



AGENDA

Regular Town Board Meeting

May 17, 2021 - 6:00 PM

HUNTERSVILLE RECREATION CENTER (11836 Verhoeff Drive)

Meeting Information *This meeting will be held in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC. The public may attend the meeting in-person or watch it via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>. The public is invited to comment during public comments or during any public hearings in person at the Huntersville Recreation Center, 11836 Verhoeff Drive. The public may also submit comments by e-mail to the Town Clerk. E-mailed comments received no later than 3 p.m. on May 17, 2021 will be included in the record of the meeting. The Town Clerk may be reached by e-mail to jpierson@huntersville.org or by phone at (704) 766-2202.*

1. Pre-meeting - 5:00 p.m.

1.A. Downtown Plan and Mobility Plan Discussion.

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations

6.A. Greenway, Trail, and Bikeway Commission Update. (*Diane McLaine, Chair*)

6.B. National Public Works Week Proclamation

6.C. Small Business Week Proclamation.

7. Agenda Changes

8. Public Hearings

- 8.A. Conduct public hearing to receive comments on the proposed budget for Fiscal Year 2021-2022. *(Anthony Roberts)*
- 8.B. Conduct public hearing on Petition #ANNEX21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville. *(David Peete)*

9. Other Business

- 9.A. Consider decision on Petition #ANNEX21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville. *(David Peete)*
- 9.B. Consider decision on Petition #R21-01, a request by Tietz Land Ventures LLC to rezone 10205 Sam Furr Road (Tax ID 00531101) from General Residential to Highway Commercial Conditional District to develop a daycare center. *(Brad Priest)*
- 9.C. Consider decision on Petition #R21-05, a request by Palillo Holdings, LLC to amend Petition #R08-12 approximately +/- 0.559 acres at the southeast corner of Statesville Road and Rich Hatchet Road from Neighborhood Center Conditional District to Neighborhood Center Conditional District for the purpose of revising building elevations; Parcel 00927309. *(Brian Richards)*
- 9.D. Consider decision on Petition #TA21-04, a request by the Huntersville Town Board to amend Article 7.4.2 F of the Huntersville Zoning Ordinance to create an administrative staff review for tree mitigation plans. *(Brad Priest)*
- 9.E. Consider approving LKN Kiwanis Mural and agreement between the Town and LKN Kiwanis. *(Tracy Houk)*
- 9.F. Consider approving First Amendment to Contract for Services between the Town of Huntersville and Swim Club Management Group of Charlotte, Inc. *(Jackie Huffman)*
- 9.G. Consider adopting Resolution to approve Preliminary Services Agreement with Edifice, LLC for pre-construction and design services for New Town Hall Project. *(Emily Sloop)*
- 9.H. Consider setting filing fees for Mayor and Town Commissioners for the 2021 Election. *(Janet Pierson)*

10. Consent Agenda

- 10.A. Approve the minutes of the October 19, 2020 Regular Town Board Meeting. (*Janet Pierson*)
- 10.B. Adopt Resolution adopting a policy for mutual aid assistance with other law enforcement agencies. (*Chief Hoyle*)
- 10.C. Adopt Reimbursement Resolution regarding the intent of the Town of Huntersville to reimburse itself for capital expenditures incurred in connection with the land, design, engineering and construction of the New Town Hall Project from the proceeds of installment financing. (*Pattie McGinnis*)
- 10.D. Approve changes to the advisory board bylaws for the Parks & Recreation Commission, Public Art Commission and the Greenway, Trails, and Bikeway Commission to reflect Town Board's changes to advisory board term limits and to provide consistency between all three advisory board bylaws. (*Michael Jaycocks*)
- 10.E. Adopt Resolution to amend and restate the Huntersville/ElectriCities Operations Center Lease Agreement. (*Emily Sloop*)
- 10.F. Adopt Resolution of Intent to Abandon and Close an unopened right-of-way within the Vermillion Front Development. (*Stephen Trott*)
- 10.G. Adopt Resolution of Intent to Abandon and Close right-of-way for a portion of unopened street (Oyster Lane) within the Huntersville Market Development. (*David Peete*)
- 10.H. Adopt Resolution of Intent to Abandon and Close an unopened right-of-way for a portion of two unopened streets (Holbrook Street and unnamed street) within the Huntersville Town Center Development. (*David Peete*)

11. Closing Comments

12. Adjourn

** * * * *For public comment periods and public hearings other than public zoning hearings, persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. Designated spokespersons may speak for a maximum of nine (9) minutes. However, when a designated spokesperson is called upon to speak, any speakers yielding their time to the spokesperson must identify themselves and confirm the yield. The Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall have the discretion to shorten the allotted speaking time depending on the number of persons registered to speak and in consideration of the length of the agenda. Speakers shall not use or provide any technological presentations, including, but not limited to, videos or PowerPoint presentations. * * * * **

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Tracy Houk, Assistant Director

Date: May 17, 2021

Subject: Greenway, Trail and Bikeway Commission Update

EXPLAIN REQUEST:

Quarterly Greenway, Trail, and Bikeway Commission update given by Diane McLaine - GTBC Chair

Following the update a presentation will be given by Scott McConnell and Kevin Elder on SAFE - Street Access For Everyone.



Street Access For Everyone, Inc. (SAFE)
Bikes May Use Full Lane vs Share The Road

On January 12th 2020 the Lake Norman area lost Earl Gillon, one of the most respected and well-known cyclists in the area. Earl was the victim of a crash with a motor vehicle while returning home from one of his many weekly 100+ mile bicycle rides. Earl was a very experienced rider, logging around 25,000 miles annually.

Earl's death spawned a movement to make streets safe for cyclists as well as all street and road users. SAFE was born out of this movement.

In our first year we have worked with the towns of Mooresville, Davidson and Cornelius and have shown that the current "Share the Road" signs do not provide a clear message as to the rights of cyclists on our streets.

A study published by researchers at North Carolina State University in August 2015 confirmed that "Share The Road" is a problem. The authors of the new study – both NCSU faculty – surveyed

nearly 2,000 people and found that there was “no statistically significant difference in responses between those who saw ‘Share the Road’ signage and those who saw no signage” whatsoever in terms of their comprehension that cyclists are permitted in the center of the travel lane; that cyclists do not have to move right to allow motorists to pass within the same lane; or that motorists should wait for a break in traffic before passing in the adjacent lane.

<https://www.bikede.org/2015/08/29/share-the-road-is-a-problem/#page-content>
<https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0136973>

Our goal at SAFE is to work with towns throughout the area to bring the message to motorists that cyclists may legally use the full lane.

Mooreville, Davidson and Cornelius have agreed with that assessment.

ACTION RECOMMENDED:

No action requested. Just a presentation.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Greenway May 2021 Presentation



HUNTERSVILLE

CONNECTING NEIGHBORHOODS - CREATING COMMUNITY

May 2021 Board of Commissioners Update – 5.17.21

**Greenways are corridors of opportunity and
have the potential to transform communities**

—CHARLES A. “CHUCK” FLINK, *The Greenway Imperative: Connecting Communities and
Landscapes for a Sustainable Future*, 2020



THANK YOU!!

Because of you we are well on our way to making the 30x30 vision a reality!!

- ▶ Town staff and board support for the Bike Plan as well as the CTT grant funding behind it
- ▶ Town development of the downtown trailhead and greenway
- ▶ County development of parking lot and McDowell Creek and Torrence Creek greenways
- ▶ Town's effort to apply for and win the CRTPO grant for building a greenway extension into The Park - Huntersville
- ▶ Town coordination and Town board and County support for the McDowell Creek Greenway Extensions on both the east and west sides of town
- ▶ Town and Board support of the greenway easement through NMP

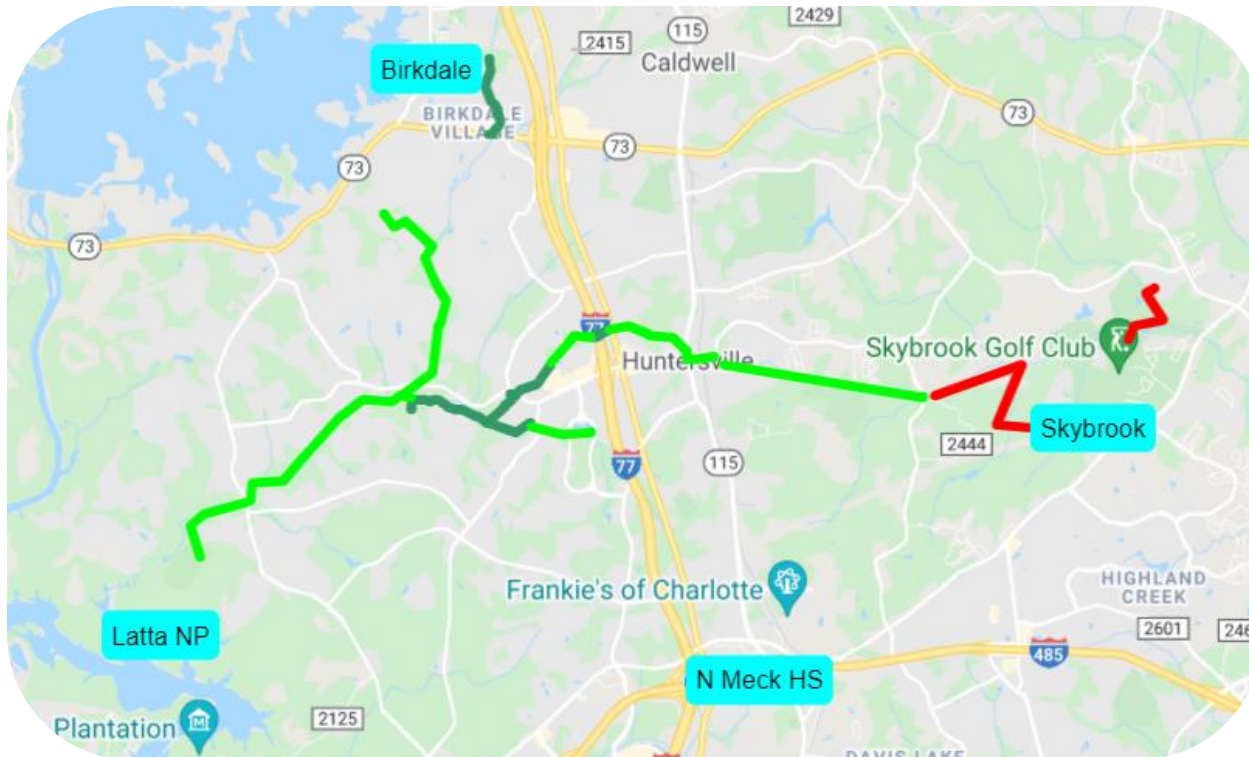


30 x 30 Vision



30x30 Vision Goal 1 – Greenway Development

- ▶ Extend the Huntersville greenway system to connect **30,000 RESIDENTS** within a ½ mile of the Greenway System by 2030
- ▶ Total greenway to be added = 14 miles, bringing total Huntersville greenways to 17 miles



Greenway Development Progress

- ▶ **Greenway Miles funded = 78%**
 - ▶ Total 11 of 14 to be developed greenway miles *funded*
 - ▶ .6 miles of greenway *Approved for Grant Funding by CRTPO*
 - ▶ .6 miles of greenway *In Development by the Town*
 - ▶ 3.1 miles of greenway *In Design by the County*
 - ▶ .4 miles *on hold for utilities*
 - ▶ Parking lot with connecting paths *In Development by the County*
 - ▶ 6.6 miles of greenway *Approved for Design by the Town and Development by the County*

Remaining Proposed Greenway = 22%

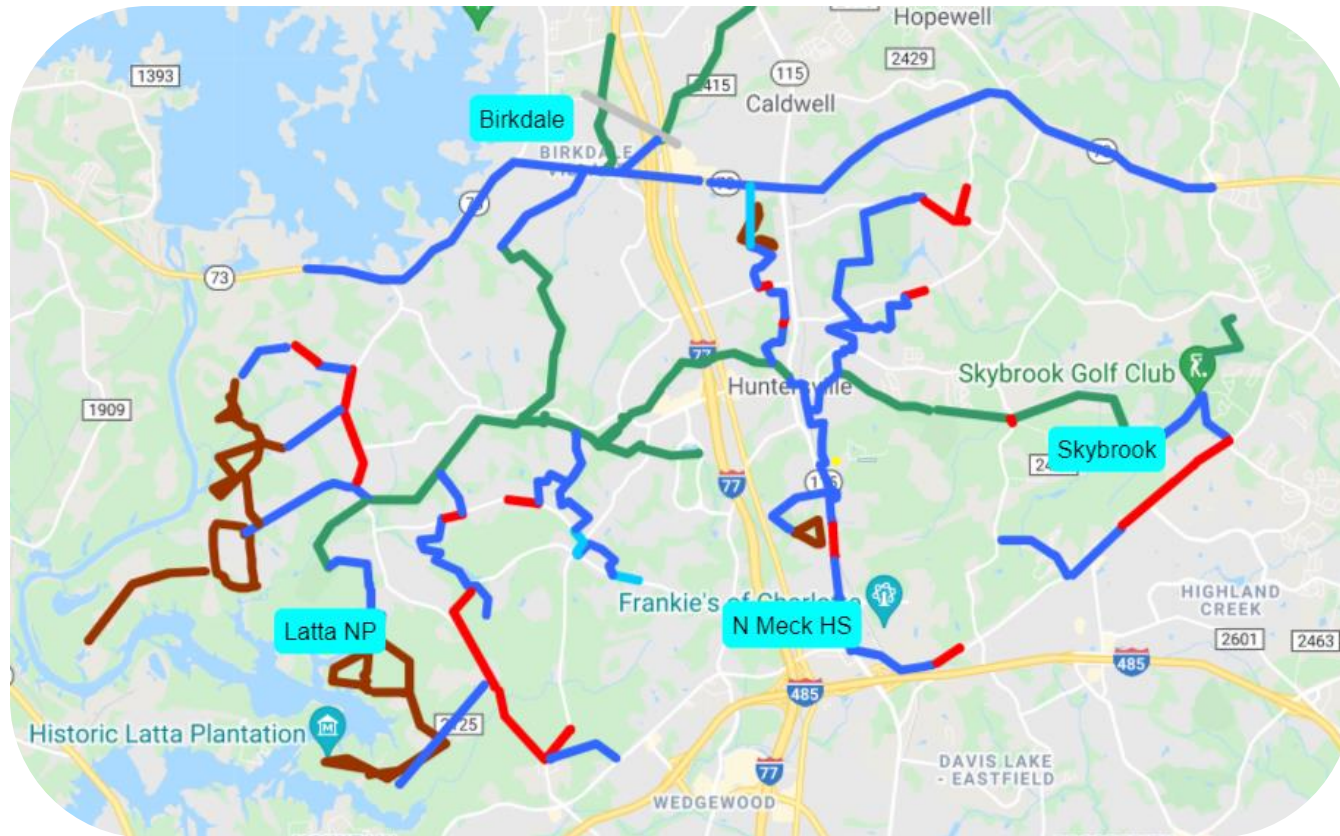
2.7 of 14 to be developed greenway miles



30x30 Vision Goal

2 - Connectivity

- ▶ Fill in sidewalk gaps to connect schools, parks, major shopping, and all **30,000 HOMES** in Huntersville to the Greenway System by 2030.
- ▶ Total sidewalk/multi-use path gaps to be filled = 8 miles



Connectivity Progress

- ▶ **Sidewalk/multi-use path miles prioritized = 10%**
 - ▶ .8 of 8 miles of 30x30 prioritized sidewalk/multi-use path has been prioritized by the town
- ▶ **Remaining Proposed Sidewalk/multi-use path miles = 90%**
 - ▶ 7.2 of 8 miles remaining



30x30 Vision Next Steps

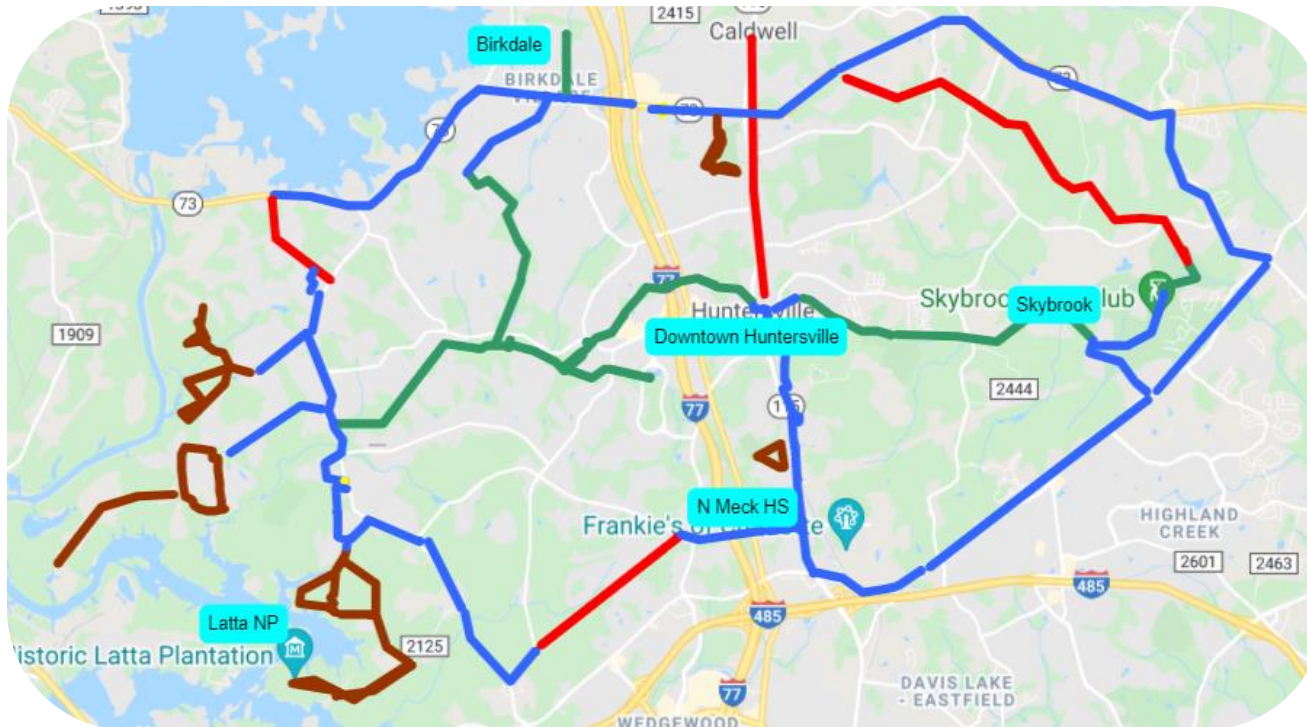
- ▶ **Partner with the county** to move county funded projects forward
- ▶ **Complete development** of the town funded downtown greenway
- ▶ **Move forward** on the CRTPO grant funded segment
- ▶ **Prioritize sidewalk and multi-use path development** to complete the 30x30 connectivity vision
- ▶ **Plan for design** of most recently approved greenway segments in partnership with the county

Stay on the path for completing the 30x30 vision greenway segments and filling sidewalk gaps so that we are able to connect all Huntersville parks, schools, neighborhoods, major shopping into the Greenway System by 2030



Post 30x30 Goals

- ▶ Develop greenway segments to bring all residents closer to greenways and to complete the greenway/sidewalk/multi-use path loop around Huntersville
- ▶ Develop Huntersville portion of the Mooresville to Charlotte 'The Seam' corridor



SAFE Signage Proposal

- ▶ Proposal for 'Bikes May Use Full Lane' Signs
- ▶ GTBC approved motion:

The Greenway Trail and Bikeway commission supports SAFE's recommendation to enhance road signage in Huntersville with 'Bikes May Use Full Lane' signs to increase existing bicyclist road law awareness as well as promote safety for bicyclists on our roads.



Town of Huntersville

Proclamation

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

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

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

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Mayor John Aneralla, Mayor of the Town of Huntersville, do hereby proclaim May 16 – 22, 2021 as ***“National Public Works Week”*** in Huntersville and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 17th day of May 2021.

John Aneralla, Mayor

Town of Huntersville

Proclamation

WHEREAS, the Town of Huntersville, North Carolina recognizes and values the dedication and entrepreneurial spirit of small businesses that keep the State and American economy growing stronger; and

WHEREAS, there are over 930,000 small businesses with employees in North Carolina alone representing a majority of the total number of businesses with employees in this state; and

WHEREAS, the income of North Carolina's small business owners totals over \$20 billion, and these businesses employ 1.7 million North Carolinians or 45.3% of the State's non-farm private workforce; and

WHEREAS, there are over 28,500 small businesses with employees in Mecklenburg County and over 69,000 sole proprietors, representing a majority of the total number of businesses in the County; and

WHEREAS, it is the collaborative mission of the town working with the Lake Norman Chamber of Commerce, Lake Norman Economic Development Corporation, Visit Lake Norman, and the Small Business Administration to help our businesses grow and create new jobs in the community and Lake Norman region by providing exemplary workforce training, financial assistance programs, and research and technical assistance; and

WHEREAS, the Town of Huntersville appreciates the support of our small business community by the Lake Norman Chamber of Commerce, Central Piedmont Community College, Small Business Technology Development Center, and our SCORE volunteers; and

WHEREAS, during the week of May 24 through May 28, 2021, the Lake Norman Chamber of Commerce is celebrating Small Business Week.

NOW, THEREFORE, I, John Aneralla, Mayor of the Town of Huntersville, do hereby proclaim May 24 through May 28, 2021 as "***Small Business Week***" in Huntersville and urge all citizens to acknowledge and celebrate the achievements made by small businesses both locally and nationally, and to further support your local businesses by "Shopping and Buying Local!"

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 17th day of May 2021.

John Aneralla, Mayor

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 17, 2021

Subject: Budget Public Hearing

EXPLAIN REQUEST:

Conduct public hearing to receive comments on the proposed budget for Fiscal Year 2021-2022.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: David Peete, Principal Planner

Date: May 17, 2021

Subject: Annexation

EXPLAIN REQUEST:

Conduct a Public Hearing for Monday, May 17, 2021 at 6:00 p.m. on Petition #ANNEX 21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

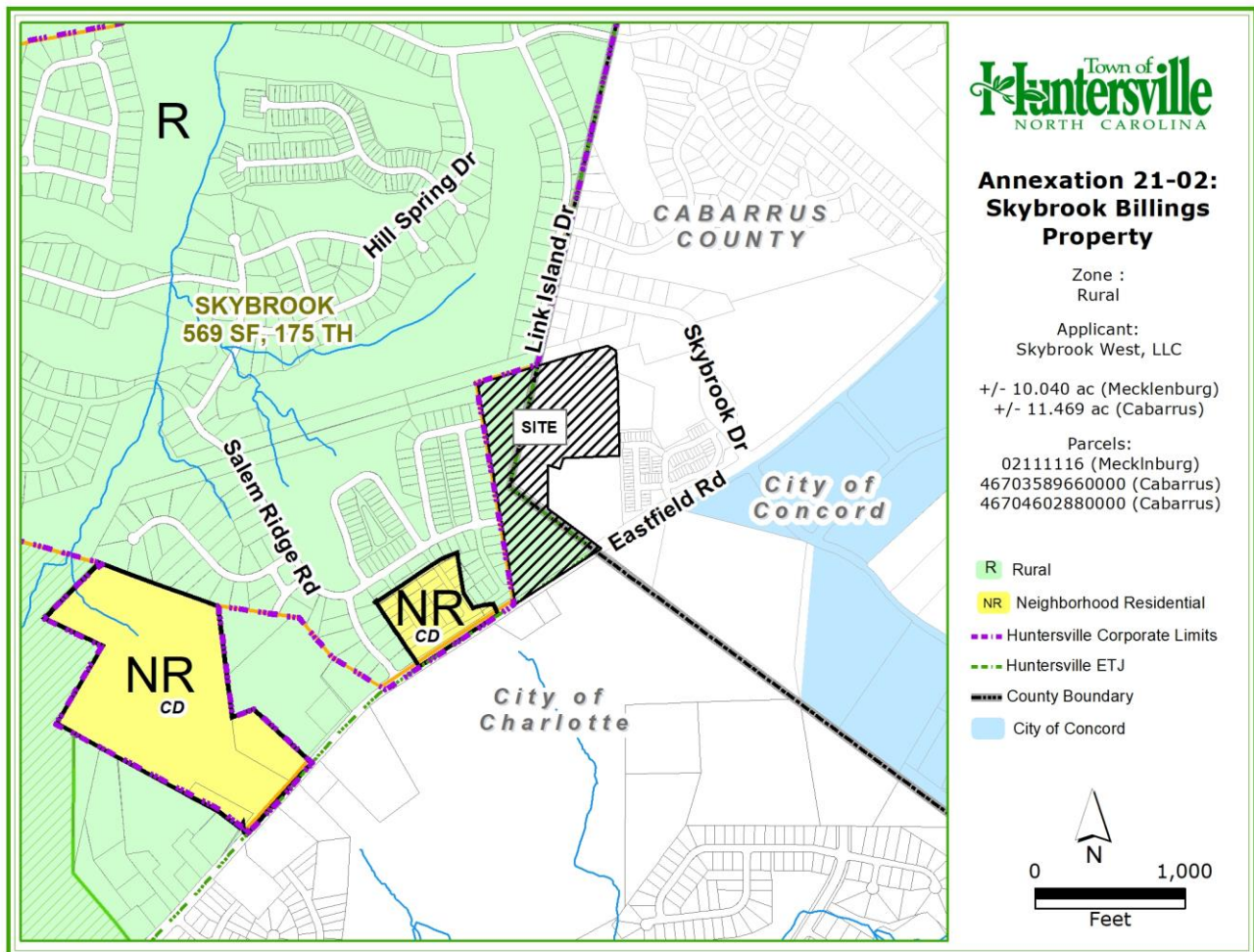
1. Annex 21-02 Billings Property Staff Report TB 05-17-21 (PH version)
2. Attachment A.1 - Town General Application
3. Attachment A.2 - Non-Contiguous Annexation Petition
4. Attachment B - Annexation Plat
5. Attachment C - Certificate of Sufficiency - Billings Property
6. Attachment D - Resolution of intent to annex - Billings Property(unsigned)
7. Attachment F - Legal Ad - Billings Property
8. Attachment G - City of Concord Resolution
9. Attachment - H - Metes & Bounds - Billings Property
10. Attachment I - Nearest-point-to-Property map

Annexation Petition # 21-02 (Non-Contiguous) Billings Property Subdivision

EXPLANATION OF THE REQUEST

Petition Annex #21-02 is for non-contiguous annexation into the Town of Huntersville of 21.509-acres consisting of three (3) parcels that make up the Billings Property located along Eastfield Road, east of the Skybrook Subdivision at the Cabarrus County line. (Mecklenburg County PIN #s 021-07-318 and Cabarrus County PIN#s 46703589660000 & 46704602880000) (see Attachment B).

