' \times 20' = 1,000 \text{ SF}$
2. Multiply the area of the street-fronting wall by 10%. The resulting number is the maximum sign area for street-fronting signage.
 - a. $1,000 \text{ SF} \times 10\% = 100 \text{ SF}$



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. $100 \text{ SF} \times 25\% = 25 \text{ SF}$
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. $100 \text{ SF} - 25 \text{ SF} = 75 \text{ SF}$

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, February 2, 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
May 15, 2023**

To: Town Board

From: Lauren Speight, Planner II

Date: May 15, 2023

Subject: Petition #TA23-02

EXPLAIN REQUEST:

Consider a decision on Petition #TA23-02, 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.

ACTION RECOMMENDED:

Consider a decision on Petition #TA23-02

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. TA23-02 TB Staff Report 05.15.23 Final
2. 1. TA23-02 Application
3. 2. TA 23-02 TB 05.15.23 Ordinance
4. 3. 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 (Rezoning) 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) Ordinance

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

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.

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 - Recommendation for Approval (Please see details on following page)

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: C. Boyd made a Motion to recommend Approval of TA23-02 based on the amendment being consistent with policies LU 1.1 and T6.6 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. G. Baber seconded the motion. <u>Vote:</u> The motion passed unanimously (8-0).	APPROVAL: In considering the proposed amendment TA23-02, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA23-02, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....<i>(Explain)</i>



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

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

☒ 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

See Attached

Current Ordinance

See Attached

Proposed Text

Miscellaneous clarifications and revisions

Reason for Proposed Change

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. **Any** 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 than 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 than 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, February 2, 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
May 15, 2023**

To: Town Board

From: David Lucore, Electric System Manager

Date: May 15, 2023

Subject: Proposed FY24 Electric Rate Changes

EXPLAIN REQUEST:

Consider approving the proposed FY24 electric rate changes.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. HVL FY24 Electric Rate Change Summary
2. Huntersville Version 2 Proposed Electric Rate Schedule FY24 Mark Up 2023-04-25

Huntersville

FY24 Electric Rate Recommendations Summary

Residential Service, Schedules 1E, 5E No Change

Small Commercial Service, Schedule 3E, 3E3P, 3ETS No Change

Medium Commercial Service, Schedule 4E No Change

Medium Industrial, Schedule MI-OP No Change

Large Industrial Service, Schedule OP-3 FY23 FY24

Basic Charge \$300.00 \$357.54

Industrial On-Peak Rate, Schedule OP-4 FY23 FY24

Basic Charge \$300.00 \$1,053.63

	<u>Summer</u>	<u>Winter</u>	<u>Summer</u>	<u>Winter</u>
Maximum Demand (per kW)	\$5.40	\$5.40	\$5.82	\$5.82
OP Demand (per kW)	\$14.90	\$5.00	\$15.20	\$5.10
On Peak Energy (per kWh)	\$0.05814	\$0.05007	\$0.05962	\$0.05107
Off Peak Energy (per kWh)	\$0.04001	\$0.0346	\$0.04081	\$0.03529

Renewable Energy Portfolio Standards (REPS)

	<u>FY23</u>	<u>FY24</u>
Residential	\$0.85	\$0.84
Commercial	\$4.65	\$4.58
Industrial	\$47.92	\$47.20

Renewable Energy Credit Rate Rider (RECR-1)

On Peak Energy (per kWh)	\$0.0321	\$0.04041
Off Peak Energy (per kWh)	\$0.0110	\$0.01366

Town of Huntersville

Electric Rates And Electric Service Policy



RESIDENTIAL SERVICE – SCHEDULE 1E, 5E

rate schedule is available to all residential customers within the territory served by the Town. The obligations of the Town in regard to supplying electric service are dependent upon its securing and retaining all necessary rights-of-way, privileges and permits for the delivery of such service. The Town shall not be liable to any customer or applicant for electric service in the event it is delayed in, or is prevented from, furnishing the electric service by its failure to secure and retain such rights-of-way, privileges and permits.

APPLICABILITY. This rate schedule is applicable to all electric service exclusively for domestic purposes to individual (single-family) private residences, condominiums, mobile homes, individually metered apartment units and farm homes. This rate schedule is not applicable to businesses, licensed boarding or rooming houses, fraternity or sorority houses advertised as such, educational institutions or facilities, or apartment houses if served by a single meter. Standby or resale service is not permitted under this rate schedule.

CHARACTER OF SERVICE. Service under this rate schedule shall be alternating current, 60 Hertz, single phase, through one meter, at one delivery point, at the following approximate voltage:

Single Phase 120/240 volts

MONTHLY RATE

A. Basic Customer Charge	\$17.40
B. Energy Charge	
Summer (June-September) All Energy	\$0.11494 per kWh
Winter (October-May) All Energy	\$0.09961 per kWh

SALES TAX. Any applicable sales tax will be added to the monthly bill as determined above.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall apply to all service provided under this schedule.

MINIMUM CHARGE. The minimum monthly charge shall be the Basic Customer Charge.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

RENEWABLE ENERGY PORTFOLIO STANDARD: The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2021.

SMALL COMMERCIAL SERVICE – SCHEDULE 3E, 3E3P, 3ETS

is available only to commercial consumers for service supplied to an individual store or commercial establishment purchasing all of its power requirements from the Town and having a demand less than 100 kW within the last 12 consecutive months. Service will only be provided to facilities constructed in conformance with the Town's specifications. Power delivered under this schedule is not available for resale, breakdown, or parallel operation.

TYPE OF SERVICE. The Town will furnish 60-cycle service through one meter, at one delivery point, at one of the following voltages:

- Single Phase 120/240 or
- Three Phase 208/120 or 480/277 volts from a 4 wire Wye connected circuit. (Prospective consumers should ascertain the available type of service before purchasing equipment).

Motors in excess of 5 HP must be three-phase; however, all motors must be of a type approved by the Town and the Town may require devices to control the motor starting current. Customers receiving 3-phase service shall provide 3-phase protection. The Town will not be liable for single phasing of any installation.

MONTHLY RATE

A. Basic Customer Charge:	\$26.00
Three Phase Basic Customer Charge	\$36.35
B. Demand Charge:	
First 30 kW of Billing Demand per Month	No Charge
All Over 30 kW of Billing Demand per Month	\$5.52
C. Energy Charge:	
Summer (June- September)	
First 3,000 kWh	\$0.1277 per kWh
Over 3,000 kWh	\$0.084 per kWh
Winter (October-May)	
First 3,000 kWh	\$0.1277 per kWh
Over 3,000 kWh	\$0.0822 per kWh

SALES TAX. Current North Carolina utility sales tax shall be added to the above charges.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall apply to all service provided under this schedule.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

RENEWABLE ENERGY PORTFOLIO STANDARD. The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2021.

MEDIUM COMMERCIAL SERVICE – SCHEDULE 4E

is available only to commercial consumers for service supplied to an individual store or commercial establishment purchasing all of its power requirements from the Town and having a demand greater than 100 kW within the last 12 consecutive months. Service will only be provided to facilities constructed in conformance with the Town's specifications. Power delivered under this schedule is not available for resale, breakdown, or parallel operation.

TYPE OF SERVICE. The Town will furnish 60-cycle service through one meter, at one delivery point, at one of the following voltages:

- Single Phase 120/240 or
- Three Phase 208/120 or 480/277 volts from a 4 wire Wye connected circuit. (Prospective consumers should ascertain the available type of service before purchasing equipment).

Motors in excess of 5 HP must be three-phase; however, all motors must be of a type approved by the Town and the Town may require devices to control the motor starting current. Customers receiving 3-phase service shall provide 3-phase protection. The Town will not be liable for single phasing of any installation.

MONTHLY RATE

A. Basic Customer Charge:	\$140.68
B. Demand Charge: All kW	\$6.24
C. Energy Charge:	
Summer (June- September)	
First 100 kWh per kW	\$0.09159 per kWh
Over 100 kWh per kW	\$0.06527 per kWh
Winter (October-May)	
First 100 kWh per kW	\$0.09159 per kWh
Over 100 kWh per kW	\$0.05118 per kWh

SALES TAX. Current North Carolina utility sales tax shall be added to the above charges.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall apply to all service provided under this schedule.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

RENEWABLE ENERGY PORTFOLIO STANDARD. The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2014.

Electric Rate Schedule MI-OP Medium Industrial Service

AVAILABILITY

Available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual, 1957 or later version, published by the Bureau of Budget, United States Government, and where more than 50% of the electric consumption of such establishment is used for its manufacturing processes whose monthly demand exceeds 100 kW in any three months of the preceding twelve months, but is less than 3,000 kW.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

TYPE OF SERVICE

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 4160Y/2400, 12470Y/7200, or

3 phase voltages other than the foregoing, but only at the Town’s option, and provided that the size of the Customer’s load and the duration of the Customer’s contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town’s specifications.

