

**TOWN OF HUNTERSVILLE  
TOWN BOARD MEETING  
MINUTES**

**April 17, 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-expected 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

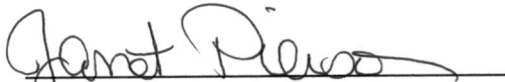
- Will not be in attendance at the May 1 meeting due to a work commitment.
- Consider supporting local non-profits.

Mayor Bales

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

There being no further business, the meeting was adjourned.

Approved this the 15<sup>th</sup> day of May 2023.



Janet Pierson, Town Clerk

**DRAFT**

# 2023 Potential Bond Referendum

April 17, 2023

Exhibit No. 1





# 2012 Bonds – 3 Questions

## **Street Bonds - \$17,850,000**

“SHALL the order authorizing \$17,850,000 of bonds secured by the pledge of the full faith and credit of the Town of Huntersville, North Carolina 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 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; 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 a tax to be levied for the payment thereof be approved?”

## **Public Improvement Bonds - \$7,150,000**

“SHALL the order authorizing \$7,150,000 of bonds secured by the pledge of the full faith and credit of the Town of Huntersville, North Carolina to provide funds to pay the capital costs of public improvements in the Town, including the construction of firefighting facilities, improvements to existing administration and public safety facilities and the construction of streetscape and pedestrian improvements, sidewalks, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings, lighting and traffic controls, signals and markers; and acquiring land, rights-of-way and easements required for any of the foregoing, and a tax to be levied for the payment thereof be approved?”

## **Parks and Recreation Bonds - \$5,000,000**

“SHALL the order authorizing \$5,000,000 of bonds secured by the pledge of the full faith and credit of the Town of Huntersville, North Carolina to provide funds to pay the capital costs of acquiring and constructing parks and recreation facilities and athletic fields, including the construction of a Town recreation center; renovating existing parks and recreation facilities and athletic fields, including improvements to the Huntersville Market and 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, and a tax to be levied for the payment thereof be approved?”

**DRAFT**

# November 2023 GO Bonds (Calendar)

5/15/23 Board of Commissioners adopts (1) Resolution directing publication of notice of intent to apply to the Local Government Commission (the “LGC”); (2) Resolution authorizing the Finance Officer to apply to the LGC and making certain findings of fact by 5/19/23 Publish Notice of Intent in *Newspaper of General Circulation*

5/30/23 File Application with LGC and prepare Sworn Statement of Debt

6/20/23 Board of Commissioners (1) Introduces the Bond Order(s); (2) adopts the Resolution setting a public hearing on the Bond Order(s)

by 7/11/23 (1) Send Statement of Disclosure to LGC, post Statement on the Town’s Website and file with the Town Clerk’s Office (day before the notice of Public Hearing is published); (2) Publish Notice(s) of Public Hearing on the Bond Order(s) in *Newspaper of General Circulation* [at least 6 days before public hearing]; and (3) File Sworn Statement of Debt with the Town Clerk and LGC

7/17/23 Board of Commissioners (1) holds public hearing(s) on Bond Order(s); (2) adopts the Bond Order(s) at the conclusion of the public hearing; and (3) adopts the Resolution setting a Special Bond Referendum

## November 2023 GO Bonds (Calendar - continued)

7/18/23 Clerk delivers certified copy of the Resolution setting a Special Bond Referendum to the County Board of Elections

7/21/23 Publish Bond Order(s) as adopted in Newspaper of General Circulation by 7/[21]/23 File Notice with Joint Legislative Commission [not needed for certain types of projects]

9/[5]/23 LGC approval of Bond Order(s) [or LGC might do this in October] by 9/29/23 Publish first Notice of Special Bond Referendum in Newspaper of General Circulation by 10/6/23 Publish second Notice of Special Bond Referendum in Newspaper of General Circulation

11/7/23 Referendum

11/17/23 Adoption of Certificate of Canvass by the County Board of Elections

12/4/23 Board of Commissioners adopts Resolution Certifying and Declaring Results of Special Bond Referendum

# Bond History

## 2003 Referendum

|    | Par        | Type               | % in Favor | Sold          | Never Issued |
|----|------------|--------------------|------------|---------------|--------------|
| \$ | 8,500,000  | Street Bonds       | 77%        | \$ 8,500,000  | \$ -         |
| \$ | 5,500,000  | Public Improvement | 70%        | \$ 4,500,000  | \$ 1,000,000 |
| \$ | 6,000,000  | Parks & Recreation | 69%        | \$ 6,000,000  | \$ -         |
| \$ | 20,000,000 | Total bonds        |            | \$ 19,000,000 | \$ 1,000,000 |

<https://www.mecknc.gov/BOE/data/Documents/general03-summary.pdf>

## 2012 Referendum

|    | Par        | Type               | % in Favor |
|----|------------|--------------------|------------|
| \$ | 17,850,000 | Street Bonds       | 68%        |
| \$ | 7,150,000  | Public Improvement | 68%        |
| \$ | 5,000,000  | Parks & Recreation | 66%        |
| \$ | 30,000,000 |                    |            |

**All \$30 million authorized  
were issued by Feb 2020.**

[https://er.ncsbe.gov/?election\\_dt=11/06/2012&county\\_id=60&office=REF&contest=0](https://er.ncsbe.gov/?election_dt=11/06/2012&county_id=60&office=REF&contest=0)

# Debt Capacity and Debt Affordability Analysis

- Sept 2022 Financial Advisor report:

- \$94,800,000 in debt would result in appx 5.5 cent tax increase, incrementally as bonds are issued
  - Assumes issue appx \$65 million in 2024
  - \$8 million 2026
  - \$21 million in 2029

**NOTE** – Scenarios from FA are applicable regardless of what the tax rate is at the time of debt. *No guarantee of that increase over life of bonds.*

- March 2023 Financial Advisor analysis with *new* revaluation numbers:

- \$100,000,000 debt would result in approx. 2.8 cent tax increase
- \$152,000,000 in debt would result in approx. 4.2 cent tax increase, also incrementally
  - Assumes issue appx \$30 million in FY 2024 (Town Hall), plus \$35 Million GO in FY 2024
  - \$35 million in FY 28
- A 5 cent tax increase could result in \$200 million debt proceeds

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# How Much Debt to Issue? / Potential Projects

**Town Hall**

\$30 million

**Parks & Recreation Bonds**

***(Sum approx. \$18,650,000)***

|                                  |                      |
|----------------------------------|----------------------|
| • The Park Huntersville Greenway | \$1,350,000          |
| • Waymer Splash Pad              | \$1,000,000          |
| • Recreation Center Expansion    | \$6,500,000          |
| • Bradford Park Expansion        | \$8,800,000          |
| • Park Land Acquisition          | \$1,000,000          |
| <hr/>                            |                      |
| • Other P&R Projects             | \$4,320,000 (Future) |

## How Much Debt to Issue? / Potential Projects

### **Transportation Bonds**      *(Sum approx. \$60,000,000)*

|                         |             |                         |              |
|-------------------------|-------------|-------------------------|--------------|
| • Beatties Ford/McCoy   | \$1,200,000 | • Beatties Ford/Neck Rd | \$2,600,000  |
| • Seagle – McCord to 73 | \$750,000   | • Walters-HC-Third St   | \$3,500,000  |
| • Commerce Centre       | \$500,000   | • Huntersville Concord  | \$3,000,000  |
| • Ferrelltown Parkway   | \$4,000,000 | • O Hager/E Cook        | \$16,400,000 |
| • Church St Dellwood    | \$2,500,000 | • NC 73 Cost share      | \$4,500,000  |
| • NC 115 McCord to 73   | \$8,550,000 | • Others Transp. Proj.  | \$17,700,000 |
| • Stumptown Rd          | \$9,100,000 |                         | (Future)     |
| • McCoy @Hambright      | \$1,650,000 |                         |              |
| • McCoy @ McIlwaine     | \$1,000,000 |                         |              |

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**PROJECTED CAPITAL IMPROVEMENT PROGRAM  
FY 2024  
SUMMARY**

| <b>Project</b>                           | <b>Funded<br/>Prior Years</b> | <b>Cost<br/>Estimate<br/>FY24</b> | <b>FY25</b> | <b>FY 26</b> | <b>FY 27</b> | <b>FY 28</b> | <b>Future</b> | <b>TOTAL</b> |
|------------------------------------------|-------------------------------|-----------------------------------|-------------|--------------|--------------|--------------|---------------|--------------|
|                                          |                               |                                   |             |              |              |              |               | -            |
| Gilead Rd West                           | 6,072,766                     | 920,000                           | 1,462,000   | 3,916,734    | 5,445,000    | -            | -             | 17,816,500   |
| Main Street Upgrades                     | 23,126,877                    | 4,340,000                         | -           | -            | -            | -            | -             | 27,466,877   |
| Ferrelltown Parkway/Ramah Road           | 1,142,500                     | 2,657,500                         | 1,300,000   | -            | -            | -            | -             | 5,100,000    |
| Sidewalks                                | 151,795                       | 685,000                           |             | -            | -            | -            | -             | 836,795      |
| Seagle - McCord to NC 73                 | 1,000,000                     | 750,000                           |             | -            | -            | -            | -             | 1,750,000    |
| Huntington Green Sidewalk                | 1,389,961                     | 1,473,039                         |             | -            | -            | -            | -             | 2,863,000    |
| Church Street - Holbrooks Rd to Dellwood | 870,000                       | 1,880,000                         | 650,000     | -            | -            | -            | -             | 3,400,000    |
| Beatties Ford Rd/Gilead Rd               | 1,524,532                     | 1,175,468                         |             | -            | -            | -            | -             | 2,700,000    |
| The Park Huntersville Greenway           | 280,000                       | 515,200                           |             | -            | 2,696,850    | -            | -             | 3,492,050    |
| Town Hall                                | 3,242,400                     | 26,000,000                        | -           | -            | -            | -            | -             | 29,242,400   |
| Beatties Ford Rd/McCoy Rd                | 1,520,661                     | 1,179,339                         |             | -            | -            | -            | -             | 2,700,000    |
| North Meck Park Greenway                 | 100,000                       | 1,800,000                         | -           | -            | -            | -            | -             | 1,900,000    |
| Beatties Ford Rd/Hambright               | 1,006,542                     | 1,143,458                         |             | -            | -            | -            | -             | 2,150,000    |
| Stumptown Road Extension                 | 1,409,058                     | -                                 | 3,330,000   | -            | 10,931,042   | -            | -             | 15,670,100   |
| Arahova Drive                            | 1,300,000                     | -                                 | 200,000     | -            | -            | -            | -             | 1,500,000    |
| Commerce Centre Drive                    | 1,000,000                     | -                                 | 500,000     | -            | -            | -            | -             | 1,500,000    |
| Firestation #5                           | 350,000                       | -                                 | -           | -            | -            | -            | 2,800,000     | 3,150,000    |
| Reese Blvd at Vanstoy Drive              | -                             | 300,000                           | -           | -            | -            | -            | -             | 300,000      |
| Rosedale Nature Park Greenway Connection | -                             | 125,000                           | -           | -            | -            | -            | -             | 125,000      |
| NC115 - McCord to NC73                   | -                             | -                                 | 2,562,000   | -            | -            | 5,980,000    | -             | 8,542,000    |
| US 21/Gilead - Mast arms                 | -                             | -                                 | 850,000     | -            | -            | -            | -             | 850,000      |
| Waymer Park Splash pad                   | -                             | -                                 | 1,000,000   | -            | -            | -            | -             | 1,000,000    |
| NCDOT - Northcross Drive Ext             | -                             | -                                 | 250,000     | -            | -            | -            | -             | 250,000      |
| I77-NC 73 Interchange Cost Sharing       | -                             | -                                 | -           | 1,000,000    | -            | -            | -             | 1,000,000    |
| US 21 Cost Share on NCDOT TIP projects   | -                             | -                                 | -           | 1,000,000    | -            | -            | -             | 1,000,000    |
| HAP Amphitheater                         | -                             | -                                 | -           | 450,000      | -            | -            | -             | 450,000      |
| Firestation #2 replacement               | 300,000                       | -                                 | -           | 5,600,000    | -            | -            | -             | 5,900,000    |
| McCoy @ Hambright                        | 450,000                       | -                                 | -           | -            | -            | 1,650,000    | -             | 2,100,000    |
| McCoy @ McIlwaine                        | 300,000                       | -                                 | -           | -            | -            | 1,000,000    | -             | 1,300,000    |
| Bradford Park Phase 3                    | -                             | -                                 | -           | -            | -            | 8,800,000    | -             | 8,800,000    |
| Recreation Center - Expansion            | -                             | -                                 | -           | -            | -            | 6,500,000    | -             | 6,500,000    |
| NC 73 cost share NC DOT TIP projects     | -                             | -                                 | -           | -            | -            | 4,500,000    | -             | 4,500,000    |
| Park land acquisition                    | -                             | -                                 | -           | -            | -            | 1,000,000    | 1,000,000     | 2,000,000    |
| US 21 Greenway/Tunnel                    | -                             | -                                 | -           | -            | -            | 650,000      | -             | 650,000      |
| Ervin Cook Rd Extension                  | -                             | -                                 | -           | -            | -            | -            | 8,200,000     | 8,200,000    |
| Birkdale Commons Ext - Oliver Hager      | -                             | -                                 | -           | -            | -            | -            | 8,200,000     | 8,200,000    |
| Beatties Ford / Neck Road                | -                             | -                                 | -           | -            | -            | -            | 2,600,000     | 2,600,000    |
| Huntersville Concord Road                | -                             | -                                 | -           | -            | -            | -            | 3,000,000     | 3,000,000    |
| Walters (Huntersville Concord - 3rd)     | 110,919                       | -                                 | -           | -            | -            | -            | 3,510,919     | 3,621,838    |



**PROJECTED CAPITAL IMPROVEMENT PROGRAM  
FY 2024  
SUMMARY**

| <b>Project</b>                                                                                                             | <b>Funded<br/>Prior Years</b> | <b>Cost<br/>Estimate<br/>FY24</b> | <b>FY25</b> | <b>FY 26</b> | <b>FY 27</b> | <b>FY 28</b> | <b>Future</b> | <b>TOTAL</b>       |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------|-------------|--------------|--------------|--------------|---------------|--------------------|
| Upgrade existing Ervin Cook Rd                                                                                             | -                             | -                                 | -           | -            | -            | -            | 7,200,000     | 7,200,000          |
| Hambright @ Mt Holly Huntersville                                                                                          | -                             | -                                 | -           | -            | -            | -            | 3,200,000     | 3,200,000          |
| Church Street - Realignment to Walters                                                                                     | -                             | -                                 | -           | -            | -            | -            | 3,400,000     | 3,400,000          |
| Holbrooks Rd between 115 and Central                                                                                       | -                             | -                                 | -           | -            | -            | -            | 2,400,000     | 2,400,000          |
| Holbrook Park expansion                                                                                                    | -                             | -                                 | -           | -            | -            | -            | 2,120,000     | 2,120,000          |
| David Kenney Farm Connection                                                                                               | 506,887                       | -                                 | -           | -            | -            | -            | 1,493,113     | 2,000,000          |
| NMP field project                                                                                                          | 300,000                       | -                                 | -           | -            | -            | -            | 2,200,000     | 2,500,000          |
| Vance Road                                                                                                                 | 2,518,071                     | -                                 | -           | -            | -            | -            | -             | 2,518,071          |
| Lower McDowell Creek Greenway                                                                                              | 1,800,000                     | -                                 | -           | -            | -            | -            | -             | 1,800,000          |
| Ranson Rd widening                                                                                                         | 1,600,000                     | -                                 | -           | -            | -            | -            | -             | 1,600,000          |
| HAP Baseball Field lighting upgrade                                                                                        | 1,100,000                     | -                                 | -           | -            | -            | -            | -             | 1,100,000          |
| Storage and Maintenance facility                                                                                           | 300,000                       | -                                 | -           | -            | -            | -            | -             | 300,000            |
| South Prong Clarke Creek Greenway                                                                                          | 1,500,000                     | -                                 | -           | -            | -            | -            | -             | 1,500,000          |
| Patterson Road Extension                                                                                                   | 2,750,000                     | -                                 | -           | -            | -            | -            | -             | 2,750,000          |
| Barry Park Restroom Addition & Parking lot                                                                                 | 1,350,000                     | -                                 | -           | -            | -            | -            | -             | 1,350,000          |
| HAP Infield turf (2 new and 2 replace)                                                                                     | 750,000                       | -                                 | -           | -            | -            | -            | -             | 750,000            |
| Waymer Park Improvements                                                                                                   | 350,000                       | -                                 | -           | -            | -            | -            | -             | 350,000            |
| Seagle St/4th Street                                                                                                       | 1,500,000                     | -                                 | -           | -            | -            | -            | -             | 1,500,000          |
| Abernathy Park improvements                                                                                                | 200,000                       | -                                 | -           | -            | -            | -            | -             | 200,000            |
| Gibson Park Drive Phase 2                                                                                                  | 900,000                       | -                                 | -           | -            | -            | -            | -             | 900,000            |
| North Meck Splash Pad                                                                                                      | 425,000                       | -                                 | -           | -            | -            | -            | -             | 425,000            |
| <b>\$ 64,497,969    \$ 44,944,004    \$ 12,104,000    \$ 11,966,734    \$ 19,072,892    \$ 30,080,000    \$ 51,324,032</b> |                               |                                   |             |              |              |              |               | <b>233,989,631</b> |

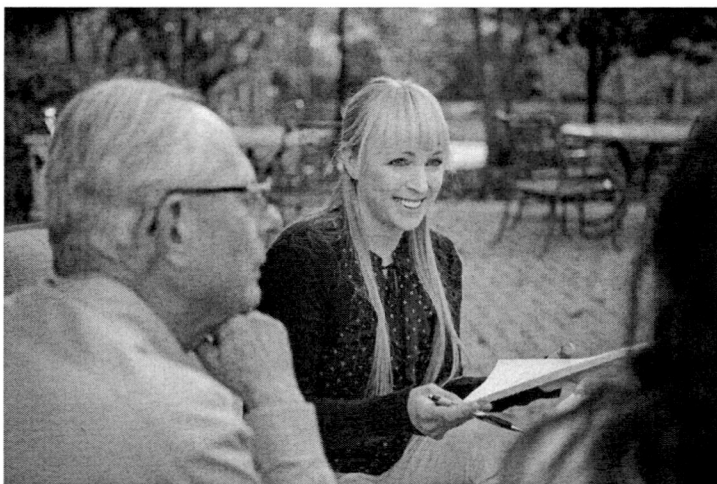
|                                 |           |            |            |            |            |            |            |             |
|---------------------------------|-----------|------------|------------|------------|------------|------------|------------|-------------|
| Transportation Capital Reserve  |           | 2,256,326  | -          | -          | -          | -          | -          | 2,256,326   |
| General Fund Balance/Tourism    | 7,669,131 | 8,567,333  | 3,440,000  | 2,891,734  | 7,507,042  | 650,000    | -          | 30,725,240  |
| BA/DA Funding/CRTPO/CDBG (HG)   |           | 1,033,306  | 2,652,000  | 3,475,000  | 8,869,000  | -          | -          | 16,029,306  |
| CRTPO - Park/Rec                |           | 257,600    |            |            | 1,348,425  | -          | -          | 1,606,025   |
| Transportation Referendum       |           | 6,466,839  | 5,012,000  | -          | -          | 13,130,000 | 25,510,919 | 50,119,758  |
| Parks and Recreation Referendum |           | -          | 1,000,000  | -          | 1,348,425  | 16,300,000 | -          | 18,648,425  |
| Installment Financing           |           | 26,000,000 | -          | 5,600,000  | -          | -          | -          | 31,600,000  |
| Escrow                          |           | 362,600    |            |            |            |            |            | 362,600     |
| Other                           |           |            | -          | -          | -          |            | 25,813,113 | 25,813,113  |
|                                 | 7,669,131 | 44,944,004 | 12,104,000 | 11,966,734 | 19,072,892 | 30,080,000 | 51,324,032 | 177,160,793 |
|                                 | \$        | -          | \$         | -          | \$         | -          | \$         | -           |



# Resolution Proposal: Support Climate Fee and Dividend

*Huntersville Climate Team*

Exhibit No. 2



# Citizens Climate Lobby Huntersville Team

## Kendyl Brown

Climate Science  
Student

Born and raised in  
Huntersville

## Don Gordon

Christian  
Minister

Author

Investor

## Rich Sampson

Ingersoll-Rand

Small business  
owner

23 year resident

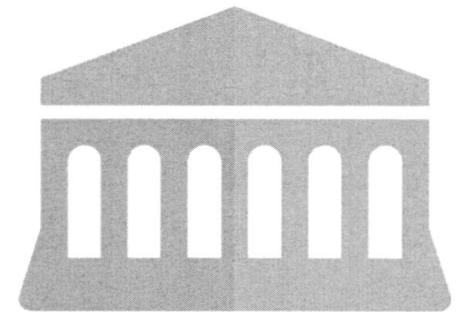
## Mary Ann Sprung

Career RN

Concerned  
mother and  
grandmother

# **We are asking for your action**

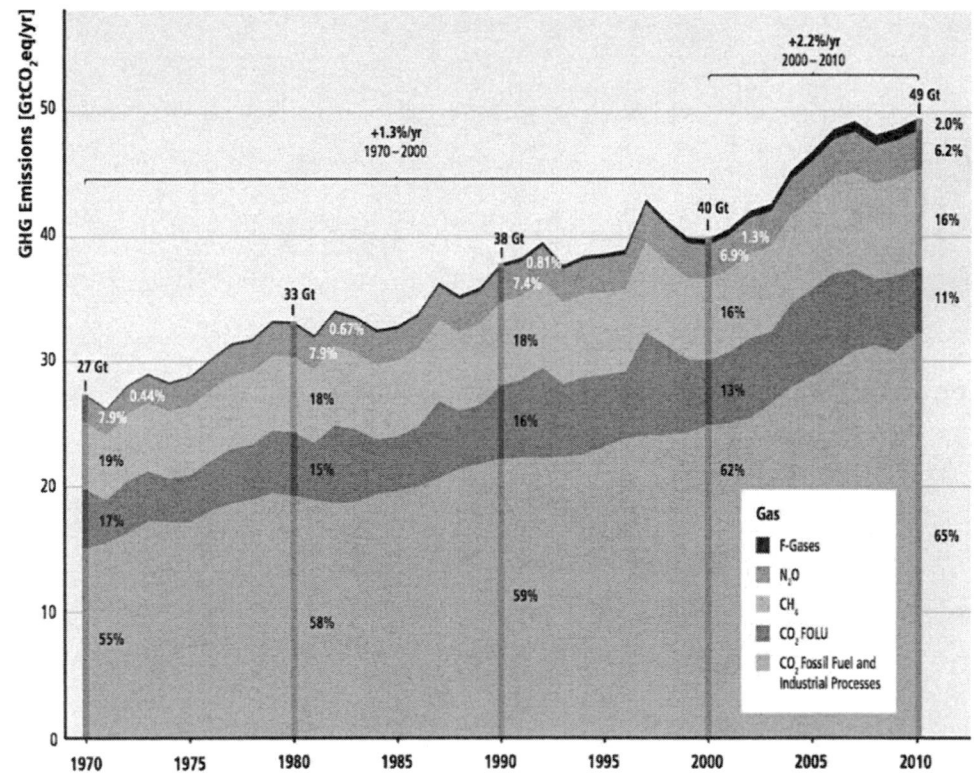
Resolution to urge Congress to pass a  
Federal Carbon Fee and Dividend Act Into  
Law



# This is an existential crisis

Increased CO<sub>2</sub> in the atmosphere

- Warmer average air and sea temperatures
- Melting glaciers
- Higher average sea levels and warmer air and water temperatures



IPCC 2013

Greenhouse gas emissions from 1970 - 2010.

# Cost of inaction

## **IPCC 2023 Report:**

Some effects of higher temperatures cannot be reversed.