LOCATION



BACKGROUND

The applicant, Skybrook West, LLC, along with the property owners, Myra's Dream, LLC (Steve & Myra Billings) has filed a petition to consider voluntary, non-contiguous annexation pursuant to North Carolina General Statutes Section 160A-58.1 et seq. A Resolution of Intent to Annex was adopted by the Board of Commissioners on April 19, 2021, pursuant to N.C.G.S.160A-58.1; the proposed area to annex is 21.509-acres.

- The Petition Requesting Annexation was received on February 1, 2021 (see Attachment A).
- The Town Clerk certified the sufficiency of the Petition on April 12, 2021 (see Attachment C).
- The Board of Commissioners adopted a resolution of Intent to Annex said property on April 19, 2021 and set the date for the public hearing as May 17, 2021 (see Attachment D).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer on April 26 and May 3, 2021 (see Attachment F).
- An 11.469-acre portion of this annexation petition is located in Cabarrus County, closer to the City of Concord, than the Town of Huntersville. Per General Statute 160A-58.1(b), Huntersville Staff requested that Concord City Council relinquish their interest in the property in order to annex into Huntersville's jurisdiction. Concord City Council approved a Resolution to that effect on April 8, 2021 (see Attachment G).

All statutory requirements for annexation have been met. Per General Statute 160A-58.1(b) – A noncontiguous area proposed for annexation must meet all of the following standards:

- (1) The nearest point on the proposed satellite corporate limits must be not more than three miles from the corporate limits of the annexing city. STAFF COMMENT – the property petitioning for annexation is 2.10 miles from the primary corporate limits of the Town of Huntersville (see Attachment I).
- (2) No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city, except as set forth in subsection (b2) of this section. STAFF COMMENT - A portion of the Billings Property lies within Cabarrus County and is closer to the City of Concord's primary corporate limits than to the Town of Huntersville's primary corporate limit. Therefore, per subsection (b2) of General Statute 160A-58.1, Town Staff, at the request of the applicant, contacted the City of Concord with regard to their intentions (if any) to annex this property. The City of Concord Staff stated they knew of no intention to annex the Billings Property and took the matter to the Concord City Council for a Resolution stating as such. A copy of the adopted Resolution is provided in Attachment G.
- (3) The area must be so situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits. STAFF COMMENT – All Town services can be provided to the property in question if annexed into Town. The Town currently provides full services to the Skybrook Community, which abuts this property to the north and west.
- (4) If the area proposed for annexation, or any part thereof, is a subdivision as defined in G.S. 160A-376, all of the subdivision must be included. STAFF COMMENT – The property in question is not a subdivision.
- (5) The area within the proposed satellite corporate limits, when added to the area within all other satellite limits, may not exceed ten percent (10%) of the area within the primary corporate limits of the annexing city. STAFF COMMENT – The current percentage of all satellite property within the Town of Huntersville is 8.2% and if this property is added, the percentage will still be 8.2%, which remains under 10% and complies with this section of the General Statute.

STAFF RECOMMENDATION

Since all statutory requirements are satisfied, staff recommends that the Board of Commissioners approve the petition with Mayor's signature on the associated ordinance. If the final action of this annexation takes place on May 17, 2021, the voluntary, non-contiguous annexation would also become effective on May 17, 2021.

ATTACHMENTS

- A - Town General Application & Non-Contiguous Annexation Petition.
- B - Annexation Plat.
- C - Certificate of Sufficiency.
- D - Resolution of Intent to Annex.
- E - Non-Contiguous Annexation Ordinance.
- F - Public Hearing Ad.
- G – City of Concord Resolution.
- H - Metes & Bounds Description.
- I - Nearest-point-to-property map.



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application February 1, 2021

Name of Project TBD (Billings Property) Phase # (if subdivision) _____

Project Address 14324 & 14647 Eastfield Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 02111116 (Meck. Co.) 46703589660000 (Cabarrus Co.)

Current Zoning District Rural (R) Proposed District (for rezoning only) NR (CD)

Property Size (acres) +/-10.19 (Meck Co.) +/-10.85 (Cabarrus Co.) Street Frontage (feet) +/-605 LF

Current Land Use Vacant (Meck. Co.) SF Home (Cabarrus Co.)

Proposed Land Use(s) Subdivision - Single Family Detached

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

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.
Request to rezone +/-10.19 acres of a larger +/-21 acre tract located at the Mecklenburg / Cabarrus County

line on Eastfield Road from Rural (R) to NR-CD to permit 28 single-family detached homes.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Skybrook West, LLC Phone 704 995-2507
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

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

Signature [Signature] Printed Name: Scott Moore

Title Manager Email scott@bpropnc.com

Address of Applicant 630 Skybrook Dr. Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name Myra's Dream, LLC Phone (704) 875-9495
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

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

Signature [Signature] Printed Name STEVEN G. Billings

Title myra w. Billings Email myra w. Billings

Address of Property Owner 14647 Eastfield Rd, Huntersville, NC 28078

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.

8. Development/Design Firm Contact Information

Skybrook West, LLC	Scott Moore	704.995.2507	scott@bpropnc.com
Development Firm	Name of Contact	Phone	Email
Landworks Design Group	Scott Wilson	704.841.1604 x 715	scott.wilson@landworkspa.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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



PETITION REQUESTING ANNEXATION

To the Board of Commissioners of the Town of Huntersville:

1. We, the undersigned owners of all or a part of the real property described on the metes and bounds description attached hereto, request that the described area be annexed to the Town of Huntersville.
2. The area to be annexed is (contiguous)(non-contiguous)[circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:
 - (a) a metes and bounds description of the parcel(s) identified in paragraph 1, and
 - (b) a plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.
3. The petitioner(does)(does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

Vested rights have been established under the Cabarrus County Approved Construction Drawings dated October 7, 2013 and subsequent on-site development of the Coach's Dream (NC 12453-S) SBA Monopole Telecommunications Tower (on the NE Corner of the property).
4. This petition may be one of multiple petitions of all owners within the described area and, if so, shall be considered as a single petition. If petitioner is the owner of a portion of described area, a brief description of that portion (for example, lot number on a recorded plat or tax parcel number), as of the date of this petition, is as follows:

(N/A)

Steven & Myra Billings

Property Owner(s)

14647 Eastfield Road Huntersville, NC 28078

Address of Property Owner(s)

(704) 875-9495

Telephone Number

2retiredbillings@gmail.com

E-mail address

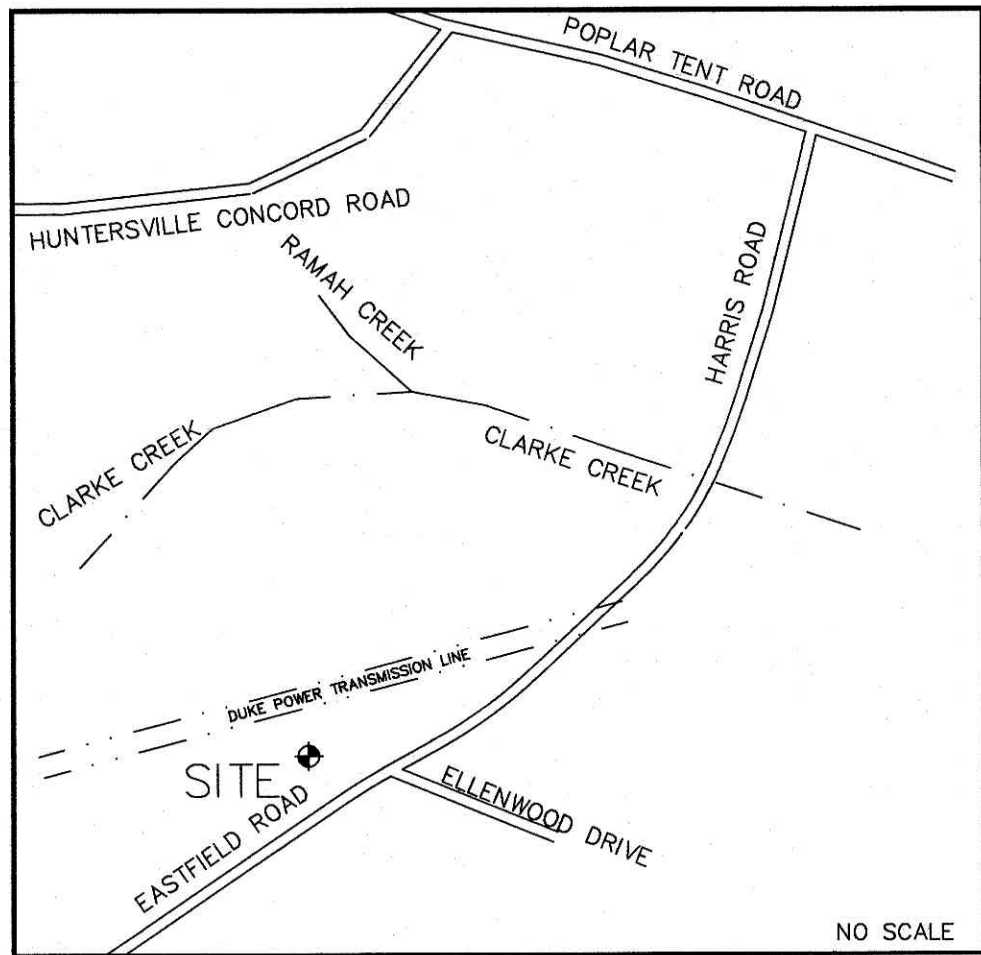
Steven L. Billings

Signature of Property Owner

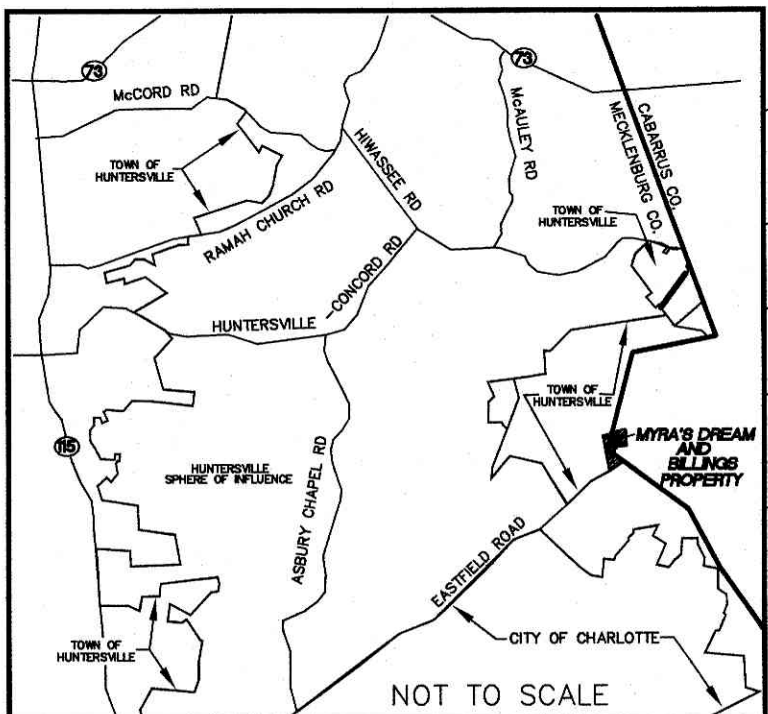
Myra W. Billings

2/16/21

Date



VICINITY MAP



VICINITY MAP

LEGEND
ELEV. - ELEVATION
○ - IRON FOUND
● - IRON SET
▲ - GPS MONUMENT AND GEODETIC MONUMENT 018 FTH
R/W - RIGHT OF WAY
EXIST. - EXISTING

NOTES
THIS PROPERTY SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.
PER NCOT IN ALBEMARLE THE RIGHT-OF-WAY OF ALLEN HARRIS ROAD ALSO KNOWN AS EASTFIELD ROAD, IS THAT WHICH IS MAINTAINED BY THE STATE FROM BACK OF DITCH TO BACK OF DITCH, AN ASSUMED RIGHT-OF-WAY OF 100' IS SHOWN FOR PICTORIAL PURPOSES ONLY.
AREAS CALCULATED BY DMD METHOD.
DISTANCES SHOWN ARE GROUND DISTANCES.
TO CONVERT TO GRID DISTANCES APPLY THE COMBINED GRID FACTOR OF 0.9998495.
THIS SURVEY IS NOT INTENDED TO MEET GS 47-30 REQUIREMENTS. THIS SURVEY WAS PREPARED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

APPROXIMATE LOCATION OF FLOODWAY DISTRICT ENCROACHMENT LINE & FLOODWAY FRINGE DISTRICT LINE AS SHOWN ON FEMA COMMUNITY PANEL 370158 0040 B DATED 2/3/93.
LOCATION SUBJECT TO CHANGE BASED UPON ONGOING FLOOD STUDY REVISION BY MECKLENBURG COUNTY. PROJECTED FLOODWAY FRINGE DISTRICT BOUNDARY LINE AS SHOWN, ELEVATION 634.15 IS THE RESULT OF OFFICE COMPUTATIONS ONLY AND IS SUBJECT TO CHANGE PENDING THE RESULTS OF THE MECKLENBURG COUNTY STUDY.
BASE FLOOD ELEVATIONS AND CROSS SECTIONS SHOWN ARE BASED ON FEMA COMMUNITY PANEL 370158 0040 B DATED 2/3/93 AND MAY BE SUBJECT TO CHANGE PENDING THE RESULTS OF THE MECKLENBURG COUNTY STUDY.

INTERIOR DASHED PHASE LINES ARE THE RESULT OF OFFICE COMPUTATIONS ONLY AND HAVE NOT BEEN FIELD MONUMENTED.

MECKLENBURG COUNTY & CABARRUS COUNTY LINE AS SHOWN MAY BE SUBJECT TO CHANGE BASED UPON FINAL DETERMINATION OF THE LOCATION OF THE COUNTY LINE BY THE NORTH CAROLINA GEODETIC SURVEY DEPARTMENT.

"I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1987S, PAGE 677 AND IN BOOK 6524, PAGE 119. BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 1987S, PAGE 677 AND IN BOOK 6524, PAGE 119. THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 1:10,000, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1000)." THIS 2 DAY OF MARCH, 2021.
Brandon L. Arnold
PROFESSIONAL LAND SURVEYOR



NOW OR FORMERLY
SKYBROOK GOLF LLC
DEED:33396-980
PARCEL #021-111-14

TOWN OF HUNTERSVILLE
ATTEST: JANET PERSON
TOWN CLERK

REVIEW OFFICER: _____
I, _____, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER: _____ DATE: _____

NOW OR FORMERLY
MYRA'S DREAM LLC
DEED:19076-677
ZONING: LDR
TAX ID# 021-111-16
437,336 SF OR 10.040 ACRES

NOW OR FORMERLY
SKYBROOK HOMEOWNERS
ASSOCIATION INC
DEED:8284-244
ZONING: LDR
TAX ID# 4670-438-0888

NOW OR FORMERLY
SKYBROOK SWM & SACSQUET CLUB
DEED:5931-141
ZONING: LDR
TAX ID# 4670-46-7279

NOW OR FORMERLY
SKYBROOK HOMEOWNERS
ASSOCIATION INC
DEED:8554-544
ZONING: LDR
TAX ID# 4670-46-3541

NOW OR FORMERLY
SKYBROOK SIGNATURE TOWNHOMES
OWNERS ASSOCIATION INC.
DEED:9019-137
ZONING: LDR
TAX ID# 4670-45-6640

NOW OR FORMERLY
ETHAN AND AUSTIN PROPERTIES LLC
DEED:11859-240
11859 HARRIS ROAD
HUNTERSVILLE NC 28078
ZONING: OI-30
TAX ID# 4670-45-1881

NOW OR FORMERLY
MYRA'S DREAM LLC
DEED:19076-677
ZONING: LDR
TAX ID# 021-111-16

NOW OR FORMERLY
WOODLEY WALLACE FARMS LLC
14410 EASTFIELD ROAD
CHARLOTTE NC 28078
DEED:29126-465
ZONING: R-3
TAX ID# 029-241-038

Billings & Myra's Dream LLC
Meets and Bounds description.
All that certain parcel of land, situated, lying and being in Township #3, Cabarrus County, & Town of Huntersville, Mecklenburg County, State of North Carolina, and more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288
Beginning at (POINT OF BEGINNING) at a point on the Westerly boundary of land owned Now or Formerly by Skybrook Signature Townhomes Owners Association INC. as described in Deed Book 9013, page 137 of the Cabarrus County Register of Deeds, being further located N22°29'44W 464.48' distant of a found rebar being located on the margin of Harris Road (SR# 1449) also on the Eastern line of land owned Now or Formerly by Elton & Austin Properties LLC as recorded in Deed Book 11839, page 240 of the Cabarrus County Register of Deeds as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, thence with the Skybrook Signature Townhomes Owners Association INC. Western line N02°28'44W 706.17' to a found rebar located in a 200' Duke Power Company Right of Way, thence N58°07'25W 88.68' to a found rebar in the center of said 200' Duke Power Company Right of Way (more or less), thence with the center line of 200' Duke Power right of Way (more or less) S73°34'50W 413.24' to a found rebar, thence S73°27'48W 98.15' to the dividing line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds and land owned Now or Formerly by Myra's Dream LLC as recorded in Deed Book 19076, page 677 of the Cabarrus County Register of Deeds S13°25'43W 758.92' to a point, thence S52°48'17E 346.13' to a point on the Eastern line of a Ingress & egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds, thence with the Eastern line of said Ingress & egress easement N00°21'27E 288.93' to a point on the Southern line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, thence with the line of Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) for five (5) calls and distances, 1) N72°00'41W 233.00' to a found rebar, 2) N18°03'43E 285.47' to a found rebar, 3) S69°01'06E 315.00' to a found rebar, 4) S17°47'01W 289.02' in total to a found rebar (crossing the Northern line of the Elton & Austin Properties LLC land at 184.25' of this line), 5) N72°00'41W 82.34' to the initial point of the preceding five (5) calls and distances, thence retracing this line two (2) calls and distances, 1) S72°00'41E 82.34' to a point, 2) N17°47'01E 74.78' to a point on the Northern line of the Elton & Austin Properties LLC land, thence with the Elton & Austin Properties LLC line N87°28'43E 377.34' to the POINT AND PLACE OF BEGINNING.
Containing 9.463 acres.

Cabarrus County Tax Parcel #4670-35-8966
Beginning (POINT OF BEGINNING) a point on the Northern line of land owned Now or Formerly by Elton & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds, being further located two (2) calls and distances distant of a found rebar located on the margin of Harris Road (SR #1449) as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, 1) N02°28'44W 46.48' to a point, 2) S87°28'43W 377.34' to the true Point of Beginning, thence five (5) calls and distances to points with the line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, 1) N17°47'01E 184.25' to a found rebar, 2) N69°01'06W 315.00' to a found rebar, 3) S18°03'43W 285.47' to a found rebar, 4) S72°00'41E 315.84' to a found rebar (crossing the terminus of an Ingress and egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds), 5) N17°47'01E 74.78' to the POINT AND PLACE OF BEGINNING.
Containing 2.006 acres.

Mecklenburg County Tax Parcel #021-111-16
Beginning (POINT OF BEGINNING) a found rebar, being further located as the Southeast most corner of the Skybrook Subdivision recorded as Phase 10 Map A in Map Book 51, page 486 of the Mecklenburg County Register of Deeds and the margin of Eastfield Road (SR #2459), thence with the line of the Skybrook Subdivision N09°39'07W 1,439.71' to a found rebar in the centerline of a 200' Duke Power Company Right of Way more or less, thence N73°27'48E 353.00' to a point on the existing division line Mecklenburg County (Huntersville Township) and Cabarrus County (Township #3), thence S13°26'43W 758.92' to a point, thence S52°48'17E 346.13' to a point with Eastfield Road (SR #2459), thence S56°55'05W 179.70' to a point, thence with the arc of a curve to the right having a radius of 104.81430' on an arc length of 302.00' (subtended by chord S56°54'10W 300.00') to a point, thence S56°45'15W 196.04' to a point, thence N09°39'07W 545.3' to the POINT AND PLACE OF BEGINNING.
Containing 10.040 acres.

GPS MONUMENT
NC GRID (NAD 83)
COORDINATES
N: 609,603.069
E: 1,477,569.001

NCSS MONUMENT
"M018 FTH"
NC GRID (NAD 83)
COORDINATES
N: 606,052.493
E: 1,477,032.572

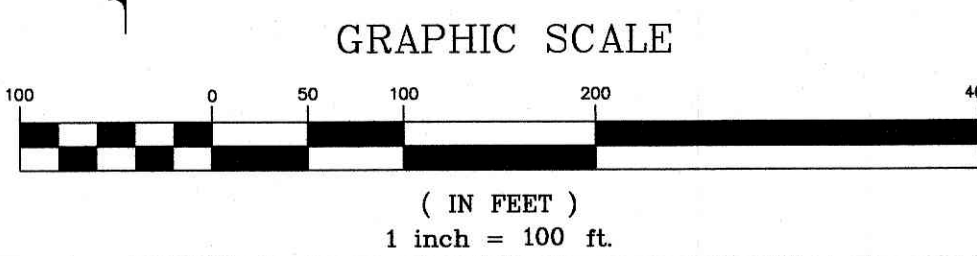
APPROXIMATE TIE TO
CONCORD CITY LIMITS
S45°10'00E
535.21±

LANDMARK TIE
N44°10'16E
3714.16'

REBAR FOUND
BOUNDARY CONTROL CORNER
NC GRID (NAD 83)
COORDINATES
N: 606,503.283
E: 1,474,644.0084

NOW OR FORMERLY
WOODLEY WALLACE
FARMS LLC
DEED:10309-103
PIN# 4670-55-1040

BEARINGS BASED ON N.C. GRID



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING	DELTA
C1	300.00	104814.30	300.00	N56°54'10"E	00°09'50"

SHEET TITLE PROPOSED ANNEXATION: BILLINGS PARCELS
EASTFIELD ROAD PROPERTY & HARRIS ROAD PROPERTY
ANNEXATION ORDINANCE: 99
PROPERTY OWNER NAMES: BILLINGS & MYRA'S DREAM LLC
HUNTERSVILLE TWP., MECK. CO., NORTH CAROLINA & TWP. #3, CABARRUS CO., NC.

PROJECT BILLINGS & MYRA'S DREAM LLC
HUNTERSVILLE TWP., MECK. CO., NC
TWP. #3, CABARRUS CO., NC
FOR: BILLINGS & MYRA'S DREAM LLC

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court
Charlotte, North Carolina, 28273
704.556.1990 704.556.0506(hx)

PROJECT NO.
SCALE: 1"=100'
DATE: 03/02/21
DRAWN BY: YWH
CHECKED BY: JEK
DRAWING NO.: XX-XX
SHEET 1 OF 1 SHTS

CERTIFICATE OF SUFFICIENCY

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

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the Petition by Skybrook West, LLC for the no-contiguous annexation of certain property known as Billings Property, and have found as a fact that said Petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58, *et seq.* The undersigned therefore certifies that the Petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to NCGS §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this _____ day of _____, 2021.

Janet Pierson, Town Clerk

(TOWN SEAL)

**RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.1**

(Billings Property)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. That a public hearing on the question of annexation of the area described herein which is non-contiguous to the primary town limits of the Town of Huntersville will be held at the Huntersville Recreation Center, 11836 Verhoeff Drive, Huntersville, NC at 6:00 p.m. on the 17th day of May 2021.

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

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

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

Mayor

Town of Huntersville, North Carolina

ATTEST:

Town Clerk

Billings Property- Property Description

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288

Beginning at (POINT OF BEGINNING) at a point on the Westerly boundary of land owned Now or Formerly by Skybrook Signature Townhomes Owners Association INC. as described in Deed Book 9013, page 137 of the Cabarrus County Register of Deeds, being further located N02-29-44W 460.48' distant of a found rebar being located on the margin of Harris Road (SR# 1449) also on the Eastern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds all as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, thence with the Skybrook Signature Townhomes Owners Association INC. Western line N02-29-44W 706.37' to a found rebar located in a 200' Duke Power Company Right of Way, thence N58-07-25W 68.66' to a found rebar in the center of said 200' Duke Power Company Right of Way (more or less), thence with the center line of 200' Duke Power right of Way (more or less) S73-24-55W 413.24' to a found rebar, thence S73-27-48W 98.15' to the dividing line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds and land owned Now or Formerly by Myra's Dream LLC as recorded in Deed Book 19975, page 677 of the Cabarrus County Register of Deeds S13-26-43W 758.92' to a point, thence S52-48-17E 346.13' to a point on the Easterly line of a ingress & egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds, thence with the Easterly line of said ingress & egress easement N00-21-27E 288.93' to a point on the Southerly line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, thence with the line of Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) for five (5) calls and distances, 1) N72-00-41W 233.50' to found rebar, 2) N18-03-03E 285.47' to a found rebar, 3) S69-01-09E 315.00' to a found rebar, 4) S17-47-01W 269.03' in total to a found rebar (crossing the Northern line of the Ethan & Austin Properties LLC land at 194.25' of this line), 5) N72-00-41W 82.34' to the initial point of the preceding five (5) calls and distances, thence retracing this line two (2) calls and distances, 1) S72-00-41E 82.34' to a point, 2) N17-47-01E 74.78' to a point on the Northern line of the Ethan & Austin Properties LLC land, thence with the Ethan & Austin Properties LLC line N87-28-43E 377.34' to the POINT AND PLACE OF BEGINNING.

Containing 9.463 acres.

Cabarrus County Tax Parcel #4670-35-8966

Beginning (POINT OF BEGINNING) a point on the Northern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds, being further located two (2) calls and distances distant of a found rebar located on the margin of Harris Road (SR #1449) as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, 1) N02-29-44W 46.48' to a point, 2) S87-28-43W 377.34' to the true Point of Beginning, thence five (5) calls and distances to points with the line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds , 1) N17-47-01E 194.25' to a found rebar, 2) N69-01-09W 315.00' to a found rebar, 3) S18-03-03W 285.47' to a found rebar, 4) S72-00-41E 315.84' to a found rebar (crossing the terminus of an ingress and egress easement as recorded in Deed Book

765, page 117 of the Cabarrus County register of Deeds), 5) N17-47-01E 74.78' to the POINT AND PLACE OF BEGINNING.

Containing 2.006 acres.

Mecklenburg County Tax Parcel #021-111-16

Beginning at (POINT OF BEGINNING) a found rebar, being further located as the Southeast most corner of the Skybrook Subdivision recorded as Phase 10 Map 4 in Map Book 51, page 466 of the Mecklenburg County Register of Deeds and the margin of Eastfield Road (SR #2459) , thence with the line of to the Skybrook Subdivision N09-39-07W 1,439.71' to a found rebar in the centerline of a 200' Duke Power Company Right of Way more or less, thence N73-27-48E 383.05' to a point on the existing division line Mecklenburg County (Huntersville Township) and Cabarrus County (Township #3), thence S13-26-43W 758.92' to a point, thence S52-48-17E 785.70' to a point within Eastfield Road (SR #2459), thence S56-59-05W 179.70' to a point, thence with the arc of a curve to the right having a radius of 104,814.30' an arc length of 300.00' (subtended by chord S56-54-10W 300.00') to a point, thence S56-49-15W 196.04' to a point, thence N09-39-07W 54.53' to the POINT AND PLACE OF BEGINNING.