The type of service supplied will depend upon the voltage available at or near the Customer’s location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Schedule-MI-OP

Page 2

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

MONTHLY RATE

A. Basic Facilities Charge		\$357.54
B. Demand Charge:		
Monthly Billing Demand		
Summer (June–Sept.)		\$17.88 per kW
Winter (Oct.–May)		\$4.40 per kW
Maximum Demand (all months)		\$2.03 per kW
C. Energy Charges:		
Summer (June-Sept.)	On-Peak	\$0.06258 per kWh
	Off-Peak	\$0.04573 per kWh
Winter (Oct.-May)	On-Peak	\$0.05583 per kWh
	Off-Peak	\$0.04177 per kWh

DEFINITION OF “MONTH”

The term “month” as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

DETERMINATION OF BILLING DEMAND

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

Maximum demand shall be the highest integrated clock hour kW demand recorded during the current billing month.

NOTIFICATION BY TOWN

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

DETERMINATION OF ENERGY

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

ON-PEAK ENERGY

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

OFF-PEAK ENERGY

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

CONTRACT PERIOD

Where applicable, each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

SALES TAX

Applicable North Carolina sales tax shall be added to the customer's total charges for each month, determined in accordance with the above electric rates.

Effective July 1, 2021.

Electric Rate Schedule OP-3

Large Industrial Service

AVAILABILITY

Available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual, 1957 or later version, published by the Bureau of Budget, United States Government, and where more than 50% of the electric consumption of such establishment is used for its manufacturing processes whose monthly demand is greater than 3000 kW with a 60% load factor in any three months of the preceding twelve months, but has not exceeded a monthly demand of 10,000 kW.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

TYPE OF SERVICE

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 4160Y/2400, 12470Y/7200, or

3 phase voltages other than the foregoing, but only at the Town’s option, and provided that the size of the Customer’s load and the duration of the Customer’s contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town’s specifications.

The type of service supplied will depend upon the voltage available at or near the Customer’s location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

MONTHLY RATE

A. Basic Facilities Charge	\$ 300.00 <u>357.54</u>
B. Demand Charge:	
Monthly Billing Demand	
Summer (June–Sept.)	\$17.50 per kW
Winter (Oct.–May)	\$5.00 per kW
Maximum Demand (all months)	\$5.40 per kW
C. Energy Charges:	
Summer (June-Sept) On-Peak	\$0.0582 per kWh
Off-Peak	\$0.0425 per kWh
Winter (Oct.-May) On-Peak	\$0.051 per kWh
Off-Peak	\$0.0400 per kWh

DEFINITION OF “MONTH”

The term “month” as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

DETERMINATION OF BILLING DEMAND

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

Maximum demand shall be the highest integrated clock hour kW demand recorded during the current billing month.

NOTIFICATION BY TOWN

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

DETERMINATION OF ENERGY

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

ON-PEAK ENERGY

For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

OFF-PEAK ENERGY

For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

CONTRACT PERIOD

Where applicable, each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

SALES TAX

Applicable North Carolina sales tax shall be added to the customer's total charges for each month, determined in accordance with the above electric rates.

| *Effective ~~June~~^{July} 1, 202~~3~~⁴.*

Industrial On-Peak Rate Electric Rate Schedule OP-4

AVAILABILITY

This rate is available only to establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual, 1957 or later version, published by the Bureau of Budget, United States Government, and where more than 50% of the electric consumption of such establishment is used for its manufacturing processes whose monthly demand must equal or exceed 10,000 kW with a 60% load factor in any three months of the preceding twelve months and which began receiving service from the Town after July 1, 2004.

Service under this Schedule shall be used solely by the contracting customer in a single enterprise, located entirely on a single contiguous site or premises.

This Schedule is not available for auxiliary or breakdown service and power delivered hereunder shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for under any other schedule of the Town, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Town in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises, and permits for the delivery of such power, and the Town shall not be liable to any customer or applicant for power in the event the Town is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises, and/or permits.

TYPE OF SERVICE

The Town will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single-phase, 120/240 volts; or

3 phase, 208Y/120 volts, 480Y/277 volts; or

3 phase, 4160Y/2400, 12470Y/7200, or

3 phase voltages other than the foregoing, but only at the Town’s option, and provided that the size of the Customer’s load and the duration of the Customer’s contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Town’s specifications.

The type of service supplied will depend upon the voltage available at or near the Customer’s location. Prospective customers should ascertain the available voltage by inquiry at the office of the Town before purchasing equipment.

Motors of less than 5 HP may be single-phase. All motors of more than 5 HP must be equipped with starting compensators and all motors of more than 25 HP must be of the slip ring type except that the Town reserves the right, when in its opinion the installation would not be detrimental to the service of the Town, to permit other types of motors.

MONTHLY RATE

	Summer (June-Sept)	Winter Non- Summer
Basic Facilities Charge	\$300.00 \$1053.63	\$300.00 \$1053.63
Maximum Demand (per kW)	\$5.40 \$5.82	\$5.40 \$5.82
OP Demand (per kW)	\$14.90 \$15.20	\$5.00 \$5.10
On Peak Energy (per kWh)	\$0.05814 \$0.05962	\$0.05007 \$0.05107
Off Peak Energy (per kWh)	\$0.04001 \$0.04081	\$0.0346 \$0.03529

DEFINITION OF "MONTH"

The term "month" as used in the Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once a month.

DETERMINATION OF BILLING DEMAND

Billing Demand:

Billing Demand shall be the average of the integrated clock hour kW demands measured during the hours of the On-Peak Period on the day identified as the Peak Management Day used by the North Carolina Municipal Power Agency Number 1 (NCMPA1) for wholesale billing purposes during the corresponding month of Customer's billing.

On-Peak Periods:

On-peak periods are non-holiday weekdays during the following times:

June-September	2pm – 6pm
December-February	7am – 9am
All other months	7am – 9am and 2pm – 6pm

Holidays:

The following days of each calendar year are considered holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In the event that any of the foregoing Holidays falls on a Saturday, the preceding Friday shall be deemed to be the Holiday. In the event any of the foregoing Holidays falls on a Sunday, the following Monday shall be deemed to be the Holiday.

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

Maximum demand shall be the highest integrated clock hour kW demand recorded during the current billing month.

NOTIFICATION BY TOWN

The Town will use diligent efforts to provide advance notice to the Customer of Peak Management Days if requested. However, the Town does not guarantee that advance notice will be provided. Notification by the Town will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the Town harmless in connection with its response to notification.

DETERMINATION OF ENERGY

The kWh of energy shall be the sum of all energy used during the current billing month as indicated by watt-hour meter readings.

On-Peak Energy: For billing purposes in any month, On-Peak Energy, in kWh, shall be the metered energy during the On-Peak Energy Period, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM.

Off-Peak Energy: For billing purposes in any month, Off-Peak Energy, in kWh, shall be the metered total monthly energy less the amount of energy billed in that month under On-Peak Energy.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 90 percent, the Town may correct the integrated demand in kilowatts for that month by multiplying by 90 percent and dividing by the average power factor in percent for that month.

CONTRACT PERIOD

Where applicable, each customer shall enter into a contract to purchase electricity from the Town for a minimum original term of one (1) year, and thereafter from year to year upon the Schedule-OP-4

condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days prior notice of such termination in writing; but the Town may require a contract for a longer original term of years where the requirement is justified by the circumstances.

SALES TAX

Applicable North Carolina sales tax shall be added to the customer's total charges for each month, determined in accordance with the above electric rates.

Effective ~~June~~ly 1, ~~2021~~ 2023

PP-1 PURCHASED POWER ADJUSTMENT RIDER

The proposed electric rate rider listed below is to adjust the individual electric rates tariffs by the increase in the wholesale price of purchase power.

AVAILABILITY: This rate rider applicable to all Town of Huntersville Electric Service Schedules.

BILLING: The monthly bill computed under all the Town's Electric Service Schedules will be increased or decreased by an amount equal to the result of multiplying the kwh used in the current billing cycle by the purchased power adjustment factor. The purchased power adjustment factor shall be calculated so that any projected over or under collection of purchased power costs would be returned or collected through these charges within the following 12 months projected energy sales. The purchased power adjustment factor shall be calculated and approved by the Town Council as frequently as deemed necessary but at a minimum shall be calculated and approved at least once per fiscal year.

PURCHASED POWER ADJUSTMENT FACTOR.