In 2022 alone

- *\$165 billion structural damages*
- *More than 500 Americans have died*



# Impact on North Carolina

**Greater and more frequent flooding due to sea level rise**

**More violent hurricanes due to warmer weather**

- the Outerbanks and our coastal areas at very low elevation
- importance of our coastal vacation industry
- costly beach nourishment projects are temporary solutions
- four homes in Rodanthe collapsed in the past year

# Time is running out

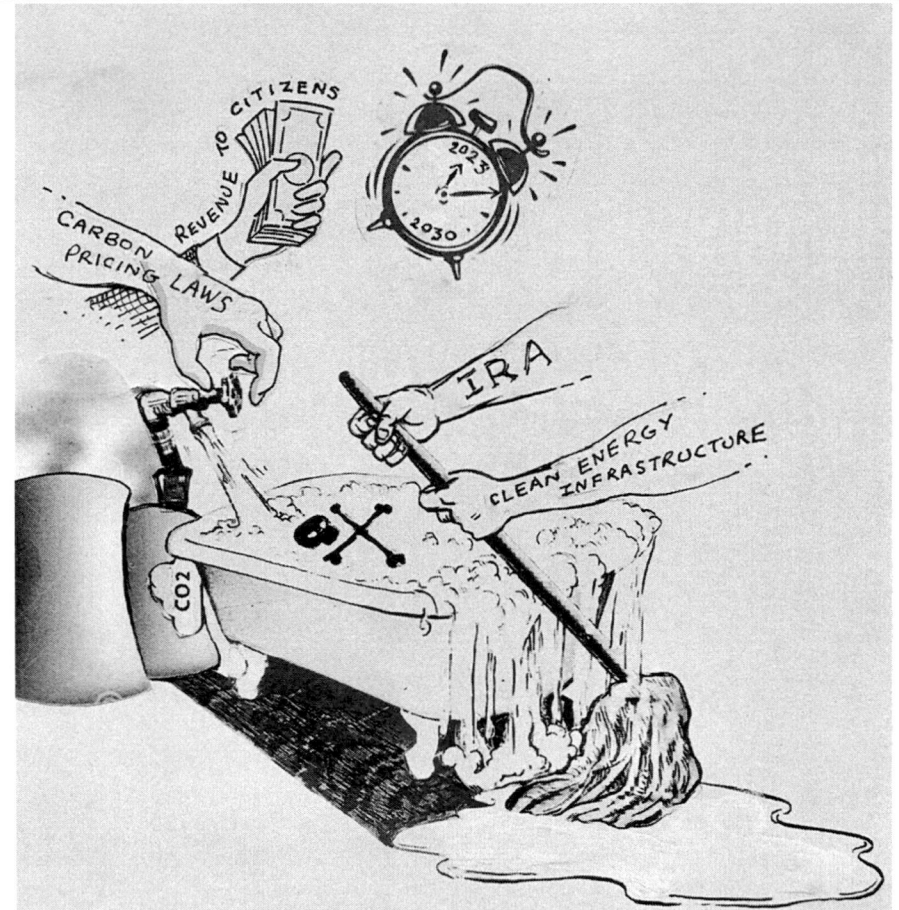
IPCC: We have six years to act

Send a strong message to Congress for  
legislation:

- equitable
- economically sound
- fast-acting

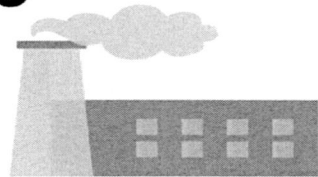
# Urgent action is needed

- Act quickly
- Reduce the release of CO<sub>2</sub>
- Funds are available

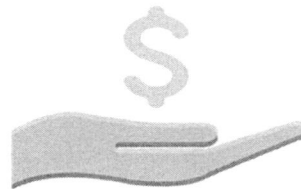


# Carbon Fee and Dividend

## U • How it works



Charge a fee on  
fossil fuels at the  
source  
(mine, well, or port)



Return 100% of net  
revenue to  
households as a  
dividend



Carbon  
Border  
Adjustment

Equitable, economically sound, market-based, fastest

# Bipartisan support

- Uses free market forces
- Moves the market away from the use of carbon fuels
- Returns all fees equally to citizens to offset higher prices

*“ The 4th National Climate Assessment report serves as a glaring reminder of the long-term risks of climate change. Both parties need to work together to deploy an innovative, market-driven strategy to combat the impacts of climate change. ”*

**Senator Thom Tillis**

<https://www.tillis.senate.gov/climate-change>

# **NC Municipalities with Carbon Fee and Dividend Resolutions**

Apex  
Asheville  
Boone  
Carrboro  
Chapel Hill  
Durham

Greensboro  
Knightdale  
Pittsboro  
Sylva  
Winston - Salem



# Warning

“Unless the world effectively slashes emissions, humanity is facing collective suicide.”

UN Secretary-General, Guterres

# **Thank You!**

---

## **Your questions?**

**[www.citizensclimatelobby.org](http://www.citizensclimatelobby.org)**

# Energy Innovation AND Carbon Dividend Act

## AMERICA'S CLIMATE SOLUTION

H.R. 2307

A carbon price is the single most powerful tool available to reduce America's carbon pollution. The Energy Innovation Act puts a fee on carbon pollution, creating a level playing field for clean energy. The money collected from fossil fuel companies goes to Americans in the form of a monthly 'carbon cash back' payment so that everyone can afford the transition.



### **Net Zero by 2050**

This policy will reduce America's carbon pollution 50% by 2030, putting us on track to reach net zero by 2050.



### **Affordable Clean Energy**

With this policy, the government makes fossil fuels more expensive, and businesses compete to provide clean energy solutions. The resulting innovation will reduce our pollution fast and efficiently, leading to plenty of reliable and affordable clean energy for our modern lives.



### **Saves Lives**

This policy will improve health and save 4.5 million American lives over the next 50 years by reducing pollution Americans breathe. Poor air quality is responsible for the deaths of as many as 1 in 10 Americans today, and sickens thousands more.



### **Puts Money In Your Pocket**

This policy is affordable for ordinary Americans because it puts money in your pocket. The money collected from the fee is given as a monthly dividend, or 'carbon cash back' payment to every American to spend with no restrictions. Most low and middle income Americans will come out financially ahead or break even.

Sources for statistics available at: [energyinnovationact.org/data-sources](https://energyinnovationact.org/data-sources)

## How it Works



### **Carbon Fee**

This policy puts a fee on fossil fuels like coal, oil, and gas. It starts low, and grows over time.



### **Carbon Dividend**

The money collected from the carbon fee is allocated in equal shares every month to the American people to spend as they see fit.



### **Border Carbon Adjustment**

To protect U.S. manufacturers and jobs, imported goods will pay a border carbon adjustment, and goods exported from the United States will receive a refund under this policy.

## See Sponsors List & Learn More

Go to [energyinnovationact.org](http://energyinnovationact.org) to learn more about the Energy Innovation & Carbon Dividend Act.

## Support the Bill

Go to [cclusa.org/energy-innovation-act](http://cclusa.org/energy-innovation-act) to contact your Congressional Representative.

**RESOLUTION NO. XXX**

**RESOLUTION OF CITY GOVERNMENT BODY RECOGNIZING CLIMATE CHANGE AND URGING CONGRESS TO  
LEVY A REVENUE NEUTRAL FEE ON CARBON IN FOSSIL FUELS**

WHEREAS, climate scientists worldwide are in near-unanimous agreement that the Earth is warming rapidly which is causing changes in climate that are perilous to the Earth's natural systems and to human civilization; and

WHEREAS, the primary cause of that warming is human activity, especially through the combustion of greenhouse gasses such as carbon dioxide (CO<sub>2</sub>); and

WHEREAS, the continued use of fossil fuels is being supported by a market failure whereby the costs of carbon emissions are not included in the price of fossil fuels; and

WHEREAS, the City of \_\_\_\_\_, State, acknowledges the importance of taking action toward reducing fossil fuel use; and

WHEREAS, the urgent need to transition away from fossil fuels can best be accomplished with a market-based program, namely a revenue-neutral carbon fee on fossil fuel producers with a corresponding rebate or dividend to consumers; and

WHEREAS, using a revenue-neutral carbon fee and dividend to reduce carbon emissions would have the following benefits:

1. The carbon fee would incentivize the development and use of energy efficiency and low carbon energy sources and minimize the need for onerous governmental energy regulations and subsidies that attempt to forecast winners and losers.
2. The transition to low-carbon energy sources will provide a range of additional benefits including enhanced public health, job creation and strengthening of the US economy, increased energy security and increase local energy development in rural areas.
3. Even though a carbon fee would temporarily increase energy costs including electric rates, and the cost of living, those costs would be offset by the revenue returned to households on an equal basis as a dividend such that the bottom 55-60% of households by income would break even or receive more in dividends than they would pay in higher living expenses.

NOW, THEREFORE, be it resolved by the Government Body of \_\_\_\_\_, State, that the Council strongly urges the United States Congress to pass legislation that levies an annually increasing revenue-neutral fee on the carbon in fossil fuels at the point of production or importation that would be sufficient to:

- Encourage individuals and businesses to produce and use less fossil fuels;
- Make the transition from fossil fuels less onerous to consumers and to the economy by returning to Americans on an equal basis all the revenues gained from the fee;
- Reduce U.S. CO<sub>2</sub> emissions to 10% of 1990 levels by 2050;
- Encourage similar actions in other nations trading with the United States, by suitable carbon-content-based fees for imports and rebates for exports to nations that have not taken such actions.

PASSED AND ADOPTED as a resolution of the City Council of the City of \_\_\_\_\_, State of \_\_\_\_\_ at its regularly scheduled meeting held on \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, City Clerk





# 2022 Downtown Master Plan



**ADOPTED**  
**TBD 2023 - Pending**

**'Accepted' on December 15, 2022**  
**by the Downtown Plan Steering Committee**

**Exhibit No. 3**  
**Executive Summary**

**DRAFT**

**Planning Board Recommended Approval February 28, 2023**



Remove all symbols that look like roundabouts

- PROPOSED BUILDING HEIGHTS (RANGE)
- EXISTING STRUCTURES
- OFF-STREET PARK
- SURFACE LOT
- EXISTING & PROPOSED CIVIC PROPERTY &
  - ★ CHURCH
  - ★ SCOUTS
  - ★ TOWN
  - ★ CEMETERY
  - ★ SCHOOL
  - ★ FIRE ST
- HISTORIC PROPERTIES - 2018 HUNTERSVILLE
- HISTORIC STRUCTURE FOOTPRINT
- ★ LOCAL HISTORIC LANDMARK
- ★ IDENTIFIED PROPERTY IN STUDY
- NOTABLE PROPERTY
- MERIT ATTENTION
- OPEN SPACE
- EXISTING PARK
- PROPOSED PARK
- EXISTING TRAILS
- THE SEAM TRAIL (PER CURRENT)
- TRANSPORTATION
  - EXISTING STREET - NOTE: INCL
    - U-574: US INTERSTATE 77 & GLEAD RD
    - U-5114: HIGHWAY 21 (STATESVILLE RD)
    - U-5886: MAIN STREET, MT HOLLY WHITE
  - ADOPTED NEW STREET (CONSTR)
    - HUNTERSVILLE CAPITAL IMPROVEMENT
    - 2020 ADOPTED 2040 COMMUNITY PLAN
  - ADOPTED EXISTING STREET IMP
    - NC DOT TIP U-5887: GLEAD RD PY 2021
    - HUNTERSVILLE CAPITAL IMPROVEMENT
    - 2020 ADOPTED 2040 COMMUNITY PLAN
  - PENDING NEW STREET (CONSTR)
    - APPROVED AND/OR UNDER REVIEW PER
  - PROPOSED NEW STREET
    - 2022 DOWNTOWN MASTER PLAN
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  - PROPOSED ADOPTED STREET M
    - HUNTERSVILLE CAPITAL IMPROVEMENT
    - 2020 ADOPTED 2040 COMMUNITY PLAN
    - 2022 DOWNTOWN MASTER PLAN
  - PROPOSED EAST/WEST CONNE
    - 2020 ADOPTED 2040 COMMUNITY PLAN
    - 2022 DOWNTOWN MASTER PLAN
- A SEGMENT 'A' - BETWEEN OLD ST
  - NOTE: SEGMENT 'A' MAY BE IMPLEMENTED
  - KEY CONTINGENT ITEMS (PER CONTINUUM)
    - A. EAST/WEST CONNECTOR STREET SEG A
    - B. NORFOLK SOUTHERN APPROVES RAIL
- B SEGMENT 'B' - BETWEEN COMM
  - KEY CONTINGENT ITEMS:
    - A. CMS APPROVES FUNDING FOR NEW HL
    - B. STREET DESIGN IS INTEGRATED APPRO
    - C. CMS CONVEYS LAND TO TOWN FOR ST
    - D. CMS PROVIDES TOWN RIGHT OF FIRST
- C SEGMENT 'C' - BETWEEN SHERV
  - KEY CONTINGENT ITEMS:
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    - B. NORFOLK SOUTHERN APPROVES RAIL
    - C. STREET DESIGN IS INTEGRATED APPRO
- EXISTING TRAFFIC SIGNAL
  - NOTE: INCLUDES NC DOT TIP PROJECT
  - CURRENTLY UNDER CONSTRUCTION
- TRANSIT
  - PROPOSED FUTURE
  - CATS METRORAPID LINE
  - BUS RAIL TRANSIT



# Acknowledgments

## Downtown Plan Steering Committee (DPSC)

### Voting Members

Sarah McAulay, **Chair**  
Lee Hallman, **Vice Chair**  
Robert "Nate" Bowman  
Gatewood Campbell  
Doug Ferguson  
Sean Flynn  
John Foster  
Barbara Gerhardt  
Charles Guignard  
Janelle Harris  
Elaine Kerns  
Bob Lemon  
Elizabeth Rodriguez  
Cindy Trevisan  
Jessika Tucker

### Ex-Officio, Non-Voting Members

Stephen Swanick  
Kathy Jones  
Diane McLaine  
John O'Neill  
April Dunn  
John McClelland  
Mike Russell

### Committee Interest

Adjacent Neighborhoods  
Adjacent Neighborhoods  
Business / Development  
Community At-Large  
Community At-Large  
Business / Development  
Business / Development

Business / Development  
Adjacent Neighborhoods  
Adjacent Neighborhoods  
Community At-Large  
Adjacent Neighborhoods  
Business / Development  
Community At-Large

### Representing

Planning Board  
Ordinances Advisory Board  
Greenway, Trail & Bikeway Commission  
Parks and Recreation Commission  
Public Art Committee  
Huntersville Chamber of Commerce  
Lake Norman Chamber of Commerce

## Project Consultant Team

### Master Planning & Urban Design (Project Lead)

**Shook Kelley CLT, PLLC**  
1545 West Trade Street  
Charlotte NC 28216  
(704) 377-0661  
[www.shookkelley.com](http://www.shookkelley.com)

Terry Shook, FAIA  
Alex Borisenko, CNU-A LEED GA  
Henry Stepp, CTO  
Larry Zinser

Founding Partner & Principal  
Senior Associate  
Partner & Principal  
Partner & Principal

### Infrastructure Planning & Traffic Analysis

**Gannett-Fleming, Inc.**  
One Glenwood Avenue  
Suite 900  
Raleigh NC 27603  
(919) 420-7660  
[www.gannettfleming.com](http://www.gannettfleming.com)

Michael Holder, PE  
Rick Tipton, PE, PLS  
Lance Hartland, PE

Vice President, Transportation Services  
Vice President, Area Roadway Design Manager - NC  
Senior Traffic Engineer

### Retail Market Analysis

**Gibbs Planning Group**  
240 Martin Street  
Birmingham, MI 48009  
(248) 642-4800  
[www.gibbsplanning.com](http://www.gibbsplanning.com)







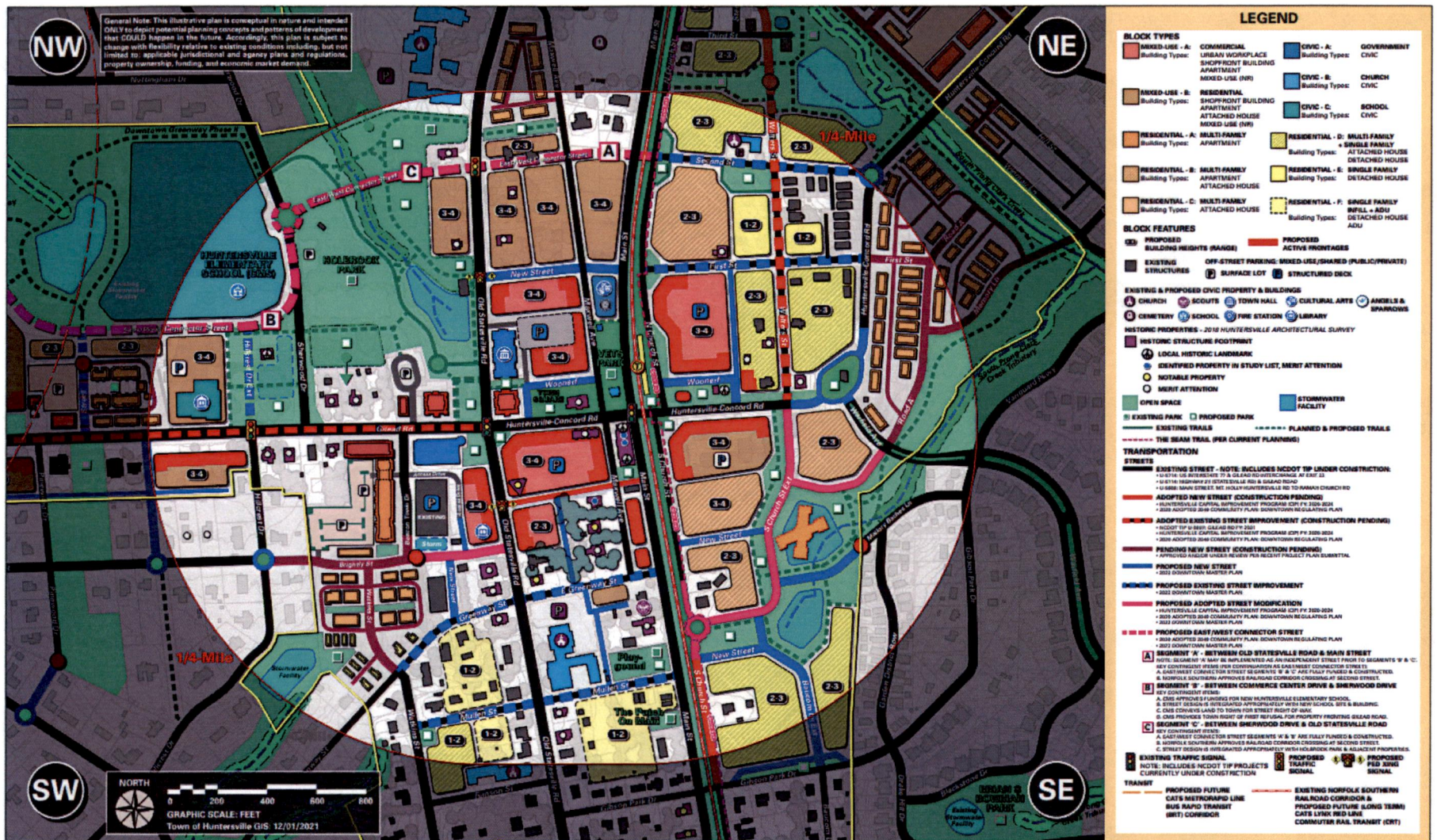


FIGURE 12: 2022 Downtown Master Plan: 1/4-Mile Core Study Area.

DRAFT





FIGURE 14: Conceptual Vision Plan: Potential Key Catalytic Projects.

**DRAFT**



# Executive Summary

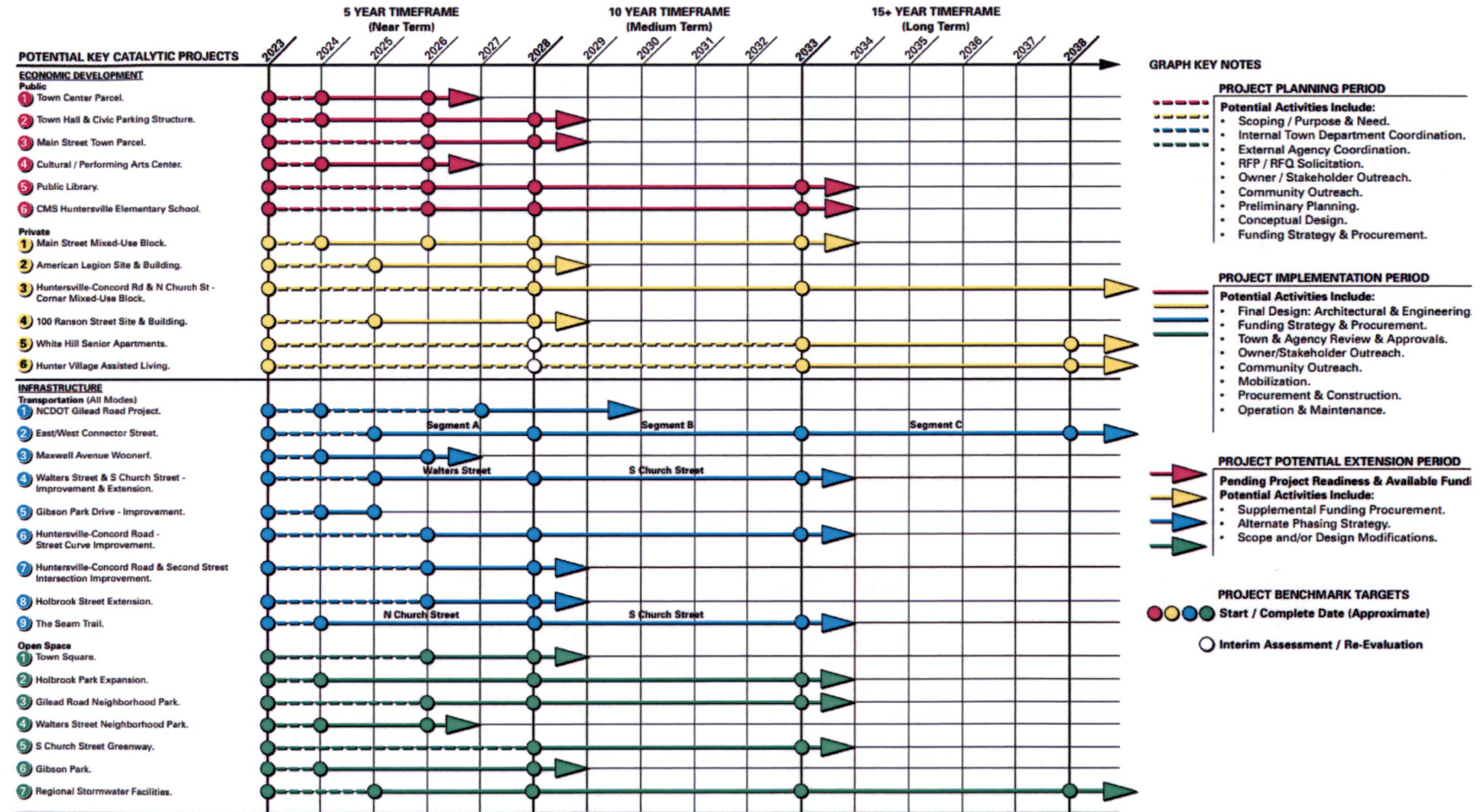


FIGURE 2: Potential Key Catalytic Projects: Preliminary Implementation and Phasing Timeline.



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- EXISTING TRAFFIC SIGNAL
  - NOTE: INCLUDES NCDOT TIP PROJEC
  - CURRENTLY UNDER CONSTRUCTION
- TRANSIT
  - PROPOSED FUTURE
  - CATS METROPOLITAN LINE
  - BIKE PATH, TRAIL



**FIGURE 5: 2022 Downtown Master Plan.**



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| 8  | 2022 Downtown Master Plan - Organizing Principle: <b>Gathering.</b>                |
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For access to additional information and documents, please visit the 2022 Downtown Master Plan Project website: [letsplanhuntersville.org](https://letsplanhuntersville.org)





## Executive Summary

### BACKGROUND.

Incorporated in 1873, Huntersville was a small town for more than 100 years. With the creation of Lake Norman in 1963 and the gradual spread of growth northward from Charlotte, Huntersville's population grew dramatically – from 3,000 in 1990 to more than 70,000 today. Since 1997, the Town's sphere of influence has been 63.46 square miles (currently 41.5 square miles within Town limits and 21.96 square miles within the Extraterritorial Jurisdiction (ETJ)). Huntersville is projected to grow rapidly over the next ten years and has considerable vacant land suitable for development in its residential districts. Pressure to maintain adequate public facilities and services will continue throughout the Town. Town and regional growth will significantly impact local, state, and federal transportation facilities in the near future due to several programmed and funded construction projects.

The 2006 Downtown Master Plan included a number of recommendations and implementation strategies for the development of the downtown, covering areas such as transportation, traffic circulation, parking; civic infrastructure; private development; and marketing and branding. The 2006 Downtown Master Plan was intended to guide public and private development initiatives during a 20-year timeframe and ensure the creation of a vibrant town center that will be the defining place and image for the Town of Huntersville. Although the 2006 Plan was not fully implemented and has become dated, many successful actions have led to optimism that current market interest can make significant improvements to the Downtown in the near future.