Containing 10.040 acres.



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Charlotte Observer** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(704) 358-5000**.

Notice ID: wLtpJJkKqFkQszKExdbx | **Proof Updated: Apr. 20, 2021 at 11:50am EDT**
Notice Name: Skybrooks Annexation

See Proof on Next Page

This is not an invoice.

FILER

Tracy Barron
tbarron@huntersville.org

FILING FOR

Town of Huntersville - Planning

Columns Wide: 1

Ad Class: Legals

Apr. 26, 2021 - Other Public Notices	\$1728.55
May. 3, 2021 - Other Public Notices	\$1728.55

Subtotal	\$3457.10
Tax %	0.00
Processing Fee	\$345.71
Total	\$3802.81

**NOTICE OF PUBLIC HEARING ON
REQUEST FOR ANNEXATION**

(Skybrook Billings Property Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on May 17, 2021 on the question of annexing the following described territory, requested by petition filed pursuant to NCGS 160A-58.1, to annex to the Town of Huntersville certain non-contiguous property. The Hearing will be held in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC 28078. You may also watch the Hearing via <https://www.facebook.com/HuntersvilleNCTownGovernment>. The property subject to the Petition consists of approximately 21.509-acres, which includes a subdivision known as Skybrook - Billings Property (Annexation Petition 21-02) located on PIN#s Meck. Co. 021-111-16 and Cabarrus Co. 4670-46-0288 & 4670-35-8966 and described (metes & bounds) as follows (documents are on file in the Huntersville Planning Dept.):

LEGAL DESCRIPTION (ANNEX 21-02)

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288

Beginning at (POINT OF BEGINNING) at a point on the Westerly boundary of land owned Now or Formerly by Skybrook Signature Townhomes Owners Association INC. as described in Deed Book 9013, page 137 of the Cabarrus County Register of Deeds, being further located N02-29-44W 460.48' distant of a found rebar being located on the margin of Harris Road (SR# 1449) also on the Eastern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds all as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, thence with the Skybrook Signature Townhomes Owners Association INC. Western line N02-29-44W 706.37' to a found rebar located in a 200' Duke Power Company Right of Way, thence N58-07-25W 68.66' to a found rebar in the center of said 200' Duke Power Company Right of Way (more or less), thence with the center line of 200' Duke Power right of Way (more or less) S73-24-55W 413.24' to a found rebar, thence S73-27-48W 98.15' to the dividing line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds and land owned Now or Formerly by Myra's Dream LLC as recorded in Deed Book 19975, page 677 of the Cabarrus County Register of Deeds S13-26-43W 758.92' to a point, thence S52-48-17E 346.13' to a point on the Easterly line of a ingress & egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds, thence with the Easterly line of said ingress & egress easement N00-21-27E 288.93' to a point on the Southerly line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) as recorded in Deed

Book 6524, page 119 of the Cabarrus County Register of Deeds, thence with the line of Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) for five (5) calls and distances, 1) N72-00-41W 233.50' to found rebar, 2) N18-03-03E 285.47' to a found rebar, 3) S69-01-09E 315.00' to a found rebar, 4) S17-47-01W 269.03' in total to a found rebar (crossing the Northern line of the Ethan & Austin Properties LLC land at 194.25' of this line), 5) N72-00-41W 82.34' to the initial point of the preceding five (5) calls and distances, thence retracing this line two (2) calls and distances, 1) S72-00-41E 82.34' to a point, 2) N17-47-01E 74.78' to a point on the Northern line of the Ethan & Austin Properties LLC land, thence with the Ethan & Austin Properties LLC line N87-28-43E 377.34' to the POINT AND PLACE OF BEGINNING.

Containing 9.463 acres.

Cabarrus County Tax Parcel #4670-35-8966

Beginning (POINT OF BEGINNING) a point on the Northern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds, being further located two (2) calls and distances distant of a found rebar located on the margin of Harris Road (SR#1449) as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, 1) N02-29-44W 46.48' to a point, 2) S87-28-43W 377.34' to the true Point of Beginning, thence five (5) calls and distances to points with the line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, 1) N17-47-01E 194.25' to a found rebar, 2) N69-01-09W 315.00' to a found rebar, 3) S18-03-03W 285.47' to a found rebar, 4) S72-00-41E 315.84' to a found rebar (crossing the terminus of an ingress and egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County register of Deeds), 5) N17-47-01E 74.78' to the POINT AND PLACE OF BEGINNING.

Containing 2.006 acres.

Mecklenburg County Tax Parcel #021-111-16

Beginning at (POINT OF BEGINNING) a found rebar, being further located as the Southeast most corner of the Skybrook Subdivision recorded as Phase 10 Map 4 in Map Book 51, page 466 of the Mecklenburg County Register of Deeds and the margin of Eastfield Road (SR #2459), thence with the line of to the Skybrook Subdivision N09-39-07W 1,439.71' to a found rebar in the centerline of a 200' Duke Power Company Right of Way more or less, thence N73-27-48E 383.05' to a point on the existing division line Mecklenburg County (Huntersville Township) and Cabarrus County (Township #3), thence S13-26-43W 758.92' to a point, thence S52-48-17E 785.70' to a point within Eastfield Road (SR #2459), thence S56-59-05W 179.70' to a point, thence with the arc of a curve to the right having a radius of 104,814.30' an arc length of 300.00' (subtended by chord S56-54-10W 300.00') to a point, thence S56-49-15W 196.04' to a point, thence N09-39-07W 54.53' to the POINT AND PLACE OF BEGINNING.

Containing 10.040 acres.

W000000000000

Published Monday, April 26 and May

3, 2021

RESOLUTION WAIVING THE CITY OF CONCORD'S RIGHTS TO ANNEXATION

WHEREAS, the City of Concord, North Carolina, and the Town of Huntersville, North Carolina entered into an annexation agreement dated February 20, 2006; and

WHEREAS the agreement allows each City to consider voluntary annexations within the other party's "area of consideration"; and

WHEREAS Section 5.b of the agreement allows the governing board of either municipality to waive their right to annex property within their "area of consideration" after notice of annexation by the other party; and

WHEREAS on March 10, 2021 the Town of Huntersville provided notice to the City of Concord of their intent to annex lands owned by Steven G. and Myra W, Billings, and Myra's Dream, LLC identified by Cabarrus County PINs as 4670-46-0288 and 4670-35-8966; being further described as follows:

Property Description:

All that certain parcel of land, situated, lying and being in Township #3, Cabarrus County, State of North Carolina, and more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288

Beginning at (POINT OF BEGINNING) at a point on the Westerly boundary of land owned Now or Formerly by Skybrook Signature Townhomes Owners Association INC. as described in Deed Book 9013, page 137 of the Cabarrus County Register of Deeds, being further located N02-29-44W 460.48' distant of a found rebar being located on the margin of Harris Road (SR# 1449) also on the Eastern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds all as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, thence with the Skybrook Signature Townhomes Owners Association INC. Western line N02-29-44W 706.37' to a found rebar located in a 200' Duke Power Company Right of Way, thence N58-07-25W 68.66' to a found rebar in the center of said 200' Duke Power Company Right of Way (more or less), thence with the center line of 200' Duke Power right of Way (more or less) S73-24-55W 413.24' to a found rebar, thence S73-27-48W 98.15' to the dividing line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds and land owned Now or Formerly by Myra's Dream LLC as recorded in Deed Book 19975, page 677 of the Cabarrus County Register of Deeds S13-26-43W 758.92' to a point, thence S52-48-17E 346.13' to a point on the Easterly line of a ingress & egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds, thence with the Easterly line of said ingress & egress easement N00-21-27E 288.93' to a point on the Southerly line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, thence with the line of Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) for five (5) calls and

distances, 1) N72-00-41W 233.50' to found rebar, 2) N18-03-03E 285.47' to a found rebar, 3) S69-01-09E 315.00' to a found rebar, 4) S17-47-01W 269.03' in total to a found rebar (crossing the Northern line of the Ethan & Austin Properties LLC land at 194.25' of this line), 5) N72-00-41W 82.34' to the initial point of the preceding five (5) calls and distances, thence retracing this line two (2) calls and distances, 1) S72-00-41E 82.34' to a point, 2) N17-47-01E 74.78' to a point on the Northern line of the Ethan & Austin Properties LLC land, thence with the Ethan & Austin Properties LLC line N87-28-43E 377.34' to the POINT AND PLACE OF BEGINNING.

Containing 9.463 acres.

Cabarrus County Tax Parcel #4670-35-8966

Beginning (POINT OF BEGINNING) a point on the Northern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds, being further located two (2) calls and distances distant of a found rebar located on the margin of Harris Road (SR #1449) as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, 1) N02-29-44W 46.48' to a point, 2) S87-28-43W 377.34' to the true Point of Beginning, thence five (5) calls and distances to points with the line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds , 1) N17-47-01E 194.25' to a found rebar, 2) N69-01-09W 315.00' to a found rebar, 3) S18-03-03W 285.47' to a found rebar, 4) S72-00-41E 315.84' to a found rebar (crossing the terminus of an ingress and egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County register of Deeds), 5) N17-47-01E 74.78' to the POINT AND PLACE OF BEGINNING.

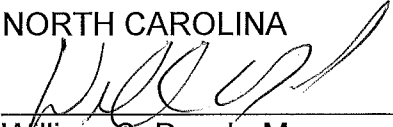
Containing 2.006 acres.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:

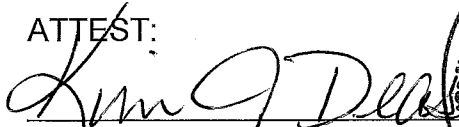
The City of Concord will waive its rights to annexation of the property described above in the Resolution.

Adopted this 8th day of April 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA


William C. Dusch, Mayor

ATTEST:


Kim J. Deason, City Clerk



Billings & Myra's Dream LLC

Metes and Bounds description,

All that certain parcel of land, situated, lying and being in Township #3, Cabarrus County, & Town of Huntersville, Mecklenburg County, State of North Carolina, and more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288

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Containing 9.463 acres.

Cabarrus County Tax Parcel #4670-35-8966

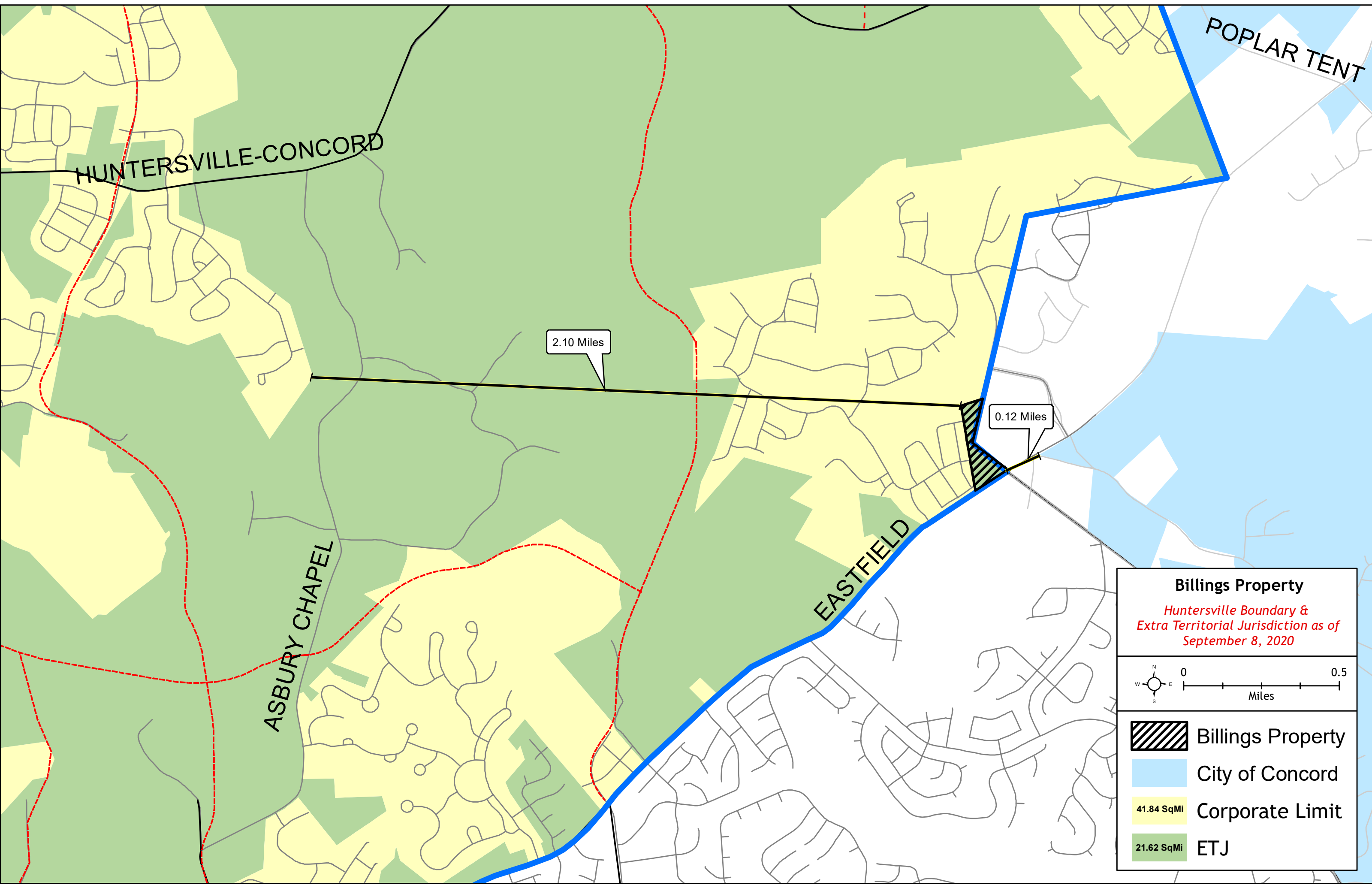
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Containing 2.006 acres.

Mecklenburg County Tax Parcel #021-111-16

Beginning at (POINT OF BEGINNING) a found rebar, being further located as the Southeast most corner of the Skybrook Subdivision recorded as Phase 10 Map 4 in Map Book 51, page 466 of the Mecklenburg County Register of Deeds and the margin of Eastfield Road (SR #2459) , thence with the line of to the Skybrook Subdivision N09-39-07W 1,439.71' to a found rebar in the centerline of a 200' Duke Power Company Right of Way more or less, thence N73-27-48E 383.05' to a point on the existing division line Mecklenburg County (Huntersville Township) and Cabarrus County (Township #3), thence S13-26-43W 758.92' to a point, thence S52-48-17E 785.70' to a point within Eastfield Road (SR #2459), thence S56-59-05W 179.70' to a point, thence with the arc of a curve to the right having a radius of 104,814.30' an arc length of 300.00' (subtended by chord S56-54-10W 300.00') to a point, thence S56-49-15W 196.04' to a point, thence N09-39-07W 54.53' to the POINT AND PLACE OF BEGINNING.

Containing 10.040 acres.



HUNTERSVILLE-CONCORD

POPLAR TENT

2.10 Miles

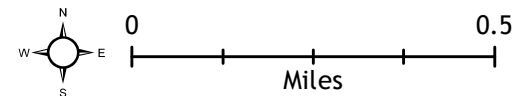
0.12 Miles

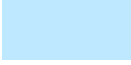
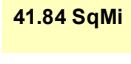
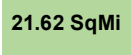
ASBURY CHAPEL

EASTFIELD

Billings Property

Huntersville Boundary & Extra Territorial Jurisdiction as of September 8, 2020



-  Billings Property
-  City of Concord
-  41.84 SqMi Corporate Limit
-  21.62 SqMi ETJ

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: David Peete, Principal Planner

Date: May 17, 2021

Subject: Annexation

EXPLAIN REQUEST:

Consider Final Action on Monday, May 17, 2021 at 6:00 p.m. on Petition #ANNEX 21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville.

ACTION RECOMMENDED:

Consider Final Action

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. Annex 21-02 Billings Property Annex Ordinance (5-17-21)

AN ORDINANCE TO ANNEX CERTAIN NON-CONTIGUOUS AREAS
TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA

ANNEXATION ORDINANCE 2021-02
(Billings Property)

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Huntersville Town Hall at 6:00 p.m. on the 17th day of May 2021, after due notice by publication in The Charlotte Observer on April 26 and May 3, 2021; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1, as amended, namely (i) the area described herein meets all of the standards set out in G.S. 160A-58.1; (ii) the petition bears the signatures of all of the owners of real property within the area proposed for annexation; (iii) the petition is otherwise valid; (iv) the public health, safety, and welfare of the inhabitants of the city and of the area proposed for annexation will be best served by the annexation;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina;

Section 1. By virtue of the authority granted by G.S. 160A-58.1, as amended, the following described territory is hereby annexed and made part of the Town of Huntersville as of the 17th day of May 2021:

See Exhibit A attached hereto for a metes and bounds description of the subject tract

Section 2. Upon the effective date, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Huntersville and shall be entitled to the same privileges and benefits as other parts of the Town of Huntersville. Said territory shall be subject to municipal taxes according to G.S. 160A-31(e).

Section 3. The Mayor of the Town of Huntersville shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 17th day of May 2021.

Mayor: _____

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

Billings Property - Property Description

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288

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Containing 10.040 acres.

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Brad Priest, Principal Planner

Date: May 17, 2021

Subject: Petition #R21-01 - Huntersville Community Daycare

EXPLAIN REQUEST:

Petition R21-01 is a conditional rezoning request by Tietzsort Land Ventures LLC to rezone 10205 Sam Furr Road (Tax ID 00531101) from General Residential (GR) to Highway Commercial Conditional District (HC-CD). The purpose of the rezoning is to develop a daycare center.

ACTION RECOMMENDED:

Consider taking final action for R21-01 on May 17th, 2021.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. R21-01 Huntersville Community Daycare - FA 5 17 21
2. Updated Rezoning Plan - 5 3 21
3. Huntersville Daycare Arch Rev 4.15.2021
4. TOH_General_Application - Updated 5 6 21
5. Applicant Commitment to Discourage Cut throughs
6. Day Care Preschool Question Follow Up
7. TIA Acceptance
8. TIA Determination of Need - Completed
9. Invitation List - Neighborhood Meeting
10. Neighborhood Meeting Minutes
11. Public Hearing - Notice List
12. R21-01 Public Hearing Postcard - Approved 3 11 21
13. Legal Ad Confirmation
14. Neighborhood Letter to Staff on Traffic Concerns 3 30 21
15. Neighborhood Public Hearing Comments - 4 5 21

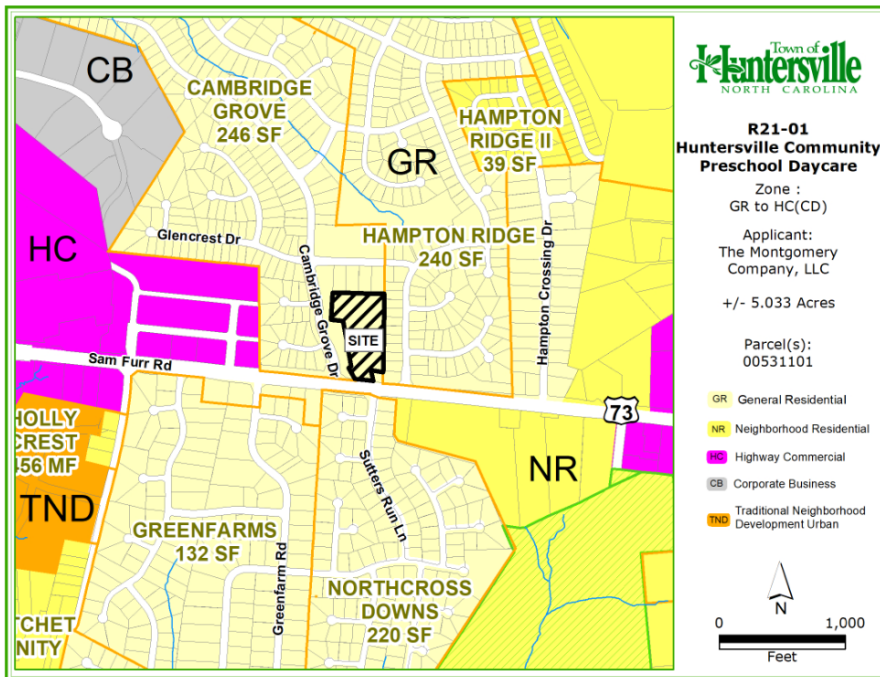
16. Public Hearing Illustrations-Cambridge Grove-Hampton Ridge-The Hamptons Task Force
17. Public HearingAp5-21-Outline PPOutline Rev2

Petition R21-01: Huntersville Community Daycare

PART 1: PROJECT SUMMARY

Application Summary:

- Petition R21-01 is a conditional rezoning request by Tietzort Land Ventures, LLC to rezone 10205 Sam Furr Road (Tax ID 00531101) from General Residential to Highway Commercial Conditional District. The purpose of the rezoning is to develop a Day Care Center.



Applicant: The Montgomery Company, LLC.

Property Owners: Tietzort Land Ventures, LLC

Property Address: 10205 Sam Furr Road

Project Size: 5.033 acres

Parcel Numbers: 00531101

Existing Zoning: General Residential (GR)

Proposed Zoning: Highway Commercial Conditional District (HC-CD)

1. Adjoining Zoning and Land Uses

North: General Residential (GR), Cambridge Grove Single Family Residential Neighborhood. Hampton Ridge Single Family Residential Neighborhood.

South: General Residential (GR), Greenfarms Single Family Residential Neighborhood, Northcross Downs Single Family Residential Neighborhood.

East: General Residential (GR), Hampton Ridge Single Family Residential Neighborhood

West: General Residential (GR), Cambridge Grove Single Family Residential Neighborhood, Highway Commercial Conditional District (HC-CD) Northcross Village Commercial Shopping Center. General Residential (GR) Playwise Preschool.

- The application submitted is to develop a 16,000 square foot day care facility with an estimated 250 child capacity and 50 employees.
- Schools and preschools are permitted by right in the residential zoning districts of the Huntersville Zoning Ordinance (including General Residential). Day Care Centers however are only permitted in commercial districts. As there is no definition of a preschool currently in the ordinance, staff has used the variables researched below to differentiate preschools from Day Care Centers. After reviewing the submitted development proposal, the

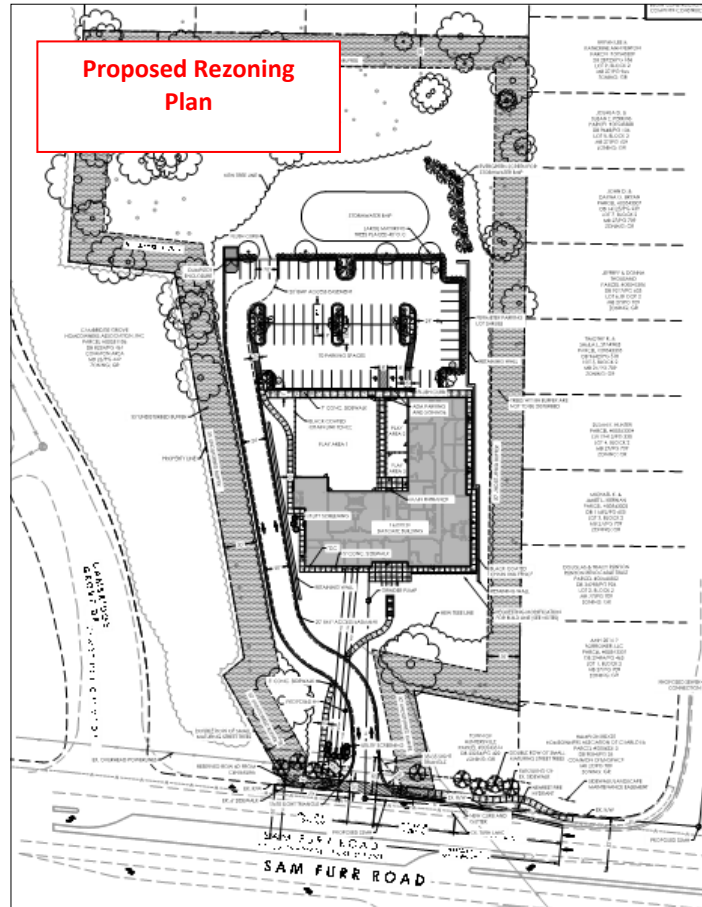
application provided to the Town was determined by staff to be a Day Care Center, therefore a rezoning to a commercial district is required.

- Preschools tend to have a structured educational based curriculum.
 - Preschools will generally have a minimum age requirement and usually do not accept infants.
 - Preschools generally release students around midafternoon each day (day care centers supervise children until after business hours usually to 6 pm).
 - **UPDATE 4/16/21:** Please see an email from staff to the Town Board included in the agenda packet. The email describes the state's licensing for day care centers and what requirements are needed to be exempted as a school.
4. As a condition of the application, the conceptual architectural elevations of the proposed building have been submitted.
 5. A neighborhood meeting for this application was advertised for and held both in person and virtually on Wednesday February 10th, 2021. A meeting summary of the neighborhood meeting is included in the agenda packet. Concerns of the adjacent property owners included:
 - Potential cut through traffic on Cambridge Grove Drive and Hampton Crossing Drive. As the driveway on Sam Furr Road will only be right in/right out, the concern is parents dropping off from I-77 will turn left in to Cambridge Grove Drive, go through the neighborhood, and take a right out Hampton Crossing Drive to take a right in to the Day Care facility.
 - Aggravate potential storm water run-off problems off site.
 6. A Traffic Impact Analysis (TIA) Determination of Need form was submitted and reviewed by Transportation Staff for the proposed application. Upon review by engineering staff, it was found that a Traffic Impact Analysis was required. The completed TIA determination form is attached in the agenda packet.
 7. Brad Priest of the Planning Staff certifies that the required notifications were made for the application's public hearing. Notice was advertised in the local paper, adjacent property owner notice post cards were sent and a sign was installed at the subject property per state statute requirements.

PART 2: REZONING/SITE PLAN ISSUES

- Please see the proposed rezoning plan below on page 3 and attached in the agenda packet.
- Buffer Modification: Article 7.5 of the Zoning Ordinance requires HC uses establish a 30 foot buffer between residential property lines. As allowed in Article 11.4.7 K of the Zoning Ordinance, the applicant is seeking 2 buffer modifications/reductions through the conditional rezoning process; one on the western side of the property, and one on the front adjacent to a parcel owned by the Town of Huntersville. These modification locations are highlighted with red arrows below on the proposed rezoning plan on page 3. The proposed modifications would reduce both buffer widths down to 10 feet, and are labeled as "undisturbed buffers". Staff notes that only 10 wide buffers will likely not be wide enough to safely save any existing vegetation located in this area.
 - The applicants state on the application that the western buffer reduction will meet the intent of the ordinance due to being adjacent to Cambridge Grove open space that provides additional buffer from the adjacent neighborhood.
 - The front buffer modification is adjacent to a parcel the Town purchased for a potential traffic signal as part of the past NC 73 widening project. It is staff's understanding however that signal is no longer needed or planned at this time.
 - Staff does not support the buffer modification requests. Please see the Huntersville 2040 Community Plan Policy LU6.3 discussion on page 6 and rezoning criteria discussion below on page 6 and 7. Staff recommends that if the applicant is to establish consistency with adjacent development and have a context sensitive design, all required buffers should be provided along residential properties.