Purchased Power Adjustment \$0.00/kwh

Renewable Energy Portfolio Standard: The current Renewable Energy Portfolio Standard Rate Rider REPS shall apply to all service provided under this schedule.

Effective for service as determined by meter readings on and after July 1, 2021.

RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGE

APPLICABILITY:

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

MONTHLY RATE:

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

	Monthly Rates		
	Renewable Efficiency	DSM/Energy Charge	Total REPS
<i>DEFINITIONS:</i>			
Residential Account	\$ 0.85 0.84	\$ 0.00	\$ 0.85 0.84
Commercial Account	\$ 4.65 4.58	\$ 0.00	\$ 4.65 4.58
Industrial Account	\$ 47.92 47.20	\$ 0.00	\$ 47.92 47.20

ELIGIBILITY REQUIREMENTS:

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

AUXILIARY SERVICE ACCOUNTS:

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

- Schedule AL and FL – Outdoor Lighting Service (metered and unmetered)
- Schedule AL and FL – Street and Public Lighting Service
- Schedule TS – Traffic Signal Service

SALES TAX: Current North Carolina utilities sales tax shall be added to the above charges.

Effective for service rendered after ~~June~~ 1, 2023~~2~~.

NC GREENPOWER PROGRAM – RIDER GP-1

AVAILABILITY. This Rider is available on a voluntary basis in conjunction with any of the Municipality's

Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not for temporary service or for resale service. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

MONTHLY RATE. In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$4 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption. Customer may change the number of monthly blocks purchased once during each year unless otherwise authorized by Municipality.

DEFINITIONS.

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program, which include such renewable resources as solar, wind, small hydro, and biomass placed in service after January 1, 2001, and used to generate electricity delivered to the electric grid in North Carolina.

SPECIAL CONDITIONS. The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

DISTRIBUTION OF RIDER FUNDS. Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC" a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and
2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

NC GreenPower Program - Rider

GP-1 Page 2

CONTRACT PERIOD. Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days prior notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

Effective for bills rendered on and after September 7, 2004.

NC GREENPOWER PROGRAM – RENEWABLE RIDER REN-1

AVAILABILITY. This Rider is available on a voluntary basis in conjunction with any of Municipality's Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not available for temporary, for resale service, or for Customer purchases of less than 100 blocks of electricity under this Rider. Further, Customer's average monthly electric consumption must be equal or greater to 10,000 kWh. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

MONTHLY RATE. In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$2.50 per block

The minimum monthly charge shall be a charge for 100 blocks of electricity. This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

DEFINITIONS.

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program used to generate electricity delivered to the electric grid in North Carolina, which include such renewable resources as solar, wind, small hydro, and biomass.

SPECIAL CONDITIONS. The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

DISTRIBUTION OF RIDER FUNDS. Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers served under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC" a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and

NC GreenPower Program - Renewable Rider REN-1 Page 2

2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

CONTRACT PERIOD. The Contract Period under this Rider shall be for one (1) year. After the initial period, Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days previous written notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

Effective for bills rendered on and after September 7, 2004.

RHP RESIDENTIAL HIGH EFFICIENCY HEAT PUMP REBATE PROGRAM

AVAILABILITY. This rate rider is available to all Town of Huntersville electric customers receiving or applying for permanent electric service under residential rate schedule.

ELIGIBILITY REQUIREMENTS. A rebate will be paid to the Town of Huntersville residential electric customers installing an energy efficiency heat pump. The minimum Seasonal Energy Efficiency Ratio (SEER) of 15 and minimum size of 1 ton, up to maximum of 5 tons. Rebates will be paid for the following qualifying installations:

- 1) **In a new installation.** For new installations (new construction), the rebate is \$400 for air source heat pumps 15 – 17+ SEER.
- 2) **To replace an existing heating/air conditioning system.** (Existing heating air-conditioning system can be any energy source, i.e., electric, natural gas, propane, fuel oil, etc.). For replacing an existing heating/air conditioning system, the rebate is \$300 for air source heat pumps 15 – 16.9 SEER and \$400 for air source heat pumps of 17+ SEER.
- 3) For installation of **new or replacing an existing Geothermal Heat Pumps**, the rebate will be \$500.

In addition, the following standards must be met:

- 1) The heat pump will have at least 15 SEER rating. There is no maximum to the SEER rating.
- 2) The heat pump must be residentially sized (five tons and under, minimum size of 1 ton), but may be installed in any type of dwelling.
- 3) The customer will choose the HVAC contractor of their choice to install the new heat pump. All future service requirements can be arranged with that contractor or any other of the customer's choice.
- 4) The customer should expect to pay the contractor the fair market price for the purchase and installation costs. The Town will verify the unit (s) qualifies per the rebate program.
- 5) Since the heat pump remains the customer's property, all future service is at the customer's expense. The Town makes no guarantee, express or implied, about the quality of the heat pump or its installation.
- 6) The manufacturer, not the Town, guarantees the customer's heat pump against defects.
- 7) After the customer has the heat pump installed, a representative from the Town will inspect the installation of the heat pump. The customer will use a paid receipt to apply for his heat pump on an existing dwelling. A visual inspection of any new home will serve as verification.
- 8) The heat pump rebate will be per unit installed with no maximum number of units to a customer/builder/developer. The program is subject to continued annual approval.
- 9) A customer may be denied rebate under these, and other conditions determined by the Town: a. Incomplete rebate application,
 - b. No copy of dated sales invoice included with application,
 - c. Manufacturer documentation of efficiency ratings is not correct or unavailable.

The Town will list on the application form any reason a rebate is denied.

Effective July 1, 2019.

RENEWABLE ENERGY CREDIT RATE RIDER Electric Rate Rider RECR-1

AVAILABILITY

This rate rider is available to customers on any Town of Huntersville (“Town”) rate schedule who operate solar photovoltaic, wind powered, or biomass-fueled generating systems, without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and obtain an approved Interconnection Request Form and an approved Purchase Power Agreement. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town’s System. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of a “buy-all/sell-all” arrangement to receive credits under this rate rider. That is, the Town agrees to buy all, and the customer agrees to sell all of the energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or North Carolina Municipal Power Agency 1 (“NCMPA1”) Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on Variable Rates identified in this Rider for the delivered energy.

MONTHLY CREDIT

Avoided Cost Credit Rate** (\$ per kWh):

	<u>Variable</u>
On-peak energy*	\$0.0321 <u>\$0.04041</u>
Off-peak energy	\$0.0110 <u>\$0.01366</u>

** These energy credits include a capacity component.*

***For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.*

MONTHLY ENERGY

Monthly Energy shall be the total kWh of energy produced by the generating facility during the current calendar month. All energy produced by the Customer’s renewable energy generating system must be delivered to the Town, since the Town does not offer net metering.

ON-PEAK ENERGY

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EST.

Electric Rate Rider
RECR-1 Page 2

OFF-PEAK ENERGY

Off-Peak Energy shall be the Monthly Energy less the amount of energy billed as On-Peak Energy.

CONTRACT PERIOD

Prior to receiving service under this Rider, the Town and the customer shall have entered either an Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 10 kW) and a Power Purchase Agreement which covers the special terms and conditions for the customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

GENERAL

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances.

SPECIAL CONDITIONS

The customer's service shall be metered with two meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer's renewable energy generator which is provided to the Town.

In the event that the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

Effective ~~June~~ *July* 1, 202~~2~~*3*.

AREA LIGHT/ STREET LIGHT SERVICE – SCHEDULE AL, ST

AVAILABILITY. Area Lighting is available only to any individual consumer. Street Lighting Service is only available to the Town of Huntersville. Service will only be provided to facilities constructed in conformance with the Town's specifications.

TYPE OF SERVICE. See below for specific units (non-LED units no longer offered in new installations). Service includes installation, maintenance, and electric energy. Illumination shall be from dusk to dawn. Initial installation includes the lighting unit, one pole, and one span of overhead secondary from an existing pole line. (Additional spans of secondary, poles, pole grounds, etc., must be paid by the consumer at actual cost of installation or at the monthly rate designated.) All items of material and equipment used to make the installation remain the property of the Town.

MONTHLY RATE.

UNIT	MONTHLY CHARGE
LED Municipal Street Lighting 50-Watt Input/6,400 Lumen/18 kwh	\$8.28
LED Fixture Area Lighting 50-Watt Input/6,400 Lumen/18 kWh	\$25.20
185-Watt Input/43,000 Lumens/151 kwh (Shoebox)	\$49.20
Poles-Additional or Deduct for Existing	\$10.20

Existing non-LED accounts are still serviced; however, any units which need to be replaced shall be replaced with LED units Rates for existing non-LED accounts are available on request.

SALES TAX. Current North Carolina utilities sales tax shall be added to the above charges.

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall not apply to all service provided under this schedule.