More recently, the Huntersville 2040 Community Plan and Appendix, adopted in late 2020, responded to community consensus that Downtown improvements continue to be supported and established broader policies and goals that should guide the formation of the 2022 Downtown Master Plan. In addition to key existing features and attractions, several public and private projects located in Downtown Huntersville are recently completed, currently underway, and/or planned and approved for construction, such as the Downtown Greenway – The Vine, Holbrook Street extension, future new Town Hall, and Town Center and Vermillion Village mixed-use projects. Downtown Huntersville is also significantly impacted by ongoing and future planned NCDOT-led roadway improvement projects, both in the downtown and nearby, including: Main Street, Gilead Road, Statesville Road (NC 21) and Gilead Road Intersection, and Interstate-77 Exit 23 Interchange. Furthermore, Charlotte Area Transportation System (CATS) is advancing Bus Rapid Transit (BRT) planning of its MetroRAPID BRT North Corridor with a station proposed on the current Park and Ride lot located on Statesville Road.

The emphasis of the 2022 Downtown Master Plan (the Plan and/or Project) is to develop a set of sequenced and prioritized actions needed to build on past and current improvements. The Plan is intended to communicate an updated vision of the Downtown, identify the general infrastructure needed to support the vision, and describe the actions needed to get there. Transportation is a key element in developing the type of streetscape needed to support Downtown activities and will be a determining factor in deciding how the 'public realm' will influence private development. The Plan is also intended to encourage coordination of public actions with private investment and redevelopment/reuse decisions that help to realize a robust and attractive downtown, including convincing rationale to support putting 'skin in the game'. A development strategy that also respects the integrity of neighborhoods that surround the Downtown is a topic that will require careful attention in the Plan.

The Huntersville 2040 Community Plan contains a Regulating Plan (page 73) and Concept Plan (page 81) that generally describes the comprehensive boundary area for the 2022 Downtown Master Plan. However, while the Project does include planning considerations within the comprehensive downtown boundary area, the primary study area was focused within the 1/4-mile radius (or 5-minute walkable area) of the approximate center of the downtown core, located at the intersection of Gilead Road and Old Statesville Road (NC 115) (See Figure 1).

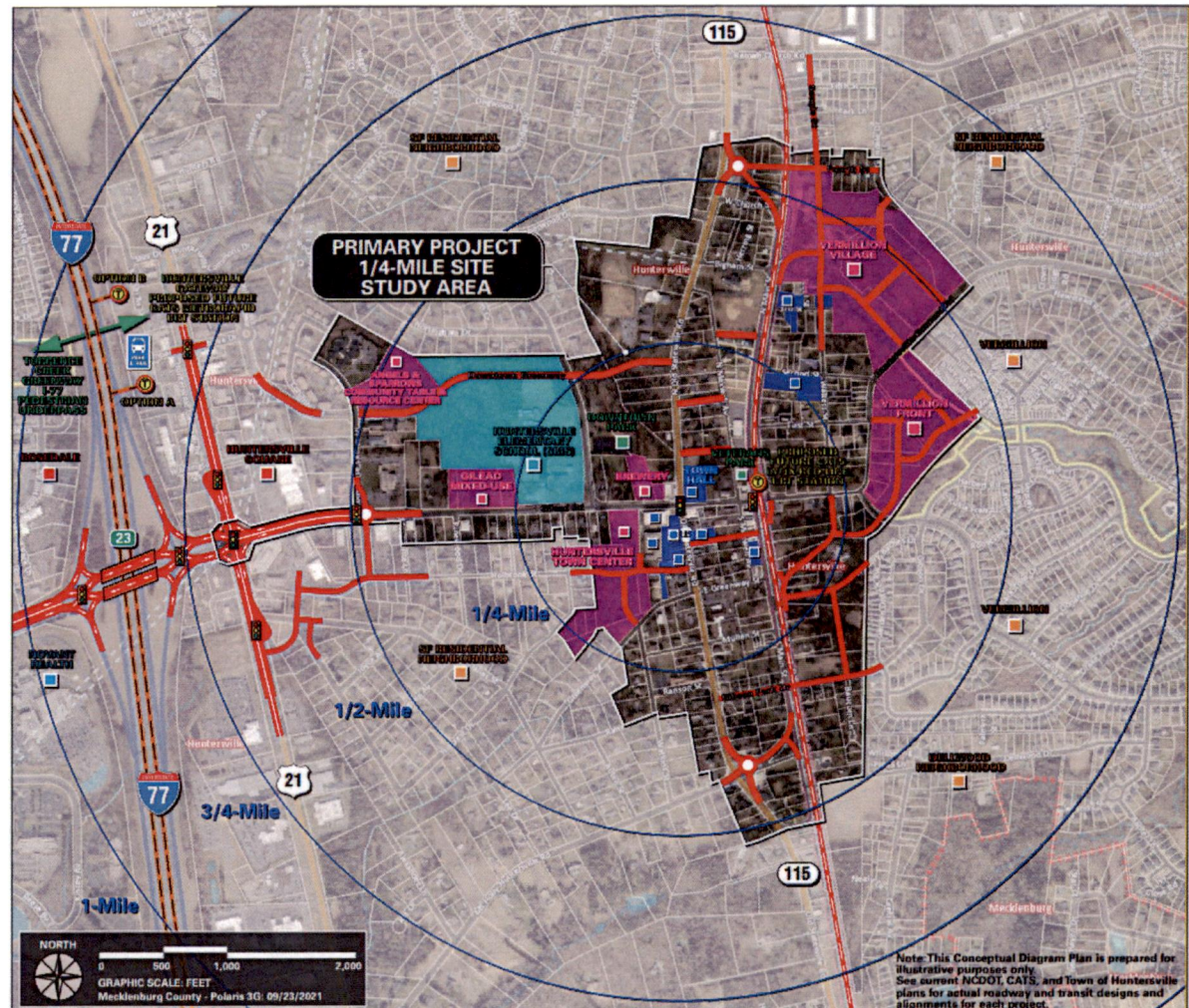


FIGURE 1: Downtown Huntersville Context and Study Area.



# Executive Summary

## FRAMEWORK PROCESS.

### Overview.

Prior to commencement of the Project, a 2022 Downtown Plan Steering Committee (DPSC) was created with appointments made by the Town Board. The DPSC includes approximately 15 voting members representing the community at-large, surrounding neighborhoods, and business/property owners. Several other ex-officio members were also appointed to represent existing Town boards and commissions. The 2022 Downtown Master Plan is subject to an advisory recommendation by the DPSC, followed by an advisory recommendation by the Town's Planning Board, and presented to the Board of Commissioners for formal adoption as an official plan of the Town.

Past planning efforts in the Downtown Huntersville Study Area have been centered upon intense public engagement to define a community vision in a manner that informs policy. Accordingly, Shook Kelley and its Consultant Team utilized and referred to the 2006 Downtown Master Plan and 2040 Community Plan policies as foundational documents for advancing development of the 2022 Downtown Master Plan. Regular communication and feedback from the DPSC together with community engagement within a structured and published format was also essential throughout the planning process.

The fundamental understanding is that Huntersville needs a particular, design-based vision for the downtown core that citizens of all walks of life can understand and rally behind. The 2022 Downtown Master Plan is intended to craft a realistic vision in harmony with community core values, which identifies key catalytic projects for implementation within specific categories of:

Infrastructure (including Transportation – All Modes, General Infrastructure Systems, and Environment and Open Space),

Land Use/ Urban Design, and

Economic Development.

Together, these key catalytic projects will serve to guide and stimulate community activity and economic development in Downtown Huntersville. Once accepted, specific Town initiatives - "tools" in policy and in code - will be required coupled to incentives that are geared toward achieving specific outcomes that inure to the benefit of the public and private interests.

Importantly, the 2022 Downtown Master Plan is not intended as a blueprint or mechanism for implementation of eminent domain - government expropriation (taking) of private property for public use, with payment of compensation. Current individual property owners may or may not elect to participate at their sole discretion. Furthermore, the 2022 Downtown Master Plan depicts concepts and recommendations for a full build-out of development within the core study area, which are expected to occur incrementally over a 10-20 year timeframe. All illustrative plans and associated graphic exhibits are therefore conceptual in nature and intended only to depict potential planning concepts and patterns of development that could happen in the future.

Accordingly, 2022 Downtown Master Plan is intended to evolve with flexibility relative to existing conditions including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership and inclination, funding, and economic market demand.

## 2022 Downtown Master Plan - General Framework Process and Timeline.

### Phase 1: Discovery. (November 2021 - March 2022)

- Preliminary Assessment.
  - Infrastructure.
  - Land Use / Urban Design.
  - Economic Development.
- Communication.
  - DPSC Meetings.
  - Town Staff Workshop.
  - Public Forum #1: *Our Essential Downtown.*

### Phase 2: Organizing Principles and Alternative Futures. (March - June 2022)

- Organizing Principles.
- Alternative Futures (1-3).
- Composite Alternative Future.
- Communication.
  - DPSC Meetings.
  - Town Staff Workshop.
  - Public Forum #2: *Options for the Future.*

### Phase 3: Final Strategy and Master Plan. (September - December 2022)

- Draft Master Plan.
- Final Master Plan.
- Master Development Strategy.
- Communication.
  - DPSC Meetings.
  - Town Staff Workshop.
  - Public Forum #3: *Our Plan for Getting There.*

### Non-Linear Services & Supplemental Activities.

- Gilead Road Mixed-Use Project Considerations. (February 2022)
- CMS – Huntersville Elementary School Conceptual Planning. (May - June 2022)
- Traffic Analysis Report. (May - June 2022)

## On December 15, 2022, the Final Master Plan, Organizing Principles and Final Strategy Outline were 'Accepted' by the 2022 Downtown Plan Steering Committee.

### Phase 1: Discovery.

#### Overview.

Discovery commenced with an immersive process of organization, mobilization, and reconnaissance of available documents and information relative to existing and currently planned Infrastructure, Land Use / Urban Design, and Economic Development systems in the Downtown Huntersville Study Area. In addition, a Downtown Context Field Study and Photo Recordation was conducted by the Consultant Team in order to observe and document existing conditions. Together, these initial activities became the basis for a **Preliminary Assessment** as outlined below, which was produced in part by a 'layer stack' diagrammatic analysis along with annotated graphic exhibits and supporting case studies (see Appendix A).

#### Preliminary Assessment.

##### Infrastructure.

- Transportation.
  - Arterial Streets & Intersections (Gilead Rd & NC 115).
  - Downtown & Adjacent Neighborhood Streets.
  - Bicycle & Pedestrian Facilities.
  - Public Transit - CRT & BRT Station Area Plan.
  - Parking - Distribution, Supply & Demand.

- General Infrastructure Systems.
- Environment & Open Space.
  - Terrestrial Systems.
  - Public Greenways, Trails & Parks.
  - Stormwater Systems.

#### Land Use / Urban Design.

- Adopted Town Documents, Ordinance & Policies.
- Urban Design Guidelines.
- Existing Land Use & Development Site Typologies.
- Existing Development Form & Program – Uses and Typologies.

#### Economic Development.

- Existing Ownership Patterns: City-Owned & Private-Owned Assets.
- Existing Development Activity Types & Patterns: Recent & Emerging.
- Retail Market Study.

### DPSC and Public Engagement - Surveys and Input.

Early in the Discovery process, members of the DPSC participated in a Topical Issues Survey to share their views and beliefs about the issues impacting the future of this study area and their expectations to come out of it (See Appendix F.1). While the results of the survey were not attributed to any one member, they were discussed openly together during the initial DPSC meetings. This process was a very important "first step" in understanding the challenges and opportunities imbedded in these types of efforts, and in making sure that everyone understands the scope and the limitations of this study. The Topical Issues Survey covered the following categories and associated discussion points:

#### I. Land Use & Housing.

- Downtown Boundary & Program.
- Walkability.
- Non-Residential Land Uses.
- Housing Types.
- Neighborhood Character - Impacts and Improvements.

#### II. Economic Vitality.

- Economic State and Trend.
- Local Business Support.
- 10|10|10 Goals and Incentives.
- Town Role and Contributions.

#### III. Downtown.

- Key Attributes.
- Downtown Benchmark Places.
- 10-Year Improvements and Current Conditions.
- Quality of Life and Trends.
- Walkability and Accessibility.
- Parking.
- Historic Preservation.
- Technology Features.
- Public Events and Programming.

#### IV. Environment and Open Space.

- Parks and Public Open Spaces.
- Pedestrian and Bicyclist Access.

#### V. Infrastructure and Public Services.

- Private and Public Property Maintenance.
- Public Safety.
- Public Art.
- Traffic and Walkability.
- Transit Planning and Mobility.
- Utility Infrastructure.

In addition, as the Discovery process advanced, the DPSC and the general Public were invited to participate and provide input using a variety of interactive tools including



# Executive Summary

(See Appendix F2-F6):

- I. DPSC Homework Assignment – Place Preferences.
- II. Visual Preference Survey.
- III. Interactive Input Map.
- IV. Supplemental Public Inputs – In-Person and Online.

## Public Forum #1: Our Essential Downtown.

On January 27, 2022, Public Forum #1 was conducted virtually by the Consultant Team and live-streamed in accordance with COVID-19 protocols implemented by the Town of Huntersville. Presentation exhibits were also displayed at the Huntersville Town Hall afterward for public in-person viewing, comment, and discussion with Town staff upon request. The Consultant Team explained the Master Planning Process and presented the initial findings of the Preliminary Assessment relative to Infrastructure, Land Use / Urban Design, and Economic Development along with a Downtown Context Plan, Photo Tour, and Key Existing Resources. In addition, public involvement and feedback was encouraged through upcoming Public Forms and DPSC Meetings, interactive tools including on-line surveys and input maps, and the Downtown Plan Project Website.

## Phase 2: Organizing Principles and Alternative Futures.

### Overview.

During the Phase 2 process, planning and design are but one component of determining the proper path forward. Comprehensive alternative strategies 'Alternative Futures' are created first—in how land is used; in which populations are served; in how the new place should live; what form the infrastructure will take; in how capital is to be deployed; and the phasing of development—before an attempt to create a fixed master plan.

### Organizing Principles.

The first part of the Phase 2 process was the establishment of Organizing Principles that directed development of the Alternative Futures. Each of the six Organizing Principles created relates to a specific selected issue (and perhaps to more than one), and were crafted through a structured inventory and review of the collective feedback and input from both DPSC members and general public. The Organizing Principles for Downtown Huntersville are headlined and named: Mobility, Nature, Gathering, Living, Civic, and Soul – each is supported by Principle Statements, which are underpinned by Key Words extracted from the results of various surveys conducted during the Discovery process (See Figure 4).

These six Organizing Principles provided guidance and became tools by which to measure progress of the Alternative Futures and following Master Plan. They were continuously referred and used to ask questions of the DPSC members and general public to gauge their positions on the topics and suggested approaches through policy, planning, law, and public initiative.

### Alternative Futures.

The second part was the development of conceptual approaches that respond to the Organizing Principles. These different concepts are called Alternative Futures, for each one represents a fundamental different approach to addresses the identified issues and therefore how the town will grow. Three Alternative Futures were developed (See Appendix B):

- Alternative Future #1: 'Low Intensity'
- Alternative Future #2: 'Medium Intensity'
- Alternative Future #3: 'High Intensity'

The Alternative Futures include preliminary development programs; preliminary development approaches in a "bubble diagram" form showing in general terms the layout of uses and block types upon the site, key existing features, spaces to be left open/undeveloped as parks; an approach to infrastructure/roads; and an implied approach to phasing. As such, each Alternative future is about development strategy as

it is master planning. Each Alternative Future is supported with a layer stack diagrams along with characteristic images depicting and annotating its specific approach to each of the six Organizing Principles (See Appendix B). Alternative Futures 1-3 were presented during a DPSC meeting and general public during Public Forum #2.

## Public Forum #2: Our Options for the Future.

On May 12, 2022, Public Forum #2 was conducted in-person by the Consultant Team at Huntersville Presbyterian Church. Presentation exhibits were also displayed at the Huntersville Town Hall afterward for public in-person viewing, comment, and discussion with Town staff upon request. The Consultant Team presented a brief overview of the Organizing Principles and the Alternative Futures 1-3. The participants were then invited to breakout into tableside open discussions lead by the Consultant Team and Town Staff around each Alternative Future. Afterward, the Consultant Team conducted a real-time, interactive public feedback survey with individual participants using handheld digital clickers and phones. The survey was structured to ask the audience to select which Alternative Future provides the best approach to each of the Organizing Principles, and concluded by asking to select which Alternative Future provides the best approach to a Composite Plan (See Appendix F.7). The results for best approach to a Composite Plan:

|                                  |     |
|----------------------------------|-----|
| Alternate #2 'Medium Intensity': | 46% |
| Alternate #1 'Low Intensity':    | 29% |
| Alternate #3 'High Intensity':   | 26% |

## Composite Alternative Future.

After Public Forum #2, a comparative analysis was prepared, which outlined Key Distinctions along with Advantages and Disadvantages relative to the approach of each Alternative Future 1-3 for each of the six Organizing Principles (See Appendix B). A Composite Alternative Future was then derived from the preferred Alternate #2 'Medium' whereby specific and desired attributes from both Alternates #1 'Low Intensity' and #3 'High Intensity' were carefully integrated. The Composite Alternative Future became the basis for advancing the Draft and Final Master Plan.

## Phase 3: Final Strategy and Master Plan.

### Overview.

During Phase 3, the Composite Alternative Future was advanced into a Draft and Final Master Plan through a structured and open planning process, which included ongoing discussion and feedback together during regular meetings with the DPSC and Public Form #3 with the general public. Planning was focused within the ¼-mile downtown core study area and organized into four quadrants defined by the crossroads of Main Street (north/south) and Gilead Road/Huntersville-Concord Road (east/west).

## Final 2022 Downtown Master Plan.

Development of the Final 2022 Downtown Master Plan included a refinement of preliminary development programs and approaches in a "bubble diagram" form showing in general terms the layout of uses and block types upon the site, key existing features, spaces to be left open/undeveloped as parks; an approach to infrastructure/roads; and an implied approach to phasing (See Figures 5 and 12). The Plan is underpinned by the established six Organizing Principles and outlines key recommendations for each (See Figures 6-11). In addition, the Plan identifies potential Key Catalytic Projects for implementation within each quadrant, which are organized into categories of Economic Development – Public and Private, and Infrastructure - Transportation (All Modes) and Open Space (See Figure 13).

## Conceptual Vision Plan.

A Conceptual Vision Plan was also created to demonstrate an 'expression' of potential block development patterns (build-out scenarios) based upon actual types of streets, buildings and open spaces, as well as locate and 'test fit' potential Key Catalytic Projects within the context each quadrant (See Figure 14). Key notes and considerations are also outlined to provide description of specific features and planning guidance for

development each quadrant (See Figures 15-18). Furthermore, a series of annotated 3-D visualizations and vignettes were created to depict conceptual spatial enclosure (building frontage/form and site/street section) and streetscapes for various locations and conditions within each quadrant (See Appendix C).

## Public Forum #3: Our Plan for Getting There.

On October 20, 2022, Public Forum #3 was conducted in-person by the Consultant Team at Huntersville Presbyterian Church. The Consultant Team presented a brief overview of the Draft Master Plan and Conceptual Vision Plan. The participants were then invited to breakout into tableside open discussions lead by the Consultant Team and Town Staff around each quadrant of the Plan. Afterward, the Consultant Team conducted a real-time, interactive public feedback survey with individual participants using handheld digital clickers and phones (See Appendix F.8).

## Master Development Strategy.

Following Public Forum #3, the Final Strategy for the Plan was prepared, which outlined the Key Recommendations, Development Focus Areas and Potential Key Catalytic Projects, and Implementation and Phasing Strategy (See Pages 4-6).

## Non-Linear Services and Supplemental Activities.

### Overview.

In support of the Project, the Consultant Team provided the following Non-Linear Services and Supplemental Activities during the Phase 1 and 2 planning process:

## Gilead Road Mixed-Use Project Considerations.

In November 2021, the Gilead Road Mixed-Use Project was submitted by HFH Partners, LLC as prepared by Henson Foley for a rezoning from Neighborhood Residential (NR) to Traditional Neighborhood Development – Conditional District (TND-CD). The proposed development is situated on 3.91 acres with frontage along Gilead Road and includes 17,400 SF Commercial and 29 Townhouses. Given the location and timing of this unique project, Jay Henson with Henson Foley was agreeable to meeting together with the Town and Shook Kelley for discussion of the proposed development relative to the 2022 Downtown Master Plan. Accordingly, Shook Kelley provided an annotated and diagrammatic review of the site rezoning plan submittal including site planning and design considerations related to the Gilead Road Mixed-Use Project (See Appendix B).

## CMS – Huntersville Elementary School Conceptual Planning.

On February 23, 2022, the Town met together with Dennis LaCaria, Director for Facilities Planning and Real Estate, Charlotte-Mecklenburg Schools (CMS) to discuss general planning considerations for its property (30.12 Acres) and existing Huntersville Elementary School (ES) located on the corner of Gilead Road and Sherwood Drive. Dennis explained that pending future funding availability, CMS is interested in the 'on-site replacement' including design and construction of a new Huntersville ES per its compact urban prototype facilities adjacent to the existing facility, which will be required to remain operational until the new facility is completed. A total of six Conceptual Site Plans were initially prepared by Shook Kelley to advance and evaluate considerations which maximize an integrated balance between the CMS Prototypes, the Town's Zoning Ordinance requirements, the 2008 Design Guidelines, and the current/ongoing development of Alternative Futures for the 2022 Downtown Master Plan (See Appendix B). In May 2022, CMS published its Capacity Needs Assessment 2022-2031, which listed the Huntersville ES 'on-site replacement' as 49th among a total of 125 potential projects located across the county.

## Traffic Analysis.

In a separate, supplemental effort to the Project; Gannett-Fleming produced a Traffic Analysis Report, which provided traffic forecasts and capacity analysis to inform the 2022 Downtown Master Plan (See Appendix E). The objective of the study was to evaluate potential roadway and network improvement scenarios in downtown Huntersville that may be included in the Master Plan update.



# Executive Summary

## FINAL STRATEGY.

### Overview.

The Final Strategy outlines the recommendations and action items relative to Infrastructure (including Transportation – All Modes, General Infrastructure Systems, and Environment and Open Space), Land Use / Urban Design, and Economic Development, which together support implementation of the Final 2022 Downtown Master Plan. It also identifies key initiatives to be advanced by the Town for addressing the policy elements that need to be adopted, amended, and/or written and adopted, all coupled to a strategy regarding how to approach development in a public/private manner. The latter is particularly true regarding those lands/buildings that the Town controls.

### Final Strategy – Outline.

#### I. Key Recommendations and Action Items.

- A. Infrastructure (including Transportation, General Infrastructure Systems, and Environment and Open Space).
- B. Land Use and Urban Design.
- C. Economic Development.

#### II. Development Focus Areas and Potential Key Catalytic Projects.

- A. Economic Development (Public and Private).
- B. Infrastructure Development (Transportation (All Modes) and Open Space).

#### III. Implementation and Phasing Strategy.

- A. Potential Key Catalytic Projects.
- B. Potential Key Town Initiatives.

### I. Key Recommendations & Action Items:

#### A. Infrastructure Recommendations.

##### 1. Transportation.

- a. Existing Arterial Streets and Intersections (Gilead Rd, HWY 115/Old Statesville Road, Main Street):

- Continue collaboration with NCDOT to ensure roadway construction for its Main Street Improvement Project advances per designs with safe, multimodal access (vehicular, bicycle, and pedestrian) in accordance with adopted Town plans and policies.

- Convene with NCDOT and Norfolk Southern to share considerations and discuss feasibility for potential roadway design modifications and/or enhancements including traffic lane and circulation/turning movement patterns, sidewalk widths and streetscape amenities, and on-street parking relative to the U-5908 Main Street project (currently under construction) segment(s) located at the intersections of Huntersville-Concord Road and Church Street and the Norfolk Southern railroad crossing.

- Consider extending the 25 MPH traffic zone continuously along HWY 115/Old Statesville Road between the new roundabouts under construction at the intersections of Main Street at Fourth Street and Mt Holly-Huntersville Road.

- Convene with NCDOT to provide update on current Downtown and Sub-regional context along with results of traffic modeling conducted by Huntersville's jurisdictional metropolitan planning organization (MPO) (completion expected 1st Quarter 2023). Share considerations and discuss feasibility for potential roadway design criteria relative to the U-5807 Gilead Road project to ensure multimodal access (vehicular, bicycle, and, pedestrian) in accordance with adopted Town plans and policies. Note: It is understood this Project is currently advancing per the NCDOT STIP - Verify timing and opportunity to include updated designs.