- **UPDATE 5/7/21** – The applicants have amended the plan to remove the buffer modification requests. NCDOT permitted a shift in the driveway location to the west, therefore all required 30 foot buffers are accommodated for on the site plan.



- **Build-to-Line Modification:** Article 4 of the Huntersville Zoning Ordinance requires Highway Commercial (HC) building types have a maximum 15 foot build to line from the fronting right of way. The ordinance allows some modification for a larger setback due to “pattern of lot widths” or unusual topography. Due to the existence of the Town parcel along Sam Furr Road as well as the unique location of the driveway on Sam Furr Road, the applicants are requesting a 200 foot build to line. Staff supports the modification due to the unusual circumstances of the site.
 - However, another option would be for the applicant to pursue a potential driveway on Cambridge Grove Drive with the Cambridge Grove Subdivision HOA, and to acquire the small Town owned parcel in the front. This option would create more traffic on Cambridge Grove Drive, but would also achieve the following (please see the transportation exhibit below on page 4):
 - The building could be moved up to Sam Furr Road in conformance with ordinance standards.
 - The development would be moved up further away from several single family homes to the rear of the property.
 - The buffer reduction modifications to the west would likely not be needed, as the driveway would not be coming back to the west of the property from Sam Furr Road.

- Cut through traffic through the neighborhood could be significantly reduced as a left over into Cambridge Grove Drive is already accommodated for.
- The storm water outfall in the rear of the property would have a greater distance to travel over vegetation/ground cover before leaving the site.
- The applicant has noted that they have discussed the proposed driveway with the Cambridge Grove HOA representatives but have received preliminary feedback that the HOA would not be interested in granting them a driveway easement.
- Sam Furr Road Street Improvements: A right turn lane into the facility is being required by NCDOT and is recommended by the results of the Traffic Impact Analysis. With the improvements added, it seems from the site plan that the sidewalk and street trees will be pushed out of the existing right of way of Sam Furr Road and on to private property. Therefore easements may be required for these improvements from the Town of Huntersville and the Hampton Ridge Homeowners Association.
 - **UPDATE 5/7/21**: Staff has been informed that the Hampton Ridge Homeowner Association met and voted to not grant an easement to the applicant for the sidewalk relocation.

PART 3: TRANSPORTATION ISSUES

- The site access of the development is currently proposed to be a “right in/right out” only on Sam Furr Road. Therefore vehicles traveling east on Sam Furr Road will need to complete a “U-turn” movement possibly at Knoxwood Drive or Old Statesville Road. The Traffic Impact Analysis is designed to study the impact of development on major intersections such as Rich Hatchet Road and Sam Furr Road. Therefore the left over at Sam Furr Road at Knoxwood Drive has not been reviewed through the TIA process. To review the capacity at these locations, staff recommends the applicant provide the following:
 - Traffic counts at both the Cambridge Grove Drive and Knoxwood Drive left overs. Staff will then review to estimate the stacking potential at these left overs for accommodation of potential increases in traffic from the proposed development.
 - **UPDATE 5/7/21**: Staff has received the traffic counts from the applicant. Engineering staff’s summary of the data is below:

The left-turn lane on Sam Furr at Cambridge Grove and at Knoxwood both look to have approximately 475 feet of full width storage. If you assume that a vehicle has an average length of 20 feet and a 5 foot gap between cars then roughly 19 vehicle could be queued in both left-turn lanes and not block a through lane.

The applicant provided a queue observation study for March 25th 2021 for the left-turn lane at Cambridge Grove Drive (attached). The queue observation maximum observed queue was 5 vehicles in the AM peak and 11 vehicles in the PM peak. Based on the assumption that 19 vehicles can queue within the lane, it would mean that an additional 14 vehicles can queue in the left turn lane without blocking a through lane at this location in the AM peak and 8 vehicles in the PM peak. Based on the traffic count provided by the applicant (attached), the left-turn lane processed a peak of 103 vehicles in an hour during the AM peak and 200 in an hour in the PM peak.

The applicant provided a queue observation study for March 25th 2021 for the left-turn lane at Knoxwood Drive (attached). The queue observation maximum observed queue was 2 vehicles in the AM peak and 4 vehicles in the PM peak. Based on the assumption that 19 vehicles can queue within the lane, it would mean that an additional 17 vehicles can queue in the left turn lane without blocking a through lane at this location in the AM peak and 13 vehicles in the PM peak. Based on the traffic count provided by the applicant (attached), the left-turn lane processed a peak of 40 vehicles in an hour during the AM peak and 63 in an hour in the PM peak.

The TIA projected that 56 vehicles in the AM Peak and 50 vehicles in the PM Peak would arrive at the site from the west on Sam Furr Road over a one hour period. If these volumes were split evenly between the two intersections this could add 28 vehicles in the AM peak hour and 25 vehicles in the peak hour to both locations.

- Based on the data submitted and the TIA numbers presented, there do not seem to be any red flags that would indicate the existing turn lanes on Sam Furr Road would not be able to accommodate the increase in traffic from the proposed day care center. With the substantial amount of cars the turn lanes are currently processing in the peak hour, and minimal resulting stacking in the turn lane, it appears the turn lanes have room to stack the increased traffic dispersed within the peak hour. However depending on the arrival times of the proposed traffic, additional stacking could occur.
- Residents from the adjacent neighborhoods have expressed to staff their concern with the potential of “cut-through” traffic in the subdivisions to get to the proposed development (left over on to Cambridge Gove Drive, right on to Glencrest Drive, right on Hampton Crossing Drive, right on Sam Furr Road, right into the facility). Please see exhibits below on page 5. This movement is legal as all streets involved are public. An option to discourage cut through traffic as much as possible, although it would add more traffic to Cambridge Grove Drive, would be the following:
 - Work with the Cambridge Grove HOA to provide an access on Cambridge Grove Drive rather than on Sam Furr Road. Locating the driveway on Cambridge Grove Drive may reduce traffic from the proposed development utilizing neighborhood streets other than Cambridge Grove Drive to access the site. See the exhibit below.
 - If the Sam Furr driveway remains, modify the curb at the corner of Knoxwood and NC 73, if needed, to accommodate passenger vehicle U-turn movements. See staff recommendation above.
- **UPDATE 4/16/21** – The applicants have submitted a letter committing to formally requesting parents to not cut through the neighborhood as part of their standard enrollment process. The letter is included in the packet.

Potential Cut-through traffic:



Alternate Option:



PART 4: REZONING CRITERIA

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

STAFF COMMENT – Staff finds the proposed use consistent with the following policies of the **Huntersville 2040 Community Plan:**

- **Policy LU5.1** - Allow more intense development only where transportation infrastructure and utilities already exist. STAFF COMMENT: The property fronts along Sam Furr Road which is a major thoroughfare that would be able to accommodate commercial development.
- **Policy LU-6:** Support a mix of land uses in key locations. STAFF COMMENT: Policy LU-6 encourages mixed uses including commercial in the Town Core land use area in certain situations. Therefore in some applications, a commercial day care facility would be appropriate in the Town Core. Please see the 2040 future land use map and description below.

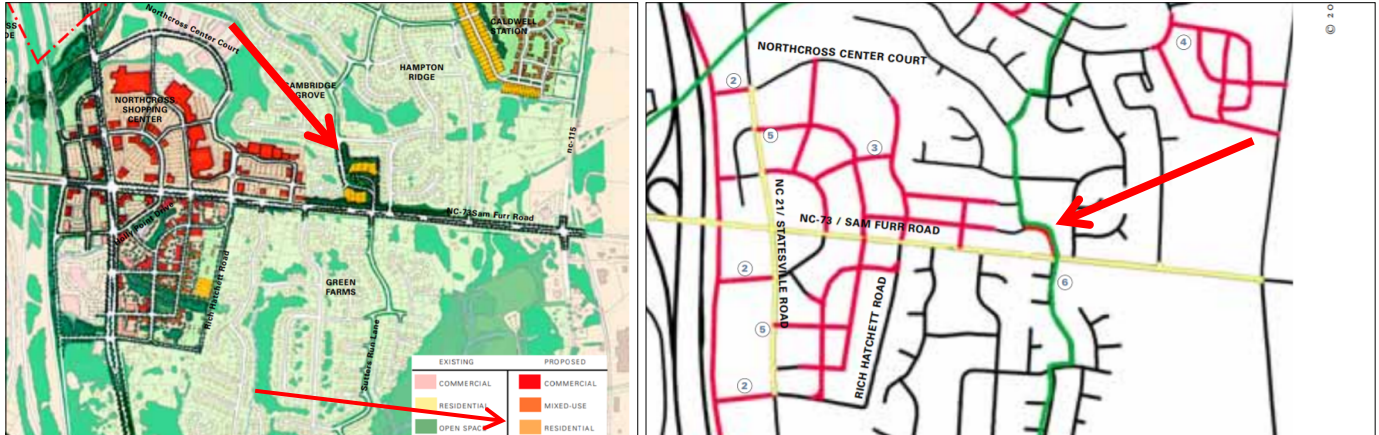


STAFF COMMENT – Staff finds the proposed use **not** consistent with the following policies of the **Huntersville 2040 Community Plan.**

- **Policy LU6.2** – Commercial uses are encouraged in the Town Core and **as described in the small area plan.** STAFF COMMENT: The Sam Furr Road and Hwy 21 small area plan included a future land use recommendation for the property in question. The future land use map in the plan calls for this property to be residential. The small area plan also focused on providing both a street connection and pedestrian/bike connection through this property to Cambridge Grove Road. Therefore, although the 2040 plan encourages some commercial in the Town Core, staff recommends this application is not consistent with this policy due to the small area plan recommendation. Please see the future land use recommendation from the Sam Furr Road / Hwy 21 Plan below on page 6.
 - It should be noted the reason for the recommendation below dealt specifically with the design of Sam Furr Road. When the small area plan was written, it was envisioned that Sam Furr Road would have a traffic light located at Sutters Run Lane. This is why the Town purchased property at this potential intersection, to accommodate the utilities of the future traffic signal. Considering this was a future intersection, it was envisioned in the small area plan it would be an appropriate location of a north/south street connection, along with bicycle and greenway accommodations. However Sam Furr Road in this area is now designed as a “Superstreet” concept by NCDOT. Therefore the traffic light at this intersection is no longer planned and the street connectivity design shown below to Sutters Run Lane is not likely. The property in question can still be developed residentially. However the single family

development shown in the small area plan which connects Cambridge Grove Drive with Sutters Run Lane would be more difficult to achieve.

Sam Furr Road / HWY 21 Small Area Plan:



- **Policy LU 5.3** - *Support infill housing options near services, shopping, employment and transit stations.* **STAFF COMMENT:** The location of this property is on Sam Furr Road, within walking distance to the Northcross Shopping Center, employment opportunities, bus stops, and is surrounded by existing single family residential development. Staff therefore recommends that this property would make a suitable candidate for infill residential development. Considering that and the current recommendation of the Sam Furr Road/HWY 21 small area plan to develop this parcel residentially, staff recommends that the commercial rezoning application of this property would not be consistent with this policy.

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

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

STAFF COMMENTS:

- The rezoning application is for Highway Commercial Conditional District (HC-CD). The property is surrounded by single family residential neighborhoods, with residential uses to the south across Sam Furr Road as well. The closest commercial zoning to the subject property is the Northcross Village Shopping Center to the west of the Cambridge Grove residential subdivision (estimated 700 feet to the west of the subject property).
- Although the subject property is immediately surrounded by single family residential development, the corridor of Sam Furr Road in the immediate vicinity is a high density and traffic area, with commercial development further to the east and west of the subject site.
- Buffers and visual separation between uses can also assist in making uses blend in with the character of the existing neighborhoods. The proposed application has an excellent undisturbed buffer in the rear from the single family residential subdivision.
 - **UPDATE 5/7/21** – The plan has been amended to remove the modification requests. The required 30 foot buffer is now proposed to be established along all residential property lines. In order to achieve the required buffer width, the applicants have amended the grading on the western side, added a retaining wall, and shifted building square footage to the rear of the

building. Along the front of the property, the driveway was shifted to the west. The building remains the same size as originally proposed.

- The commercial building proposed in the application is 16,000 sqft in size. This building will be one of the larger day care centers in Huntersville, and one of the largest commercial buildings in the immediate vicinity along Sam Furr Road. The building however is set back a greater distance from the road due to the driveway and town parcel in the front. This would assist in buffering the size of the building from the street.
- Due to the access configuration of the application, it is possible that customers may choose to cut through the residential subdivision to access this site (see transportation issues above in Part 3). While such a route will be legal and a viable option for patrons, it is not recommended to encourage cut through traffic for commercial uses through residential neighborhoods.
- Day Care facilities can be a commercial use that blend in well with residential uses. They are very similar to school uses which are permitted with conditions in all the residential zoning districts of the Huntersville Zoning Ordinance.

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

STAFF COMMENT:

- In regard to the roadway system, please see Part 2 above concerning the Traffic Impact Analysis.
- On March 18th, 2021 the Planning Department issued a "Determination of Adequacy (DOA)" for all applicable public facilities (Fire Vehicles, Fire Facilities, Police Facilities, and Police Vehicles, and Parks and Recreation Facilities) for the 16,000 sqft Day Care use. Please find the DOA letter attached in the agenda package.
- One of the adjacent property owners' concerns expressed to staff was that the storm water from the facility may worsen an existing off-site drainage issue in the Cambridge Grove neighborhood. The Huntersville storm water ordinance requires that the applicant accommodate a storm water pond that will hold the storm water volume of a minimum 10 year storm, and release it off site at a comparable speed to how it currently flows off site. In order to accommodate the concerns of the adjacent property owners, the applicants have agreed to design their pond to hold the volume of a 25 year storm. Therefore the applicants are increasing the size and capacity of their pond above and beyond the ordinance requirements to ensure the storm water system for the site is adequate.
 - Huntersville engineering is currently reviewing the conceptual storm water plan for the development to ensure compliance with all storm water requirements. Detailed engineering review of the proposed storm water plan would be done at permitting of the facility.
 - For consideration, the same requirements for storm water would be applicable and enforced for both residential and commercial development. A residential development with similar impervious numbers would have the same requirements in the ordinance.

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

STAFF COMMENT:

- Staff has no findings to show that any archeological, environmental, historical or cultural resources will be negatively affected by the application.

PART 5: PUBLIC HEARING – UPDATE 4/16/21

The Public Hearing for the application was held on April 5th, 2021. At the hearing several adjacent property owners from the Cambridge Grove and Hampton Ridge subdivisions expressed their concerns and opposition to the proposed development. Please find attached in the agenda packet comments received by mail in the Planning Department. Questions from the Town Board to staff at the Public Hearing included:

- The difference of a pre-school and day care center from the viewpoint of the North Carolina regulating agencies. Please find an email from staff to the Town Board attached in the agenda packet containing the requested information.
- Enforcement of storm water requirements for the storm water pond. As a clarification to the public hearing discussion, a maintenance bond for the constructed pond is only established after construction for a period of 2 years. After the 2 year period, the pond continues to be inspected on a yearly basis but the bond is usually released if performing acceptably. If after the 2 year period a problem is found with the pond through complaint or yearly inspection, notices of violation are sent to the owner requesting maintenance of the pond. If compliance is not achieved after notice, the owners may be subject to fines and other remedies outlined in the ordinance.

PART 6: STAFF RECOMMENDATION – UPDATE 5/7/21

Policy LU5.3 of the Huntersville 2040 Community Plan encourages infill residential near services, shopping, and employment. Staff recommends that because the subject site is appropriately located near such facilities on Sam Furr Road, is recommended to be residential by the Sam Furr / HWY 21 Small Area Plan, and is surrounded by single family residential development, the property in question would be a suitable candidate for medium density infill residential development.

However policies LU6.2 and LU6.3 of the Huntersville 2040 Community plan also encourages small scale, neighborhood oriented commercial in the Town Core land area when consistent with adopted small area plans. In addition, Day Care facilities are similar to school uses which can complement adjacent residential areas well. Therefore, since the required buffers have been expanded to meet minimum requirements and the applicant has committed to structure their enrollment process to include an effort to reduce cut through traffic into the neighborhood, staff could support the application with the following conditions/changes:

1. The HWY 21 / Sam Furr Small Area Plan is hereby amended by the Town Board if the rezoning is approved.
2. Cut through traffic in the neighborhood is discouraged by the applicant to the extent possible. Therefore the letter submitted by the applicant in regard to enrollment commitments is added to the record and approved as a condition of the rezoning.
3. The applicant commits to work with the Town and NCDOT to re-establish the Sam Furr sidewalk connection to the extent possible.
4. Minor comments from Town staff be updated on the final rezoning plan.

PART 7: PLANNING BOARD RECOMMENDATION – UPDATE 5/7/21

The Planning Board discussed the application at their April 27, 2021 meeting. Several adjacent property owners from the Cambridge Grove and Hampton Ridge subdivisions addressed the Board in opposition to the application. Discussion with the Board and the applicant included issues such as traffic, buffers, what the existing zoning allows, what could be

developed on the property by right, and storm water considerations. A motion to recommended approval of the application with conditions failed to pass. After further discussion, the Planning Board recommended to deny the application by a 5-4 vote. The motion passed is below:

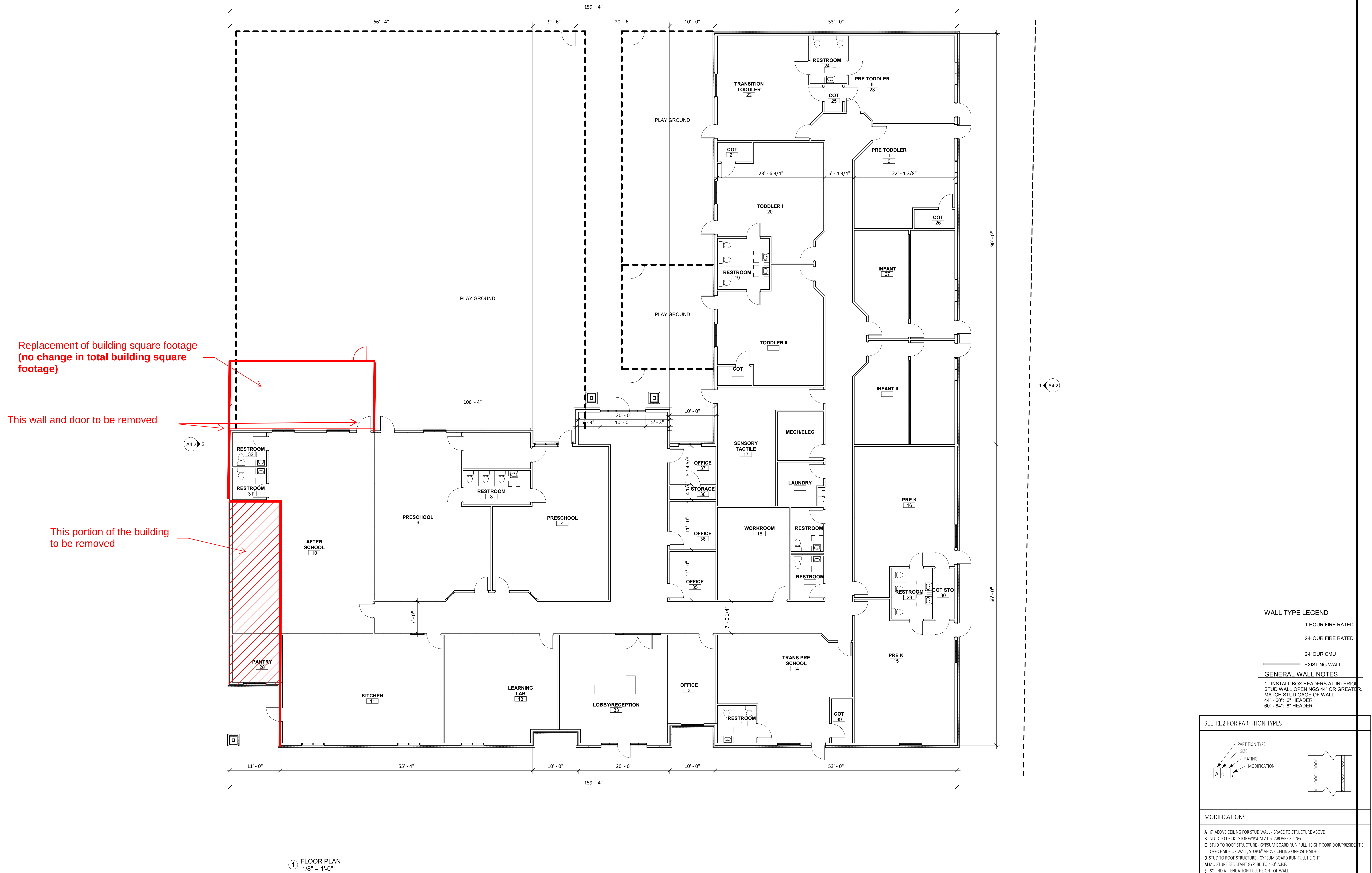
S. Hensley made a Motion to Deny R21-01, Huntersville Community Daycare, the Planning Board recommends denial based on the amendment being inconsistent with the Huntersville 2040 Community Plan, specifically policy LU 11.1 intended to protect and enhance the unique character of Huntersville neighborhoods, policy LU 11.2, policy LU 5.3 and policy LU 7.1. The petition is inconsistent with the Huntersville Zoning Ordinance Article 11, Section 11.4.7 (e) in that that proposed Highway Commercial rezoning would be inconsistent with overall character with the existing residential developments in the immediate vicinity of the subject property. It is not supported by the Highway 21- Sam Furr small area plan and per staff's comments, in order to support the rezoning request would require the Town Board to amend the small area plan. It is not reasonable and in the public's interests to amend the zoning ordinance because this action could potentially be considered spot zoning, has the potential to adversely affect neighboring property values and create additional traffic safety concerns along Highway 73. F. Gammon seconded the motion. The motion passed (5-4) with S. Swanick, J. Davis, G. Baber & D. Partee opposed.

PART 8 CONSISTENCY STATEMENT – R21-01: Huntersville Community Day Care**Planning Board:**

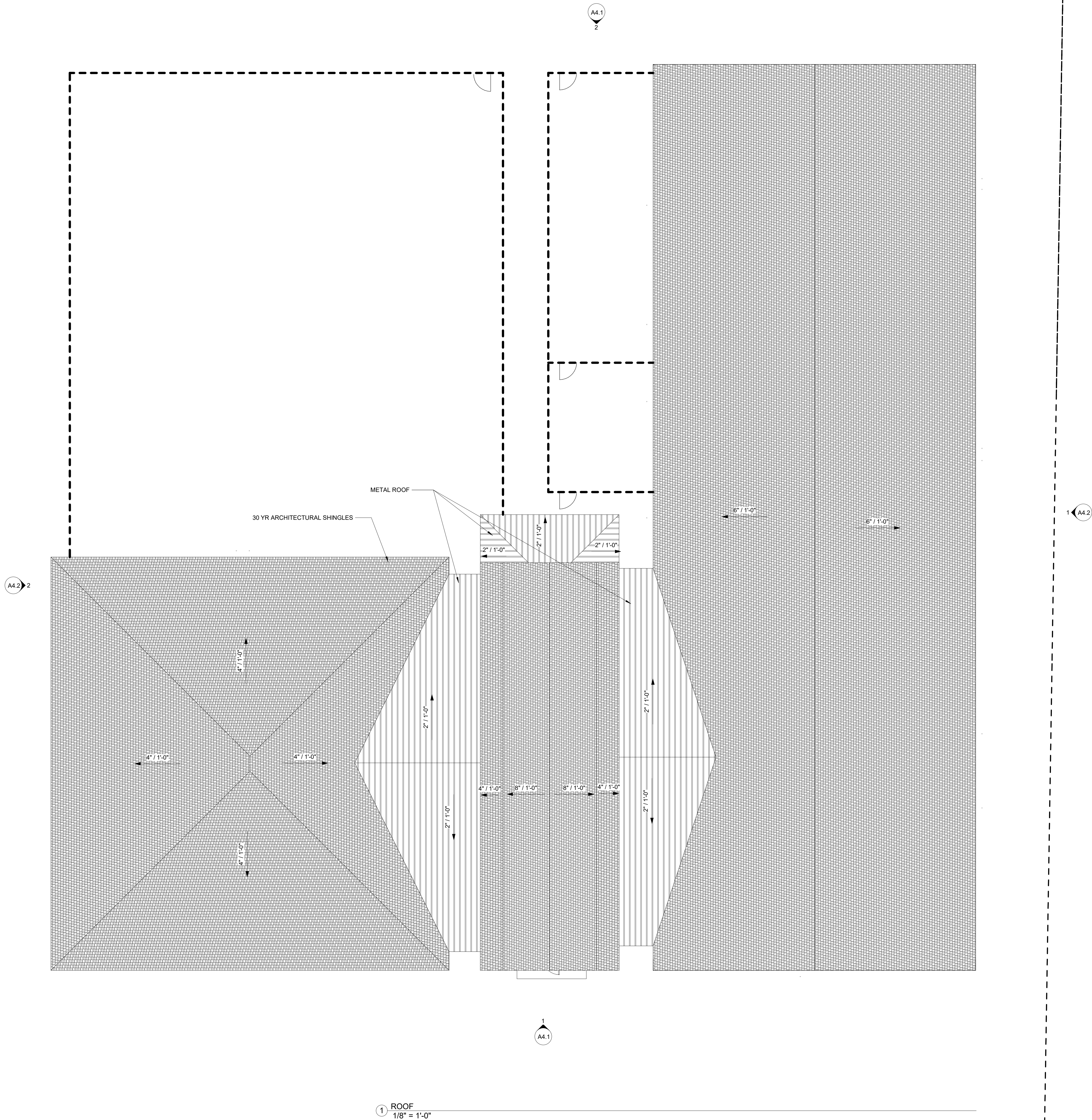
Approve (Consistent w/ Plans)	Approve (Inconsistent w/ Plans and Plans Change___?)	Deny (Inconsistent w/ Plans)
N/A	N/A	S. Hensley made a Motion to Deny R21-01, Huntersville Community Daycare, the Planning Board recommends denial based on the amendment being inconsistent with the Huntersville 2040 Community Plan, specifically policy LU 11.1 intended to protect and enhance the unique character of Huntersville neighborhoods, policy LU 11.2, policy LU 5.3 and policy LU 7.1. The petition is inconsistent with the Huntersville Zoning Ordinance Article 11, Section 11.4.7 (e) in that that proposed Highway Commercial rezoning would be inconsistent with overall character with the existing residential developments in the immediate vicinity of the subject property. It is not supported by the Highway 21- Sam Furr small area plan and per staff's comments, in order to support the rezoning request would require the Town Board to amend the small area plan. It is not reasonable and in the public's interests to amend the zoning ordinance because this action could potentially be considered spot zoning, has the potential to adversely affect neighboring property values and create additional traffic safety concerns along Highway 73. F. Gammon seconded the motion. The motion passed (5-4).