SERVICE REGULATIONS. The applicable provisions of the current Service Regulations are made a part of this Schedule.

Effective for service on and after July 1, 2021.

Electric Service/Miscellaneous Fees:

Return Check Fee:	\$25.00
Late Payment Charge:	2% or \$7.50, whichever is greater
Reconnect Fee:	
Prior to 5PM	\$30.00
After 5PM on Workdays	\$120.00
Meter Tamper Fee:	\$120.00
Electric Connection/Move-In Service Fee:	\$25.00
New Electric Service:	\$50.00
Underground Service Fee:	\$150.00

Effective July 1, 2019

ELECTRIC SERVICE POLICY

Foreword

The Service Regulations for the Town of Huntersville Electric Department are filed with the Town Clerk. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

The Town of Huntersville or the Town of Huntersville Electric Department is referred to herein as the "Town" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous.

"Customer Service Policy" - Town of Huntersville Utility Customer Service Policy.

The term *"overhead facilities"* as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term *"underground facilities"* as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A *"bulk feeder"* is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A *"sub feeder"* is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The sub feeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A *"primary voltage loop system"* of conductors provides multiple supply routes to more than one transformer serving the load requirements. A *"primary voltage radial extension"* of underground facilities consists of a single supply route to a single transformer serving the load requirements.

"Secondary facilities" consist of equipment necessary to provide secondary voltage from the Town's transformer to the owner's delivery point. *"Primary facilities"* consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

"Cost difference" is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

"Loss due to early retirement" is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the costs of removal.

Agreement

Electric service will be supplied under (a) the Town's standard form of application (service agreement) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except insofar as provision is otherwise made in any particular rate schedule or contract on file with and approved by the Town Council. The Town shall not be required to supply service unless and until such agreement is executed by the customer and the Town, it being understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Town unless same be in writing and attached to and made a part of the agreement; notwithstanding the foregoing, when the requested supply of electricity is for residential use or residential water heating, and no extra charges for additional facilities are involved, the customer's application and the Town's acceptance thereof may be verbal, and in such event the Town's applicable rate schedules and these Service Regulations shall be effective in the same manner as if the Town's standard form of application for service had been signed by the customer and accepted by the Town. Such a verbal service agreement shall be conclusively presumed, when there is no written application by a customer accepted in writing by the Town, if electricity supplied by the Town is used by the customer or on the customer's premises.

Hold Harmless Clause

The "Customer" or "Consumer" shall indemnify and hold harmless the "Town", its Agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the service rendered to the "Customer" or "Consumer", provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by an any negligent act or omission of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town or any of their agents or employees by any employee of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the "Customer" or "Consumer" under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.

Agreement Personal

The rights which accrue to the customer under the agreement are personal and shall not be transferred or assigned by the customer without the written consent of the Town.

Service Used in Advance

In the event service is used by the Customer before the agreement is signed, in those instances where the Town requires a signed service agreement, such service shall be governed by these regulations and the appropriate schedule, and the Town may discontinue such service at any time upon failure or refusal of the customer to sign the agreement and pay in full the amount due for service to that date.

Vacated Premises

The customer will notify the Town before quitting or vacating the premises served under the agreement as herein provided and will pay upon presentation all bills due under all agreements or contracts.

Deposits

See Customer Service Policy.

Customer's Wiring and Equipment

Equipment which will operate in one locality may be useless in another due to difference in voltage, phase, or frequency of electric service; therefore, before wiring a premises or purchasing equipment the customer shall give the Town notice and shall ascertain the character of service available at such premises. The Town may specify the voltage and type of electric service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Town may refuse to connect service to such customer or may discontinue service the same. The customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Town.

Changes in Customer's Wiring and Equipment

The customer shall not employ or utilize, without the written consent of the Town, any equipment, appliance, or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Town's service to such customer or to others. When polyphase electric service is used by any customer, the customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The customer shall give the Town reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the Town, the unexpired

term of the agreement is sufficient to justify the additional investment required, the Town will endeavor to provide additional capacity for any increase so requested by the customer, within ninety days of said notice.

The Town will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.

Access to Customer's Premises

The Town shall at all reasonable times have the right of ingress to and egress from the premises of the customer, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

Right of Way

The customer shall at all times furnish the Town a satisfactory and lawful right of way over his premises for the Town's lines and apparatus necessary or incidental to the furnishing of service and shall also furnish satisfactory shelter for meters and other apparatus of the Town installed on the premises, except where the Town elects to install such equipment outdoors.

The Town may change the location of the right of way upon request of the customer and may require the customer to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the Town's service, either to the customer requesting the change, or to any other customer or customers. All privileges of the Town incident to the original location shall apply to the new location.

The obligation of the Town to supply service is dependent upon the Town securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Town shall not be liable to the customer for any failure to deliver service because of the Town's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

Transmission, Distribution, and Service Facilities

The Town's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Town's underground Installation Plan, as approved by the Town Council.

The Town will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

(1) Where both the Town's lines and the customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less.

The Town will extend its service conductors to the customer's building, terminating them on the outside of the building at a location to be provided by the customer and satisfactory to the Town for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Town. The Town will provide and own meter sockets and enclosures, or the customer, at this option, may provide and own a meter/switch enclosure (more commonly known as a house-power panel). The customer will install all meter sockets, enclosures, or meter switch enclosures. The Town will utilize and provide service through the customer's meter/switch enclosure under the following conditions: (a) The meter/switch enclosure shall be in accordance with the Town's specifications. (b) The wiring and connections are approved by the Town. (c) The customer agrees to allow the Town to open and inspect the meter/switch enclosure at any time. (d) The customer agrees to notify the Town and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure. For Residential customers, the Town will provide, own, and install service laterals and will connect such laterals to the line side terminals of the meter socket or enclosure.

The Town will make the necessary connections from its service conductors to the customer's entrance conductors.

(2) Where both the Town's lines and the customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the customer's demand or any unusual character of the customer's location requires a special service agreement between the Town and the customer, the Town will make the necessary connections from its service conductors to the customer's entrance conductors as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) above nor Section (3) is applicable, the connection shall be at a point to be agreed upon by the Town and the customer.

(3) When, in the Town's opinion, an individual transformer installation is necessary to serve the customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Town may require the customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation. If the customer is unable to provide outdoor space for a ground-type transformer installation, or substation, then the Town may require the customer to provide a transformer vault on his premises.

(a) When the customer provides space for a ground-type transformer installation, or substation, the Town will erect a structure outside of and immediately adjacent to the fence surrounding such installation and will connect to the customer's entrance conductors at that point. The Town may require the customer to provide main disconnecting switches at the point of connection, which switches shall control all of the customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the customer's building walls, the Town will connect to the customer's entrance conductors on the outside of one of the walls.

(b) When the customer provides a transformer vault, such vault shall be constructed in accordance with the Town's specifications and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances, and its location shall meet the Town's requirements for accessibility and ventilation. The Town will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable, and secondary cable to the point of connection with the customer's entrance conductors, which point shall be 12" inside one of the walls of the vault. The Town will coordinate the transformer vault installation with its Underground Distribution Plan for the installation of the primary cable from the customer's vault to the Town's existing distribution facilities.

(4) With respect to any service, after a service connection has been made it may be changed by the Town upon request of the customer, but the customer must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Town's service either to the customer desiring the change or to do any other customer or customers.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Town's service shall be installed and maintained by and at the expense of the customer. All equipment furnished by the Town shall be and remain the property of the Town.

Meters

The Town will furnish, test and repair all necessary meters. When a meter is moved from one location to another all expense in connection with such removal shall be borne by the Town except where the removal is at the request of the customer, in which case the expense will be borne by him. The Town shall have the right at its option and at its own expense, to place demand meters, volt meters and other instruments on the premises of the customer for the purpose of making tests with respect to the customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the customer's structure at a place or point which is suitable to the customer, but which meets all of the Town's requirements for reading, testing and servicing accessibility, and for safety.

Where it is not practicable, in the Town's opinion, to locate the meter and its associated apparatus, if any, out-of-doors, the customer shall provide a suitable indoor location which meets all of the Town's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be estimated on the basis of the three months prior use.

Bills Due Where No Notice Received

See Customer Service Policy.

Billing and Collection Cycle

See Customer Service Policy.

Where Meter is Not Read

See Customer Service Policy.

Offsets Against Bills

See Customer Service Policy.

Adjustment of Billing Errors

See Customer Service Policy

Responsibility Beyond Delivery Point

It is understood and agreed that the Town is merely a furnisher of electricity, deliverable at the point where it passes from the Town's wires to the service wires of the customer, or through the divisional switch separating the customer's wires and equipment from the Town's wires and equipment, where such a switch is installed, and the Town shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Town. The Town shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing, or resulting in any manner, from the receiving or use of said electricity.