- Convene with NCDOT relative to the U-5114: HWY 21/Statesville Road and Gilead Road project to share considerations and discuss feasibility for Town's desired intersection alignment (chicane toward east), design (signalized or roundabout), and extension (continuation of Commerce Center Dr to the Town's Holbrook St. Extension Project – recently completed).

- (Re)Prioritize Town's Capital Improvement Program (CIP) roadway projects and funding allocation, if possible, to support and enhance level of service per potential design alternate(s) for key NCDOT streets including: Gilead Road, Huntersville-Concord Road, Main Street, and HWY 115/Old Statesville Road.

- Enhance existing and identify and preserve potential new opportunities for north/south multimodal street (vehicular, bike, and pedestrian) intersections and connections across Gilead Road to increase mobility with pedestrian-oriented street grid and block patterns.

##### b. Downtown and Adjacent Neighborhood Streets.

- Update Town's Capital Improvement Program (CIP) roadway projects and funding allocation to include proposed new streets and improvements to targeted existing streets within the Downtown area.

- Inventory, catalogue, and illustrate existing street types, design cross-sections, and general conditions.

- Clarify existing street right-of-way widths along with associated ownership and maintenance responsibilities - NCDOT, Town, or Private.

- Enhance existing and identify and preserve potential new opportunities for east/west multimodal street (vehicular, bike, and pedestrian) intersections and connections between and across HWY 115/Old Statesville Road and Main Street to increase mobility with pedestrian-oriented street grid and block patterns.

- Establish **Downtown Street Design Guidelines** for new and pre-existing/retrofit street types.

- Explore implementation of innovative Woonerf street type within commercial and residential context.

- Develop street and sidewalk improvement strategy for pre-existing adjacent neighborhood streets to encourage lower traffic speeds and enhance pedestrian safety, walkability, and connectivity with Downtown.

- Advance evaluation of proposed new east/west street connection (a.k.a. 'East/West Connector Street') between Commerce Center Drive, and HWY 115/Old Statesville Road and Main Street per the *Downtown Transportation System Plan (2014-2015)* and the adopted *2040 Community Plan – Downtown Regulating Plan / Character and Connections Map \** – including but not limited to: potential street alignment(s), design criteria (design speed, cross-section(s) and intersections, etc.), and integration with existing land ownership and uses.

**\*Note:** The East/West Connector Street is currently included within these two pre-existing documents; and, therefore included within the 2022 Downtown Master Plan as a 'dashed' potential future conceptual alignment ONLY to provide future planning guidance and considerations. Accordingly, the proposed East/West Connector Street is defined with three incremental Segments A-C, which are contingent upon key items including:

**Segment A** - Between Old Statesville Road and Main Street.

Note: Segment A may be implemented as an independent street prior to ~~Segments B and C.~~

~~Key Contingent Items (per continuation as East/West Connector Street):~~  
~~— A: East/West Connector Street Segments B and C are fully funded and constructed.~~

~~B: Norfolk Southern approves railroad corridor crossing at Second Street.~~

**Segment B** - Between Commerce Center Drive and Sherwood Drive.

Key Contingent Items:

- A. CMS approves funding for new Huntersville Elementary School.

- B. Street design is integrated appropriately with new school site & building.

- C. CMS conveys land to town for street right-of-way.

- D. CMS provides Town right of first refusal for property fronting Gilead Road.

**Segment C** - Between Sherwood Drive and Old Statesville Road.

Key Contingent Items:

- A. East/West Connector Street Segments A and B are fully funded and constructed.

- B. Norfolk Southern approves ~~railroad corridor crossing at~~ Second Street ~~railroad crossing from Main Street to Church Street.~~

- C. Street design is integrated appropriately with Holbrook Park and adjacent properties.

##### c. Bicycle and Pedestrian Facilities.

- Create a **Downtown Sidewalk Improvement Plan** to establish street-specific design guidelines for improving conditions of existing sidewalks within the Downtown core area and extending sidewalk pathways and connections to adjacent and emerging neighborhoods.

- Bridge existing gaps in pedestrian and bicycle mobility and connectivity with new and/or enhanced trails and sidewalks within and between Public Greenways and Parks, and the Downtown core.

- Identify, inventory, categorize, and value existing street and sidewalk conditions for potential improvement by associated ownership entity and maintenance responsibilities. Consider implementation of an on-line, interactive **Mobility Improvement Geolocation Map & Strategy** to pinpoint specific sidewalk damage or other impediments deterring pedestrian and bicyclist access, which can be prioritized for improvements by associated ownership and maintenance entities.

- Establish and reinforce requirements for regular maintenance and service activities relative to street access and interface with adjacent streetscapes including garbage pick-up and on-street deliveries.

##### d. Public Transit – Bus Rapid Transit (BRT) and Commuter Rail Transit (CRT) Station Area Plan.

- Establish a Station Area Planning (SAP) Team to help guide and provide



## Executive Summary

proactive feedback to Charlotte Area Transit System (CATS) as they advance short, medium, and long-term planning consideration for its proposed BRT and CRT corridors.

- Prepare **BRT and CRT Station Area Plans** for both stations, which clearly define the SAP Key Components and functional criteria within the context of the 1/4-mile station area and greater Downtown.

- Prepare a comparative analysis for the BRT Station location Option A and Option B proposed by CATS to evaluate and share specific considerations for preference by the Town.

- Reevaluate and update the 2008 CRT Station Area Plan prepared by CATS in accordance with expected SAP Key Components and functional criteria, subject to future review by Norfolk Southern.

- Ensure current Transportation Plans (including Roadway, Bicycle, and Pedestrian Plans) accommodate and support multimodal access to the BRT and CRT Station Area.

- Increase and enhance multimodal (vehicular, bike, and pedestrian) access and safety within 1/8-mile of the BRT and CRT Station Areas.

- Evaluate existing bus stop locations and ridership in the Downtown and create a **Bus Stop Improvement Plan**, which ensures accessibility and enhances safety and comfort. Explore opportunities for integration of public art and downtown wayfinding signage.

- Explore implementation of innovative mobility solutions such as on-demand public transit to reduce vehicle miles traveled (VMT) and provide options for first and last-mile access to the existing Huntersville Gateway Park and Ride Lot, and future BRT and CRT Stations.

- Explore short and long-term planning and funding opportunities for potential innovative transit technologies including:

- Local and county-wide autonomous electric vehicles (EVs) (cars and pods) networks and charging infrastructure per update of the 2019 NC Zero Emission Vehicle (ZEV) Plan update (tentative August 2022) lead by NCDOT and Centralina in accordance with:
- The NC Clean Transportation Plan mandated by Executive Order (EO) 246.

National Electric Vehicle Infrastructure formula funding plan mandated by the U.S. Infrastructure Investment and Jobs Act (IIJA).

- Hyperloop high-speed transportation system connecting between Huntersville and other Lake Norman area Towns together with Charlotte.

- Air-Taxi services via small, piloted and pilot-less aircraft designed for short passenger hops in and around cities.

### e. Parking - Distribution, Supply and Demand.

- Review and revisit the recommendations outlined within the Town of Huntersville **2006 Downtown Parking Study**\* including:
- Conduct a more detailed parking study.

- Consider street improvements to allow for more on-street parking.

- Consider establishing shared-use parking agreements.

- Consider adopting an In-Lieu Fee System to fund future public parking.

- Implement a maximum off-street parking limit.

- Allow on-street parking to count toward required parking.

- Revise the existing parking ordinance to provide additional design and quantitative guidelines for development and uses within the Downtown context.

**\*Note:** The *2006 Downtown Parking Study* was prepared with projected need for parking according to the 2005/2006 Master Plan and prior to the construction of the parking structure serving the Huntersville Town Center/Discovery Place Kids building.

- Create a **Downtown Parking Plan**, which builds on the recommendations of the *2006 Downtown Parking Study* and incorporates current conditions and the 2022 Downtown Master Plan upon final adoption.

- Collaborate with existing property and business owners to evaluate existing off-street parking conditions and potential funding mechanisms for improvements including but not limited to:

- Vehicular access and circulation efficiency (automobile and service vehicles) within and between adjoining lots.

- Electric Vehicle (EV) spaces and charging infrastructure locations.

- Pedestrian safety, accessibility, and circulation within and between adjoining lots, and adjacent sidewalks and building entrances.

- Wayfinding signage – vehicular and pedestrian; which should include not only greenways, trails, and parks, but also civic building and attractions and other related items of interest to the visiting public.

- Surfacing materials, landscaping, lighting, drainage (including integration of potential stormwater strategies such as pervious pavers, bio-retention areas, and underground vaults).

- Identify location(s) and approaches for potential future public, shared parking facilities (surface and/or structured) as determined appropriate relative to site parcel and block size and geometry, street access, and demand per existing and potential future adjacent and nearby development program.

### 2. General Infrastructure Systems.

- Coordinate development program and intensity in conjunction with existing infrastructure capacities and/or phase in accordance with Town's CIP.

- Recognize the Water and Sewer Authority of Cabarrus County (WSACC) existing wastewater basin status and capacity limits and impact on timing and phasing of potential future development on the eastern Downtown area.

### 3. Environment and Open Space.

#### a. Terrestrial Systems.

- Conduct a comprehensive **Arborist Tree Assessment Report** to inventory conditions of the existing tree canopy within the Downtown area.

- Identify existing wooded areas to consider for potential preservation and use to supplement public greenway and open space systems in the Downtown

area.

- Consider recalibrating tree preservation requirements, mitigation strategies, and/or provide incentives to developers for contributions to a **Downtown Tree Fund/Bank** set up by the Town for the planting and maintenance of trees elsewhere in the Downtown area.

- Create **Urban Forestry Design Guidelines** outlining sensitive approaches to the integration of new development within pre-existing wooded areas, which facilitate the preservation of a maximum number of trees.

#### b. Public Greenways, Trails, and Parks.

- Enhance wayfinding signage within Public Greenways and Parks, and throughout the Downtown to promote locations and activities, and encourage community and visitor access.

- Identify existing features within parks for potential future design and material enhancements including but not limited to decorative hardscapes, light fixtures, railings and fencing, furniture (benches, waste/recycle receptacles, bicycle racks, etc.), public art installations, shelters, playground equipment, etc.

- Implement Holbrook Park post-construction inspection and clean-up of internal and perimeter wooded areas and understorey brush.

#### c. Stormwater Systems.

- Identify primary existing stormwater problem areas within the Downtown and develop potential on-site and/or upstream mitigation and improvement strategies.

- Conduct a detailed **Downtown Stormwater Study** to determine feasibility for a potential 'regional' stormwater approach for the Downtown area.

- Identify and encourage preservation and/or consider purchase of larger land parcels (or portions of) as stormwater capture sites for implementation of potential **Regional Stormwater Strategy** in harmony with the existing topography, and flow patterns and drainage basins together with existing and potential future development intensities within each quadrant of the Downtown area.

- Encourage and implement innovative and creative stormwater features within open spaces and 'Green Streets' as intentional and visually appealing amenities, which are designed, scaled, and integrated sensitively within the surrounding context – urban/developed and natural/undeveloped areas of the Downtown.

- Pending feasibility and implementation of **Regional Stormwater Strategy** and associated facility(s), consider potential **Stormwater Banking and Mitigation Program** for existing and future development in the Downtown area.

### B. Land Use / Urban Design Recommendations.

#### 1. Adopted Town Documents, Ordinance & Policies.

- Consider an update and expansion of Building and Lot Type definitions and regulations within the existing Zoning Ordinance and/or create new Types to include broader range of varieties with the Downtown area.

For example: Currently, the Apartment Building and Lot Type Regulations covers a broad range of potential building forms and configurations (one size fits all approach); which could contain at least three, however typically a much greater quantity of dwelling units depending on the lot size. Therefore, to provide guidance supporting an incremental approach to implementation of Apartment buildings in harmony with smaller lots located within the Downtown Area; consideration should be given to breakdown the Apartment Building and Lot Type into smaller



# Executive Summary

categories – such as:

- Small (3-15 Dwelling Units).
- Medium (16-50 Dwelling Units).
- Large (More than 50 Dwelling Units).

• Consider review of Development Plan (By-Right and Rezoning) submittals to include evaluation of adherence to the adopted Master Plan and proposed Downtown Urban Design Guidelines document (see below).

• Development Plan submittal checklist should include requirement for provision of an Urban Context Plan, whereby the proposed project is depicted within the surrounding ¼-mile context.

• Consider additional community engagement process(s) for review of Development and Rezoning Plan submittals within the Downtown including collaborative charrettes together with town staff and department heads, adjacent neighborhoods, and other community stakeholders.

## 2. Urban Design Guidelines.

• The existing Urban Design Guidelines 2008 Design Guidebook provides good and broad guidance for design of development throughout the entire Town. However, a new and separate **Downtown Urban Design Guidelines** document should be created to provide specific guidelines focused on the design of new and existing development improvements within the Downtown area - including but not limited to building form and design (including clear definition of building heights in terms of stories and feet), open space, and streets.

• Include urban design strategies for sensitive transition and integration between Downtown and adjacent existing and emerging neighborhoods.

• Craft proposed **Downtown Urban Design Guidelines** to clearly describe and encourage form-based and context sensitive approach to design of new development.

• Identify, inventory, categorize, and value existing building and site conditions for potential retrofit improvements to encourage and enhance compliance with proposed Downtown Urban Design Guidelines.

## 3. Existing Land Use and Development Site Typologies, Form, and Program.

• Define and reinforce appropriate pattern(s) and hierarchy of development and open space in the Downtown (Tier 1 and Tier 2) with intentional building frontages and complimentary building sizes to frame streets and open spaces which transition sensitively between adjacent neighborhoods.

• Follow and enforce proposed **Downtown Urban Design Guidelines** to encourage form-based and context sensitive approach to design of new development.

• Update and expand the Building and Lot Type definitions and design criteria established within the current Zoning Ordinance and/or consider the formation and inclusion of new Types.

• Consider establishing a **Downtown Overlay District**, with clear boundaries and regulations and/or guidelines in support of the adopted Master Plan.

## C. Economic Development Recommendations.

### 1. Existing Ownership Patterns: Town-Owned & Private-Owned Assets.

• Identify underutilized private properties (or portions of) and engage owner(s) to consider opportunities including Access and/or Parking Agreements, Land Swaps, Purchase, or Public Private Partnerships (P3).

• Inventory existing Town-Owned properties and establish/reevaluate strategic planning for future sale, swap, use, and/or potential additions per aggregation with acquisition of adjacent parcels.

• Recognize and plan for a phased approach to potential future development based on the realities of existing land ownership patterns and associated parcel sizes, geometries, and street frontage.

### 2. Existing Development Activity Types and Patterns: Recent, Emerging & Future.

• Engage and encourage collaboration with developers and landowners to share and coordinate recent, emerging, and potential future development concepts and/or intentions per short, medium, and long-term planning horizons.

• Facilitate potential joint-development approaches with multiple developers and landowners.

• Encourage incremental, smaller scale, infill development congruent with existing land ownership, and parcel sizes and geometries.

• Encourage implementation of shared parking and/or joint access agreements.

### 3. Business and Community Development: Support and Leadership.

• Establish and reinforce **Best Practices Criteria** to elevate design quality of existing and new development to enhance commercial viability and success.

• Establish mechanism(s) for management of existing and new commercial activity such as a **Main Street Program** or **Business Improvement District (BID)**.

• Identify, inventory, categorize, and value existing building and site conditions for potential improvement.

• Provide intentional and active marketing and recruitment for local and new business development in the Downtown.

## II. Development Focus Areas and Potential Key Catalytic Projects.

### Overview.

The Plan identifies a range of key catalytic projects intended to stimulate community activity and economic development, and advance/provide essential infrastructure improvements in Downtown Huntersville. Potential projects are focused within each quadrant to support existing downtown blocks and neighborhoods, and to leverage or encourage recent, emerging, and/or currently planned projects, as well as catalyze new development programs and activities. The Projects are organized into categories of Economic Development – Public and Private, and Infrastructure - Transportation (All Modes) and Open Space.

### A. Economic Development.

#### 1. Public:

- a. Town Center Parcel.
- b. Town Hall (New) & Civic Parking Structure.
- c. Town Hall (Existing).
- d. Main Street Town Parcel.
- e. Cultural / Performing Arts Center.
- f. CMS Huntersville Elementary School.

#### 2. Private:

- a. Main Street Mixed-Use Block.
- b. American Legion Site & Building.
- c. Huntersville-Concord Rd & N Church St Corner Mixed-Use Block.
- d. 100 Ranson Street Site & Building.

- e. White Hill Senior Apartments.
- f. Hunter Village Assisted Living.

### B. Infrastructure Development.

#### 1. Transportation (All Modes):

- a. NCDOT Gilead Road Project.
- b. Maxwell Avenue Woonerf (Shared Street).
- c. Walters Street & S Church Street – Improvement & Extension.
- d. Holbrook Street Extension.
- e. Gibson Park Drive - Improvement.
- f. Huntersville-Concord Road – Street Curve Improvement.
- g. Huntersville-Concord Road & Second Street - Intersection Improvement.
- h. The Seam Trail & Church Street – Co-Location & Improvement.
- i. East/West Connector Street.

#### 2. Open Space:

- a. Huntersville Town Square.
- b. Holbrook Park Extension.
- c. Gilead Road Neighborhood Park.
- d. Magla Mills (Walters Street) Neighborhood Park.
- e. S Church Street Greenway Park.
- f. Gibson Park.
- g. Regional Stormwater Facilities.

## III. Implementation and Phasing Strategy.

### Overview.

The 2022 Downtown Master Plan and associated potential Key Catalytic Projects represent a combination of near, medium, and long term improvements and opportunities, for which implementation and phasing will depend on number of variables including, but not limited to: applicable jurisdictional and agency plans and regulations, property ownership and inclination, funding, and economic market demand. Furthermore, it is expected several Key Town Initiatives must be concurrently advanced and/or prepared to support implementation of the various and specific components of the Plan.

### A. Potential Key Catalytic Projects.

A Preliminary Implementation and Phasing Timeline lists and graphs the potential Key Catalytic Projects over 5, 10 and 15-year timeframes (See Figure 2). This graph is intended as a simple 'working' diagram and tool for use by the Town in order to track, prioritize, and calibrate project timing based on applicable variables mentioned above.

Public Economic Development Projects such as the Town Hall Parcel, the Town Hall and Civic Parking Structure, and Main Street Town Parcel are prime candidates for potential near and medium term implementation through public private partnership (P3) development structures. Infrastructure projects such as street improvements and/or new streets, trails, and greenways or large parks are typically phased for design and construction depending on scale and scope along with available funding, which may be sought and potentially obtained through applicable local, state, and federal programs. Evaluation and (re)prioritization of these projects must continue in a manner that is guided by the Plan. Long term projects include those which may require diligent outreach and patient discussions together with existing owners over time to gauge interest and inclination toward future participation in the Plan.

### B. Potential Key Town Initiatives.

A Preliminary Preparation and Implementation Timeline lists and graphs the potential Key Town Initiatives relative to Infrastructure, Land Use / Urban Design, and Economic Development over a 5-year timeframe (See Figure 3). This graph is intended as a simple 'working' diagram and tool for use by the Town in order to track, prioritize, and calibrate timing of each initiative in accordance with department staffing and budget support together with outreach and collaboration with downtown businesses and neighborhoods.



# Executive Summary

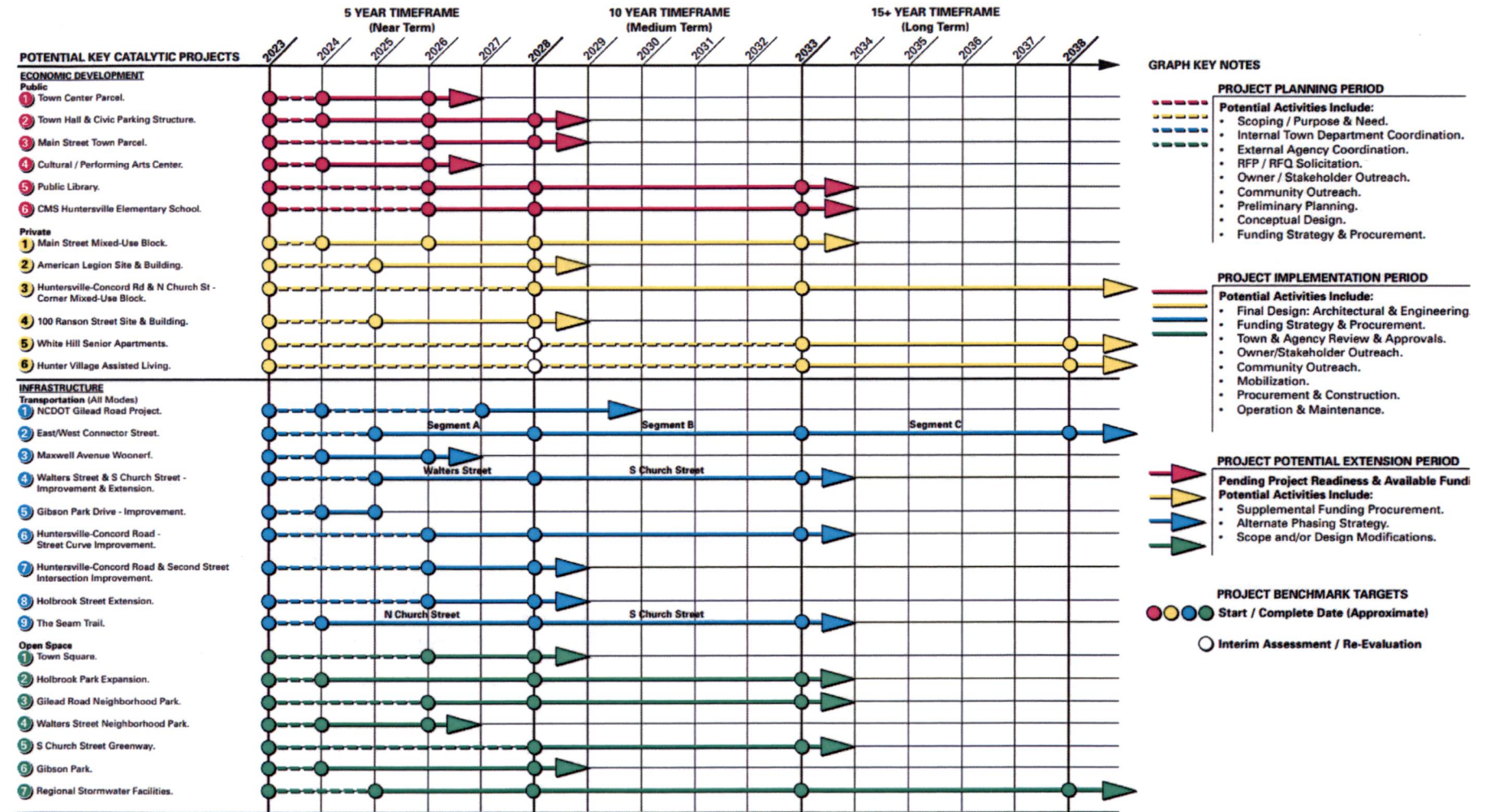


FIGURE 2: Potential Key Catalytic Projects: Preliminary Implementation and Phasing Timeline.