Town Board:

Approve (Consistent w/ Plans)	Approve (Inconsistent w/ Plans and Plans Change___?)	Deny (Inconsistent w/ Plans)
In considering the proposed rezoning Petition R21-01, the Huntersville Community Day Care, the Town Board recommends approval based on the amendment being consistent with <u>[insert applicable plan reference(s)]</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<u>[Explain]</u>	In considering the proposed rezoning petition R21-01, the Huntersville Community Day Care, the Town Board recommends approval of the amendment but finds the request inconsistent with <u>[insert applicable plan reference(s)]</u>, therefore amends <u>[insert plan reference(s)]</u> AND detail the ways the policy or reference is to be amended]. The Town Board took into account the following change in conditions in recommending approval to meet the development needs in Huntersville: <u>[List and explain the change in conditions]</u> It is reasonable and in the public interest to amend the approve the rezoning because...<u>[Explain]</u>	In considering the proposed rezoning petition R21-01, the Huntersville Community Day Care, the Town Board recommends denial based on the amendment being [consistent OR inconsistent] with <u>[insert applicable plan reference(s)]</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because...<u>[Explain]</u>



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B. Bobbitt

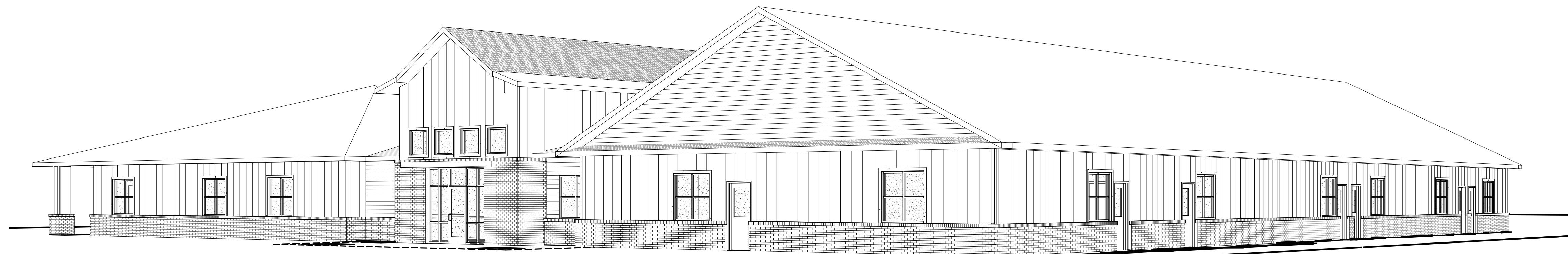
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① SOUTH ELEVATION
3/16" = 1'-0"

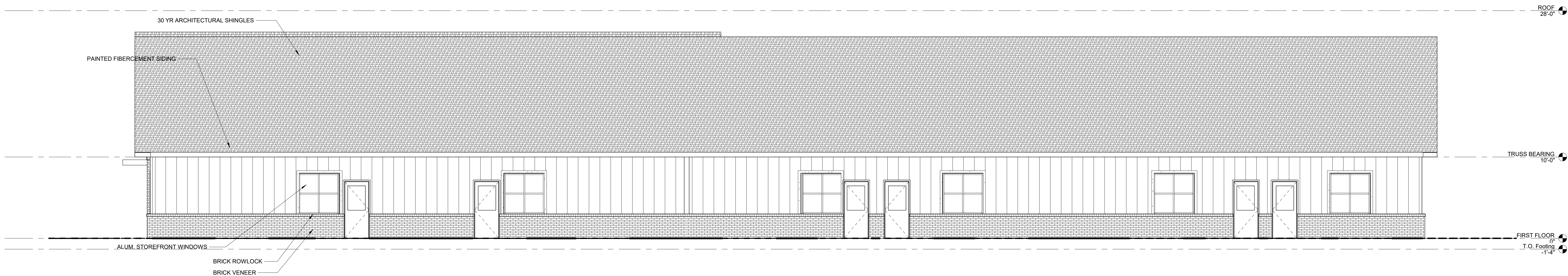


② NORTH ELEVATION
3/16" = 1'-0"

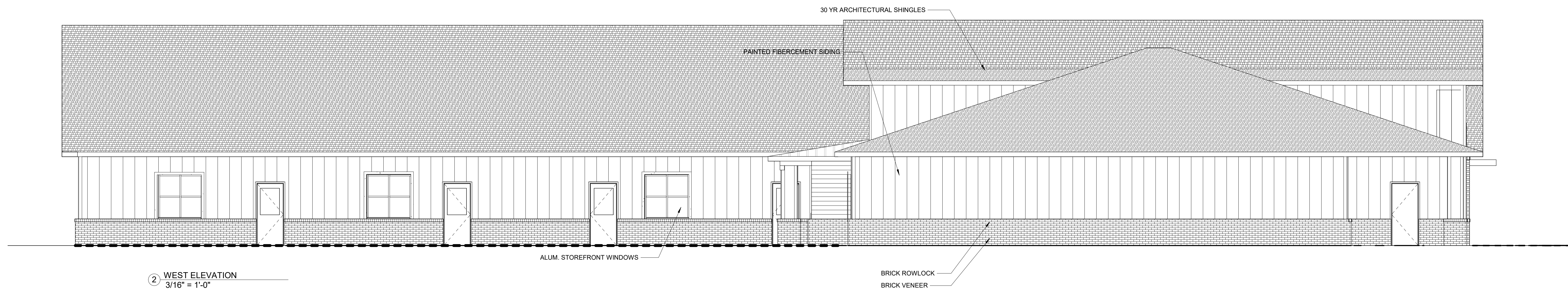


③ 3D View 1

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1 EAST ELEVATION
3/16" = 1'-0"



2 WEST ELEVATION
3/16" = 1'-0"



3 3D View 2



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application 11/24/2020

Name of Project Sam Furr Daycare Phase # (if subdivision) _____

Project Address 10205 Sam Furr Rd, Huntersville NC 28078

Parcel Identification Number(s) (PIN) 00531101

Current Zoning District GR Proposed District (for rezoning only) HC-CD

Property Size (acres) 4.98 acres Street Frontage (feet) 146 feet

Current Land Use Single Family Residential

Proposed Land Use(s) Daycare Facility

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

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.
We would like to rezone this property to development a Daycare Facility. This would include a 16,000 sf building, associated parking, and stormwater detention pond.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name The Montgomery Company, LLC Phone 803-743-6980
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature [Signature]
 Title Developer Email mattm@montgomery-co.com
 Address of Applicant 1919 Augusta Hwy, Lexington, SC 29071

7. Property Owner (if different than applicant)

*Printed Name Tietzort Land Ventures, LLC Phone 704-622-3679
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

→ Signature [Signature] Printed Name DAVEN TIETZORT
 Title Owner Email DT1948@BELL SOUTH.NET
 Address of Property Owner 9707 BLACK ROAD, MIDLAND, NC 28107
 * Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.

8. Development/Design Firm Contact Information

<u>THE MONTGOMERY COMPANY</u>	<u>Matt Montgomery</u>	<u>803 743 6980</u>	<u>Mattm@MONTGOMERY-co.com</u>
Development Firm	Name of Contact	Phone	Email
<u>Henson Foley Design</u>	<u>Jay Henson</u>	<u>704-8751615</u>	<u>jay@hensonfoley.com</u>
Design Firm	Name of Contact	Phone	Email

Contact Information

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



Memorandum

To: Whom It May Concern

From: Kyshia Lineberger
Huntersville Community Preschool

Date: April 16, 2020

RE: Parking/Traffic and Notice

We understand that traffic and cut thru is an important issue for the two neighborhoods surrounding the proposed Huntersville Community Preschool site. In recognizing the effort to work together, we commit to:

- 1) Document in our Parent Handbook the need for customers and staff to not use the neighborhoods as a cut thru route. (Which all parents and staff sign a receipt of handbook upon enrollment and hire).
- 2) We will also verbally address this at the time of enrollment and/or hire of staff.
- 3) We keep all customer and staff license plates on file for security reasons and can utilize that to assist if there is an issue in the neighborhood.
- 4) We will post a professional, clear sign at the parking area asking customers and staff to not use the neighborhood as a cut thru route.

Our preschool is a COMMUNITY preschool, that means working together. We hope this helps begin that process. Thank you.

K. Lineberger

From: Bradley Priest
Sent: Thursday, April 8, 2021 2:30 PM
To: Board Members
Cc: Anthony Roberts; Jack Simoneau; Emily Sloop
Subject: Day Care / Preschool Question Follow Up

Good afternoon. This email is to follow up on Commissioner Stacy Phillips question from Monday night's public hearing concerning the State's differentiation between a preschool and a Day Care Center. Staff has followed up with a Supervisor with the North Carolina Department of Human Health and Services (NCHHS) Division of Child Development and Early Education. Please find staff's update from the conversation below.

The State does not assign or label early child programs as "pre-schools", but there is a discernable difference between how a Child Care Center and a school is administered by the State. All child care facilities including Day Care Centers are required to obtain a Child Care License (if providing supervision for more than 3 children, more than once a week, less than 13 years old, more than 4 hours a day). However an exemption to the required Child Care License is provided for public and non-public schools. If an applicant qualifies as a school, that program would not have to obtain the Child Care License as a Day Care Center would. Therein lies the difference between the Day Care Center and a "preschool" as viewed by the State of North Carolina.

In order to qualify as a non-public school, and therefore be exempted from the Child Care license, ALL age groups of the school program would need to be:

1. Accredited by the State Board of Education, or
2. Accredited by a National or Regional Accrediting Agency, or
3. An active member of the North Carolina Association of Independent Schools

It was noted by the State supervisor that if a program received accreditation for the 3 year to 5 year old age group but also offered supervisory care for infants, a Child Care License would still be required. It was also explained that an adopted, purchased, or referenced education curriculum used by a child care program would not exempt a facility from the Child Care License, only accreditation of all age groups would (however a curriculum would assist the program in

accreditation). It was also commented that accreditation by the above agencies for infants was very unusual and not ever seen by the supervisor staff consulted.

The applicant for the Huntersville Day Care noted at the public hearing that the program proposed will be a 5 star facility. Per the State, the 5 star rankings classification is an aspect and function of the Child Care Licensing system itself. Thus it seems the applicant is planning to be subject to and function under the Child Care License and not be exempted as a non-public school.

Therefore staff's determination about the proposed facility being a day care and not a preschool seems consistent with the State's Child Care licensing program. Staff does not recall the applicant ever questioning the determination of whether or not they are a Day Care Center. Prior to submitting the formal rezoning application, the applicants went to the "pre-development group" to discuss the proposed rezoning for a day care facility. However if the applicant wishes, they have the right to appeal the Zoning Administrator's decision to the Huntersville Board of Adjustment per Article 11.3.2 B. If the applicant has evidence of accreditation from the above mentioned agencies or can show that the Child Care License does not apply to their program, that information may prove beneficial in an appeal. If you have any questions or need additional information, please let me know. Thanks.

Bradley D. Priest, AICP

Principal Planner

Town of Huntersville

704-766-2214

105 Gilead Road – Third Floor

bpriest@huntersville.org

www.huntersville.org



From: Stephen Trott
Sent: Wednesday, March 17, 2021 2:06 PM
To: Bradley Priest
Cc: Benjamin Brill
Subject: FW: [External] RE: 190646 Sam Furr Road Development

Brad,

See below.

Stephen Trott, PE
Director of Engineering
Town of Huntersville, NC
704-766-2017

From: Stephen Trott
Sent: Friday, August 21, 2020 3:59 PM
To: Dionne Brown <DBrown@davenportworld.com>
Cc: Frank Amenya <famenya@davenportworld.com>; Taylor, Wendy A <wataylor1@ncdot.gov>; Wagner, Leah P <lwagner@ncdot.gov>; Tagliaferri, Anthony <atagliaferri@ncdot.gov>; Benjamin Brill <bbrill@huntersville.org>; Bradley Priest <bpriest@huntersville.org>
Subject: RE: [External] RE: 190646 Sam Furr Road Development

Dionne,

The TIA is acceptable as a final version. Two hard copies of the study are needed. Those can be either mailed to PO Box 664, Huntersville, NC 28070 or delivered to 105 Gilead Road, Suite 300, Huntersville, NC 28078.

Based on the results and improvements identified in the study, the following improvements will be recommended to be the responsibility of the developer to the Town Board as part of the rezoning process:

NC 115 at NC 73

- Construct a second northbound left-turn lane on NC 115 with 275 feet of storage (modify signal phasing as needed to meet NCDOT requirements)

NC 73 at site entrance

- Construct a westbound right-turn lane on NC 73 with 75 feet of storage

Stephen Trott, P.E.
Director of Engineering
Town of Huntersville, NC
704-766-2220

From: Dionne Brown <DBrown@davenportworld.com>
Sent: Friday, August 14, 2020 9:07 AM
To: Stephen Trott <strott@huntersville.org>
Cc: Frank Amenya <famenya@davenportworld.com>; Taylor, Wendy A <wataylor1@ncdot.gov>; Wagner, Leah P <lwagner@ncdot.gov>; Benjamin Brill <bbrill@huntersville.org>; Bradley Priest <bpriest@huntersville.org>; Tagliaferri, Anthony <atagliaferri@ncdot.gov>
Subject: RE: [External] RE: 190646 Sam Furr Road Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello All,

Attached you will find the revised TIA to address the comments.

Will you all require hard copies? If so, please let me know how many and where to send.

If you have any questions, please let me know.

Thank you



Dionne Brown, PE | Project Manager I
DAVENPORT
4600 Marriott Drive, Suite 350 | Raleigh, NC 27612
t (919) 324-1665 ext: 24402
[website](#) | [map](#) | [email](#)

From: Stephen Trott <strott@huntersville.org>
Sent: Tuesday, July 28, 2020 11:13 AM
To: Dionne Brown <DBrown@davenportworld.com>
Cc: Frank Amenya <famenya@davenportworld.com>; Andrew Hayes <AHayes@davenportworld.com>; Taylor, Wendy A <wataylor1@ncdot.gov>; Wagner, Leah P <lwagner@ncdot.gov>; Benjamin Brill <bbrill@huntersville.org>; Bradley Priest <bpriest@huntersville.org>; Tagliaferri, Anthony <atagliaferri@ncdot.gov>
Subject: RE: [External] RE: 190646 Sam Furr Road Development

Dionne,

As it has been a few months since the last correspondence on the project, I am following up with you on the status of submission of a revised TIA to address the comments.

Is this project still moving forward?

Stephen Trott, PE
Director of Engineering
Town of Huntersville, NC

704-766-2220

From: Tagliaferri, Anthony <atagliaferri@ncdot.gov>
Sent: Tuesday, April 14, 2020 10:43 AM
To: Dionne Brown <DBrown@davenportworld.com>; Stephen Trott <strott@huntersville.org>
Cc: Frank Amenya <famenya@davenportworld.com>; Andrew Hayes <AHayes@davenportworld.com>; Taylor, Wendy A <wataylor1@ncdot.gov>; Wagner, Leah P <lwagner@ncdot.gov>; Benjamin Brill <bbrill@huntersville.org>; Bradley Priest <bpriest@huntersville.org>
Subject: RE: [External] RE: 190646 Sam Furr Road Development

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Dionne,

The plans were created by developers and the signal upgrades will be funded by developers. They have designed the new signal plans but they have not reached the point of their developments where these improvements have been required nor have they constructed them yet.

Thanks,

Tony Tagliaferri, PE
Division 10 Traffic Engineer
North Carolina Department of Transportation

704 983 4400 Office
atagliaferri@ncdot.gov

From: Dionne Brown <DBrown@davenportworld.com>
Sent: Tuesday, April 14, 2020 9:42 AM
To: Stephen Trott <strott@huntersville.org>; Tagliaferri, Anthony <atagliaferri@ncdot.gov>
Cc: Frank Amenya <famenya@davenportworld.com>; Andrew Hayes <AHayes@davenportworld.com>; Taylor, Wendy A <wataylor1@ncdot.gov>; Wagner, Leah P <lwagner@ncdot.gov>; Benjamin Brill <bbrill@huntersville.org>; Bradley Priest <bpriest@huntersville.org>
Subject: [External] RE: 190646 Sam Furr Road Development

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Thank you Stephen for the comments that I will address.

Tony, question for you, NCDOT has "upgraded" signal plans for US 21 at NC 73 and NC 115 at NC 73 available on the website. Do you know why there would be upgraded plans if there is not a project on the books? These plans have dual left northbound turn lanes. I have attached the plans.



Dionne Brown, PE | Project Manager I
DAVENPORT
4600 Marriott Drive, Suite 350 | Raleigh, NC 27612
t (919) 324-1665 ext: 24402
[website](#) | [map](#) | [email](#)

From: Stephen Trott <strott@huntersville.org>
Sent: Tuesday, April 7, 2020 11:25 AM
To: Dionne Brown <DBrown@davenportworld.com>
Cc: Frank Amenya <famenya@davenportworld.com>; Andrew Hayes <AHayes@davenportworld.com>; wataylor1@ncdot.gov; lwagner@ncdot.gov; Tagliaferri, Anthony <atagliaferri@ncdot.gov>; Benjamin Brill <bbrill@huntersville.org>; Bradley Priest <bpriest@huntersville.org>
Subject: RE: 190646 Sam Furr Road Development

Dionne,

After review of the TIA submitted on 3/23/20, I have the following comments:

- The TIA indicates that there are currently dual northbound left-turn lanes on NC 115 at NC73. Only one northbound left-turn lane exists today. As this improvement is not under construction nor in a funded Town or NCDOT project, it needs to be removed from current and future year analysis. This will change all analysis results at this intersection. (Note: if the ICU percentage of an intersection warrants mitigation per Article 14 of the Zoning Ordinance, identification of the improvement to mitigate the intersection is required.)
- ICU percentages in table 5.2 should show the ICU value to the first decimal place.
- Traffic counts for the morning and afternoon periods per the Town TIA Manual and scoping package were to be from 6-9am and 4-7pm. Traffic count data in the Appendix only included from 7-9am and 4-6pm. If this data was the only data collected, and due to the pandemic, cannot be recounted, the reduced duration is allowable in this case.
- Include the NCDOT turn lane warrant graph analysis for the site driveway.
- Recommend the use of actual lane widths, truck percentages (if captured in the counts), speed limits in the analysis.
- There is an inconsistency in the turn lane storage length recommendation for the right turn lane at the site driveway.

Please address the above comments and submit a revised TIA for review.

Thank you.

Stephen Trott, P.E.
Director of Engineering
Town of Huntersville, NC
704-766-2220

From: Dionne Brown <DBrown@davenportworld.com>
Sent: Monday, March 23, 2020 10:31 AM
To: Stephen Trott <strott@huntersville.org>; Bradley Priest <bpriest@huntersville.org>; Benjamin Brill

<bbrill@huntersville.org>; Tagliaferri, Anthony <atagliaferri@ncdot.gov>; lwagner@ncdot.gov;
wataylor1@ncdot.gov

Cc: Frank Amenya <famenya@davenportworld.com>; Andrew Hayes <AHayes@davenportworld.com>

Subject: 190646 Sam Furr Road Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello All,

Attached you will find the FINAL TIA and synchro files for the proposed development for your review.

Please let me know if you will still require hard copies for submittals.



Dionne Brown, PE | Project Manager I
DAVENPORT
4600 Marriott Drive, Suite 350 | Raleigh, NC 27612
t (919) 324-1665 ext: 24402
[website](#) | [map](#) | [email](#)

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.



Traffic Impact Analysis (TIA) Application for Determination of TIA Need

Article 14.2 of the Zoning Ordinance requires that a Traffic Impact Analysis (TIA) be performed for any residential subdivision, multifamily site plan, or non-residential development, or portion thereof, which is expected to create one hundred (100) or more peak hour vehicle trips or 1,000 or more daily trips.

In order to determine whether a TIA will be required for your proposed development, please fill out the form below and submit to the Planning Department. A "Determination of TIA Need" will be made within 10 working days.

Applicant: HensonFoley

Project Name: Huntersville Community Preschool/Daycare

Project Address: 16,000 sf daycare center

Project Description (including square footage for each proposed land use):
16,000 sf daycare center

Applicant

Printed Name HensonFoley Phone 704-875-1615

☐ Corporation ☐ Limited Liability Company ☐ Trust ☒ Partnership ☐ Other: _____

Signature Jay P. Henson

Title Partner Email jay@hensonfoley.com

Contact Information

Town of Huntersville Engineering Department
(704) 766 - 2220

For Town Staff Use Only

Project File # _____

Date Submitted 1/29/2021

Daily Trips Anticipated 762

Peak Hour Trips Anticipated AM 176 PM 178

TIA Required (Yes/No) Yes

Date of Determination: 1/29/2021

Comments: Determination made based on a 16,000 sq ft daycare

Huntersville Community Daycare/Preschool
Neighborhood Meeting
2/10/2021

The meeting was called to order at 6PM by Kyshia Lineberger, Project Owner. Also in attendance were Jay Henson, HensonFoley and Matt Montgomery, Project Director. Approximately 7 people attended in-person and 50 on line.

Ms. Lineberger gave a presentation of the school and her past schools with 20 years of experience.

Most of the questions centered on the stormwater run-off on the property and how it would be handled by the detention pond. Several homeowners already have water problems and are looking for solutions.

Below are a few questions that were asked and they were addressed:

-A site in Ballantyne was used as an example of runoff that impacted other properties-primarily sediment runoff during grading. **Response: The Ballantyne site was not designed by HensonFoley nor was it within the Town of Huntersville. It would be speculative to comment on those issues. Landforms on site and at discharge points are different for each site.**

-Will the building and parking lot drain across the the property onto the neighbors. **Response: The building and parking lot are designed to capture the runoff in an underground system and discharged into the pond. The pond controls the stormwater release rate to the existing conditions. In addition, curbing, roof drains, and a "bowl" shaped parking lot direct water away from the adjacent properties and into the pond. The pond will discharge into the existing drainage swale to the Northeast, across the grass to the north, and into a large storm drainage pipe to the north.**

-What measures or criteria will be used for the storm drainage system? **Response: The Town of Huntersville will require the 2 year, 10 year storm to be detained at the existing release rate. The 50 year storm will need to be designed to pass through the dam without erosion. Also, water quality measures are required (sand filter) to allow infiltration into the existing soil. The sand filter removes particles/pollutants from the parking lot. As an additional measure, the owner has agreed to exceed the requirements and enlarge the pond to detain the 25 year storm.**

-Can the pond be shifted slightly westward to give additional buffer. **Response: Yes, the owner has agreed to accommodate this request.**

-Can the owner add additional landscaping on the east side of the pond? **Response: Yes, the owner has agreed to provide additional screening.**

Other questions about traffic and drop off/pick up patterns were addressed by Jay Henson. Ms. Lineberger explained this was not like a regular school with a set start and end time. The drop offs are spread over a 2 ½ hour period and the same in the afternoon/evening. This type of system eliminates the drop off and stacking issues.

-Can the owner do something to help with cut through traffic? ***Response: The owner has agreed to mention this request at the parent meetings. In addition, the owner will provide handouts to parents as well as a sign on site to remind parents to limit access through the neighborhoods. It was also mentioned that the hope would be for some of the families in those neighborhoods to utilize the preschool.***

-Safety of the property also was considered for after hours and weekends. A gate to close the parking lot was suggested.

The meeting was adjourned at 8:00 pm .