Interference with Town Property

The customer shall not interfere with, or alter, the Town's meters, seals, or other property, or permit the same to be done by others than the Town's authorized agent or employee. Damage caused or permitted by the customer to said property shall be paid for by the customer.

Resale Service

The contract is made, and electricity is sold and delivered upon the express condition that the customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm, or corporation, except where service is supplied under a contract specifically providing for resale.

Foreign Electricity

The customer shall not use the Town's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the customer for use in conjunction with or as a supplement to the Town's electric service, without the written consent of the Town.

Service Interruptions

The Town does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Town shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

(a) An emergency action due to an adverse condition or disturbance on the system of the Town, or any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.

(b) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, or other public authority.

(c) Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to customers premises would endanger persons or property.

(d) It is expressly understood and agreed that the Town does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the customer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the Town shall not, in any event, be liable to the customer, nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to act or omission of the Town or otherwise, it being the intention of the parties hereto that the Town shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the Town to supply electric power to operate any pump or pumping apparatus or appliances.

Discontinuance of Service

The Town shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons: (See also: Customer Service Policy Section 13)

(1) For any misrepresentation as to the identity of the customer entering the contract for service.

(2) For violation by the customer of any terms or conditions of the agreement between the Town and the customer, or violation of any of these service regulations which are a part of said agreement.

(3) For the reason that the customer's use of the Town's service is detrimental to the service of other customers.

(4) For the reason that the customer's use of the Town's service conflicts with, or violates orders, ordinance or laws of the state or any subdivision thereof, or of any other body having regulatory powers.

(5) For the reason that wiring, equipment, appliance or device is installed or in use on the customer's premises, which permits the electricity to be used without passing through the Town's meter, or which prevents, or interferes with the measuring of the electricity by the Town's meter.

Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the Town to remove its meters, apparatus, appliances, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Town to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Town of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fees

In case of discontinuance of service for any reason except repairs or other necessary work by the Town, the customer shall pay the Town a reconnect charge as spelled out in the Customer Service Policy.

Unavoidable Cessation of Consumption

In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, making a complete cessation of the use of service, then upon written notice by the customer to the Town, within thirty days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise the agreement for service shall immediately terminate.

Copies of Contracts and Policies

Forms of application (service agreement) or contract, schedules of rates and copies of service regulations are available at Town Hall and will be furnished to the customer on request.

Changes

All agreements and contracts for service between the Town and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the Town Council, or otherwise imposed by lawful authority.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

- (1) Residential Service

Residential service will be supplied on Schedule R, Schedule RE, whichever is applicable, to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the Residential service meter, or they may be separately metered.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping apartments or units may not be supplied through one meter on the Residential Service Schedule.

(a) Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Town will extend its conductors to groups of two or more spaces designated for the parking of mobile homes and will provide and install at each such delivery location a service structure on which its conductors are terminated, and on which may be mounted the switch panels, and wiring to accommodate a separate meter for each trailer space. Otherwise, service connections will be the same as set forth in these Service Regulations.

Energy used by the Park in its office, service buildings, yard lights, water pumps, and other purposes connected with the operation of the Park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within a park, may be served through a single meter, and will be billed in accordance with the applicable Commercial rate schedule.

(b) Recreational Parks and Camping Grounds

Service to recreational parks and camping grounds may be supplied to each such an establishment at one delivery point, and energy used in its office, service buildings, yard lights, water pumps, and for other purposes connected with its operation, including service outlets at campsites, will be billed through one meter in accordance with the applicable Commercial rate schedule.

(c) Travel Trailers, Mobile Home, and Other Portable Structures

If the location is other than in a Mobile Home Park or Recreation Park, service to travel trailers, mobile homes, or other portable structures, will be provided as set forth in these Service Regulations, "Temporary Service", except that if the customer presents satisfactory evidence of intent to remain at said location 12 months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on the applicable residential or Commercial rate schedule.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the electric energy used in connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

When a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as non-residential and one of the commercial schedules shall be applied.

The customer may at his option provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under a Commercial Service Schedule.

Hall lighting, stokers and other general electric uses in an apartment building will be classed as Commercial Service and metered and billed under a Commercial Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

Residences in which a Day Nursery is operated may be served on the Town's Residential Service Schedules provided that:

- (a) The operator and the operator's family, if any, live there.
- (b) The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- (c) There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then such residence shall be served on the Town's applicable Commercial Schedule.

(3) Farm and Rural Service

The Residential Service Schedules are available for service through on meter to a farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial or non-farming operations or for the processing, preparing, or distributing of products not raised on that farm.

The customer may at his option elect to take the entire service under one of the Commercial Service Schedules or may provide separate circuits so that the residential uses, together with the usual farm uses outside the residence dwelling unit, can be metered, and billed separately under a Residential Service Schedule, and the other under a Commercial Service Schedule.

(4) Commercial and Industrial Service

Commercial and Industrial Service Schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall be applied to the following:

- (a) Customer engaging in retail trade or personal service directly with the public, such as boarding houses, motor courts, and hotels.
- (b) Office buildings, stores, shops, and other commercial establishments.
- (c) Schools, churches, other non-residential customers, and industrial customers.
- (5) Water Heating Service - Residential water heating service is available through the same meter as other residential service.
- (6) Breakdown and Standby Service - The Town does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.
- (7) Temporary Service - Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the lines will be provided.

Temporary Service for construction projects, other than those qualifying above, and for rock crushers, asphalt plants, carnivals, fairs, and other non-permanent installations will be provided, when the customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing for the period involved, said deposit to be returned if the contract period is fulfilled.

- (8) Special Provisions - X-Ray and Welding Service. Equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of other customers, the Town may set a separate transformer for the exclusive use of the Customer and extend a separate service to the Customer's premises. This service shall be metered and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed any applicable extra facilities charges associated with the separate transformer. In lieu of setting the separate transformer, the Town may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- (9) Insulation Requirements - The Town will not connect permanent service to any new building for which a building permit was issued after January 1, 1978, for any class of service unless the building has been certified as meeting the insulation requirements of the State Building Code, and a Certificate of Occupancy has been issued.

(10) More Than One Dwelling Unit Per Meter - When more than one dwelling unit is served by a single meter, each and all dwelling units must comply with the requirement under Availability of the Schedule involved; and the monthly bill shall be computed by dividing the total KWH metered during the billing period by the number of dwelling units; then calculating a bill "per dwelling unit" from this rate. The total bill shall be the "per dwelling unit" bill multiplied by the number of dwelling units.

(11) Tree Trimming - If, at any time, shrubbery, or other vegetation grows up into, and interferes with, the electric power lines of the Town, through its duly authorized employees, shall have the right to enter upon the Town privately owned property and trim such vegetation in order to clear the lines. All trimming of trees and shrubbery shall be done as neatly as possible and shall be done as requested by the owner where the request is reasonable.

(12) Extra Facilities

(a) At the request of the customer, the Town will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Town's standard form of contract, and containing the following provisions:

(1) Service shall be used solely by the contracting customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.

(2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting customer, other than facilities which the Town would furnish to the customer without cost under its standard form of contract.

(3) The facility to be supplied shall be Town standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Town side of the point of delivery.

(4) A monthly "Extra Facilities Charge", equal to 1.7% of the installed cost of the extra facilities, but not less than \$25.00, shall be billed to the customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.

(5) The "installed cost of extra facilities" shall be the cost new of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering, and general expense, all estimated if not known.

(6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the customer. Upon mutual agreement between the customer and the Town, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed

on the Town side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.

(7) When the extra facilities requested by the customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the customer's request, and the installed cost of the facilities which the Town would furnish without cost of the customer under its standard form of contract.

(8) The Town shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Town's service to other customers.

(9) Contracts containing the Extra Facilities Clause shall have a minimum original term of 5 years, to continue from year to year thereafter, but the Town may require the payment of removal costs in contracts with original terms of 10 years or less and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

(10) Customers for whom the Town may be furnishing extra facilities under existing contracts shall be exempt from all provisions of this Extra Facilities Clause except (1) until such time as their contracts may expire, or are terminated by the customer, or are terminated by the Town for reasons not related to the furnishing of extra facilities.

(b) Purchase of Existing Delivery Equipment: Any customer subject to an "Extra Facilities Charge" may, at the Town's option, purchase the existing facilities. In those instances where the customer purchases the existing delivery equipment, the Town shall have the right to require the customer to install protective equipment to isolate the customer's equipment from the Town system.