Executive Summary

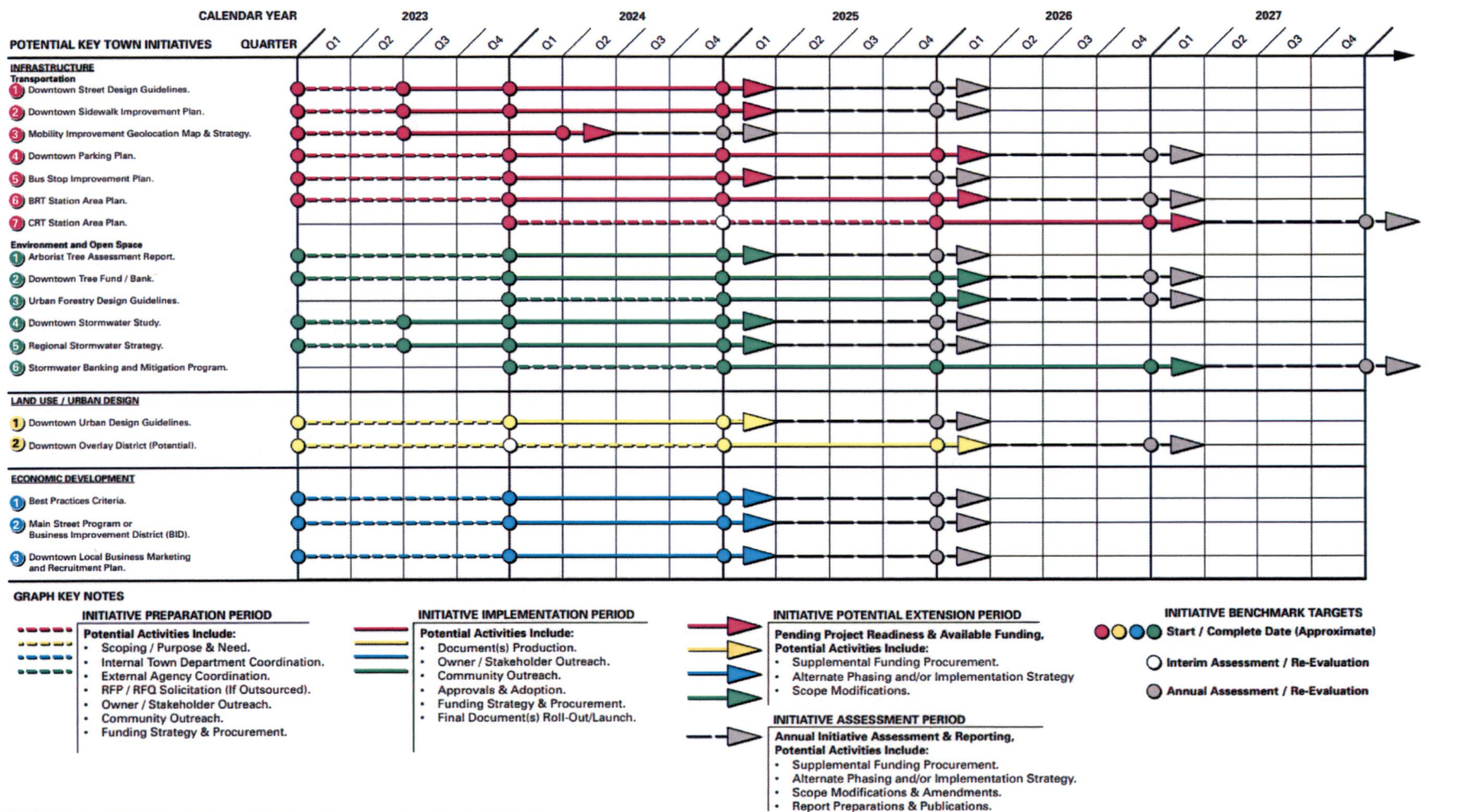


FIGURE 3: Potential Key Town Initiatives: Preliminary Preparation and Implementation Timeline.



## Organizing Principles

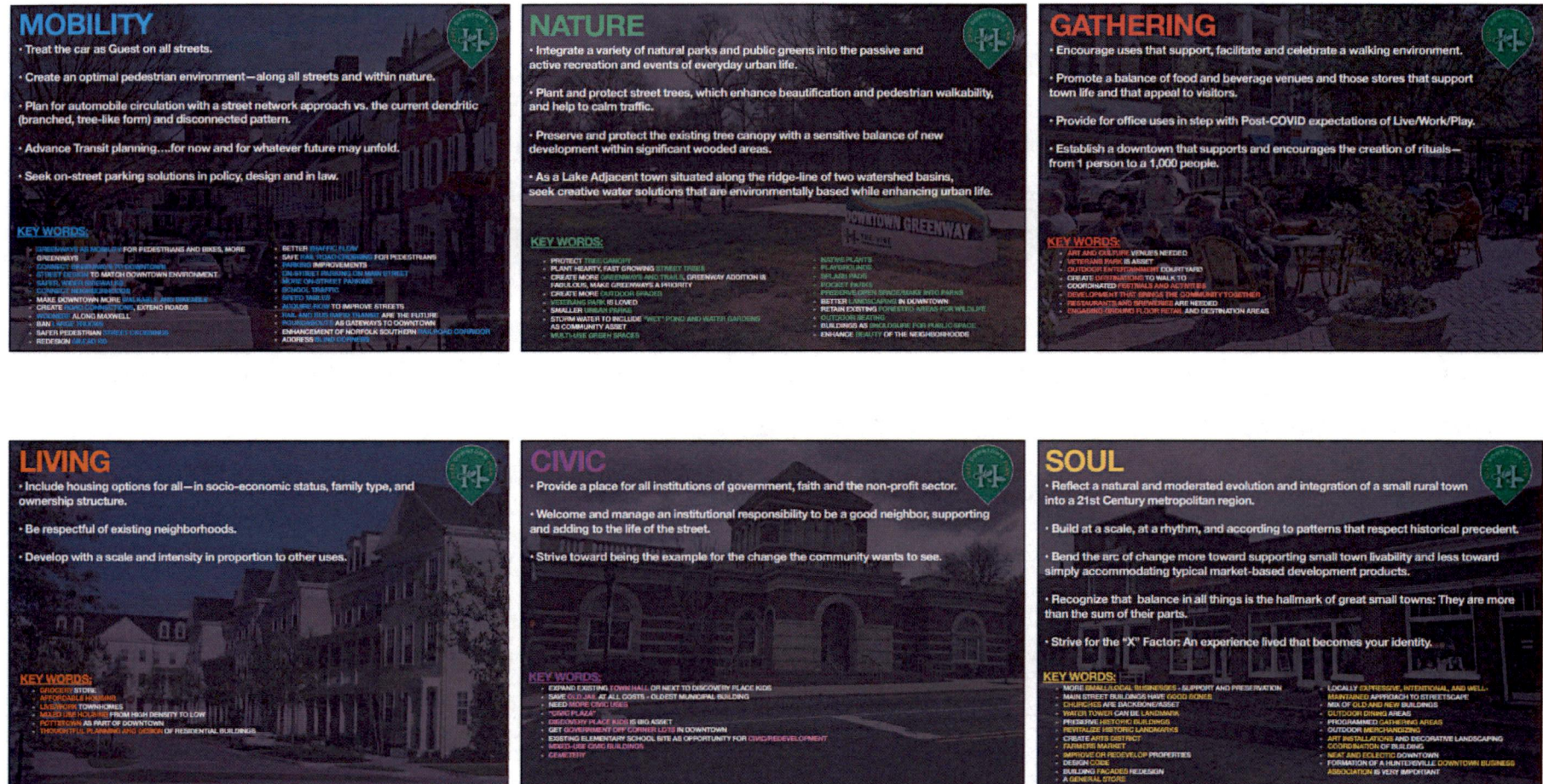


FIGURE 4: Organizing Principles.

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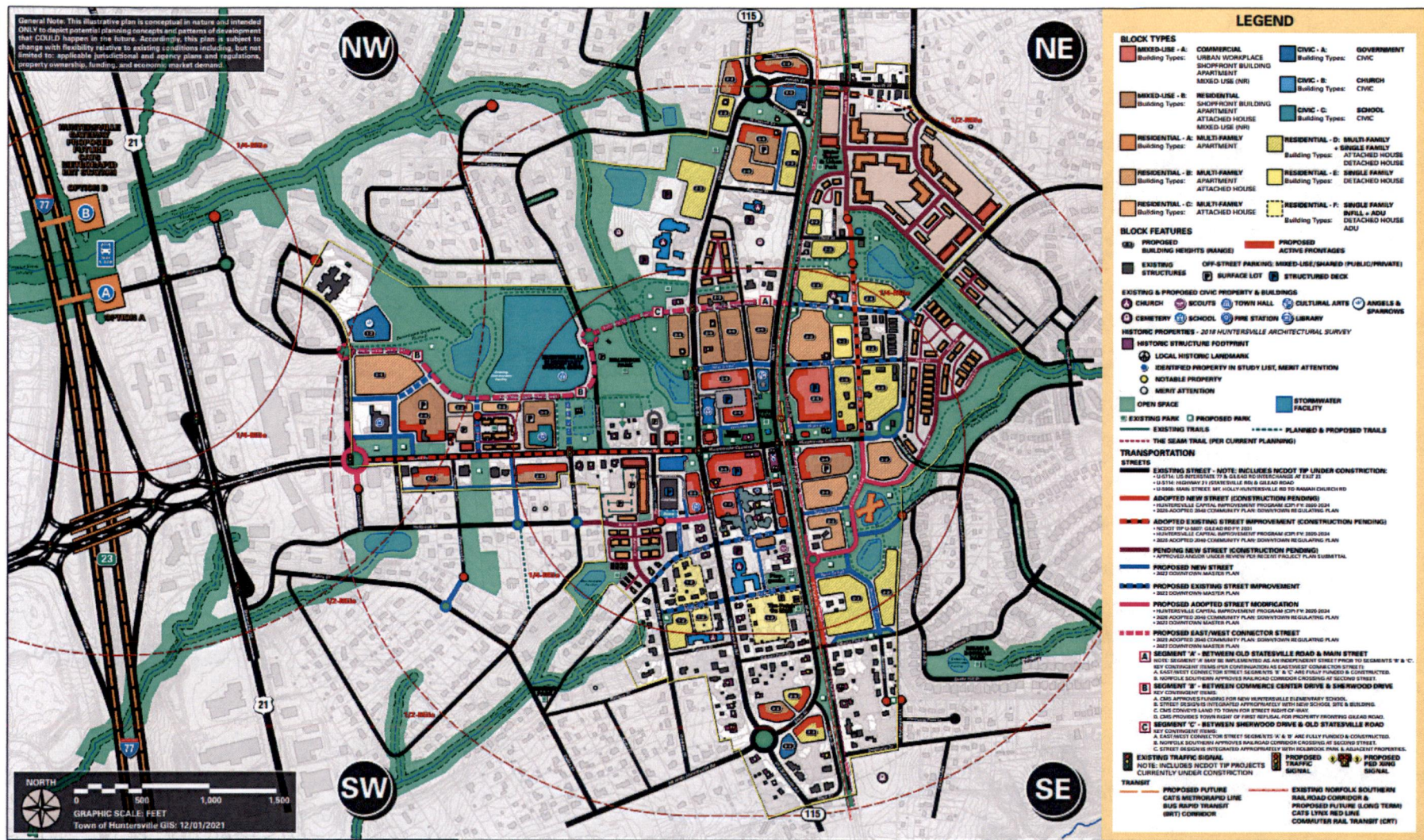


FIGURE 5: 2022 Downtown Master Plan.

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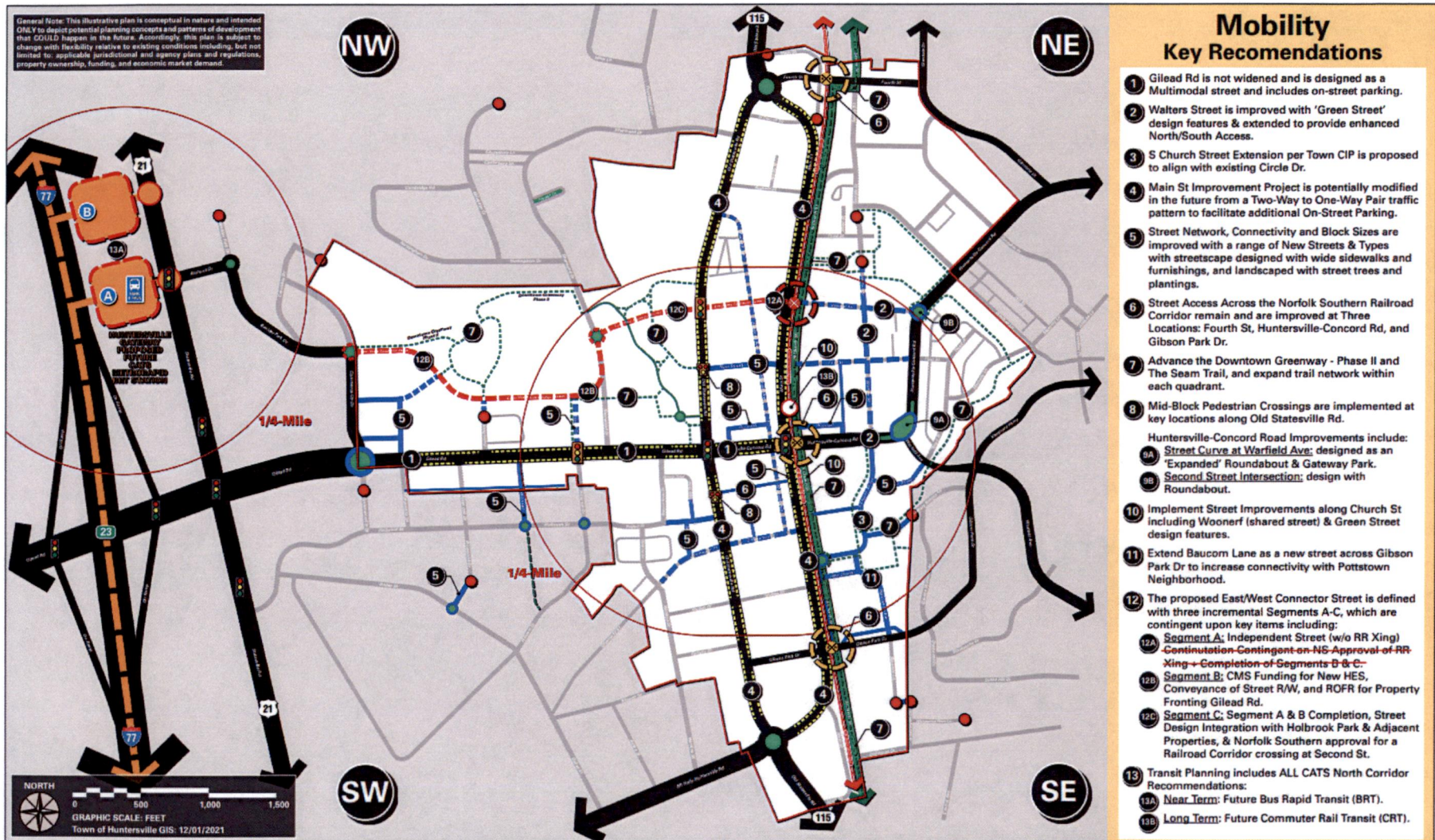


FIGURE 6: 2022 Downtown Master Plan - Organizing Principle: Mobility.

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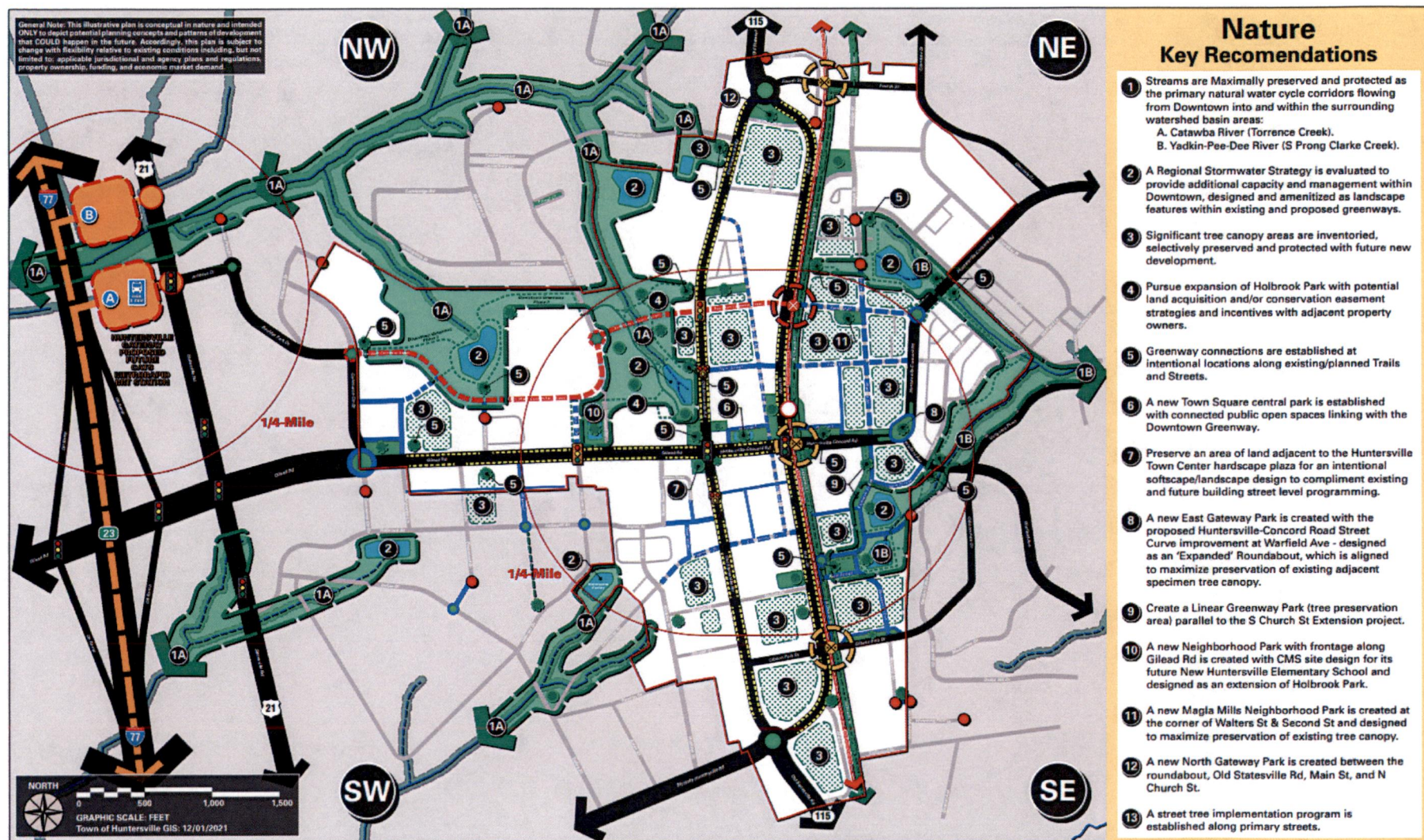


FIGURE 7: 2022 Downtown Master Plan - Organizing Principle: Nature.

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FIGURE 8: 2022 Downtown Master Plan - Organizing Principle: Gathering.



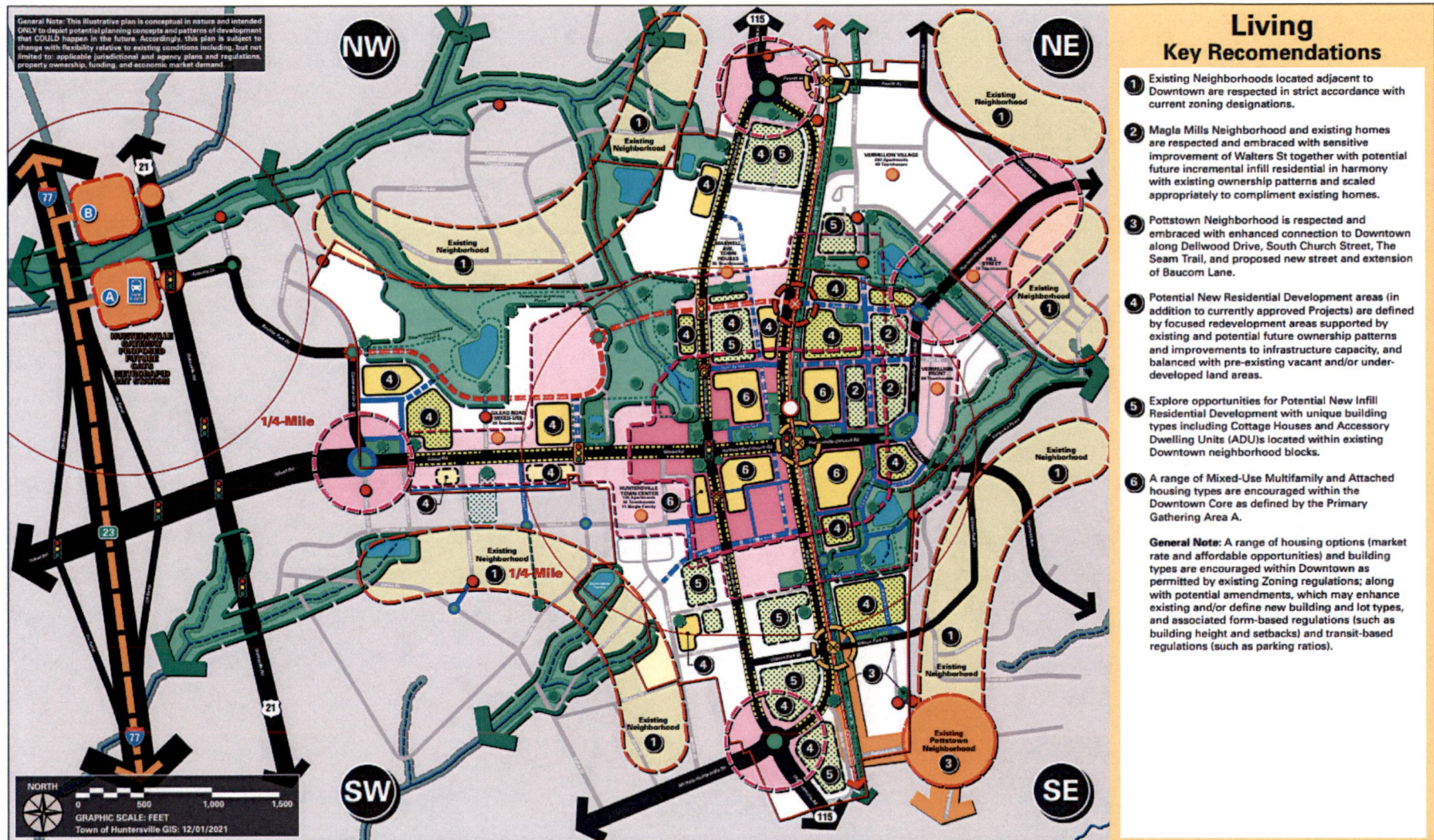


FIGURE 9: 2022 Downtown Master Plan - Organizing Principle: Living.