OWNER LAST		OWNER FIRST	
TIETSORT INVESTMENTS LLLP I			
OWNER LAST		OWNER FIRST	
ACKER		KEVIN R	
AMH NC PROPERTIES LP			
BARNES		RODERICK	
BEHAN		JOSEPH P	
BELLUS		RICHARD J	
BHANDERI		HITESH S	
BRYAN		JOHN D	
C & E INVESTMENTS LLC			
COUSEN		ALLEN B	
ERSLK		DONNA J	
FASSIL		MARTHA T	
FENTON		BRYAN LEE	
FKH SFR PROPCO A LP			
FOX		ANGELA C	
FRAZIER		FREDA H	
GANIM		YASEIN	
HATCHER		GENE	
HINE		RACHEL	
HUNTER		SUSAN K	
KINCER		MARK ALLEN	
LAMBERT		THOMAS CRAVEN	
LE		HIEP PHUOC	
LOVE		KENNETH SR	
NERVI		AARON	
OATES		KENNETH A III	
PAWLOWSKA		DAGMARA KATARZYNA	
PERKINS		JOSHUA D	
PERNSTICH		ANDREA	
PINKSTON		RAYMOND MICHAEL	
PROGRESS RESIDENTIAL BORROWER 3 LLC			
REHAK		RICHARD D	
RUNYON		DOUGLAS J	
SANDERS		S	
SIFFORD		JAMES H	
SLAVIK		MICHAEL F	
STARNES		TIMOTHY R	
THOUSAND		JEFFREY	
TOMPKINS		MARCUS E	
TOWN OF HUNTERSVILLE			
OWNER LAST		OWNER FIRST	
CALDWELL STATION HOMEOWNERS ASSOCIATION INC		ASSOC INC	
CAMBRIDGE GROVE HOMEOWNERS		HOMEOWNERS ASSOCIATION IN	
HAMPTON AT NORTHCROSS		ASSOCIATION OF CHARLOTTE	
HAMPTON RIDGE HOMEOWNERS			

PROPERTY IN REZONING			
CO-OWNER FIRST	CO-OWNER LAST	MAILING ADDRESS	CITY
		9707 BLACK RD	MIDLAND

PROPERTIES WITHIN 250' OF REZONING

CO-OWNER FIRST	CO-OWNER LAST	MAILING ADDRESS	CITY
HEIDI	ACKER	10120 TRUITT CT	HUNTERSVILLE
		30601 AGOURA RD SUITE 200	AGOURA HILLS
MIA F	BARNES	10305 BERNICK WAY LN	HUNTERSVILLE
REBECCA	BEHAN	10214 GLENCREST DR	HUNTERSVILLE
ROSEANN M	BELLUS	16838 HAMPTON CROSSING DR	HUNTERSVILLE
DIPTI	BHANDERI	16634 SUTTERS RUN LN	HUNTERSVILLE
DAYNA G	BRYAN	16813 HAMPTON CROSSING DR	HUNTERSVILLE
		999 GREEN ST UNIT 1505	SAN FRANCISCO
MARLENE B	COUSEN	16820 HAMPTON CROSSING DR	HUNTERSVILLE
		10119 DREW CT	HUNTERSVILLE
		10121 TRUITT CT	HUNTERSVILLE
KATHERINE ANN	FENTON	16825 HAMPTON CROSSING DR	HUNTERSVILLE
	C/O FIRSTKEY HOMES LLC	1850 PARKWAY PL STE 900	MARIETTA
		10308 GLENCREST DR	HUNTERSVILLE
		16831 HAMPTON CROSSING DR	HUNTERSVILLE
YASMEEN	WAHDAN	16724 HAMPTON CROSSING DR	HUNTERSVILLE
AMY	HATCHER	16806 HAMPTON CROSSING DR	HUNTERSVILLE
JOHN GEORGE	DAHLSTRAND	16725 HAMPTON CROSSING DR	CORNELIUS
		16731 HAMPTON CROSSING DR	HUNTERSVILLE
ANN P	KINCER	16626 SUTTERS RUN LN	HUNTERSVILLE
	WANDA HUDSON	10332 SAM FURR RD	HUNTERSVILLE
		10315 BERNICK WAY LN	HUNTERSVILLE
CYNTHIA M	LOVE	16812 HAMPTON CROSSING DR	HUNTERSVILLE
		10116 TRUIT CT	HUNTERSVILLE
JESSICA	OATES	10222 GLENCREST DR	HUNTERSVILLE
		10206 GLENCREST DR	HUNTERSVILLE
SUSAN E	PERKINS	16819 HAMPTON CROSSING DR	HUNTERSVILLE
		10316 GLENCREST DR	HUNTERSVILLE
NATALIE	PINKSTON	16826 HAMPTON CROSSING DR	HUNTERSVILLE
		PO BOX 4090	SCOTTSDALE
		10230 GLENCREST DR	HUNTERSVILLE
TRACY L	RUNYON	16719 HAMPTON CROSSING DR	HUNTERSVILLE
B	SANDERS	16730 HAMPTON CROSSING DR	HUNTERSVILLE
EVANGELINE T	SIFFORD	10309 BERNICK WAY LN	HUNTERSVILLE
LISA R	SLAVIK	222 CLARK RD	PLYMOUTH
SHEILA L	STARNES	16801 HAMPTON CROSSING DR	HUNTERSVILLE
DONNA	THOUSAND	16807 HAMPTON CROSSING DR	HUNTERSVILLE
KENDALL C	TOMPKINS	10111 DREW CT	HUNTERSVILLE
		PO BOX 664	HUNTERSVILLE

HOUSING ASSOCIATIONS WITHIN 2,000' OF REZONING

CO-OWNER FIRST	CO-OWNER LAST	MAILING ADDRESS	CITY
		919 NORLAND RD	CHARLOTTE
	C/O P G DEVELOPMENT	10590 INDEPENDENCE POINTE PKWY	MATTHEWS
		PO BOX 1320	HUNTERSVILLE
		5250 77 CENTER DR STE 350	CHARLOTTE

STATE ZIPCODE	
NC	28107

STATE ZIPCODE	
NC	28078
CA	91301
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
CA	94133
NC	28078
NC	28078
NC	28078
NC	28078
GA	30067
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
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NC	28078
NC	28078
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NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
NC	28078
AZ	85261
NC	28078
NC	28078
NC	28078
NC	28078
MA	02360
NC	28078
NC	28078
NC	28078
NC	28078

STATE ZIPCODE	
NC	28203
NC	28105
NC	28070
NC	28217



PO BOX 664 | HUNTERSVILLE NORTH CAROLINA 28070

PUBLIC HEARING

Date: April 5, 2021
Time: 6:00 pm
Location: Huntersville Recreation Center 11836 Verhoeff Drive
(please view meeting agenda posted prior to meeting for current COVID-19 restrictions)

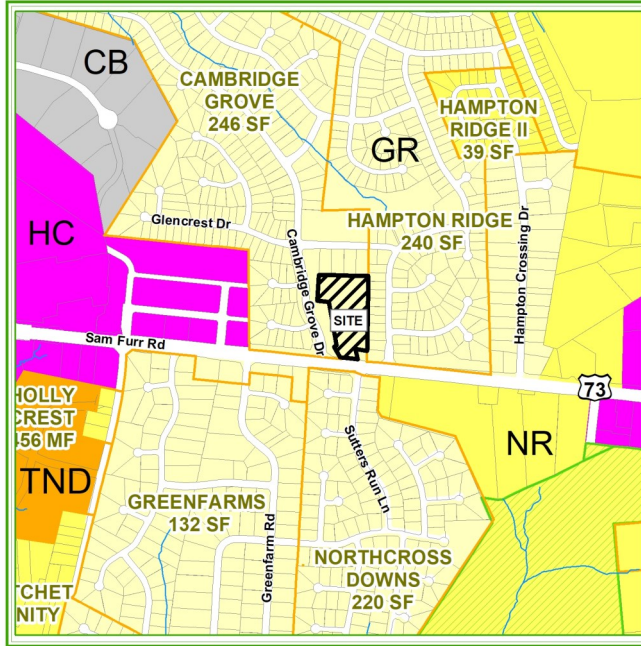
Applicant: The Montgomery Company, LLC
Project: R21-01 Huntersville Community Preschool/Daycare

Public Meeting Dates

Meeting Type	Purpose	Date & Time
Neighborhood Meeting	Informational	February 10, 2021
PUBLIC HEARING	Public Meeting	April 5, 2021 @ 6 pm
Planning Board	Recommendation	April 27, 2021 @ 6:30 pm
Town Board	Approval/Denial	May 17, 2021 @ 6 pm *

* Tentative—check www.huntersville.org for latest dates

PUBLIC NOTICE DATE APRIL 5, 2021 | R21-01 HUNTERSVILLE COMMUNITY PRESCHOOL/DAYCARE
NOTICE OF PUBLIC HEARING FOR REZONING REQUEST



Zoning Map Legend:

GR = General Residential Site = Location for rezoning
CB = Corporate Business NR = Neighborhood Residential
HC = Highway Commercial
TND = Traditional Neighborhood Development

An application has been submitted to rezone the 'Site' surrounded by Sam Furr Road and Cambridge Grove Drive.

CURRENT ZONING is General Residential (GR).

PROPOSED ZONING is Highway Commercial—Conditional District (HC-CD) to permit a day care center.

A public hearing will be held both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive Huntersville NC 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>. The Board of Commissioners will participate remotely. The public is invited to attend and comment: 1) In person at the Huntersville Recreation Center, or 2) by email to the Clerk at jpiereson@huntersville.org (until 24 hours after the close of the public hearing).

The Town Clerk may be reached by email at jpiereson@huntersville.org or by phone at 708-766-2202. In person attendance will be limited in accordance with the state of emergency restrictions in place as of the date of this hearing.

FOR ADDITIONAL INFORMATION

Contact: Brad Priest, Principal Planner

Phone: 704-766-2214

Email: bpriest@huntersville.org

Online: www.huntersville.org - search: **R21-01**

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:****IPL0015886****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

CLT - Legal Ads

Final Cost:

78.20

Payment Type:

Account Billed

User ID:

IPL0021908

PREVIEW FOR AD NUMBER IPL00158860**NOTICE OF PUBLIC HEARING**

The public is put on notice that the Town of Huntersville will hold a public hearing on Monday, April 5, 2021 on the following petition. This public hearing will be held virtually or in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive Huntersville NC 28078. COVID-19 protocols will be in place for an in-person meeting, details regarding this will be available one week prior to the meeting, as published on the meeting agenda.

#R21-01, a conditional rezoning request by Tietsoort Investments LLLP I to rezone 10205 Sam Furr Road (Tax ID 00531101) from GR to HC-CD to develop a Day Care Center.

#TA21-04, a request by the Huntersville Board of Commissioners to amend Article 7.4.2 of the Huntersville Zoning Ordinance to establish an administrative staff review of tree mitigation applications.

The public is invited to attend the hearing and comment on the proposed changes. Substantial changes may occur to the request based on comments. For further information please contact the Planning Dept. at 704-875-7000, or go to www.huntersville.org.

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

ACCOUNT INFORMATION

TOWN OF HUNTERSVILLE/ADMINISTRATOR IP
TOWN CLERK PO BOX 664
HUNTERSVILLE, NC 28078
704-875-6541
ccook@huntersville.org
TOWN OF HUNTERSVILLE/ADMINISTRATOR

TRANSACTION REPORT**Date**

11:06 AM - Mon, Mar 22, 2021

Amount:

78.20

SCHEDULE FOR AD NUMBER IPL00158860

Wed Mar 24, 2021
The Charlotte Observer
Wed Mar 31, 2021
The Charlotte Observer

**Town of
HUNTERSVILLE
North Carolina**

Sam Furr Rd Neighborhoods

**Daycare Rezoning Task Force
Traffic & Safety Subcommittee
16509 Rudyard Ln
Huntersville, NC 28078**

March 30, 2021

Town of Huntersville
Planning Department
Attn: Jack Simoneau, Planning Director
P.O. Box 664
Huntersville, NC 28070

---US Postal Service – Certified Mail ---

Re: Rezoning Case # R21-01
Huntersville Community Preschool/Daycare
10205 Sam Furr Rd, Huntersville, NC
Sam Furr Road Development Transportation Impact Analysis – dated August 14, 2020
(Davenport Project # 190646)

Dear Mr. Simoneau:

We are writing on behalf of the Sam Furr Rd Neighborhoods, comprised of The Hamptons, Hampton Ridge and Cambridge Grove neighborhoods, to formally notify the Town of Huntersville of what we consider to be significant errors and omissions in the Traffic Impact Analysis (TIA) referenced above. As outlined in Attachment 1 to this letter, our primary concern is the safety of our community, especially that of our children, which we believe will be adversely impacted by the proposed daycare.

We were surprised and disappointed that the scope of the TIA approved by the Town of Huntersville and the North Carolina Department of Transportation did not include a thorough safety analysis of changing traffic patterns within and associated with the neighborhoods. Based on the issues addressed by this letter, as well as other possible concerns that may be raised after further analysis, **we hereby request that the Town of Huntersville require the applicant to perform a supplemental safety analysis as well as address other issues raised herein concerning the current capacity study.**

Until such time that the revised reports have been published, reviewed by our neighborhoods and any questions satisfactorily addressed, **we also request that all currently scheduled Public Hearings, Planning Board Meetings and Town Board Meetings regarding the proposed rezoning be placed on hold.** In the spirit of the Town Comprehensive Development Plans 2030 and 2040, we appreciate the Town's commitment to respect existing neighborhoods and trust that the Town will honor our requests accordingly.

Please review this letter and associated attachment within the Town of Huntersville Planning Department as well as with the Town Board of Commissioners and Town Planning Board and advise on actions being taken to address the errors and omissions described herein by Monday, April 5, 2021. If there are any questions regarding the attachment, please contact us at the email addresses noted below.

March 30, 2021

Town of Huntersville Planning Department
Rezoning Case # R21-01

Sincerely yours,



Mary Colven
marybcolven@gmail.com



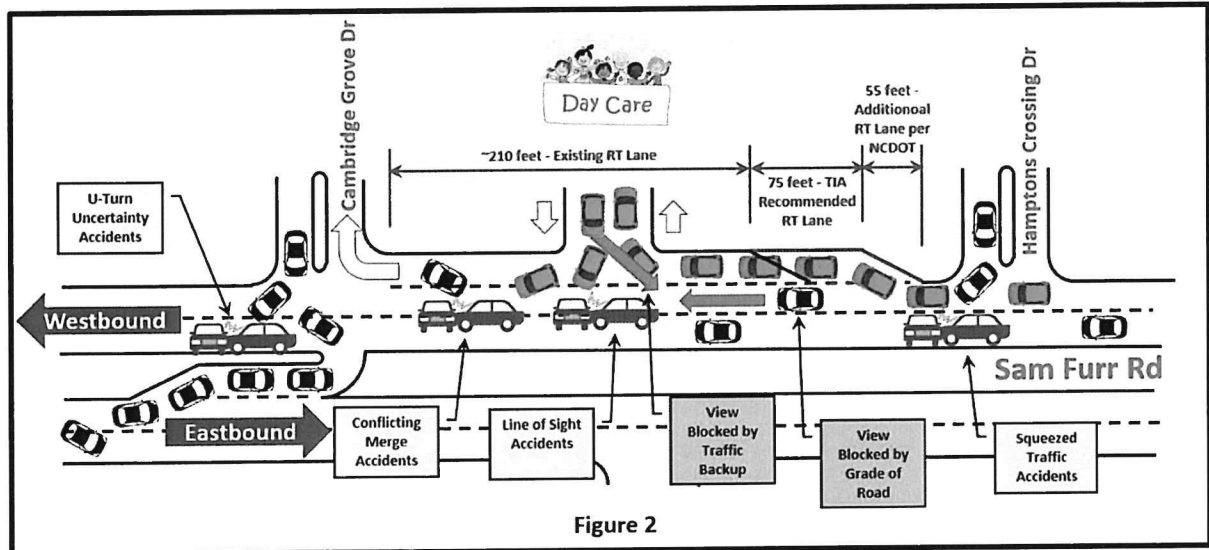
Richard Kirkman, PE
richardkirkman@hotmail.com



Randolph Peacock, PE-Retired
Randolph.c.peacock@gmail.com

cc: Stephen Swanick, Town of Huntersville Planning Board Chairman
Jennifer Davis, Town of Huntersville Planning Board Vice-Chairman
Greg Baber, Town of Huntersville Planning Board Member
Christopher Boyd, Town of Huntersville Planning Board Member
Frank Gammon, Town of Huntersville Planning Board Member
Catherine Graffy, Town of Huntersville Planning Board Member
Scott Hensley, Town of Huntersville Planning Board Member
Derek Partee, Town of Huntersville Planning Board Member
Jeff Sny, Town of Huntersville Planning Board Member
John Aneralla, Town of Huntersville Mayor
Melinda Bales, Town of Huntersville Mayor Pro-Tem
Dan Boone, Town of Huntersville Commissioner
Lance Munger, Town of Huntersville Commissioner
Brian Hines, Town of Huntersville Commissioner
Stacy Phillips, Town of Huntersville Commissioner
Nick Walsh, Town of Huntersville Commissioner
Elaine Powell, Mecklenburg County Board of Commissioners Vice-Chair
Bradley Priest, AICP, Town of Huntersville Principal Planner
Steven Trott, PE, Town of Huntersville Director of Engineering
Tony Tagliaferri, PE, NC DOT Division 10 Traffic Engineer
Dionne Brown, PE, Davenport Project Manager
Matthew Montgomery, Montgomery Company, LLC President
Duke Energy Emergency Planning

Town of Huntersville Planning Department
Rezoning Case # R21-01
Attachment 1



- i) **Squeezed Traffic Accidents:** Vehicles turning right from Hampton Crossing Dr onto westbound Sam Furr Rd may be blocked during peak rush hour due to daycare traffic in the limited right-turn lane extension possibly backing up onto Sam Furr Rd. Frustrated Hampton Ridge drivers may feel the need to jump onto Sam Furr Rd when limited opportunities to turn right present themselves.
 - ii) **Conflicting Merge Accidents:** Due to traffic turning right into the daycare, the effective length of the Cambridge Grove Dr right-turn lane is reduced. In addition, parents turning right out of the daycare entrance may choose to use part of that right-turn lane as a merge lane onto Sam Furr Rd (see Line of Sight Accidents below). As a result, frustrated drivers trying to enter the Cambridge Grove Dr right-turn lane may feel the need to jump into that lane in light of uncertainty on actions by daycare parents.
 - iii) **U-Turn Uncertainty Accidents:** Additional cut-through traffic into Cambridge Grove will increase the uncertainty on the part of vehicles wishing to turn right out of Cambridge Grove Dr as to which vehicles will choose to make U-Turns versus turning left into Cambridge Grove. This frustration, coupled with that associated congestion at the daycare entrance, will increase the possibility that frustrated drivers out of Cambridge Grove Dr will jump onto Sam Furr Rd in front of U-Turn traffic.
- c) **Line of Sight Accidents:** The sight distance required for a driver traveling at or near the design speed on Sam Furr Rd to safely stop their vehicle before reaching a stationary object ahead may be inadequate based on the current grading of Sam Furr Rd – see Figure 2 above. Backup traffic on westbound Sam Furr Rd by vehicles unable to merge into the daycare short right-turn lane or due to accidents associated with scenarios above would constitute such stationary objects. In addition, line of sight of vehicles exiting the daycare will be blocked by traffic turning right into the daycare, which could result in the exit traffic jumping onto Sam Furr Rd in front of on-coming traffic.

Town of Huntersville Planning Department
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- d) As noted in the Duke Energy McGuire Nuclear Station 2021 Emergency Preparedness Information document, Sam Furr Rd is considered to be an emergency evacuation route. Restricted traffic or accidents addressed above may affect the flow of traffic in an emergency, which could endanger not only residents but those who depend on Sam Furr Rd to seek safety.
- e) In addition to the safety concerns noted above, there are also concerns related to expected traffic congestion including:
 - i) School bus delays resulting from traffic backed up on Hampton Crossings Dr due to traffic congestion associated with the daycare limited right-turn lane (i.e., resulting in students arriving late to school), and
 - ii) Eastbound Sam Furr Rd traffic being delayed due to probable back up of U-turn / left turn traffic into Cambridge Grove overflowing into the Sam Furr Rd left lane (i.e., also slowing emergency vehicles during rush hour traffic).

2) Specific Questions / Issues to be Addressed

- a) The Town of Huntersville's TIA requirements are for study of signalized intersections and major unsignalized intersections that are above the site trip thresholds for study. As a result, traffic below that threshold at Cambridge Grove Dr, Hampton Crossing Dr, Sutters Run Ln, Greenfarm Rd and Knoxwood Dr were not included in the referenced TIA. Due to current limited left turns from these neighborhood roads onto Sam Furr Rd, realistic traffic movements required as a consequence (e.g., U-Turns) result in unique and often hazardous traffic conditions that did not exist when the Sam Furr Rd subdivisions were planned. Introduction of daycare traffic into an already compromised situation presents further risk to the neighborhood drivers who bought their homes based on the original single road traffic design for Sam Furr Rd. In addition, possible cut-through traffic noted above could endanger neighborhood children at the school bus stop and neighborhood pool. It is not clear why a safety evaluation was not included in the TIA scope of work based on generally accepted professional engineering principles of ensuring the overall safety of the public. It is requested that such an evaluation be added to the TIA scope of work and a supplemental report be issued accordingly.
- b) The TIA noted that Davenport and the NCDOT accepted the shorter daycare right-turn lane length (i.e., 75 feet) in spite of the fact that NCDOT guidelines require a longer right-turn lane to safely access the daycare on a major highway (i.e., 125 feet). No evaluation of possible consequences was provided, including backup of traffic onto westbound Sam Furr Rd through lanes that could result in unsafe conditions at the Hampton Crossing Dr intersection and lower visibility of westbound Sam Furr Rd through traffic for drivers turning right out of the daycare. It is requested that the compromise on right-turn lane length be justified in consideration of these possible consequences.
- c) From a review of the Sight Distance Profile (see Figure 3) included in the Rezoning Package, it appears the profile grades were generated by use of GIS data versus an on-site survey using established vertical control. From experience and through consultation with a local Heavy-Highway PLS, GIS surveys lack the accuracy needed to perform a survey of this scope, especially considering the rough GIS topo indicates the sight distance is just a few inches from being non-compliant. It is requested that a vertical survey control be established, and a proper on-site survey be performed by a NC Professional Land Surveyor (PLS) to determine the true Sight Distance Profile.

Town of Huntersville Planning Department
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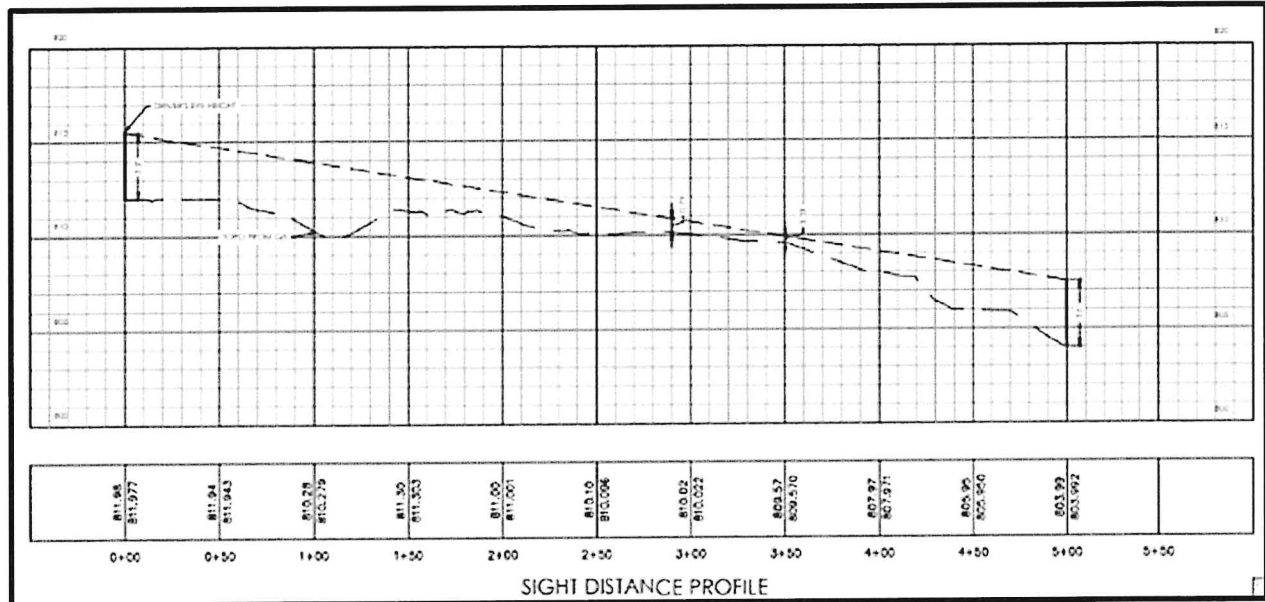


Figure 3

- d) It was noted in the Town of Huntersville April 7, 2020 email to Dionne Brown (see Figure 4) the TIA traffic count failed to follow the Town's TIA Manual by collecting data at reduced morning and afternoon timeframes. There is a concern that reducing the morning data collection window will fail to capture the trips generated and ADT for those vehicles/buses traveling to local schools every morning between 6:15AM and 7AM. School starts early in this area and thousands of students on buses and in personal vehicles are traveling eastbound Sam Furr Rd and attempting to turn left onto Old Statesville Rd North. Based on pre-pandemic experience, the left turn storage on eastbound Sam Furr Rd to northbound Old Statesville Rd is inadequate (or traffic signal timing off), causing unsafe overflow and stacking in the left through lane on Sam Furr Rd. It is requested that a new TIA be performed to capture the timeframes indicated in the Town's TIA Manual in order to ensure full compliance (i.e., rezoning schedules should not take priority over performing thorough evaluations).

- Traffic counts for the morning and afternoon periods per the Town TIA Manual and scoping package were to be from 6-9am and 4-7pm. Traffic count data in the Appendix only included from 7-9am and 4-6pm. If this data was the only data collected, and due to the pandemic, cannot be recounted, the reduced duration is allowable in this case.

Figure 4

- e) Since adversely affecting emergency evacuation traffic on Sam Furr Rd could impact the operating license for Duke Energy's McGuire Nuclear Station, which could be a reportable item to the US Nuclear Regulatory Commission, it is requested that Duke Energy review the updated TIA and formally document whether or not there is an impact.

1 ☐ **Cambridge Grove, Hampton Ridge, The Hamptons Task Force**

Public Hearings for R21-01 Childcare Project- April 5, 2021

2 ☐ **Zoning- Message 1**

Hello,

My name is Beryl Jackson, I've lived in the Hampton Ridge community for over 24 years. I am a board member on our HOA, a former member of the Huntersville planning board and I love this community.

My message today is about rezoning.

According to Merriam Webster spot zoning is defined as:

○ "The rezoning of a small parcel of land within the limits of another zone that is illegal when not done in accordance with a comprehensive zoning plan or when arbitrary or discriminatory." Please refer to the staff report illustration of the subject property and the contiguous zones.

○ According to NC General statute § 160A-383 zoning must be done in accordance with a comprehensive development plan. The Cambridge Grove, Hampton Ridge and The Hamptons Task Force has studied both the 2030 plan and the 2040 plan and neither includes the parcel at 10205 Sam Furr Rd. as one of the areas targeted for major development by the two plans. Rather the 2040 plan indicates the plan will protect existing housing stock (pg68 Policy LU11) "by using planning tools that will safeguard (them) from potentially negative impacts of development and redevelopment."

○ There is a cluster of more 872 single family homes zoned general residential that surround the parcel. Research conducted by our communities indicates a majority of the homeowners are not in favor of a change from general residential to highway commercial.

○ Is this rezoning reasonable and in the public interests? And is this zoning change, in character, with the existing district? In the new 2040 Plan we are characterized as Town Core. pg 54 / *interpret that to mean we are the heart of this community.*

3 ☐ **Zoning- Message 2**

Hello,

My name is Beryl Jackson, I've lived in the Hampton Ridge community for over 24 years.

○ I wish to speak on the topic of rezoning of the parcel at 10205 Sam Furr Rd. Huntersville

○ Homeowners fear negative impacts on their property due to the change in zoning from residential to commercial

○ 78% of Cambridge Grove and Hampton Ridge residents oppose rezoning.

○ If we are looking forward, while thinking back- think about when our neighborhood was built. Common open spaces were all the buzz. And we have very proudly owned and maintained both our personal property and the common open space for over 24 years. Now we are faced with multiple concerns resulting from the prospect of the property adjacent to our homes being rezoned from residential to commercial.

○ We fear:

○ loss of property value

○ Potential flooding of multiple properties in two communities adjacent to the proposed site

○ And most of all more traffic on top of an already challenging segment of Hwy 73

○ A large commercial building footprint and paved parking is inconsistent with the

surrounding single family properties.

OThe disturbance of the permeable soil despite the storm control measure could result in flooding spill over into adjacent properties. We have pictures of similar properties in the county where the storm water control measure (SCM) has not only failed but flooded onto adjacent single family homes on its way to the storm water drains.

OIs this zoning change designed to promote the public health, safety, and general welfare of our neighborhoods?

4 ☐ **Spot Zoning- Message 3**

Hello,

My name is Richard Colven, I've lived in The Hamptons community for over ____ years.

A survey conducted in early March shows that 89% of residents in THE HAMPTONS oppose commercial rezoning on this specific property

My message today is about rezoning.

There have been multiple precedent setting litigations across North Carolina when elected and appointed officials have yielded to pressure of investors or property owners and failed to look at the needs of the adjacent communities. Courts rule against a scattered pattern of land use designation.

One such case law example is Blade vs the City of Raleigh. This case involved rezoning a 5-acre tract in the midst of a large single-family zoning district to a multifamily district in order to allow for the construction of twenty townhouses. The court found that no reason was offered for treating this property differently and that the character of the existing neighborhood might be greatly harmed as a result.

This was 20 townhomes with a possible 20-40+ vehicles a day. The traffic study suggest 782 trips layered into this 0.2 mile stretch of Sam Furr Rd.

most of which are during peak commuting periods. We have other speakers from our Childcare Task Force traffic subcommittee who will share the data and scenarios we have researched.

Is this zoning change designed to promote the public health, safety, and general welfare or will it be a win for the investors who will be the beneficiaries?

5 ☐ **Traffic Congestion and Safety Message 1**

Hello,

My name is Mary Colven, I've lived in The Hamptons community for over ____ years.

OMy message today is about traffic congestion.

OIn the first community survey seeking input for the Town of Huntersville 2040 plan, 63% of the respondents prioritized Traffic and Congestion as "a top priority for Huntersville moving forward".

OThe overwhelming response from Cambridge Grove, Hampton Ridge, and The Hampton's community survey cited traffic as their major concern for this project.