Upon request of the customer, the Town shall take an inventory of the equipment available for purchase and shall provide the customer with a sales price of such equipment within 90 days of receipt of such request. The sales price shall be computed at the then replacement cost of the existing delivery equipment, less accumulated depreciation as defined below:

(1) REPLACEMENT COST: Replacement Cost shall be the cost of the identical item at the time of the sale, the time of replacement, or retirement, as the case may be, or where such identical item is no longer available, the closest comparable item shall be used to determine the cost.

(2) DEPRECIATION: Depreciation shall be calculated at the annual rate of and in the manner of the then current rate and method as set forth in the publication, entitled "Depreciation and Amortization of Electric Plant" and shall be applied to Replacement Cost. Accumulated Depreciation is the Annual Depreciation so calculated times the number of years from the date of installation to the date on which the calculation is made. Depreciation shall be limited to a maximum of seventy-five percent (75%) of original value.

The Town reserves the right to adjust the inventory and sales price up to thirty (30) days prior to the purchase date. Title for the equipment shall pass and the purchase price shall be due on the purchase date, at which time both parties shall execute a sales agreement.

UNDERGROUND INSTALLATION PLAN

Availability

Normally, the Town's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors, and customers), the Town will install, own, and maintain underground facilities under the terms and conditions of this Plan.

At the determination of the Town, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the Town may place its facilities underground at its own option and expense.

Service Categories

(a) Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

(1) Permanent Residences

Residences which are to be permanent customer locations on a residential rate schedule of the Town will be served from underground facilities as shown below.

1 New Service Installations Located in New Developments

Service to new residences on lots averaging an acre (43,560 sq. ft.), or less See Customer Service Policy for fees.

Service to new residences on lots averaging more than one acre No charge for primary except for cost difference of new primary facilities exceeding 300 feet per lot. See Customer Service Policy for secondary fees.

2 New Service Installations Not Located in New Developments

Service to new residences requiring new underground secondary voltage facilities from an above-ground distribution line on or adjacent to, the lot on which the residence is located	See Customer Service Policy.
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Service to new residences requiring new underground primary and secondary voltage facilities	No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees.
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3 New Three-Phase Service Installations

Three-phase service to new single-residence structures, where this type of service is available.	No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees.
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Three-phase service to new multi-residence structures, where this type of service is available.	No charge for primary. See Customer Service Policy for secondary fees.
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(2) Other Residences

Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by the Town under an agreement with the owner providing for payment to the Company of the charges, if any equal to the cost difference.

(b) Non-Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities to new general service and industrial service installations following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

1	New Service Installations Requiring Only Secondary Voltage Facilities	See Customer Service Policy.
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2	New Service Installations Requiring Primary Voltage Loop System Facilities	See Customer Service Policy.
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3	New Service Installations Requiring Primary Voltage Radial Extension Facilities	No charge except for cost difference of single-phase primary facilities exceeding 300 feet, or three-phase primary facilities exceeding 500 feet. See Customer Service Policy for secondary fees.
4	New Bulk Feeder and Sub-feeders	Cost difference of such primary facilities

Conversion To Underground

The Town will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

- (1) The Town shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable contribution-in-aid-of-construction equal to the cost difference plus the loss due to early retirement of the existing overhead facilities.
- (2) Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the Town, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies, and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.
- (3) The Town need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
- (4) All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
- (5) Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities. Owner shall locate all nonutility underground facilities before the Town begins installation of any underground facilities. The Town will not be responsible for damage to any nonutility facilities which are not located.

Estimates

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Town's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

General Provisions

- (1) Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Town in accord with the current construction design practices of the Town.
- (2) The Town will normally not provide underground service at secondary voltages above 480 volts.
- (3) The Town will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
- (4) Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. New bulk feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner desires to have them installed underground and makes a contribution-in-aid-of-construction equal to the estimated cost difference between underground and overhead facilities. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Town expense.
- (5) New sub-feeders necessary to serve a new underground subdivision or development will be installed underground inside such areas at no charge. New sub-feeders outside such areas normally will be installed overhead unless the owner desires to have them installed underground and makes a payment equal to the estimated cost difference.
- (6) Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.
- (7) Prior to the installation of the underground distribution system by the Town, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Town, payment for these additional expenses shall be made to the Town by the owner. Should established lots of final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities is required by the owner before final grades are established, and either of these conditions results in additional expenses to the Town, payment for these additional expenses shall be made to the Town by the owner.
- (8) Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Town, payment for same will be made by the owner.
- (9) Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.

(10) The Town will make, or adjust, charges to the owner to collect the actual additional costs to the Town due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.

(11) The Town's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The Town shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the Town at any time.

(12) Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.

(13) Underground conductors to provide service to streetlights along public streets, roads, and other public thoroughfares, will be installed a Town expense concurrently with the installation of an underground system for new developments. Where such street light conductors are not installed concurrently with the underground system, subsequent installation of underground conductors will be made at no additional charge where the customer requesting the lights pays the cost of overcoming any man-made obstructions. Subsequent street and area lighting service will be furnished under the applicable rate schedule on file with and approved by the Commission.

(14) The Town will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Town's Service Regulations.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Anthony Roberts, Town Manager

Date: May 15, 2023

Subject: Resolution - Awarding of Service Firearm

EXPLAIN REQUEST:

Consider adopting Resolution to approve the awarding of a service firearm to a retiring law enforcement member.

ACTION RECOMMENDED:

Adopt Resolution

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution



**Resolution to Approve the Awarding of a Service
Firearm to a Retiring Law Enforcement Member**

WHEREAS, in accordance with North Carolina General Statute § 20-187.2, the Governing Board of a law enforcement agency shall award a retiring law enforcement member his or her badge and may, in its discretion, award the member's service firearm; and

WHEREAS, Chief Benson Hoyle has made an official request to be awarded his service firearm upon his retirement; and

WHEREAS, The Town of Huntersville Board of Commissioners (the "Board of Commissioners") has determined that Chief Hoyle is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law; and

WHEREAS, the Board of Commissioners desires to honor Chief Hoyle for his service to the Town as a law enforcement member by awarding him his service firearm, a Glock Model 22, Serial Number BZMK200, for the price of \$1.00.

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board of Commissioners has determined that Chief Hoyle is not ineligible to own, possess, or receive a firearm under the provisions of State or federal law.
2. Pursuant to G.S. § 20-187.2(a), the Board of Commissioners hereby awards Chief Hoyle his service firearm, a Glock Model 22, Serial Number BZMK200, for the price of \$1.00.
3. The Town Manager and Town Attorney are hereby authorized to take necessary actions and to execute such documents as may be necessary to complete this Resolution.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this the ____ day of _____ 2023.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

Approved as to Form:

Town Attorney

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Jackie Huffman, Deputy Town Manager

Date: May 15, 2023

Subject: Law Enforcement Services Interlocal Agreement Renewal

EXPLAIN REQUEST:

Authorization is needed to allow the Town Manager to sign a four (4) year renewal of the Law Enforcement Services Interlocal Agreement between Mecklenburg County and the Town of Huntersville at no change in the \$1.4 million annual rate. This agreement was a five (5) year contract from 2018 for the Huntersville Police Department to provide police service to the Huntersville ETJ.

ACTION RECOMMENDED:

Approve renewal of contract.

FINANCIAL IMPLICATIONS:

No Change

ATTACHMENTS:

1. Huntersville LESD JRG EAS 4-11-23

**MECKLENBURG COUNTY
BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING A LAW ENFORCEMENT SERVICES
INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY
AND THE TOWN OF HUNTERSVILLE**

This Law Enforcement Services Interlocal Agreement ("Agreement") between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF HUNTERSVILLE** (hereinafter the "Town") a municipal corporation organized under the laws of the State of North Carolina is effective as of the first day of July 1, 2023.

WITNESSETH

WHEREAS, in 1993 the City of Charlotte (hereinafter the "City") and Mecklenburg County (hereinafter the "County") entered into an agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("Original Consolidation Agreement") which resulted in the City Police Department and the County Police Department being consolidated on October 1, 1993 as a City department - the Charlotte-Mecklenburg Police Department - having law enforcement jurisdiction throughout the entire unincorporated area of the County; and

WHEREAS, effective July 1, 1996 the City and the County entered into the "Agreement Between the City of Charlotte and Mecklenburg County for the Continued Consolidation of the Charlotte and Mecklenburg County Police Departments" which was terminated effective June 30, 2018 by the Board of County Commissioners at its April 18, 2017 meeting; and

WHEREAS, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town of Huntersville (hereinafter the "Town") and County entered into a five (5) year interlocal agreement entitled "Law Enforcement Services Interlocal Agreement Between Mecklenburg County and the Town of Huntersville", effective July 1, 2018, for the Town to provide law enforcement services by the Huntersville Police Department ("HPD") within a portion of the extraterritorial jurisdiction ("Modified ETJ") areas of the Town (hereinafter "2018 Agreement"); and

WHEREAS, the Town and County now desire to enter into a revised and restated police consolidation agreement, which replaces in its entirety the 2018 Agreement.