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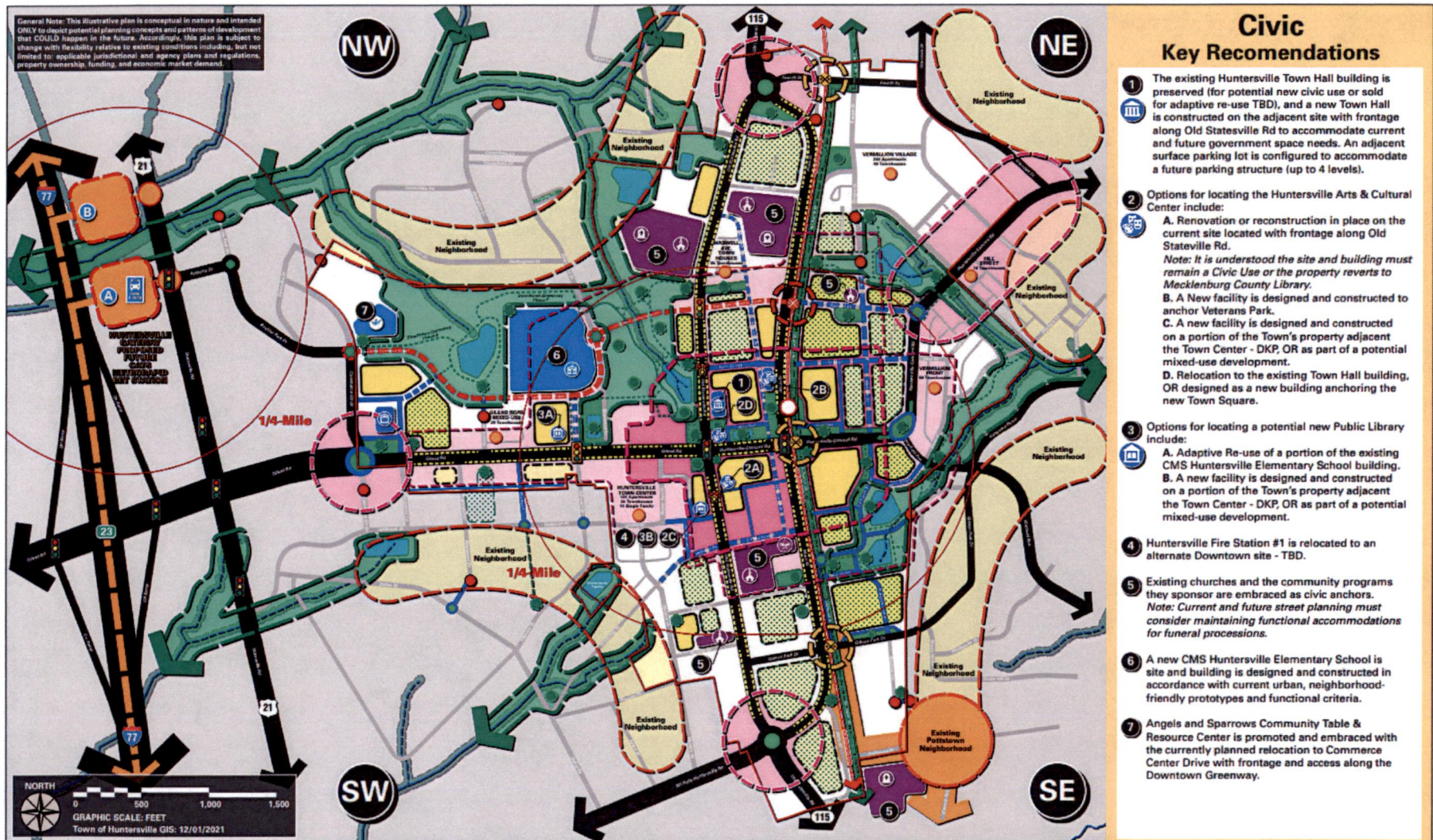
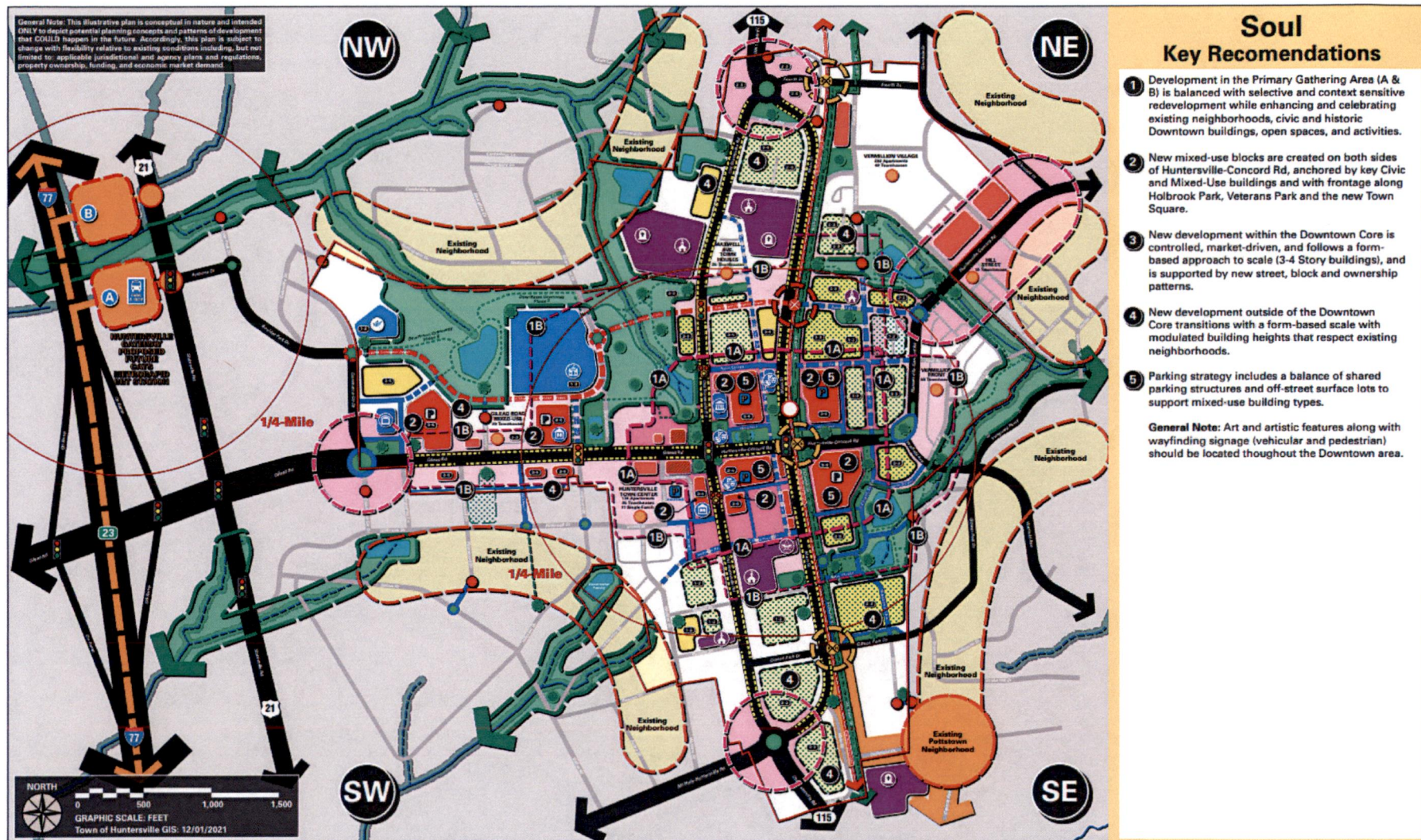


FIGURE 10: 2022 Downtown Master Plan - Organizing Principle: Civic.

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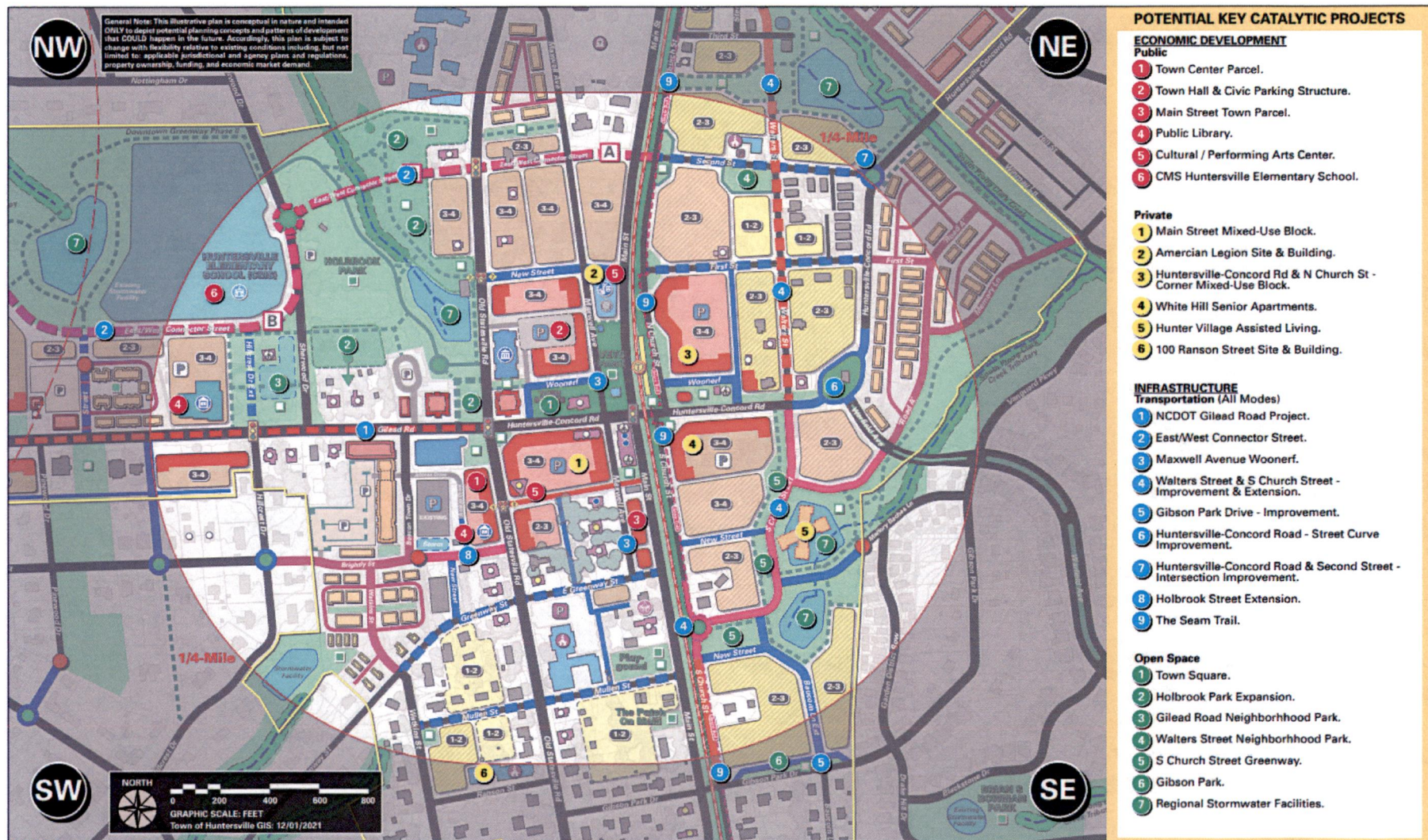


FIGURE 13: 2022 Downtown Master Plan: Potential Key Catalytic Projects.

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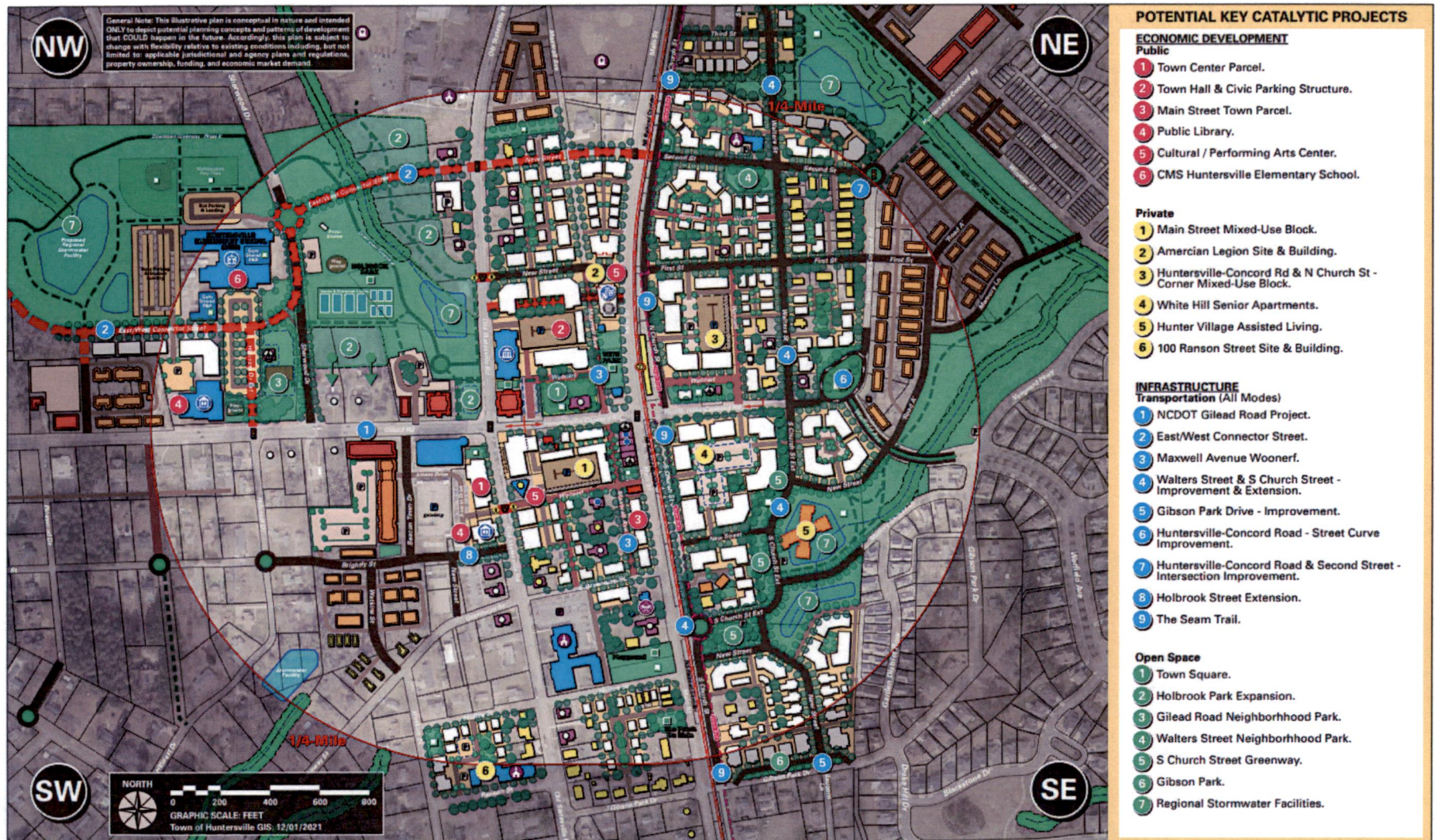


FIGURE 14: Conceptual Vision Plan: Potential Key Catalytic Projects.

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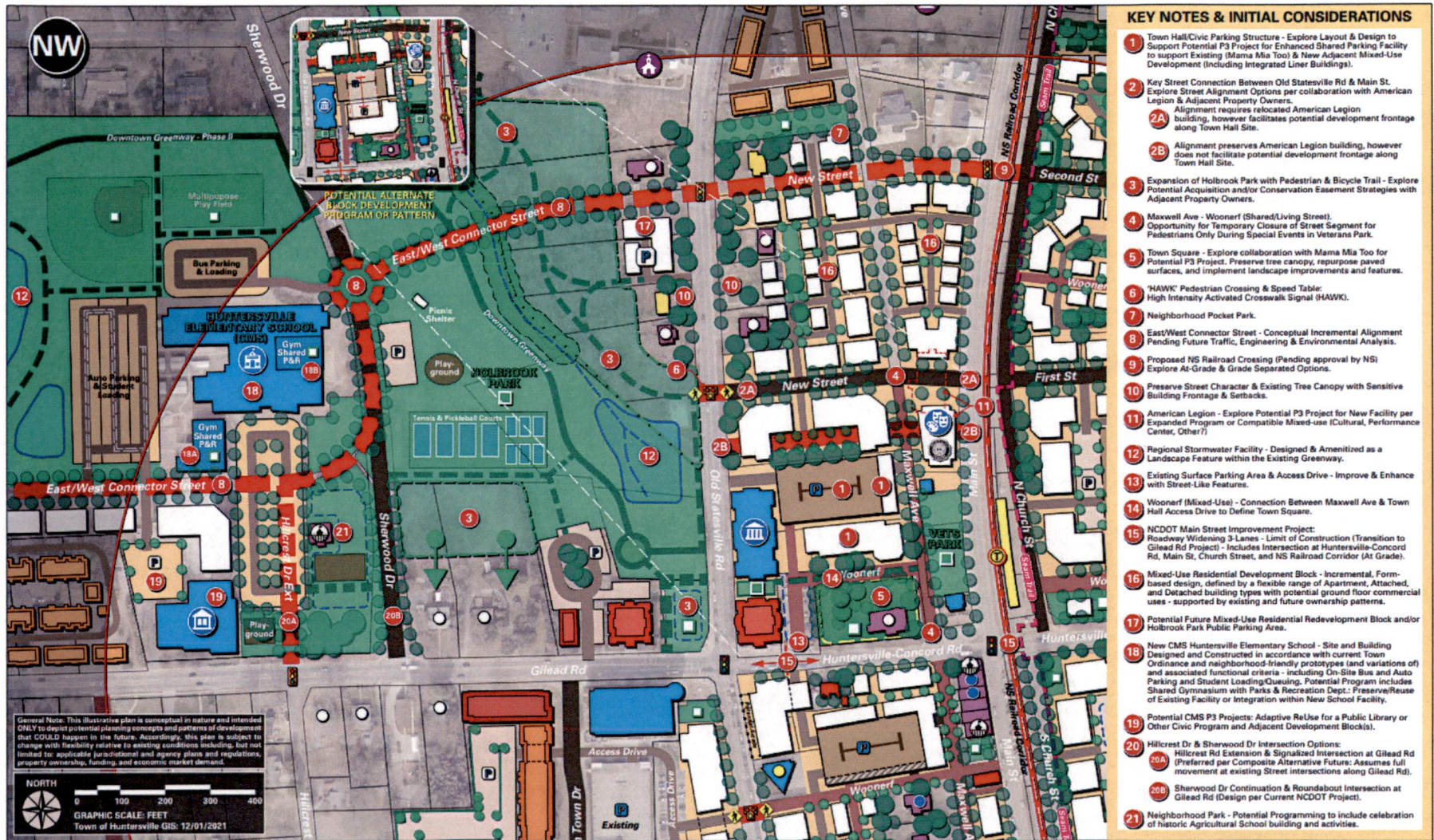


FIGURE 15: Conceptual Vision Plan: Northwest Quadrant.

**DRAFT**



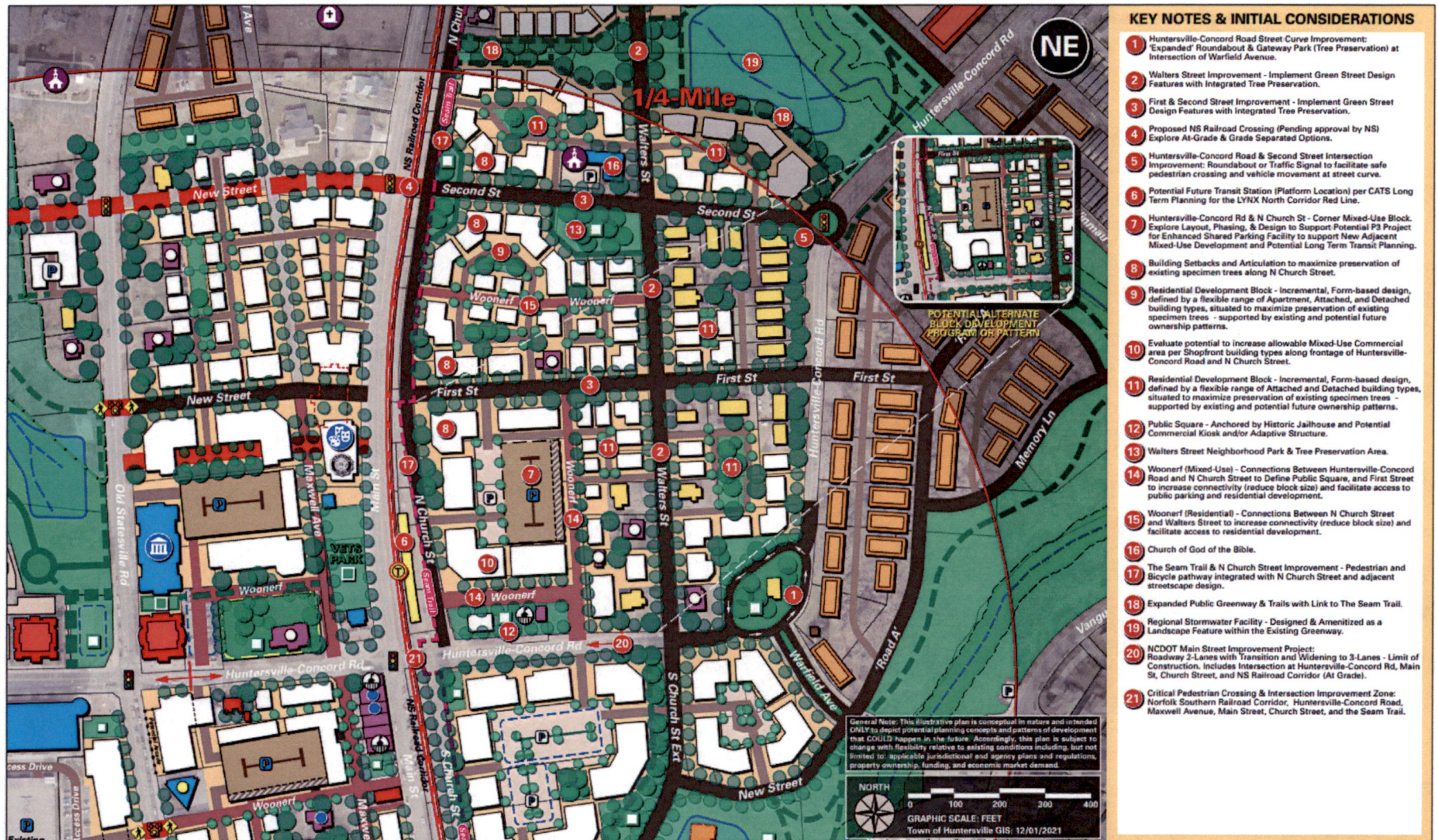


FIGURE 16: Conceptual Vision Plan: Northeast Quadrant.

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FIGURE 17: Conceptual Vision Plan: Southwest Quadrant.

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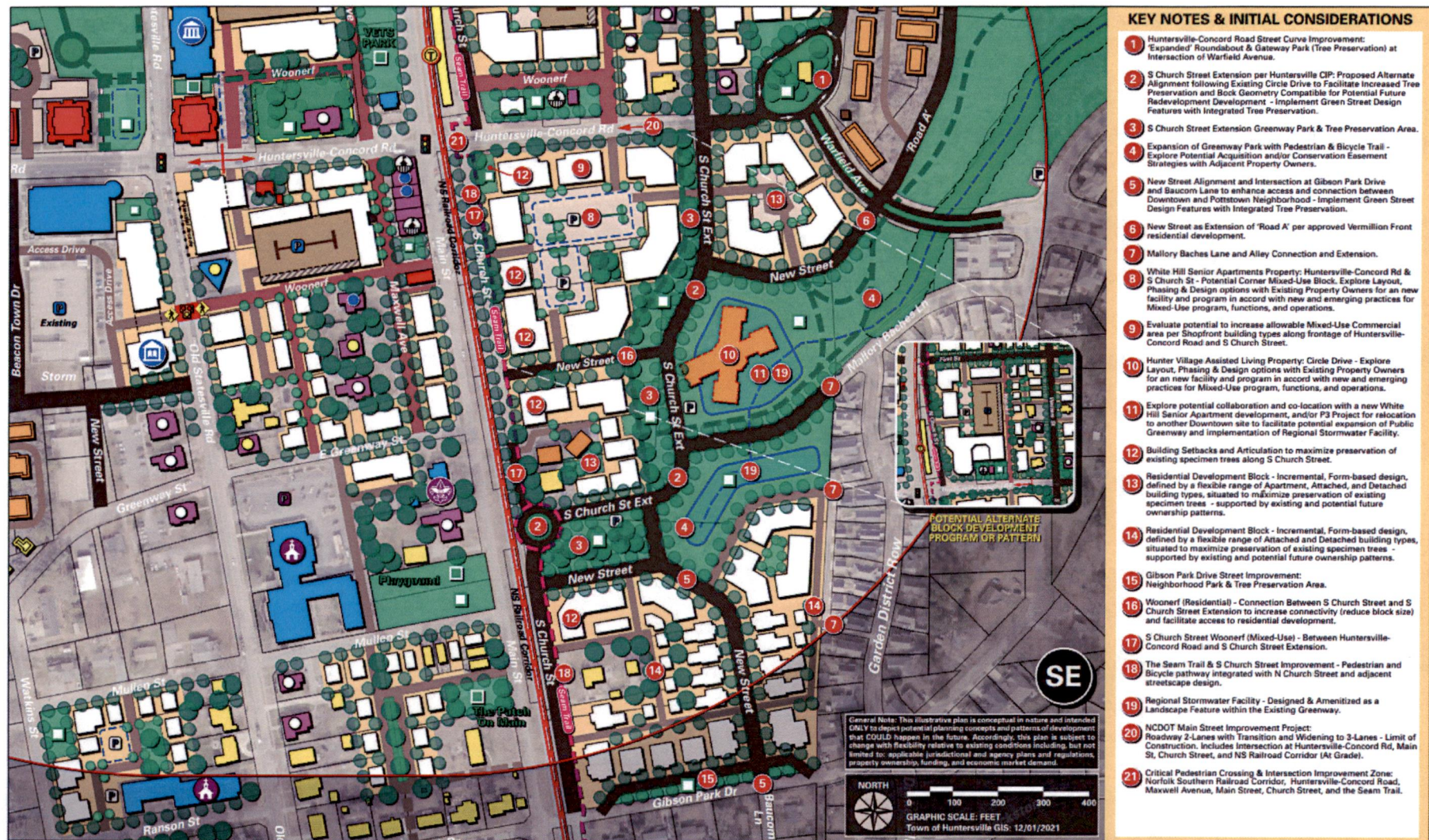


FIGURE 18: Conceptual Vision Plan: Southeast Quadrant.