OTraffic is a concern in both neighborhood streets and Hwy 73. These concerns center around:

OEgress from the neighborhoods during peak periods

ORt turn only lanes into Cambridge Grove and Hampton Ridge

OA U turn loop through Cambridge Grove and Hampton Ridge

OBUS runs in all three of the adjacent neighborhoods during peak periods

OPlease refer to Figure 1 to visual the community U turn loop

ODoes this zoning change lessen congestion on these streets?

○

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Hello,

My name is Mary Colven, I've lived in The Hamptons community for over____ years.

My message today is about Safety.

This project has a sense of dejavu for some residents of the Cambridge Grove and Hampton Ridge Communities. A child died before we could convince the town and CMS to move the original bus routes from Hwy 73 into the neighborhoods. Today we urge you not to introduce more traffic onto the roads in the immediate vicinity of this project. This would support the 2040 plan pg100 T4 "0 fatalities and serious injuries"

There are:

○58 bus runs in front of the daycare property.

In addition, in each community there are:

○20 Cambridge Grove

○19 Hampton Crossing

○15 Knoxwood

○22 The Hamptons

Parents are rushing to drop children or pick them up. This poses a risk for children, parents and siblings waiting at bus stops. And the traffic backup could cause delays in buses and school tardiness

Does this zoning change promote safety in the event of a fire?

7 ☐ **Traffic Congestion and Safety Message 3**

Hello,

My name is Randall Peacock, I've lived in the Cambridge Grove community for over____ years.

○My message today is about traffic congestion.

○The overwhelming response from Cambridge Grove, Hampton Ridge and The Hampton's community survey sited traffic as their major concern for this project.

○The Traffic Study that accompanies this project is flawed.

○The study only concerns itself with Hwy 73 traffic. Yet, the impacts on the turn lanes on Hwy 73 in the immediate vicinity of the project along with neighborhood streets are the center of concerns that only residents of these communities would know:

○Egress from the neighborhoods during peak periods

○Blind spots in both the east and west bound lanes

○U turn loop through Cambridge Grove and Hampton Ridge

○Stacking in turn lanes during peak hours

○Bus runs in all three of the adjacent neighborhoods during peak periods

Does this zoning change reduce traffic congestion?

○

○

8 ☐ **Traffic Congestion and Safety Message 4**

Hello,

My name is Randall Peacock, I've lived in the Cambridge Grove community for over____ years.

My message today is about Safety.

There are multiple safety risks for a childcare facility that only has one way in the property and one way out.

○ The first risk is the ability for an emergency responder to access the property and egress safely and quickly if there is only one way in and out.

○ The second risk is the ability to evacuate children from the facility in the event of a nuclear disaster:

○ Parents getting in and out and the ability to gain access to Hwy 73 during a community evacuation

Does this zoning change promote safety in the event of nuclear emergency?

○

9 ☐ **Flooding and Standing Water Message 1**

Hello,

My name is John Bryan, I've lived in the Hampton Ridge Community for over ____ years.

○ My message is about Flooding.

○ We were instructed to go visit similar facilities in the Ballantyne and Steel Creek communities. When we went to visit those sites we witnessed a failure of the storm water control measures to prevent flooding over into adjacent communities.

○ Our fear is not only a repeat of this situation in my community but also a loss of property value as a result.

○ There is a culvert at Glencrest and Hampton Crossing. Obviously, if pervious soil is altered with a 16,000 square feet building with 65 parking spaces and a retention pond it is going to change the volume and rate of water passing through.

○ In fact, the impact on the existing storm water system will not only impact adjacent property owners but also an already strained creek in the Hampton Ridge common open space by our walking trails. The 2040 plan indicates it wants to "encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage."

○ What impact does rezoning and this project have on the environment and open space?

10 ☐ **Flooding and Standing Water Message 2**

Hello,

My name is John Bryan, I've lived in the Hampton Ridge community for over ____ years.

My message is about Flooding.

Whether you believe in the science of climate change or not, there is no denying that in the past several years we have experienced record numbers of catastrophic storms. Hurricanes that cause unprecedented torrential rains and flooding, tornadoes and high winds that uproot the canopy of trees we try so hard to protect, and droughts. In this area we can measure droughts by the frequency of lowered lake levels. Or rain and flooding by how often the power company wants to open the dams to lower the lake levels.

The North Carolina Department of Environmental Quality (NCDEQ) is an excellent resource to seek an understanding of climate change and learning about mitigation processes to reduce our carbon footprint.

Relying on historical methods for sizing Storm Water Control Measures (scms) for instance

grows more outdated as each year passes.

Flooding in areas that never flooded before or water standing in areas where water never stood before can be indications of saturated grounds that just can't absorb anymore water. Another indicator is the way large trees just topple over with high winds that follow unprecedented rain fall. On the Amazon large tree roots are visible above the ground as testament to their ability to withstand the rainy seasons. But our trees have not evolved in that way.

Those of us who believe in climate change challenge you– the Town of Huntersville and the planners to look at ways to reduce our carbon foot print and not only rely on old tried and true methods for sizing storm drains, scms or other storm water devices. Looking forward, while thinking back learn from what we've seen after storm cleanups. Move us forward with the types of vegetation and systems recommended by NCDEQ.

Does this rezoning respect the Quality of Life of the residents of the surrounding existing communities?

11 ☐ **Flooding and Standing Water Message 3**

Hello,

My name is John Bryan or Sean Hackett, I've lived in the Hampton Ridge/Cambridge Grove community for over___ years.

My message is about Standing Water and other environmental issues.

OWhat common open space requirements are attached to this project? How will the project impact the desired increase in the tree canopy pg 84?

ONOTE-SCMs are theoretically designed to drain through a sand filled bottom so there is no standing water after multiple rains.

OHowever, observe the Storm Control Measures(SCM) behind the Norcross shopping Center. Silt from the storm water runoff fills the bottom of the basin, this prevents full drainage. This condition invites mosquitos, snakes and other undesirable wildlife to inhabit the basin.

OPg 83 in the 2040 Plan speaks to "59% of survey participants .. support flexibility in site design to protect natural resources". Looking forward, while thinking back- we now have some issues 24 years later with the erosion of our swim buffers due to heavier prolonged storm events that rush back to our small neighborhood stream from the storm drains. This large building and parking lot foot print will exacerbate the rush.

OGiven the conditions we have witnessed at other sites and the Norcross Shopping Center, it appears that perhaps even a good design is only as good as its construction and MAINTENANCE.

OThe North Carolina Department of Environmental Quality has numerous resources for addressing impervious soil storm control measures. Pages 7-9 of the Storm Design Manual's section C6 ((rev.11-7-2018) Sand Filter addresses maintenance requirements.

ODesign guidance is only a first step- inspection on the proper construction application would be next and then years after who is making sure the design is maintained and functioning as prescribed?

OWe have grave concerns over this process. When we raised the concern at our informal community meetings we were told the residents who are being flooded should contact the county.

OIs this zoning change designed to promote the public health, safety, and general welfare of our community or will it be a win for the developers/ investors who will be the beneficiaries

and then leave us to clean up the mess in years to come?

12 ☐ **Other Concerns Raised by Community Surveys and Discussions**
Dacian Mate or Beryl Jackson

☐ 1 Main Issues

☐ 2 ☐ Zoning Change:

☐ Commercial from residential

☐ Spot zoning

☐ Incongruous with character of the existing community

☐ Traffic Concerns: During high peak periods and more

☐ Wrap around through neighborhoods

☐ Back up on Sam Furr

☐ Egress from entrances

☐ Children and bus safety

☐ Property Value

☐ Long term economic impact

☐ Safety: home security, foot traffic, children, animals-Many areas of our neighborhoods do not have sidewalks

☐ 3 Other Points

☐ 4 ☐ Day care better than other commercial options but just not in this location

☐ Noise Level

☐ Enough commercial

☐ Traffic visibility issue west bound SF (road grading, trees and shrubs)

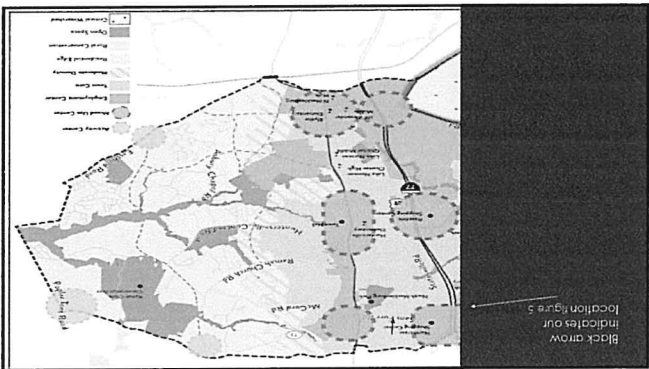
☐ Prefer greenspace or Park

☐ Need traffic light at Cambridge Grove

☐ Property Currently unsightly

☐ Hwy 73 Nuclear Event Evacuation Route

☐ Emergency Response one way in one way out



Location figure 5

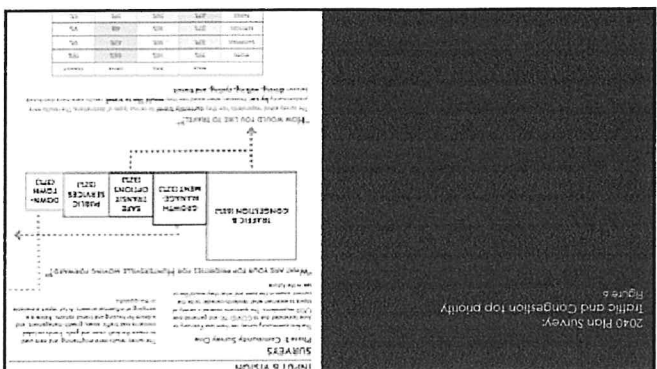


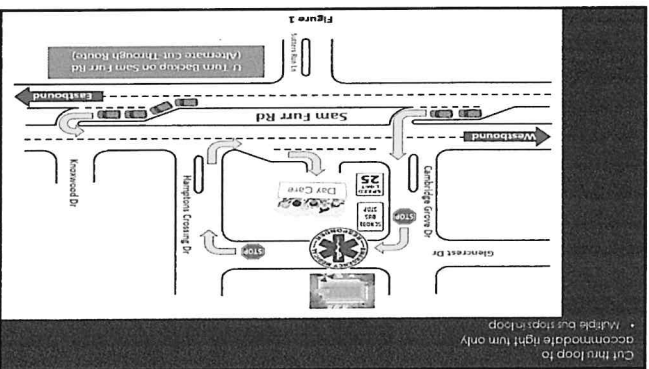
Figure 6



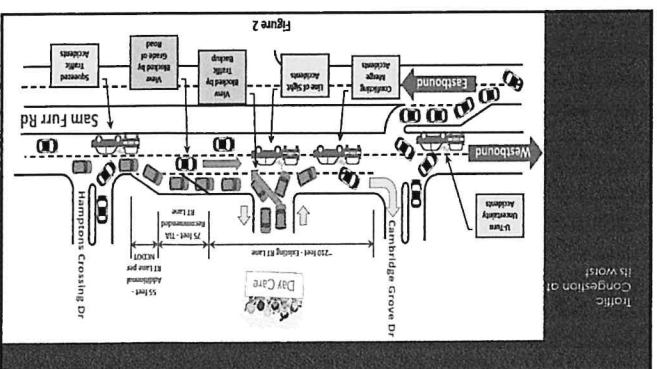
Ballentyne Overflow figure 3



Ballentyne Site Standing Water figure 4



Cut thru loop to accommodate right turn only



Traffic Congestion at its worst

Cut thru loop to accommodate right turn only
 • Multiple bus stops in loop

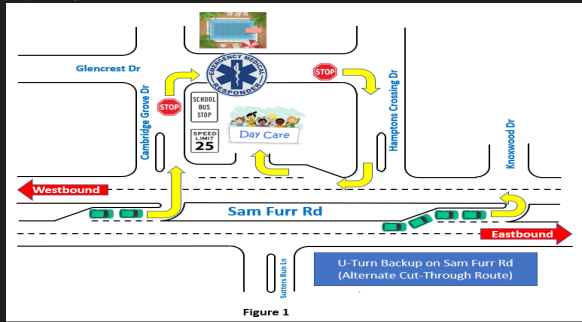


Figure 1

Traffic Congestion at its worst

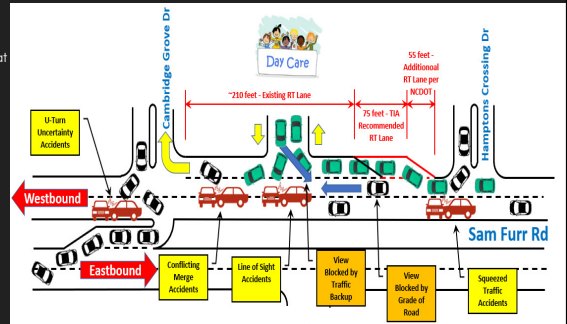
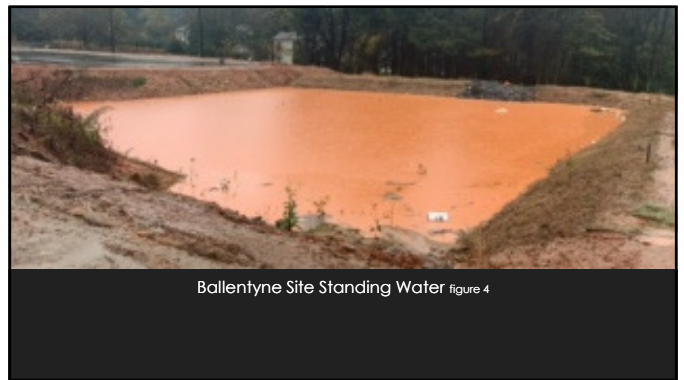


Figure 2

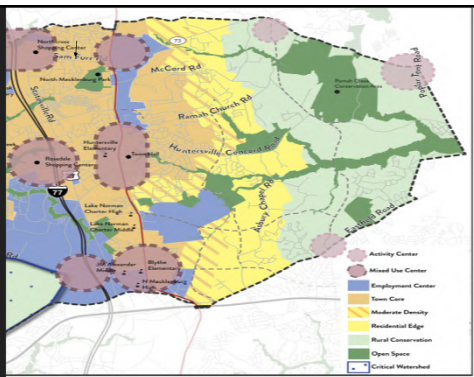


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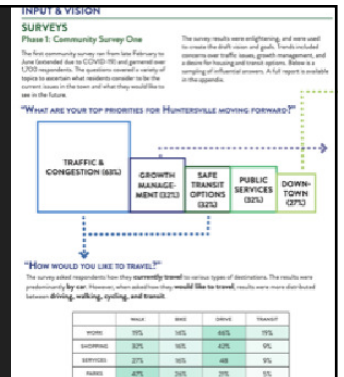


Ballentyne Site Standing Water figure 4

Black arrow indicates our location figure 5



2040 Plan Survey:
 Traffic and Congestion top priority
 Figure 6



1 ☐ Cambridge Grove, Hampton Ridge, The Hamptons Task Force

Public Hearings for R21-01 Childcare Project- April 5, 2021

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Does this zoning change lessen congestion on these streets?

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Does this zoning change reduce traffic congestion?

○

○

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My name is Randall Peacock, I've lived in the Cambridge Grove community for over____ years.

My message today is about Safety.

There are multiple safety risks for a childcare facility that only has one way in the property and one way out.

○The first risk is the ability for an emergency responder to access the property and egress safely and quickly if there is only one way in and out.

○ The second risk is the ability to evacuate children from the facility in the event of a nuclear disaster:

○ Parents getting in and out and the ability to gain access to Hwy 73 during a community evacuation

Does this zoning change promote safety in the event of nuclear emergency?

○

9 ☐ **Flooding and Standing Water Message 1**

Hello,

My name is John Bryan, I've lived in the Hampton Ridge Community for over ____ years.

○ My message is about Flooding.

○ We were instructed to go visit similar facilities in the Ballantyne and Steel Creek communities.

When we went to visit those sites we witnessed a failure of the storm water control measures to prevent flooding over into adjacent communities.

○ Our fear is not only a repeat of this situation in my community but also a loss of property value as a result.

○ There is a culvert at Glencrest and Hampton Crossing. Obviously, if pervious soil is altered with a 16,000 square feet building with 65 parking spaces and a retention pond it is going to change the volume and rate of water passing through.

○ In fact, the impact on the existing storm water system will not only impact adjacent property owners but also an already strained creek in the Hampton Ridge common open space by our walking trails. The 2040 plan indicates it wants to "encourage coordination with neighborhoods to address infrastructure needs such as sidewalks and drainage."

○ What impact does rezoning and this project have on the environment and open space?

10 ☐ **Flooding and Standing Water Message 2**

Hello,

My name is John Bryan, I've lived in the Hampton Ridge community for over ____ years.

My message is about Flooding.

Whether you believe in the science of climate change or not, there is no denying that in the past several years we have experienced record numbers of catastrophic storms. Hurricanes that cause unprecedented torrential rains and flooding, tornadoes and high winds that uproot the canopy of trees we try so hard to protect, and droughts. In this area we can measure droughts by the frequency of lowered lake levels. Or rain and flooding by how often the power company wants to open the dams to lower the lake levels.

The North Carolina Department of Environmental Quality (NCDEQ) is an excellent resource to seek an understanding of climate change and learning about mitigation processes to reduce our carbon footprint.

Relying on historical methods for sizing Storm Water Control Measures (scms) for instance grows more outdated as each year passes.

Flooding in areas that never flooded before or water standing in areas where water never stood before can be indications of saturated grounds that just can't absorb anymore water. Another indicator is the way large trees just topple over with high winds that follow unprecedented rain fall. On the Amazon large tree roots are visible above the ground as testament to their ability to withstand the rainy seasons. But our trees have not evolved in that way.

Those of us who believe in climate change challenge you– the Town of Huntersville and the planners to look at ways to reduce our carbon foot print and not only rely on old tried and true methods for sizing storm drains, scms or other storm water devices. Looking forward, while thinking back learn from what we've seen after storm cleanups. Move us forward with the types of vegetation and systems recommended by NCDEQ.

Does this rezoning respect the Quality of Life of the residents of the surrounding existing communities?

11 ☐ **Flooding and Standing Water Message 3**

Hello,

My name is John Bryan or Sean Hackett, I've lived in the Hampton Ridge/Cambridge Grove community for over____ years.

My message is about Standing Water and other environmental issues.

OWhat common open space requirements are attached to this project? How will the project impact the desired increase in the tree canopy pg 84?

ONOTE-SCMs are theoretically designed to drain through a sand filled bottom so there is no standing water after multiple rains.

OHowever, observe the Storm Control Measures(SCM) behind the Norcross shopping Center. Silt from the storm water runoff fills the bottom of the basin, this prevents full drainage. This condition invites mosquitos, snakes and other undesirable wildlife to inhabit the basin.

OPg 83 in the 2040 Plan speaks to "59% of survey participants .. support flexibility in site design to protect natural resources". Looking forward, while thinking back- we now have some issues 24 years later with the erosion of our swim buffers due to heavier prolonged storm events that rush back to our small neighborhood stream from the storm drains. This large building and parking lot foot print will exacerbate the rush.

OGiven the conditions we have witnessed at other sites and the Norcross Shopping Center, it appears that perhaps even a good design is only as good as its construction and MAINTENANCE.

OThe North Carolina Department of Environmental Quality has numerous resources for addressing impervious soil storm control measures. Pages 7-9 of the Storm Design Manual's section C6 ((rev.11-7-2018) Sand Filter addresses maintenance requirements.

ODesign guidance is only a first step- inspection on the proper construction application would be next and then years after who is making sure the design is maintained and functioning as prescribed?

OWe have grave concerns over this process. When we raised the concern at our informal community meetings we were told the residents who are being flooded should contact the county.

OIs this zoning change designed to promote the public health, safety, and general welfare of our community or will it be a win for the developers/ investors who will be the beneficiaries and then leave us to clean up the mess in years to come?

12 ☐ **Other Concerns Raised by Community Surveys and Discussions**

Dacian Mate or Beryl Jackson

1 Main Issues

2 OZoning Change:

OCommercial from residential

OSpot zoning

OIncongruous with character of the existing community

- Traffic Concerns: During high peak periods and more
 - Wrap around through neighborhoods
 - Back up on Sam Furr
 - Egress from entrances
 - Children and bus safety
- Property Value
 - Long term economic impact
 - Safety: home security, foot traffic, children, animals-Many areas of our neighborhoods do not have sidewalks

3 Other Points

4 ○Day care better than other commercial options but just not in this location

- Noise Level
- Enough commercial
- Traffic visibility issue west bound SF (road grading, trees and shrubs)
- Prefer greenspace or Park
- Need traffic light at Cambridge Grove
- Property Currently unsightly
- Hwy 73 Nuclear Event Evacuation Route
- Emergency Response one way in one way out

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Brian Richards, Assistant Director

Date: May 17, 2021

Subject: Petition #R21-05 - Symphony Park Sales Center

EXPLAIN REQUEST:

Consider making a decision on R21-05, a request by Palillo Holdings, LLC to amend R08-12 approximately +/- 0.559 acres at the Southeast corner of Statesville Rd and Rich Hatchet Rd from Neighborhood Center Conditional District (NC-CD) to Neighborhood Center Conditional District (NC-CD) for the purpose of revising building elevations. Parcel: 00927309

ACTION RECOMMENDED:

Consider making a decision on R21-05, a request by Palillo Holdings, LLC to amend R08-12 approximately +/- 0.559 acres at the Southeast corner of Statesville Rd and Rich Hatchet Rd from Neighborhood Center Conditional District (NC-CD) to Neighborhood Center Conditional District (NC-CD) for the purpose of revising building elevations. Parcel: 00927309

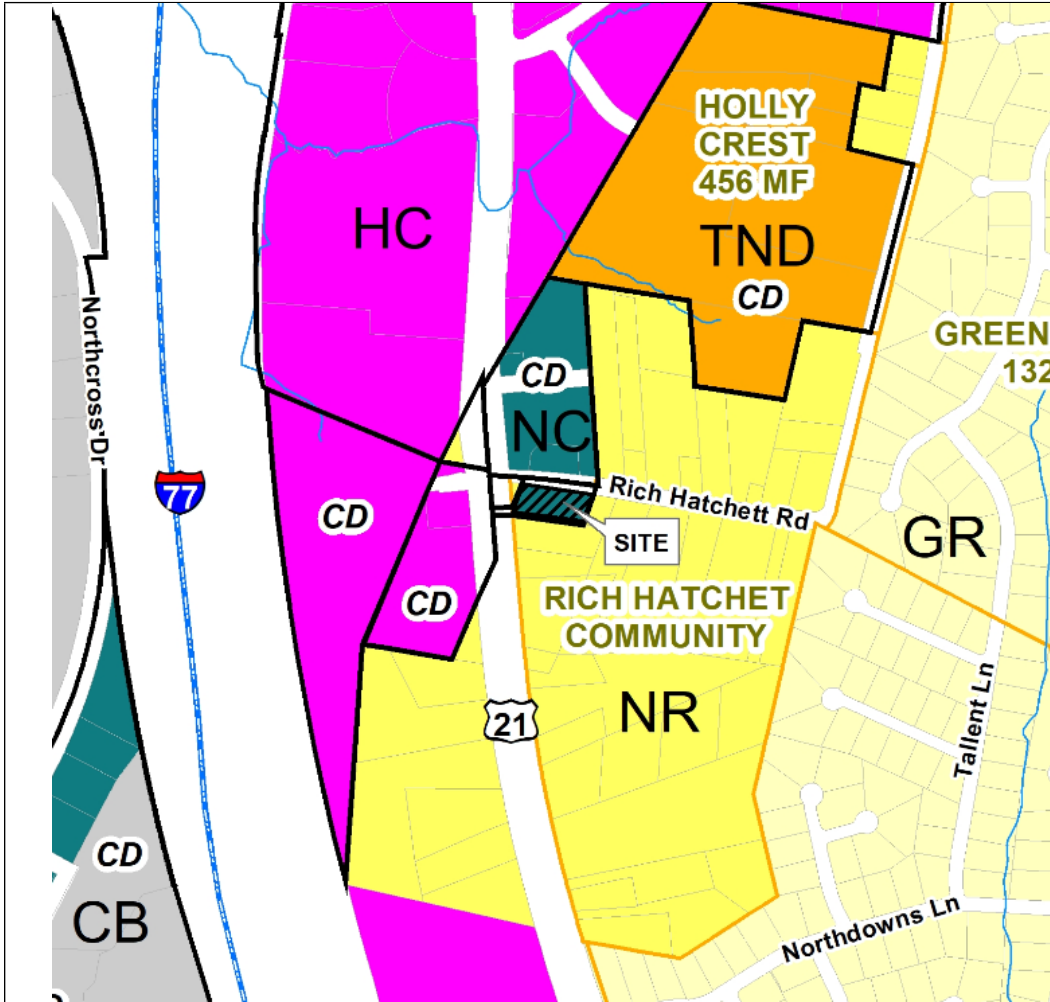
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. A - Application
2. B - R21-05 Rezoning Plan
3. C - Neighborhood Meeting
4. D - R08-12 Spectrum Hearing Approved Plan 3-20-09

Petition R21-05 Symphony Park Sales Center

PART 1: PROJECT SUMMARY



Applicant: Jake Palillo, Palillo Holdings LLC

Property Owner: BRLR NC LLC

Property Address: 9526 Rich Hatchet Rd

Project Size: (+/-) 0.559 acres

Parcel Numbers: 00927309

Current Zoning: Neighborhood Center Conditional District (NC-CD).

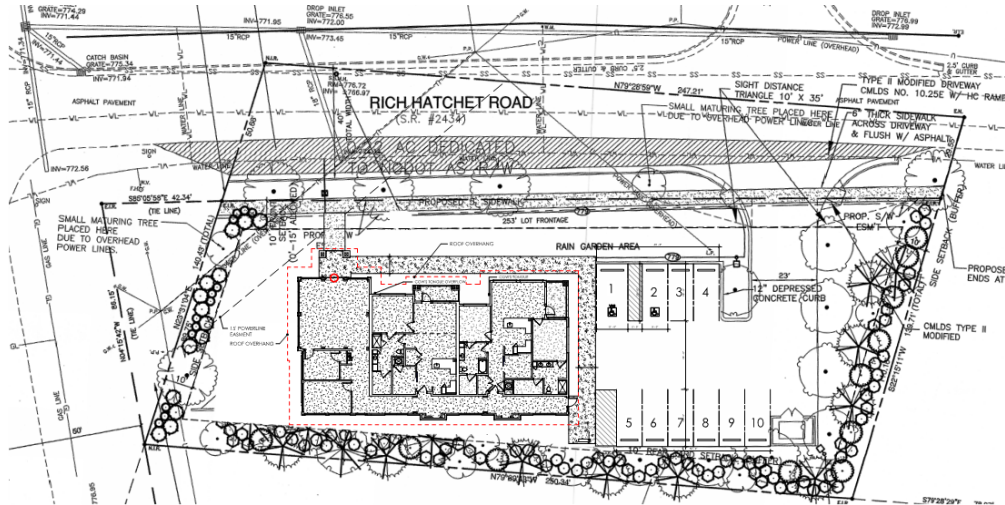
Current Land Use: Vacant,

Proposed Zoning: Neighborhood Center Conditional District (NC-CD).