NOW, THEREFORE, in consideration of the stated premises and pursuant to the terms and conditions of this Agreement, the County and the Town agree as follows:

1. Purpose of Agreement.

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Huntersville Police Department ("HPD") within the Town's extraterritorial jurisdiction as defined in G.S. 160A-360, but excluding the Duke Energy McGuire Nuclear Plant and surrounding Duke Energy owned area, as shown in Attachment A ("Modified ETJ"), and the financial arrangement between the County and the Town with respect thereto.

2. Police Services

- (a) The County is contracting with the Town to provide law enforcement services within the Town's Modified ETJ. The Modified ETJ as of the date of execution of this Agreement is shown in Attachment A. The Modified ETJ will change from time to time as annexation and de-annexation occurs.
- (b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the Modified ETJ will be established by the Chief of Police of the HPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the HPD's mission to be responsive to those needs.
- (c) The HPD will police the Modified ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- (d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section nine (9).
- (e) The HPD shall submit to the County Manager and Board of County Commissioners written reports, at least on a quarterly basis, to include the following minimum data regarding the Huntersville Modified ETJ:
 - (i) The total number of citizen-generated and officer-initiated calls for service responded to by on-duty HPD officers in the Modified ETJ Areas including total Events, Units, response times from dispatch to arrival, and priority of calls.
 - (ii) The total number of service hours to the Modified ETJ Areas, excluding secondary employment hours not funded with taxes, including citizen-generated and officer-initiated service hours.

- (iii) Number and type of officer-initiated activities across the Modified ETJ Areas.
- (iv) Response Times reporting to address Average Response Time Reduction Goals.
- (v) Traffic Related Incidents in the Modified ETJ Area including traffic stop and traffic accidents with separate count of fatalities and DWIs.
- (vi) Special Operations Division Deployment in the Modified ETJ Areas.
- (vii) Description and number of Community Policing Initiatives, that occur in or in close proximity to the Modified ETJ Areas.
- (viii) Description of non-sensitive special police initiatives, including traffic safety initiatives, that occurred in or in close proximity to the Modified ETJ Areas.

Where feasible, all data reporting within quarterly reports should be disaggregated by demographic data, to include race, ethnicity, age, and gender.

(f) Law Enforcement services to be provided by the Town in the Modified ETJ Areas do not include animal control since the City of Charlotte is contractually obligated to provide animal control service for the entire unincorporated area of Mecklenburg County by the July 1, 2001 "Restated Consolidated Shared Programs Joint Undertaking Agreement" between Mecklenburg County and the City of Charlotte.

(g) Once a year, the HPD Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in each Modified ETJ Area, including explanations for any apparent crime trends, and goals, strategies, and tactics to address and reduce community violence in the ETJ.

3. Personnel

All personal involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. Neither the County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

4. Police Services Funding Formula

- (a) The amount that the County shall pay the Town for police services is set forth

in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.

- (b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the Town one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's Adopted Budget for that fiscal year.

5. Property

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

6. Indemnification and Responsibility for Claims.

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

7. Term of Agreement.

An interlocal agreement must be of "reasonable" duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a four (4) year term beginning on July 1, 2023. Effective at the end of the second fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the third (3rd) or fourth (4th) fiscal year by either the Town or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least seventeen (17) months prior to the July 1 effective date of the termination.

8. Termination of Agreement for Default.

Failure of the County to provide the funds to the Town as required by this Agreement is an event of default which would allow the Town to terminate this Agreement as provided herein.

Failure of the Town to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill, in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to cure the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) daytime limit may be waived by the party giving notice. And

further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

9. Dispute Resolution Process.

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the County and Town Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers, or mediation, may be resolved by arbitration if mutually agreed upon by the Managers. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

10. Amendments.

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Huntersville Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

11. General Provisions

- (a) All terms among the parties concerning the subject matter are contained in this Agreement.
- (b) Waiver of a term does not affect the right of a party to terminate this Agreement.
- (c) The parties agree that they are not made agents of each other by this Agreement.
- (d) The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Huntersville Board of Commissioners.

MECKLENBURG COUNTY

County Manager

Approved as to form

County Attorney

NO PREAUDIT REQUIRED

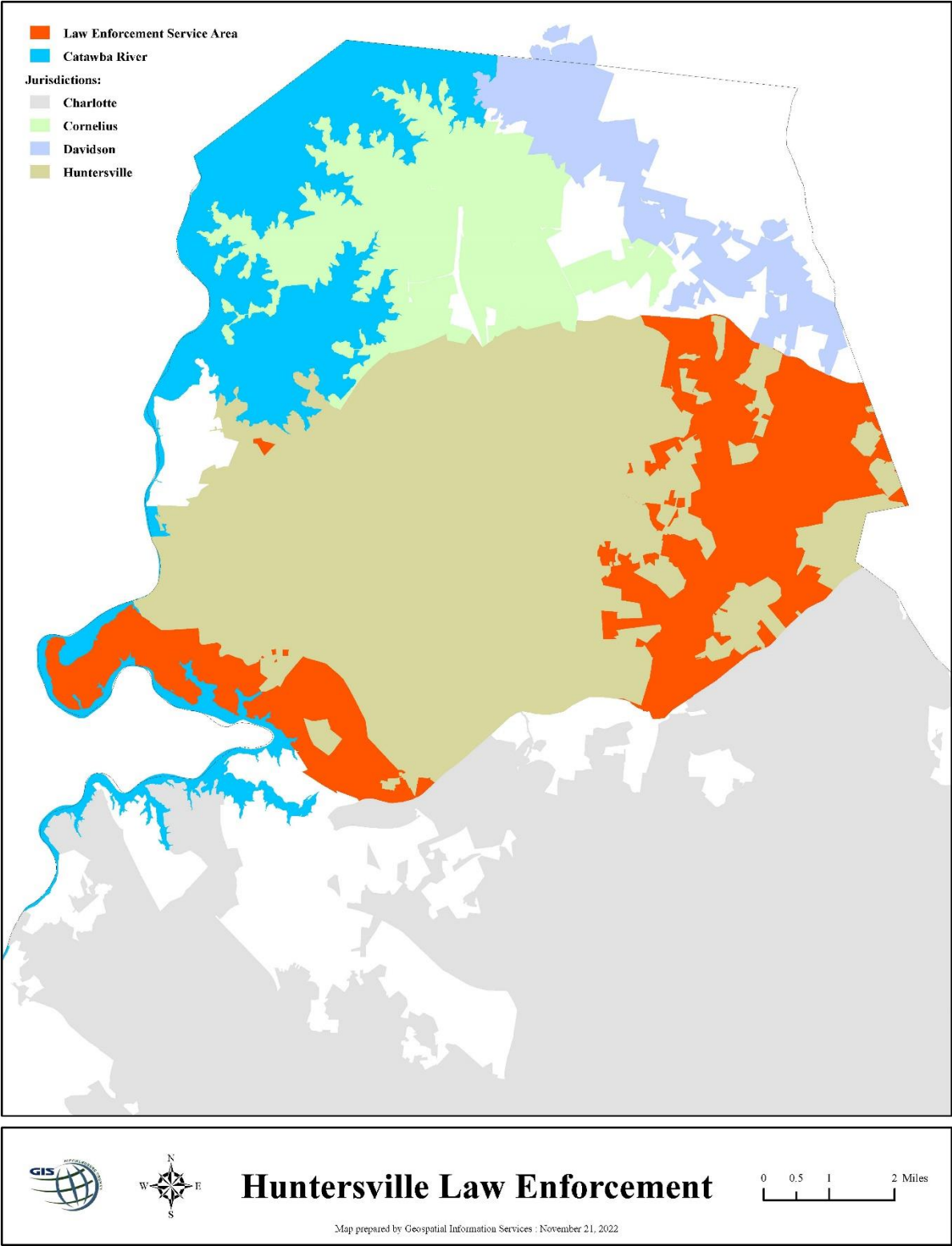
County Director of Finance

TOWN OF HUNTERSVILLE

Approved as to form

Town Attorney

ATTACHMENT A
Modified ETJ Map



ATTACHMENT B

Police Services Funding Formula

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the Modified ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the Modified ETJ will not be interpreted in that manner.
2. In Fiscal Year 2024, the County will pay the Town of Huntersville \$1,400,000 for furnishing law enforcement services.
3. In Fiscal Year 2025, and beyond, the calculation of the payment will be determined by greater of either:
 - a. adjusting \$1,012,951 (an amount estimated for the current tax-funded cost per service hour) annually by the estimated revenue resulting from the change due to natural growth in the value of taxable property, as determined by the County Assessor for the ETJ;
 - or
 - b. \$1,400,000
4. If any portion of the Modified ETJ is annexed by the Town or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced Modified ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the Modified ETJ.