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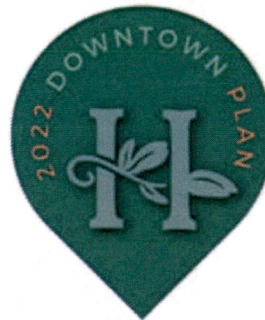


**Town of Huntersville  
Planning Department**

Physical Address:  
105 Gilead Road  
3rd Floor  
Huntersville, NC 28078

Mailing Address:  
PO Box 664  
Huntersville, NC 28070

(704) 875-7000 Phone  
(704) 875-5528 Fax (Attn: Planning)  
[www.huntersville.org](http://www.huntersville.org)



**Shook Kelley CLT, PLLC**

1545 West Trade Street  
Charlotte NC 28216  
(704) 377-0661 Phone  
[www.shookkelley.com](http://www.shookkelley.com)

For access to additional information and documents,  
please visit the 2022 Downtown Master Plan  
Project website: [letsplanhuntersville.org](http://letsplanhuntersville.org)

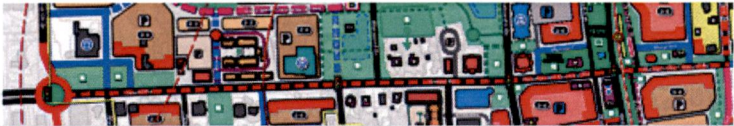
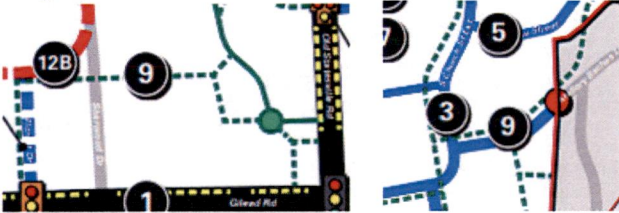
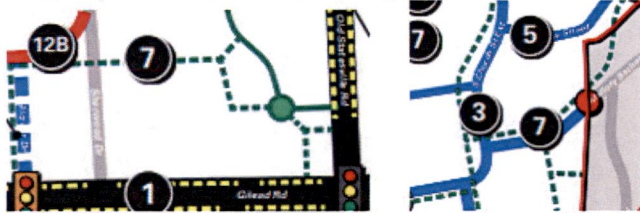


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## Downtown Master Plan Revisions (2023)

| ORIGINAL DRAFT PLAN (1-17-23)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | REVISIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Page 6 (3<sup>rd</sup> column)</p> <p><b>B. Infrastructure Development.</b></p> <p>1. Transportation (All Modes):</p> <ul style="list-style-type: none"> <li>a. NCDOT Gilead Road Project.</li> <li>b. Maxwell Avenue Woonerf (Shared Street).</li> <li>c. Walters Street &amp; S Church Street – Improvement &amp; Extension.</li> <li>d. Holbrook Street Extension.</li> <li>e. <b>Gibson Park Drive - 0 Improvement.</b></li> <li>f. Huntersville-Concord Road – Street Curve Improvement.</li> <li>g. Huntersville-Concord Road &amp; Second Street - Intersection Improvement.</li> <li>h. The Seam Trail &amp; Church Street – Co-Location &amp; Improvement.</li> <li>i. East/West Connector Street.</li> </ul> | <p>Page 6 (3<sup>rd</sup> column)</p> <p><b>B. Infrastructure Development.</b></p> <p>1. Transportation (All Modes):</p> <ul style="list-style-type: none"> <li>a. NCDOT Gilead Road Project.</li> <li>b. Maxwell Avenue Woonerf (Shared Street).</li> <li>c. Walters Street &amp; S Church Street – Improvement &amp; Extension.</li> <li>d. Holbrook Street Extension.</li> <li>e. <b>Gibson Park Drive - Improvement.</b></li> <li>f. Huntersville-Concord Road – Street Curve Improvement.</li> <li>g. Huntersville-Concord Road &amp; Second Street - Intersection Improvement.</li> <li>h. The Seam Trail &amp; Church Street – Co-Location &amp; Improvement.</li> <li>i. East/West Connector Street.</li> </ul> |
| <p>Page 10 change road color from red through Fire Department.</p>  <p><b>ADOPTED NEW STREET (CONSTRUCTION PENDING)</b></p> <ul style="list-style-type: none"> <li>• HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024</li> <li>• 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN</li> </ul>                                                                                                                                                                                                                                                                                                                      | <p>Page 10 new color to clarify road through existing Fire Department was in 2040 Community Plan &amp; 2022 DTMP.</p>  <p><b>PROPOSED ADOPTED STREET MODIFICATION</b></p> <ul style="list-style-type: none"> <li>• HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024</li> <li>• 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN</li> <li>• 2022 DOWNTOWN MASTER PLAN</li> </ul>                                                                                                                                                                                                                               |
| <p>Page 10 change road color from red</p>  <p><b>ADOPTED NEW STREET (CONSTRUCTION PENDING)</b></p> <ul style="list-style-type: none"> <li>• HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024</li> <li>• 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN</li> </ul>                                                                                                                                                                                                                                                                                                                                              | <p>Page 10 change road color to show it was in the 2040 Community Plan and 2022 DTMP</p>  <p><b>PROPOSED ADOPTED STREET MODIFICATION</b></p> <ul style="list-style-type: none"> <li>• HUNTERSVILLE CAPITAL IMPROVEMENT PROGRAM (CIP) FY: 2020-2024</li> <li>• 2020 ADOPTED 2040 COMMUNITY PLAN: DOWNTOWN REGULATING PLAN</li> <li>• 2022 DOWNTOWN MASTER PLAN</li> </ul>                                                                                                                                                                                                                                                           |

| ORIGINAL DRAFT PLAN (1-17-23)                                                                                                                                                                                                                                                                                           | REVISIONS                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                        | <p>Road widening &amp; clarify roundabout is in 2022 DTMP.</p>                                                                                                                                                                             |
| <p>Page 11</p> <p>13 Transit Planning includes ALL CATS North Corridor Recommendations:</p> <p>13A <u>Near Term</u>: Future Bus Rapid Transit (BRT).</p> <p>13A <u>Long Term</u>: Future Commuter Rail Transit (CRT).</p>                                                                                               | <p>Page 11</p> <p>13 Transit Planning includes ALL CATS North Corridor Recommendations:</p> <p>13A <u>Near Term</u>: Future Bus Rapid Transit (BRT).</p> <p>13B <u>Long Term</u>: Future Commuter Rail Transit (CRT).</p>                                                                                                     |
| <p>Page 11</p>                                                                                                                                                                                                                         | <p>Page 11 correct numbering error to #7 vs. #9.</p>  <p>7 Advance the Downtown Greenway - Phase II and The Seam Trail, and expand trail network within each quadrant.</p>                                                                 |
| <p>Page 12</p> <p>1 <b>Greenways</b> along streams are Maximally preserved and protected as the primary natural water cycle corridors flowing from Downtown into and within the surrounding watershed basin areas:</p> <p>A. Catawba River (Torrence Creek).</p> <p>B. Yadkin-Pee-Dee River (S Prong Clarke Creek).</p> | <p>Page 12 to remove "Greenways along".</p> <p>1 Streams are Maximally preserved and protected as the primary natural water cycle corridors flowing from Downtown into and within the surrounding watershed basin areas:</p> <p>A. Catawba River (Torrence Creek).</p> <p>B. Yadkin-Pee-Dee River (S Prong Clarke Creek).</p> |



**Segment A** - Between Old Statesville Road and Main Street.

Note: Segment A may be implemented as an independent street ~~prior to Segments B and C.~~

~~Key Contingent Items (per continuation as East/West Connector Street):~~

~~A. East/West Connector Street Segments B and C are fully funded and constructed.~~

~~B. Norfolk Southern approves railroad corridor crossing at Second Street.~~

**Segment B** - Between Commerce Center Drive and Sherwood Drive.

Key Contingent Items:

A. CMS approves funding for new Huntersville Elementary School.

B. Street design is integrated appropriately with new school site & building.

C. CMS conveys land to town for street right-of-way.

D. CMS provides Town right of first refusal for property fronting Gilead Road.

**Segment C** - Between Sherwood Drive and Old Statesville Road.

Key Contingent Items:

A. East/West Connector Street Segments A and B are fully funded and constructed.

B. Norfolk Southern approves ~~railroad corridor crossing at Second Street.~~ **railroad crossing from Main Street to Church Street.**

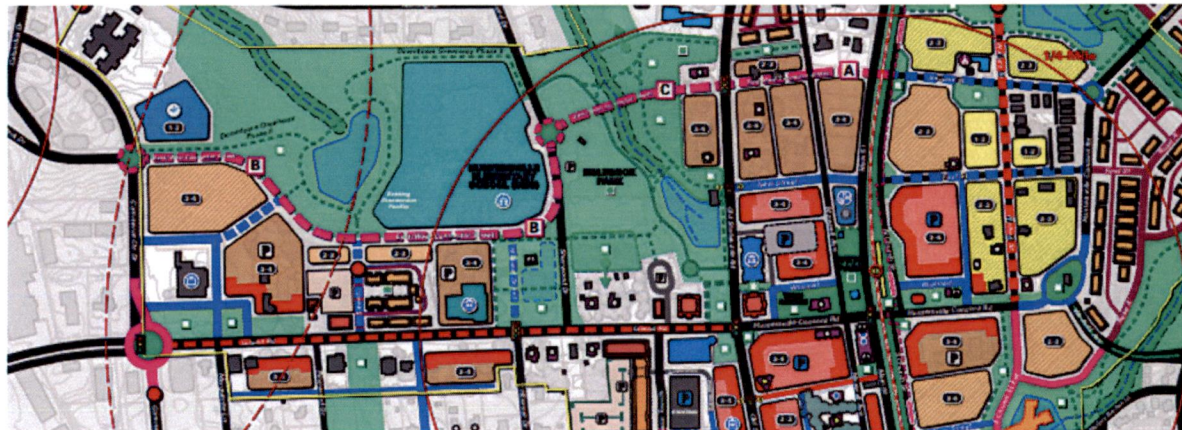
C. Street design is integrated appropriately with Holbrook Park and adjacent properties.

**12** The proposed East/West Connector Street is defined with three incremental Segments A-C, which are contingent upon key items including:

**12A** Segment A: Independent Street (w/o RR Xing)  
~~Continuation Contingent on NS Approval of RR Xing + Completion of Segments B & C.~~

**12B** Segment B: CMS Funding for New HES, Conveyance of Street R/W, and ROFR for Property Fronting Gilead Rd.

**12C** Segment C: Segment A & B Completion, Street Design Integration with Holbrook Park & Adjacent Properties, & Norfolk Southern approval for a Railroad Corridor crossing at Second St.



## MEMORANDUM

Project 21046 / Huntersville 2022 Downtown Master Plan

Re Traffic Analysis Report: Supplemental Clarification

Date 23 February 2023

From Larry R. Zinser II / Shook Kelley

## DISTRIBUTION

**OWNER****Town of Huntersville (TOH):**

|                        |                                                                            |                                                |
|------------------------|----------------------------------------------------------------------------|------------------------------------------------|
| Project Director       | <a href="mailto:jimoneau@huntersville.org">jimoneau@huntersville.org</a>   | Jack Simoneau,<br>Planning Director            |
| Project Coordinator    | <a href="mailto:brichards@huntersville.org">brichards@huntersville.org</a> | Brian Richards,<br>Assistant Planning Director |
| Project Assistant      | <a href="mailto:tbarron@huntersville.org">tbarron@huntersville.org</a>     | Tracy Barron,<br>Executive Assistant           |
| Project Engineers      | <a href="mailto:strott@huntersville.org">strott@huntersville.org</a>       | Stephen Trott,<br>Director of Engineering      |
| Project Transportation | <a href="mailto:hmaloney@huntersville.org">hmaloney@huntersville.org</a>   | Heather Maloney,<br>Sr. Transportation Planner |

**CONSULTANT TEAM****Architect – Lead Consultant:**

|                   |                                                                              |              |
|-------------------|------------------------------------------------------------------------------|--------------|
| Shook Kelley (SK) | <a href="mailto:tshook@shookkelley.com">tshook@shookkelley.com</a>           | Terry Shook  |
|                   | <a href="mailto:larryzinser@shookkelley.com">larryzinser@shookkelley.com</a> | Larry Zinser |

**Transportation & Infrastructure:**

|                      |                                                              |                |
|----------------------|--------------------------------------------------------------|----------------|
| Gannett-Fleming (GF) | <a href="mailto:mholder@GFNET.com">mholder@GFNET.com</a>     | Mike Holder    |
|                      | <a href="mailto:rtipton@GFNET.com">rtipton@GFNET.com</a>     | Rick Tipton    |
|                      | <a href="mailto:lhartland@gfnet.com">lhartland@gfnet.com</a> | Lance Hartland |

## DISCUSSION ITEMS

The following Traffic Analysis Report: Supplemental Clarification is provided in order to highlight and further describe projected benefits to the downtown traffic system per potential addition of the East/West Connector Street.

**OVERVIEW:**

The Traffic Analysis Report (TAR) was prepared by Gannett-Fleming on June 20, 2022 to provide traffic forecast and capacity analysis as part of the Downtown Master Plan process. Six (6) potential future roadway scenarios were evaluated to determine the viability of several network conditions.

Essentially, these six scenarios were evaluated according to three (3) approaches for the street network in the Downtown area:

**We Convene:**

1545 West Trade Street  
Charlotte NC 28216

704 / 377 0661  
[shookkelley.com](http://shookkelley.com)

CHARLOTTE / LOS ANGELES



## In conclusion:

It is evident that ADT (compared to the 2022 volume) is **reduced**, Delay is **reduced**, and LOS at Intersections 1-3 along Huntersville-Concord Road (between NC 115 and Main Street) is **improved** proportionately with the addition and extension of the East/West Connector Street per Approach 2 and 3 (see Attachments A and B).

## Furthermore:

A relatively consistent and acceptable LOS is achieved for all Approaches 1-3 at the street intersections along the segment of Gilead Road between Commerce Center Drive and NC 115.

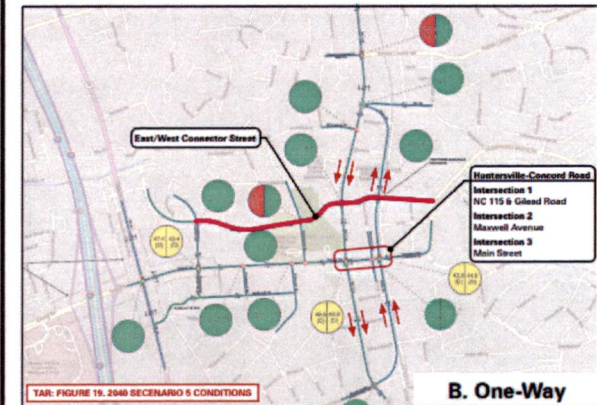
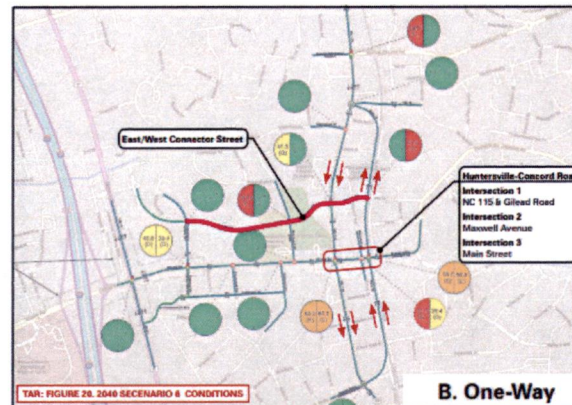
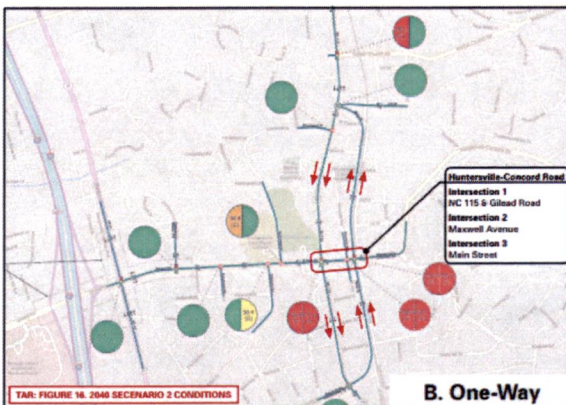
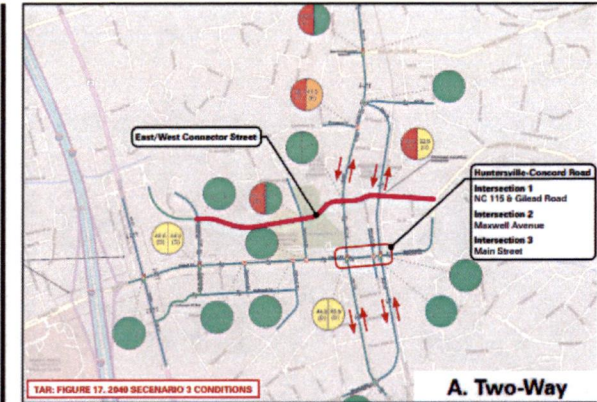
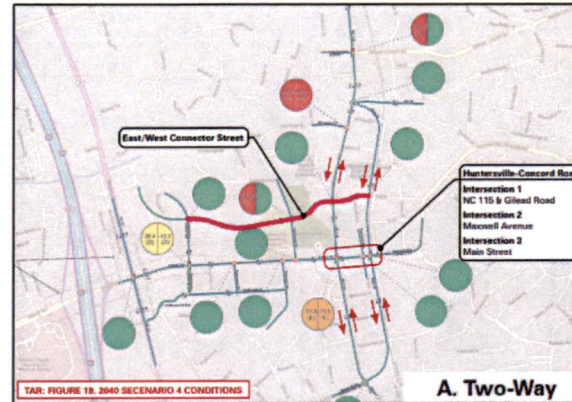
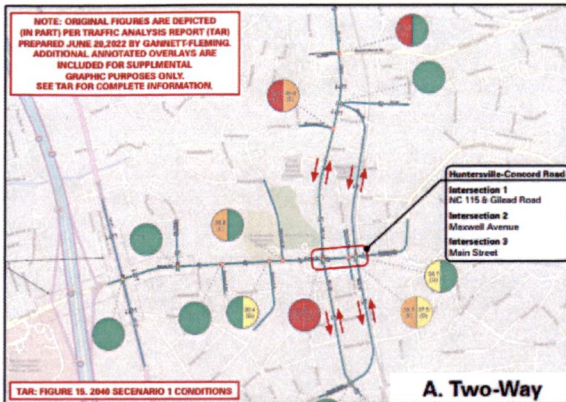
***See the complete Traffic Analysis Report for associated maps and information along with impacts to other street segments and intersections.***

Gilead Road.

Subsequent to the Traffic Analysis Report, in consideration of potential Options for Gilead Road per North Carolina Department of Transportation (NCDOT)'s Transportation Improvement Program (TIP)#: U-5807 and its current Preliminary Engineering design (see Attachment C), the Downtown Plan Steering Committee (DPSC) suggested that more time is needed to understand the actual impacts (positive or negative) per completion of NCDOT's current roadway improvement projects (i.e. Main Street, NC 21, and I-77 Interchange) along with a comprehensive approach to evaluating east/west connectivity in the greater Huntersville area. Notwithstanding, the general consensus by the DPSC and citizen survey responses is that Gilead Road should not be widened.

Meanwhile, the Town has engaged its metropolitan planning organization (MPO) to conduct updated traffic modeling, which includes a comprehensive approach together with the 'East/West Connector Street' to determine its potential to help reduce congestion in the Downtown. The MPO expects to complete modeling within the first quarter of 2023, at which time the Town can evaluate and share results with NCDOT, and decide if and how they may





**Approach 1: No New Roadways**

**Approach 2: East/West Connector Street  
Between Commerce Center Drive and Main Street  
(Without Norfolk Southern railroad crossing)**

**Approach 3: East/West Connector Street  
Between Commerce Center Drive and Huntersville-Concord Road  
(With Norfolk Southern railroad crossing)**

Intersection 1 - NC 115 and Gilead Road  
LOS = F

Intersection 1 - NC 115 and Gilead Road  
LOS = E

Intersection 1 - NC 115 and Gilead Road  
LOS = D

**SUMMARY**

ADT (compared to 2022 Volume) is reduced, Delay is reduced, and LOS at Intersections 1-3 along Huntersville-Concord Road is improved proportionately with the addition and extension of the East/West Connector Street per Approach 2 and 3. A relatively consistent and acceptable LOS is achieved for all Approaches 1-3 at the street intersections along the segment of Gilead Road between Commerce Center Drive and NC 115.

**shook kelley**

1545 West Trade Street  
Charlotte NC 28216

o 704 / 377 / 0661  
f 704 / 377 / 0953  
www.shookkelley.com

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**Town of Huntersville, NC**  
2022 Downtown  
Master Plan

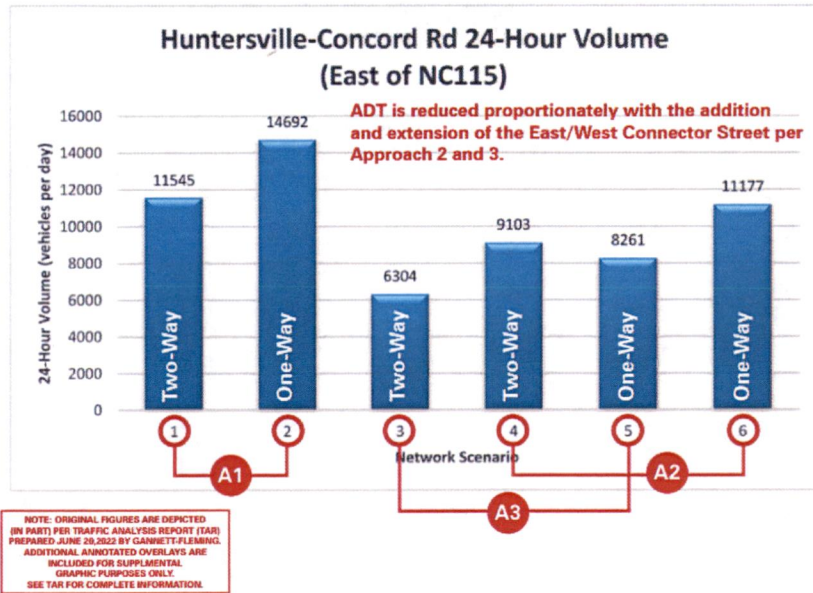
Prepared for:  
Town of Huntersville  
105 Gilead Road, 3rd Floor  
Huntersville, NC 28070

Project: 21046  
Issue Date:  
23 February 2023

**Traffic Analysis  
Supplemental Clarification  
TA-SC:1.1**



Figure 21 – 2040 Daily Volumes on Huntersville-Concord Road



**Graph Overlay Key**

- A1 Approach 1: No New Roadways**
- A2 Approach 2: East/West Connector Street Between Commerce Center Drive and Main Street (Without Norfolk Southern railroad crossing)**
- A3 Approach 3: East/West Connector Street Between Commerce Center Drive and Huntersville-Concord Road (With Norfolk Southern railroad crossing)**

Figure 22 – 2040 Gilead Road/Huntersville-Concord AM Peak Hour Delay

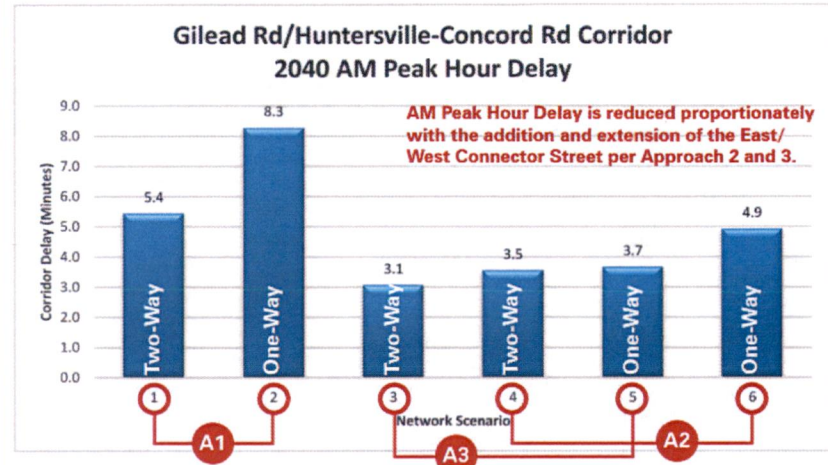
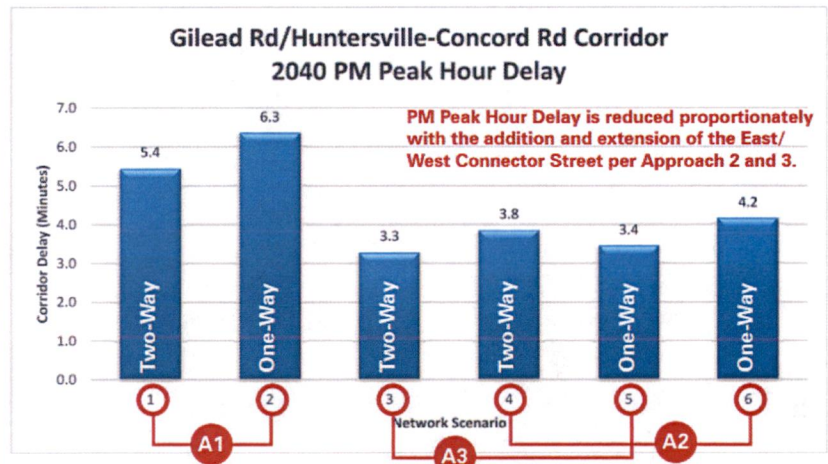


Figure 23 – 2040 Gilead Road/Huntersville-Concord PM Peak Hour Delay





### DOWNTOWN TRANSPORTATION MOBILITY MEETING.

On September 13, 2022, a Downtown Transportation and Mobility Meeting between Brett Canipe, PE - Division Engineer with Highway Division 10, North Carolina Department of Transportation (NCDOT) and the Project Team was conducted in Huntersville as an open discussion to share the Town's vision and policies as supported by the community, along with initial planning concepts and the Traffic Analysis for NCDOT's consideration relative to development of the 2022 Downtown Master Plan. And, how best to collaborate on establishing street design criteria for future implementation along Gilead Road (per NCDOT's Transportation Improvement Project (TIP) #: U-5807).