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Anthony Roberts, Town Manager

Date: May 15, 2023

Subject: 2023 GO Bond Resolution (1 of 2) - Directing Publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds

EXPLAIN REQUEST:

Per bond counsel recommendation, attached is first of two Bond Resolutions necessary to initiate a November 2023 bond referendum. Per Board discussion, these resolutions would begin the process for asking voters to authorize \$50,000,000 in Transportation bonds and \$8,000,000 in Parks and Recreation bonds.

This first resolution directs the publication of notice of intention to apply to the Local Government Commission for Approval of Bonds.

ACTION RECOMMENDED:

Approve 2023 GO Bond Resolution 1 of 2

FINANCIAL IMPLICATIONS:

No financial impact

ATTACHMENTS:

1. R-2023-26 Town of Huntersville - draft of first two actions for 2023 GO Referendum (004)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE,
NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO
APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

WHEREAS, the Board of Commissioners (the “*Board*”) of the Town of Huntersville, North Carolina (the “*Town*”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amounts:

\$50,000,000 of bonds to provide funds to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing;

\$8,000,000 of bonds to provide funds to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the Town Clerk is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the Town.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Adopted this 15th day of May, 2023.

STATE OF NORTH CAROLINA)
) SS:
TOWN OF HUNTERSVILLE)

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution titled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**” adopted by the Board of Commissioners of the Town of Huntersville, North Carolina at a regular meeting convened on the 15th day of May, 2023, as recorded in the minutes of the Board of Commissioners of the Town of Huntersville, North Carolina.

WITNESS my hand and the seal of the Town of Huntersville, North Carolina, this the __ day of _____, 2023.

(SEAL)

Janet Pierson, Town Clerk
Town of Huntersville, North Carolina

**NOTICE OF INTENTION TO APPLY TO THE
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

NOTICE IS HEREBY GIVEN of intention of the Town of Huntersville, North Carolina to file application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the Town of Huntersville, North Carolina which shall be for the following purposes and in the following maximum amounts:

\$50,000,000 of bonds to provide funds to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing;

\$8,000,000 of bonds to provide funds to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary.

Any citizen or taxpayer of the Town of Huntersville, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Secretary, and with the Board of Commissioners of the Town of Huntersville, North Carolina, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

TOWN OF HUNTERSVILLE, NORTH CAROLINA

/s/ Janet Pierson

Town Clerk

Town of Huntersville, North Carolina

**Town of Huntersville
Town Board
May 15, 2023**

To: Town Board

From: Anthony Roberts, Town Manager

Date: May 15, 2023

Subject: 2023 GO Bond Resolution (2 of 2) - Certain Statements of Fact Concerning Proposed Bond Issue and Authorizing the Application to the Local Government Commission

EXPLAIN REQUEST:

Per bond counsel recommendation, attached is second of two Bond Resolutions necessary to initiate a November 2023 bond referendum. Per Board discussion, these resolutions would begin the process for asking voters to authorize \$50,000,000 in Transportation bonds and \$8,000,000 in Parks and Recreation bonds.

This second resolution makes Certain Statements of Fact Concerning Proposed Bond Issue and Authorizing the Application to the Local Government Commission.

ACTION RECOMMENDED:

Approve 2023 GO Bond Resolution 2 of 2

FINANCIAL IMPLICATIONS:

No financial impact

ATTACHMENTS:

1. R-2023-27 Town of Huntersville - draft of first two actions for 2023 GO Referendum (004)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE,
NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO
APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

WHEREAS, the Board of Commissioners (the “*Board*”) of the Town of Huntersville, North Carolina (the “*Town*”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amounts:

\$50,000,000 of bonds to provide funds to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing;

\$8,000,000 of bonds to provide funds to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the Town Clerk is hereby directed to cause a copy of the “NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS” to be published in a newspaper of general circulation in the Town.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Adopted this 15th day of May, 2023.

STATE OF NORTH CAROLINA)
)
TOWN OF HUNTERSVILLE) ss:

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution titled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**” adopted by the Board of Commissioners of the Town of Huntersville, North Carolina at a regular meeting convened on the 15th day of May, 2023, as recorded in the minutes of the Board of Commissioners of the Town of Huntersville, North Carolina.

WITNESS my hand and the seal of the Town of Huntersville, North Carolina, this the ___ day of _____, 2023.

(SEAL)

Janet Pierson, Town Clerk
Town of Huntersville, North Carolina

**NOTICE OF INTENTION TO APPLY TO THE
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**

NOTICE IS HEREBY GIVEN of intention of the Town of Huntersville, North Carolina to file application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the Town of Huntersville, North Carolina which shall be for the following purposes and in the following maximum amounts:

\$50,000,000 of bonds to provide funds to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing;

\$8,000,000 of bonds to provide funds to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary.

Any citizen or taxpayer of the Town of Huntersville, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Secretary, and with the Board of Commissioners of the Town of Huntersville, North Carolina, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

TOWN OF HUNTERSVILLE, NORTH CAROLINA

/s/ Janet Pierson

Town Clerk

Town of Huntersville, North Carolina

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE,
NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING
PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL
GOVERNMENT COMMISSION**

WHEREAS, the Board of Commissioners (the “*Board of Commissioners*”) of the Town of Huntersville, North Carolina (the “*Town*”) is considering the issuance of general obligation bonds of the Town which shall be for the following purposes and in the following maximum amounts:

\$50,000,000 of bonds to provide funds to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing;

\$8,000,000 of bonds to provide funds to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary.

WHEREAS, certain findings of fact by the Board of Commissioners must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 of the North Carolina General Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, meeting in open session on the 15th day of May, 2023, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient (1) to pay the capital costs of constructing, reconstructing, enlarging, extending and improving streets and non-motorized paths, including streets and roads constituting a part of the State highway system or otherwise the responsibility of the State and including, without limitation, the cost of related studies, streetscape and pedestrian improvements, relocation of utilities, plans and design, acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading or improving streets, roads and intersections, and acquiring, constructing, reconstructing or improving sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers, and acquiring land, rights-of way and easements required for any of the foregoing, and (2) to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including, without limitation, the expansion of the Town recreation

center, renovating and expansion of existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Family Fitness & Aquatics facility, developing parkland, greenways and trails, and acquiring land, rights of-way and easements for park and recreation uses, if necessary.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed projects have been carefully analyzed and determined by persons knowledgeable about the projects.

C. ***Past Debt Management Procedures and Policies.*** The Town's debt management procedures and policies are good and have been carried out in compliance with law. The Town employs a Finance Officer to oversee compliance with applicable laws relating to debt management. The Board of Commissioners requires annual audits of Town finances. In connection with these audits, compliance with laws is reviewed. The Town is not in default in any of its debt service obligations. The Town Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The Town's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the Board of Commissioners before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the Board of Commissioners at regular Board of Commissioners meetings. The Finance Officer presents financial information to the Board of Commissioners which shows budget to actual comparisons annually and otherwise as the Town Manager deems necessary or as a member of the Board of Commissioners may request.

E. ***Increase in Taxes; Retirement of Debt.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the adoption of the bond orders.

F. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

G. ***Estimated Interest.*** The assumptions to be used by the Town's Finance Officer in preparing the statement of estimated interest to be filed with the Town Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina are reasonable.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby authorizes and directs the Town Manager and the Finance Officer of the Town, individually and collectively, to file with the Local Government Commission an application for its approval of General Obligation Transportation Bonds and General Obligation Parks and Recreation Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the Town's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the Town and (2) to state in such application such facts and to attach thereto such exhibits in regard to such of General Obligation Transportation Bonds and General Obligation Parks and Recreation Bonds and to the Town and its financial condition, as may be required by said Commission.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

Adopted this 15th day of May, 2023.

STATE OF NORTH CAROLINA)
) SS:
TOWN OF HUNTERSVILLE)

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution titled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**” adopted by the Board of Commissioners of the Town of Huntersville, North Carolina at a regular meeting convened on the 15th day of May, 2023, as recorded in the minutes of the Board of Commissioners of the Town of Huntersville, North Carolina.

WITNESS my hand and the seal of the Town of Huntersville, North Carolina, this the __ day of _____, 2023.

(SEAL)

Janet Pierson, Town Clerk
Town of Huntersville, North Carolina