During the meeting, it was learned that NCDOT has restored funding for the Gilead Road Project and that design is to resume with construction scheduled to commence in 2027. The current Gilead Road Project is scoped and scored as a 'capacity' project in the NCDOT State Transportation Improvement Program (STIP), whereby achieving at least a minimum Level of Service D is paramount. (Note: A Level of Service E is acceptable by the Town in the Downtown Area during peak hours.) In addition, NCDOT shared a Draft Preliminary Engineering design for the Gilead Road Project depicting roundabout intersections at Commerce Center Drive and Sherwood Drive with a continuous, unbroken median in between. Furthermore, the intersection of Gilead Road and NC 115 is expanded by several lanes - 6 lanes on Gilead Road, 5 lanes on NC 115 (north), and 4/5 lanes on Huntersville-Concord Road (See Figure 48).

However, it is understood this current Draft plan does not provide an adequate Level of Service for this segment of Gilead Road and therefore design must be advanced suitably. Furthermore, it is unclear and perhaps unlikely that an updated Gilead Road roadway design by NCDOT will comport with the Town's vision for pedestrian and bicycle mobility in the Downtown Core Area. Brett Canipe explained the Town does have the option to take over maintenance and ownership of Gilead Road. However, if the Town pursues this option, specific assurances (yet to be determined) must be implemented relative to maintaining adequate operation of NCDOT's I-77 Interchange and NC 21 roadway projects.

As follow-up to the Downtown Transportation and Mobility Meeting, Gannett-Fleming prepared the following outline of Options describing potential pathways for Gilead Road per NCDOT's TIP #: U-5807 and its current Preliminary Engineering design shared during the meeting.

#### Option 1:

- Do not remove the Gilead Road widening project from the STIP.
- Do not move forward with the proposed 'East/West Connector Street' as a Town street.
- Work closely with NCDOT as they advance the Gilead Road project to incorporate a more bike/ped friendly design incorporating elements of NCDOT's Complete Streets policy and standards.

#### Option 2:

- Do not remove the Gilead Road widening project from the STIP.
- Adopt the 'East/West Connector Street' into the Town's Transportation Plan.
- Identify funding for the 'East/West Connector Street' as a Town street.
- Work with the Metropolitan Planning Organization (MPO) to get the 'East/West Connector Street' included in the regional model in a timely manner in order to not cause delays to the Gilead Road project.
- Work closely with NCDOT as they move forward with a narrower typical section concept that is based on new traffic forecasts from the MPO model that includes the proposed 'East/West Connector Street'.

#### Option 3:

- Recommend the removal of the Gilead Road widening project from the STIP.
- Adopt the 'East/West Connector Street' into the Town's Transportation Plan.
- Proceed forward with the 'East/West Connector Street' funding and construction as a Town street.

#### Option 4:

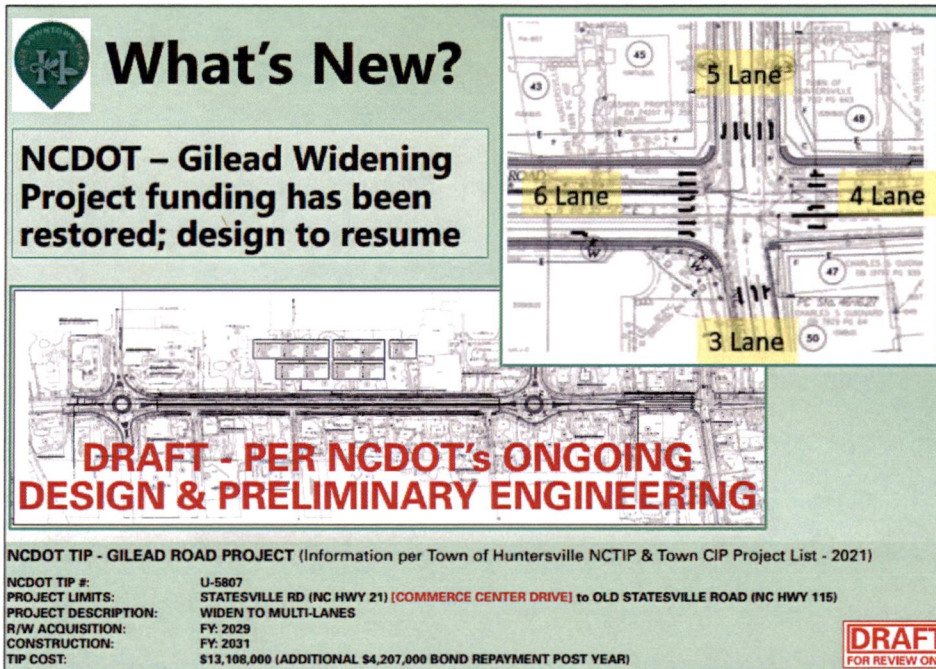


FIGURE 48: NCDOT Gilead Road Project.

- Recommend the removal of the Gilead Road widening project from the STIP.
- Town will take over maintenance and ownership of Gilead Road.
- Upgrade the Gilead Road corridor based on the Town's Standards and Vision.
- Adopt the 'East/West Connector Street' into the Town's Transportation Plan.
- Proceed forward with the 'East/West Connector Street' funding and construction as a Town street.

#### Option 5:

- Recommend the removal of the Gilead Road widening project from the STIP.
- Do not move forward with the 'East/West Connector Street' as a Town street.
- Town will take over maintenance of Gilead Road.
- Upgrade the Gilead Road corridor based on the Town's Standards and Vision.

#### Option 6:

- Recommend the removal of the Gilead Road widening project from the STIP.
- Do not move forward with the 'East/West Connector Street' as a Town street.

#### Option 7 (Potential):

- Request delay and/or lower position of the Gilead Road widening project within the current NCDOT STIP.

In consideration of these options, the DPSC suggested that more time is needed to understand the actual impacts (positive or negative) per completion of NCDOT's current roadway improvement projects (i.e. Main Street, NC 21, and I-77 Interchange) along with a comprehensive approach to evaluating east/west connectivity in the greater Huntersville area. Notwithstanding, the general consensus by the DPSC and citizen survey responses is that Gilead Road should not be widened.

Meanwhile, the Town has engaged its metropolitan planning organization (MPO) to conduct updated traffic modeling, which includes a comprehensive approach together with the 'East/West Connector Street' to determine its potential to help reduce congestion in the Downtown. The MPO expects to complete modeling within the first quarter of 2023, at which time the Town can evaluate and share results with NCDOT, and decide if and how they may influence the design of Gilead Road in a manner that embraces the Town's vision. The Town can then determine the appropriate Option to pursue for the future of Gilead Road.

**DRAFT**



## **RESOLUTION IN RESPONSE TO PROPOSED MEDIC RESPONSE RECONFIGURATION**

**WHEREAS**, the Town of Huntersville ("Town") has a core value that says the Town must be a safe place to live, work, and play, so the Town will work in partnership with the community to protect lives, property, and the public realm; and

**WHEREAS**, the Town aspires to provide efficient and high-quality public services and facilities through thoughtful and proactive planning, reasonable stewardship of town resources, and a professional and committed workforce; and

**WHEREAS**, public safety is one of the core responsibilities of the Town and of critical importance to the Town of Huntersville Board of Commissioners ("Town Board"); and

**WHEREAS**, Huntersville Fire Department, Inc. ("HFD") provides critical fire protection and emergency medical services and is an asset to our community; and

**WHEREAS**, HFD is a first responder agency under contract with MEDIC to provide first responder/emergency medical services ("EMS") services within the Town and the Town's Extra Territorial Jurisdiction ("ETJ"); and

**WHEREAS**, MEDIC has proposed a response reconfiguration for the purpose of better managing their limited resources and assets of the system while providing better responses to higher acuity EMS calls and minimize more risky lights and sirens responses; and

**WHEREAS**, MEDIC can implement this change without the approval of the Town Board; and

**WHEREAS**, HFD and the Town Board have concerns about the proposed reconfiguration's impact on HFD's ability to provide services to the community and concerns that EMS calls in the Town will not all receive a response from HFD.

**NOW THEREFORE, BE IT RESOLVED**, that the Town Board does hereby request the following should the proposed reconfiguration go into effect:

1. That HFD be provided with all the call data for the calls originating in the Town simultaneously when MEDIC receives the data so that HFD has the same information that MEDIC does and to ensure that HFD personnel have the needed information to change the response priority, if warranted.
2. That HFD be dispatched to all EMS calls for service in the Town's jurisdiction as determined per the current protocol.
3. That MEDIC, HFD, and all other interested parties conduct frequent briefings to analyze the data and discuss the proposed new reconfiguration to determine if there are any impacts to HFD, the citizens of the Town, or any other communities in Mecklenburg County (the "County").

## **Exhibit No. 4**



4. That, promptly upon the determination of any material deficiencies in services to the citizens of the Town, the Town Board expects MEDIC to immediately take action to rectify the situation; expected actions include, but are not limited to, adjustments to the new configuration, new changes to the configuration, or a return to the previous configuration.
5. That MEDIC provide response time data (for Priority 1, 2, and 3) to each municipality and extraterritorial jurisdiction within the County on a monthly basis to ensure that response goals are met within all areas of the County.
6. That MEDIC evaluate the large and multi-jurisdictional North Zone (which includes parts of Charlotte and all of Cornelius, Davidson, and Huntersville) to determine appropriate geographically defined zones that will capture response times that are more representative and reflective of the three north Mecklenburg towns, such as a 3-town zone including Cornelius, Davidson, and Huntersville.
7. That promptly upon determination of continual failed response goals in northern Mecklenburg County (from the Town's southernmost limits to the most northern point of the County) MEDIC take immediate action to study and determine the best possible ambulance coverage plan for this area.

Approved this 17<sup>th</sup> day of April 2023.

ATTEST:

---

Janet Pierson, Town Clerk

---

Melinda Bales, Mayor

APPROVED AS TO FORM:

---

Emily Sloop, Town Attorney



# Proposal

HVAC | BUILDING AUTOMATION | SECURITY | FIRE ALARM | LOW VOLTAGE

DATE: 4/6/2023

TO: Huntersville Family Fitness & Aquatics

PROJECT: Huntersville Family Fitness & Aquatics

ATTN: Town of Huntersville

LOCATION: 11725 Verhoeff Drive  
Huntersville NC 28078

PROPOSAL #: 2312541

SITE VISITED: Yes

LICENSE #: North Carolina 18961

SCHEDULE: During normal working hours

South Carolina: M111755

DRAWING DATE: N/A

SPECIFICATION DATE: N/A

ADDENDA: No

MSS Solutions, LLC proposes to provide labor, material, and equipment to perform the work described below for the net price of:

**ONE MILLION NINE HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS-----**  
**-----\$1,934,764.00 USD**

For the above price, this proposal includes:

- Remove two (2) existing dehumidification units from site
- Furnish and install two (2) dehumidification units
- Transition new duct from dehumidification units to existing ductwork with corrosion resistant metals
- Reconnect heating hot water piping to dehumidification units
- Modify existing return on AHU-1 and AHU-2
- Replace existing ductwork with fabric duct
- One (1) year quarterly preventive maintenance
- Two (2) year parts and labor warranty for dehumidification units
- Additional 3-5 years labor warranty
- Mechanical HVAC
- Condensate drain piping
- Electrical power wiring and disconnects
- Daily clean up
- Ductwork per SMACNA standards
- Insulation
- Labels and identification of mechanical equipment and systems

Exhibit No. 5



- Lifting, hoisting, crane and rigging
  - Operation and maintenance manuals, training, and one (1) year warranty (except as noted above)
  - Pipe, valves and fittings per specified ASTM standards and globally sourced
  - Permit fees
  - Sales tax on material and equipment only
  - Start up and check out
  - Submittals
  - Temperature controls
  - Test and balance
- 

This proposal does not include:

- Pool water heating piping
  - Abatement and or testing of hazardous materials
  - Allowances and or contingencies
  - Chemical treatment
  - Building automation system
  - Seismic
  - Heat trace
  - Air distribution devices
  - BIM and coordination
  - Bid bond and or payment and performance bond
  - Cleaning and or leak testing of existing ductwork or piping
  - Commissioning agent
  - Cutting, coring and patching including floors, walls and roofs
  - Dedicated clean up and or safety crew
  - Demolition and or relocation of existing HVAC equipment and or systems not noted
  - Dumpsters and dumpster rental fees
  - Fire caulking and or sound stopping for HVAC
  - Interlock of HVAC systems to fire alarm systems and or connecting smoke detectors to fire alarm
  - Line freezing or blocking for piping system tie-ins (Should existing shut-off valves do not hold)
  - Liquidated damages
  - Painting and or priming of mechanical systems
  - Structural engineering and or structural steel supports
  - Temporary HVAC and or utilities
  - Warranty and or repair of existing HVAC equipment and or systems
  - If not specifically included above the item has been excluded
-

## Signatures

### IMPORTANT:

- **SALES TAX WILL BE ADDED TO THE ABOVE AMOUNTS UNLESS A NCDOR E-589CI AFFIDAVIT OF CAPITAL IMPROVEMENT IS SIGNED & RECEIVED WITH PURCHASE ORDER OR CONTRACT.**
- **THE ABOVE PRICE, DELIVERY/PERFORMANCE DATE, AND/OR TIME TO COMPLETE THE SCOPE OF WORK ARE SUBJECT TO CHANGE DUE TO LABOR SHORTAGES, SUPPLY CHAIN ISSUES AND/OR COVID-19 RELATED PROTOCOLS.**

This proposal is subject to MSS Standard Terms and Conditions of Sale effective on the date of the proposal, which are incorporated in full by this reference. The MSS Standard Terms and Conditions of Sale are available upon request, attached hereto, and/or can be found on <https://msssolutions.com/terms>. Any conduct by Purchaser which recognizes the existence of a contract pertaining to this proposal shall be considered acceptance of this proposal and all of its terms and conditions. This proposal is hereby accepted and MSS is authorized to proceed with the work; subject, however to credit approval by MSS.

Purchaser: \_\_\_\_\_

Seller: MSS Solutions, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Alli Dennis

Title: \_\_\_\_\_

Title: Account Manager

Date: \_\_\_\_\_

Date: 4/6/2023

PO: \_\_\_\_\_

MSS Office: 11524 Wilmar Blvd., Charlotte, NC





## HUNTERSVILLE TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") shall govern all proposals, quotations, orders and contracts for the sale of goods and services of MSS to Purchaser. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Purchaser's request for proposal/quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of MSS and Purchaser. MSS's acknowledgement of Purchaser's order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

### 1. **DEFINITIONS:**

"MSS" means MSS Solutions, LLC or the affiliated MSS entity named in the proposal or order which is providing the goods and/or services. "Purchaser" means the company who accepted MSS's offer or is named in the order. The goods and/or services provided by MSS to Purchaser shall collectively be referred to as "Work".

**2. PRICES & TAXES:** Unless otherwise mutually agreed to in writing, prices do not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by MSS or, alternatively, shall provide MSS with acceptable tax exemption certificates. MSS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the Work. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

**3. DELIVERY & PERFORMANCE:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and MSS shall use commercially reasonable efforts to meet such dates; provided, however, that MSS shall not be liable in damages or otherwise, nor shall Purchaser be relieved of its performance hereunder, because of MSS's failure to meet them. Additionally, MSS shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; customer requested order changes; fires, floods, storms, accidents, or acts of God; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee and/or governmental restrictions; any statute, sanction, injunction or other governmental restraint or prohibition; or other causes beyond MSS's reasonable control. In the event of any such delay, the date of delivery/performance shall be extended for a length of time at least equal to the period of the delay. All Work for which MSS does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted. If Purchaser fails to perform any of its obligations under this agreement, MSS shall be entitled to suspend its performance under the agreement until such time as Purchaser performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount time determined in MSS's discretion.

**4. SHORTAGE; DAMAGE:** If the materials or equipment included in this order/proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of MSS, then in the case of such temporary unavailability, the time for performance of the Work shall be extended to the extent thereof, and in the case of permanent unavailability MSS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a

reasonably available substitute therefor. Title passes to Purchaser upon Purchaser's payment in full for the Work. Risk of loss in all goods sold hereunder shall pass to Purchaser upon delivery to the carrier.

**5. SCOPE OF WORK:** Any MSS proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-Line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by MSS, shall be distributed and installed by others under MSS's supervision but at no additional cost to MSS. Purchaser agrees to provide MSS with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. MSS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge MSS for any costs or expenses without MSS's written consent.

**6. PAYMENT:** MSS may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Unless otherwise agreed in writing by MSS, payment for Work shall be net thirty (30) days. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. MSS retains all remedies for Purchaser's insolvency including, but not limited to, the right to stop work and/or delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at MSS's election, makes all subsequent invoices immediately due and payable and MSS may stop work and/or withhold all subsequent deliveries until the full account is settled and MSS shall not, in such event, be liable for non-performance of contract in whole or in part. Purchaser agrees to pay, without formal notice, one and one-half percent (1.5%) per month of the amount not paid when due, or, if such rate is in excess of applicable governing law, Purchaser agrees to pay the maximum permitted rate. No deduction, whether by way of set-off, counterclaim or otherwise, shall be made by Purchaser. If prerequisites for any payment (such as delivery, completion or formal acceptance) cannot be satisfied due to Purchaser's breach, such payment shall nevertheless become due and payable at the time agreed to and MSS's further right to seek damages shall remain unaffected.

**7. CANCELLATIONS & CHANGES:** In the event of Purchaser's cancellation, Purchaser shall be liable for a cancellation charge equal to the greater of (i) twenty-five percent (25%) of the purchase price and (ii) any loss or cost incurred by MSS, including, but not limited to, cost of materials, labor, engineering, reconditioning and a reasonable profit margin. Purchaser is responsible for all reasonable storage, insurance, and all other expenses incurred by MSS as a result of Purchaser's cancellations and/or changes. No changes to the specification or the order are accepted without the prior written consent of both parties. In the event Purchaser requests a change, MSS will provide a quotation to Purchaser within ten (10) days detailing the corresponding change in delivery, price, materials, and similar. MSS shall not be obligated to implement the requested change until the quotation is agreed by the parties.

**8. LIMITED WARRANTY:** Unless otherwise mutually agreed to in writing, (a) MSS warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by MSS, for a period of one (1) year from installation, and (b) MSS services are warranted to Purchaser to have been performed in a workmanlike manner for a period of ninety (90) days from the date of performance. If the Work does not conform to the warranty stated above, if Purchaser provides written notice to MSS of any such defect within thirty (30) days after the appearance or discovery of such defect then as Purchaser's sole remedy, MSS shall, at MSS's option, either repair or replace the defective goods or re-perform defective services. Third party goods furnished and/or installed by MSS will be repaired or replaced as Purchaser's sole remedy, but only to the extent provided in and honored by the original manufacturer's warranty. Unless otherwise agreed to in writing, MSS shall not be liable for breach of warranty or otherwise in any



## HUNTERSVILLE TERMS AND CONDITIONS OF SALE

manner whatsoever for: (i) any goods or services which, following delivery or performance by MSS, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (ii) defects resulting from Purchaser's specifications or designs or those of Purchaser's contractors or subcontractors other than MSS; (iii) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by MSS, if such damage or harm would have been avoided in the absence of such combination, operation or use; or, (iv) Purchaser's use of the Work in any manner inconsistent with MSS's written materials regarding the use of such Work. In addition, the foregoing warranty shall not include any labor, dismantling, re-installation, transportation or access costs, or other expense associated with the repair or replacement of the Work. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES AVAILABLE TO PURCHASER AND MSS HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. COMPLIANCE WITH LAWS:** MSS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the Work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

**10. LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN: (A) IN NO EVENT SHALL MSS BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION, THIRD PARTY CHARGES AND COSTS, LOST PROFITS, PRODUCT, PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, REGARDLESS OF THE CAUSE, INCLUDING WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS, BREACH OF CONTRACT, WARRANTY (EXPRESS OR IMPLIED) OR DUTY (STATUTORY OR OTHERWISE) OR STRICT LIABILITY OF MSS OR ANY OTHER THEORY OF LEGAL LIABILITY; AND (B) MSS'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH ALL ORDERS AND CONTRACTS FOR GOODS AND SERVICES UNDER THESE TERMS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED.

**11. HAZARDOUS MATERIALS:** Unless specifically noted in the scope of work or services undertaken by MSS under this agreement, MSS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by MSS shall not operate to compel MSS to perform any work relating to the aforementioned hazards without MSS's express written consent.

**12. OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

**13. APPLICABLE LAW; VENUE; ARBITRATION:** The rights and duties of the parties hereunder shall be governed by the laws as set forth in the Town of Huntersville External Contract Addendum. Nothing herein shall limit any rights under construction lien laws.

**14. INDEMNITY:** MSS shall indemnify Purchaser from and against third

party claims only to the extent directly caused by the negligence or willful misconduct of MSS, its employees, contractors, or agents.

**15. INSURANCE:** MSS shall maintain insurance coverage consistent with its existing programs but shall not name Purchaser as an additional insured nor waive any rights of subrogation MSS or such insurers may have against Purchaser or its affiliates. MSS will provide Purchaser with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, and will provide Purchaser with its standard certificate of insurance upon request.

**16. NO OTHER CONTRACT PROVISIONS; OTHER:** There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than contained herein. These Terms, including the external contract addendum attached hereto and incorporated herein, constitute a completely integrated agreement and cannot be modified unless modifications are accompanied by signed writing approved by MSS. For the avoidance of doubt and not in limitation of the foregoing, MSS shall not be bound by the terms of any contract between Purchaser and any third party or other flow down provisions, regardless of whether Purchaser notifies MSS of such terms unless MSS expressly agrees to be bound by such terms in writing by an authorized representative of MSS. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. MSS reserves the right to transfer or assign its obligations, rights and responsibilities hereunder, so long as such successor or assign agrees to these Terms. Any assignment of Purchaser's rights hereunder without MSS's consent (which shall not be unreasonably withheld) shall be void. MSS's failure to require Purchaser's performance of any of these Terms shall not serve as a waiver of or diminish MSS's rights to require strict performance of these Terms.

**17. EO CONTRACT CLAUSE:** MSS and Purchaser agree to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.





### **TOWN OF HUNTERSVILLE EXTERNAL CONTRACT ADDENDUM**

1. **Applicable Laws and Courts.** This contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
2. **Jury Trial.** Nothing contained in this Contract shall constitute a waiver of the Town's right to a jury trial.
3. **Ethics in Public Contracting.** If applicable, by submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **Indemnification.** To the greatest extent allowed by North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees, and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.  
Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.
5. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
6. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
7. **Default.** The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

8. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
9. **Anti-Discrimination and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal employment and shall not discriminate against or deny the Contract's benefits or services to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
10. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify, for all contractors and subcontractors.
11. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
12. **Availability of Funds.** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
13. **Severability.** If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
14. **Companies that Boycott Israel.** With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.
15. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.
16. **Priority of Terms.** The terms of this addendum shall supersede and take priority over any conflicting terms in the contract documents.



**Firm**

Name:

MSS Solutions, LLC

Name of Contractor (type or print)

By: DocuSigned by:

*Jeff Tettambel*  
17E7E82CDA44498...  
(Signature)

Title:

VP Sales

DocuSigned by:  
Attest:

*John Seymour*  
540D512F9E6E44C...

(Secretary, if a corporation)

**Town of Huntersville**

\_\_\_\_\_  
Town Manager

Attest: \_\_\_\_\_

Town Clerk

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

\_\_\_\_\_  
Finance Director