Proposed Land Use: Commercial (Sales Office)

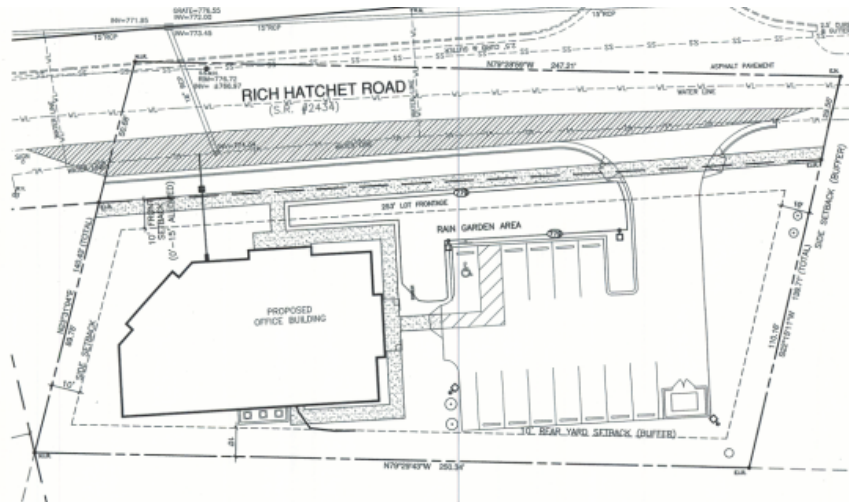
1. Purpose: The proposed site is currently zoned Neighborhood Center Conditional District (NC-CD). The Applicant is requesting to revise the building elevations that were approved as part of Rezoning R08-12. The allowed uses would remain as Commercial (Office) 4,141 SqFt.
2. Adjoining Zoning and Land Uses.
 - North: Neighborhood Center – Commercial/Office.
 - South: Neighborhood Residential – Single Family Homes & Church.
 - East: Neighborhood Residential – Single Family Homes.
 - West: Highway Commercial – Commercial & Vacant.
3. A neighborhood meeting was held on Wednesday March 24, 2021 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Statesville Rd & Rich Hatchet Rd.

PART 2: REZONING/SITE PLAN



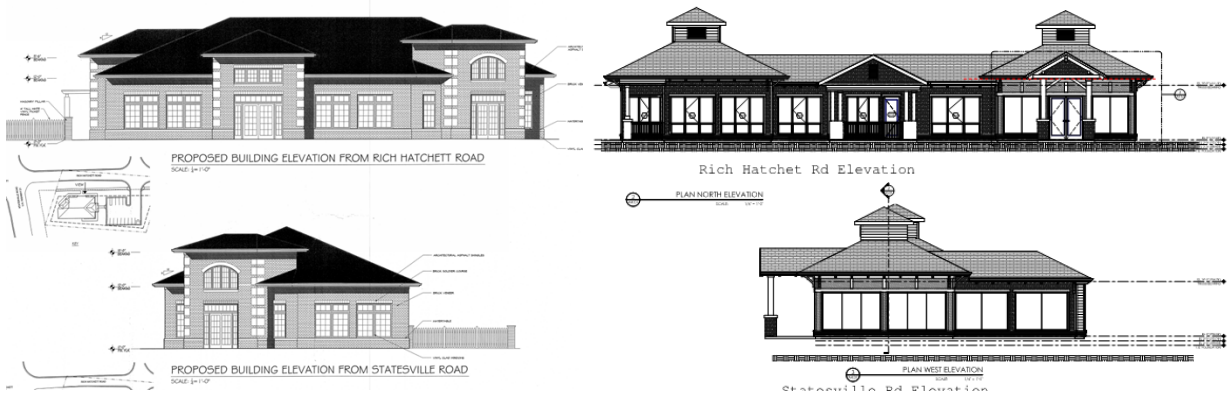
The proposed Conditional District Rezoning Plan will revise the approved building elevations. The site plan will remain generally the same as approved per R08-12. Detailed elevations are included in Attachments B & E

R08-12 Site Plan:



R08-12 – Approved

R21-05 - Proposed



PART 3: TRANSPORTATION ISSUES

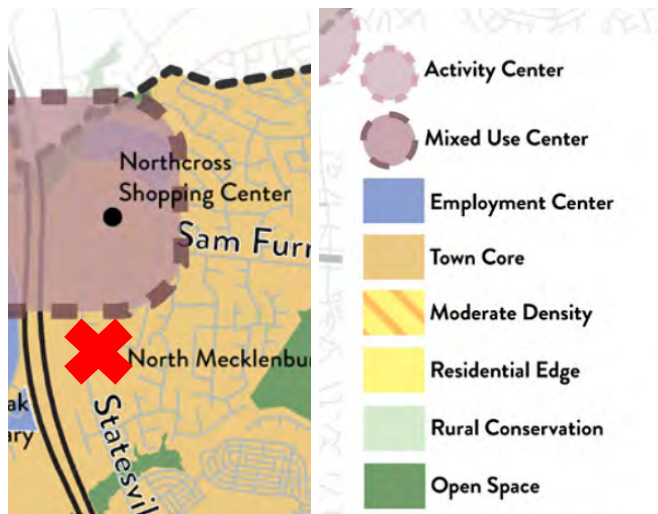
Traffic Impact Analysis (TIA)

A TIA was not required. NCDOT will review a driveway permit during Commercial Site Plan review.

PART 4: REZONING CRITERIA

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

[2040 Huntersville Community Plan](#)



STAFF COMMENT – The [2040 Huntersville Community Plan](#) DOES SUPPORT this project through the following sections:

- **Policy LU 6.2:** Commercial uses are encouraged in the Town Core and specified in adopted Small Area Plans.
Comment: This project will provide a Commercial (Office) use in the Town Core.
- **Policy EV 2.1:** Promote and encourage local businesses, particularly small businesses.
 - Foster a dynamic, diversified, and inclusive business climate that highlights why the Town of Huntersville can support private investment and locally expanding businesses.Comment: Pallilo Holdings is a locally owned and operated business. The building will serve as the sales center for a Congregate Care Facility for approximately two years then convert to a property management office afterward.

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

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
STAFF COMMENT:
The proposed rezoning for the Symphony Park Sales Center is consistent with the overall character of the surrounding area. The proposed Commercial (Office) use is in keeping with R08-12 and surrounding development.
2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**
STAFF COMMENT:
Staff has no indication that this request will adversely affect public facilities and services.
3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource.”**

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, historical or cultural resources.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R21-05, Symphony Park Sales Center, Staff recommends approval. The amendment being consistent with the Huntersville 2040 Community Plan, specifically, Policies LU 6.2 and EV 2.1.

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the existing development patterns in the area. The revised building elevations are in keeping with other developments within the area

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on April 19, 2021.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board was held on April 27, 2021.

S. Hensley made a Motion to Approve R21-05 Symphony Park Sales Center. The Planning Board recommends approval based on the plan being consistent with polices LU 6.2 and EV 2.1 of the Huntersville 2040 Community Plan. It is reasonable and in the publics interest to rezone the subject property from Neighborhood Center – Conditional District to Neighborhood Center – Conditional District. The rezoning is consistent with existing development patterns in the area, and the proposed building elevations are in keeping with the neighborhood development. J. Sny seconded the motion.

The motion passed unanimously (9-0).

PART 8: ATTACHMENTS/ENCLOSURES

Attachments

- A – Rezoning Application
- B – Proposed CD Rezoning Plan
- C – Neighborhood Meeting Report (March 24, 2021)
- D – R08-12 Approved Rezoning Plan

PART 9: CONSISTENCY STATEMENT – R21-05 Symphony Park Sales Center

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R21-05; Symphony Parks Sales Center, the Planning Staff RECOMMENDS APPROVAL FOR the rezoning as it is consistent with Policies LU 6.2 and EV 2.1 of the 2040 Community Plan. <u>It is reasonable and in the public interest to rezone +/- 0.559 acres (as described in attachment B) from Neighborhood Center Conditional District (NC-CD) to Neighborhood Center Conditional District (NC-CD) the rezoning is consistent with the existing development patterns in the area. The revised building elevations are in keeping with other developments within the area.</u>	APPROVAL: The Planning Board recommends approval based on the plan being consistent with polices LU 6.2 and EV 2.1 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to rezone the subject property from Neighborhood Center – Conditional District to Neighborhood Center – Conditional District. The rezoning is consistent with existing development patterns in the area, and the proposed building elevations are in keeping with the neighborhood development.	APPROVAL: In considering the proposed rezoning application R21-05; Symphony Park Sales Center, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
		DENIAL: In considering the proposed rezoning application R21-05; Symphony Park Sales Center, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

- ☐ Change of Use
- ☐ Commercial Site Plan
- ☐ Conditional Rezoning
- ☐ General Rezoning
- ☐ Master Signage Program
- ☐ Special Use Permit
- ☒ Revision to

Original Project # R08-12

☐ Other _____

SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance

- ☐ Sketch Plan
- ☐ Preliminary Plan
- ☐ Final Plat (Includes Minor Subdivision)
- ☐ Exempt Subdivision
- ☐ Final Plat Revision
- ☐ Farmhouse Cluster

2. Project Data

Date of Application 02/25/21

Name of Project Symphony Park Sales Center Phase # (if subdivision) _____

Project Address 9526 Rich Hatchet Road Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 009-273-09

Current Zoning District NC - CD Proposed District (for rezoning only) _____

Property Size (acres) 0.559 AC Street Frontage (feet) 250

Current Land Use Commercial

Proposed Land Use(s) Commercial

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Conditional Rezoning Amendment of R08-12 to allow for modifications to the architectural elevations.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Palillo Holdings, LLC. Phone 704-363-7902
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Printed Name: Jacob J. Palillo
Title Member Email jpalillo@aol.com
Address of Applicant 18611 Starcreek Dr., Cornelius NC 28031

7. Property Owner (if different than applicant)

*Printed Name BRLR NC LLC Phone 704-206-8312
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature By: Ryland A. Winston, Jr. Printed Name Ryland A. Winston, Jr.
Title Manager Email RWinston@collett.biz
Address of Property Owner 829 Ardsley Road, Charlotte, NC 28207

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.

8. Development/Design Firm Contact Information

Palillo Holdings, LLC.	Jake Palillo	704-363-7902	jpalillo@aol.com
Development Firm	Name of Contact	Phone	Email
ColeJenest & Stone, PA	Sean Paone	704-971-4538	spaone@colejeneststone.com
Design Firm	Name of Contact	Phone	Email

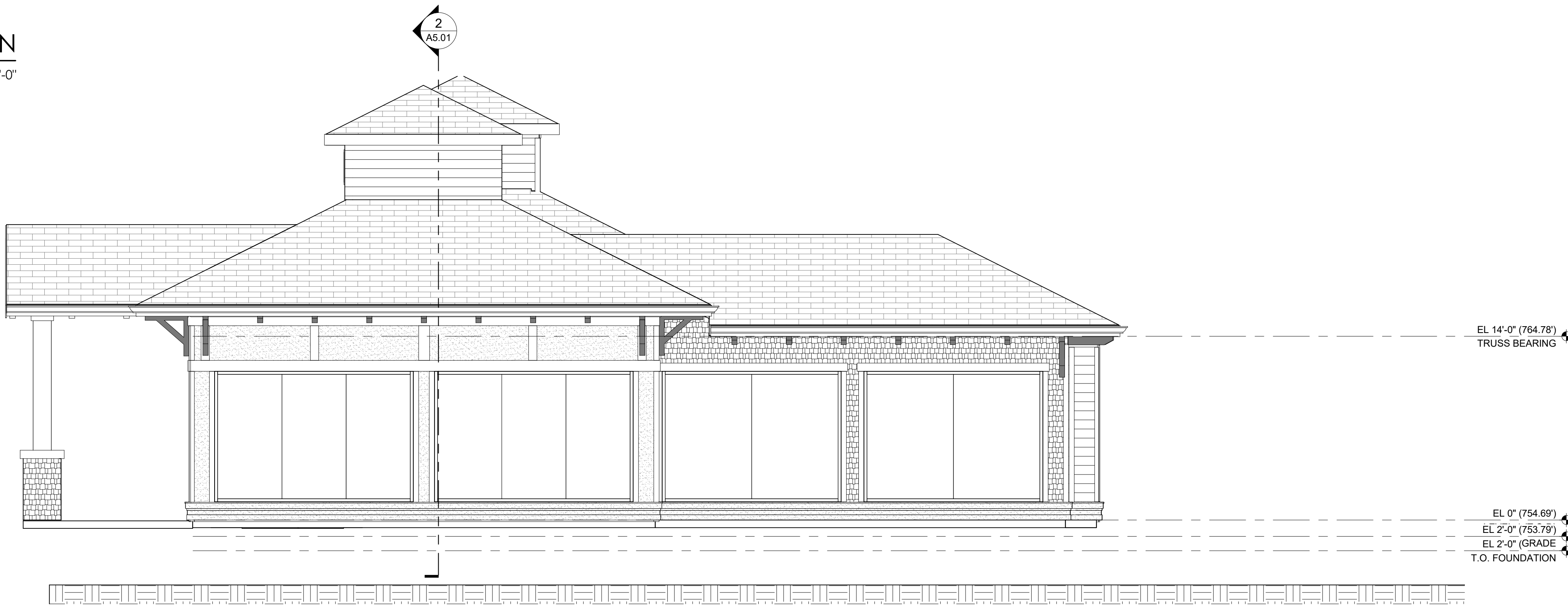
Contact Information

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



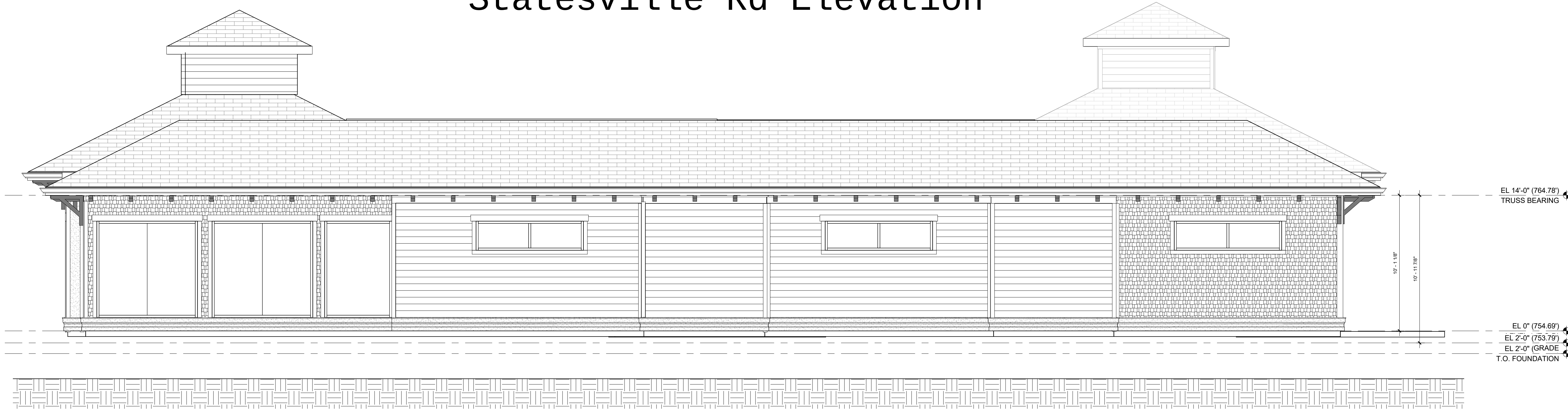
Rich Hatchet Rd Elevation

2
A4.01
PLAN NORTH ELEVATION
SCALE: 1/4" = 1'-0"



3
A4.01
PLAN WEST ELEVATION
SCALE: 1/4" = 1'-0"

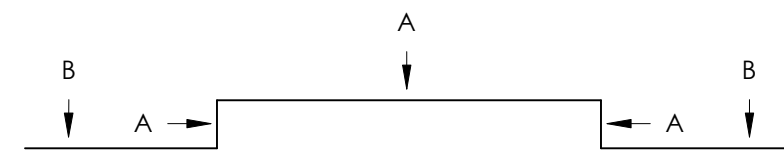
Statesville Rd Elevation



1
A4.01
PLAN SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

GENERAL NOTES:

MATERIAL (A) AND COLOR AT FACE OF BAY RETURNS
AROUND THE SIDES AND BACK TO THE BUILDING. (TYP.)



EXTERIOR FINISHES:

- ASR-1 - ASPHALT SHINGLE ROOF W/ 6:12 SLOPE
- SSMR-1 - STANDING SEAM METAL ROOF
- BRK-1 - MASONRY VENEER
- FC-1 - FIBER CEMENT SHAKES W/ FC TRIM
- FC-2 - FIBER CEMENT LAP SIDING W/ 7" REVEAL & FC TRIM
- FC-3 - FIBER CEMENT FLAT PANEL W/ FC TRIM
- R-1 - POWDER COAT ALUMINUM RAILING
- R-2 - STEEL CABLE RAIL W/ POWDER COAT STEEL TOP RAIL
- W-1 - WHITE VINYL WINDOW SYSTEM (BASIS OF DESIGN: PLYGEM)
- W-2 - WHITE VINYL WINDOW W/ SIMULATED DIVIDED LITE MUNTINS (BASIS OF DESIGN: PLYCEM)
- SF-1 - STOREFRONT WINDOW/ENTRY SYSTEM
- CW-1 - CURTAIN WALL SYSTEM
- BS-1 - PREFABRICATED ALUMINUM BAHAMA SHUTTER
- PMC-1 - PREFABRICATED MTL CANOPY
- PML-1 - PREMANUFACTURED MTL LOUVER
- WDC-1 - PAINTED WOOD CORBELS
- FGD-1 - FIBER GLASS UNIT BALCONY DOOR

NOT FOR
CONSTRUCTION

DESIGN DEVELOPMENT

SYMPHONY PARK - MODEL
SHOWROOM

LOCATION / HUNTERSVILLE, NC
PROJECT # / 208PD400
DATE / 02-12-2021
DRAWN / CRJG

COPYRIGHT 2021 BB+M ARCHITECTURE PLLC.

Revisions		
No.	Description	Date

EXTERIOR ELEVATIONS

NOT FOR
CONSTRUCTION

DESIGN DEVELOPMENT

SYMPHONY PARK - MODEL
SHOWROOM

LOCATION / HUNTERSVILLE, NC
PROJECT # / 20BPD400
DATE / 02-12-2021
DRAWN / CR/JG

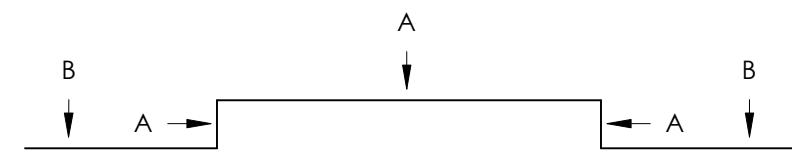
COPYRIGHT 2021 BB+M ARCHITECTURE PLLC.

Revisions		
No.	Description	Date

EXTERIOR ELEVATIONS

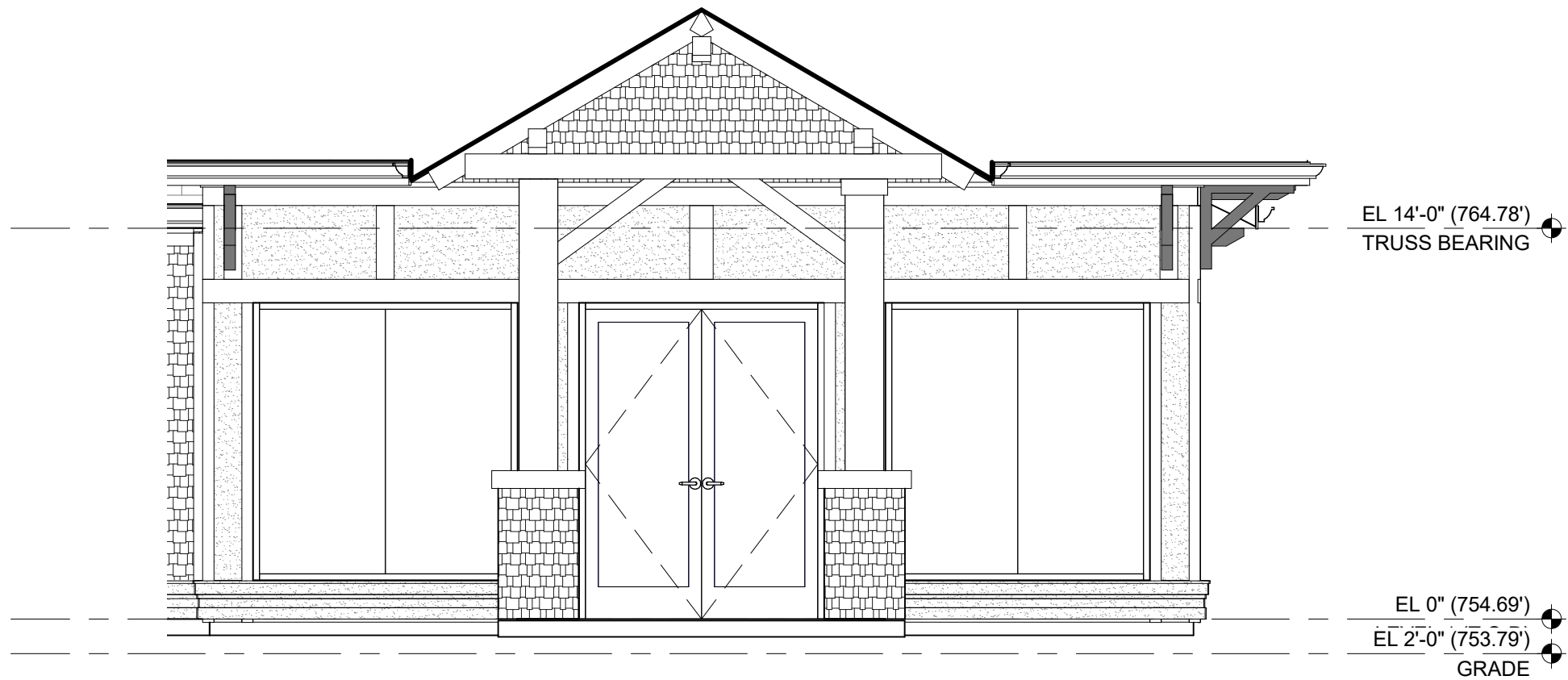
GENERAL NOTES:

MATERIAL (A) AND COLOR AT FACE OF BAY RETURNS
AROUND THE SIDES AND BACK TO THE BUILDING. (TYP.)

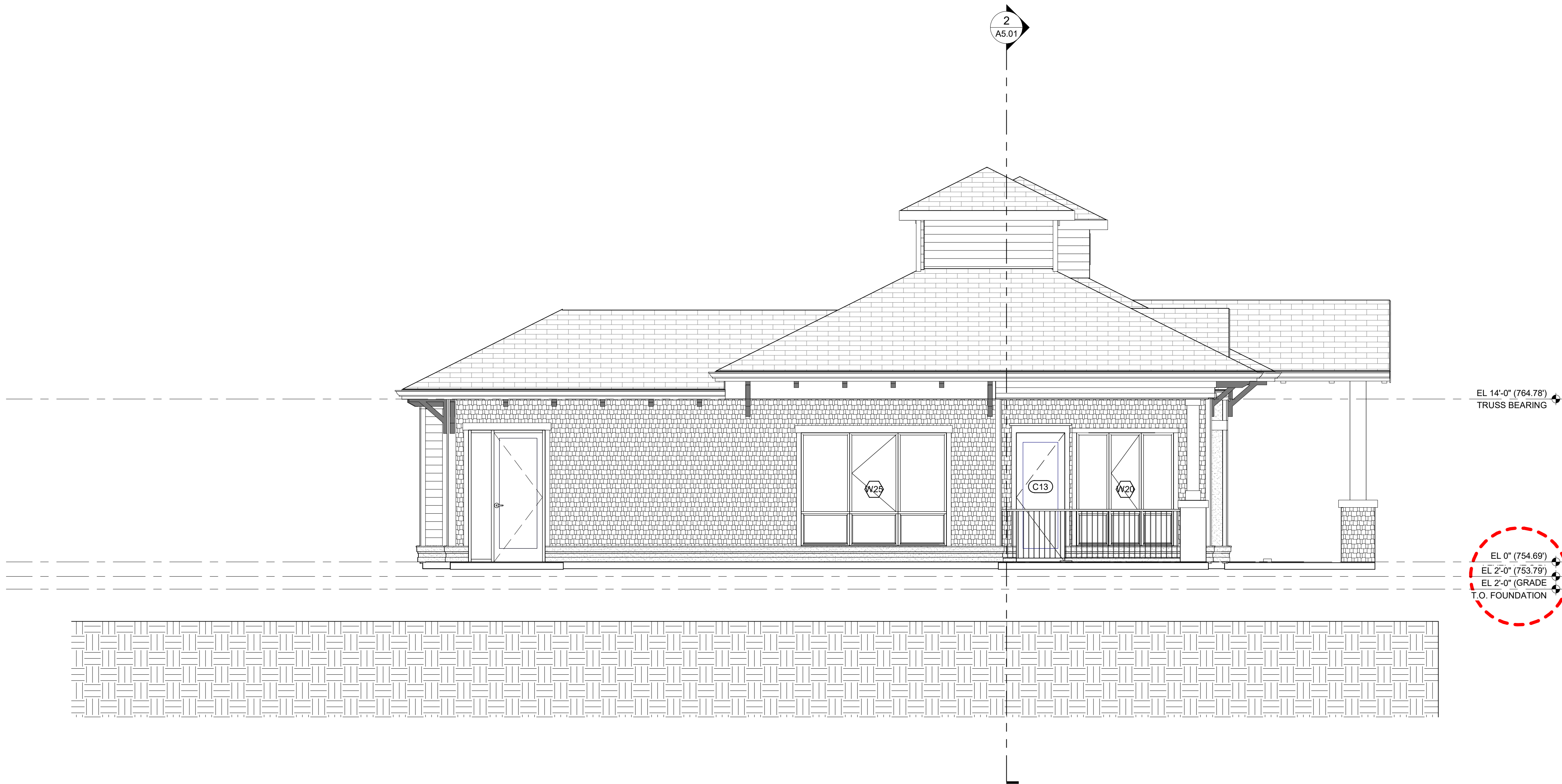


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- PML-1 - PREMANUFACTURED MTL LOUVER
- WDC-1 - PAINTED WOOD CORBELS
- FGD-1 - FIBER GLASS UNIT BALCONY DOOR



2
A4.02
ELEVATION - MAIN ENTRY WALL
SCALE: 1/4" = 1'-0"



1
A4.02
PLAN EAST ELEVATION
SCALE: 1/4" = 1'-0"

VIRTUAL COMMUNITY MEETING REPORT

Petitioner: Palillo Holdings, LLC.

Rezoning Petition No. R21-05

Virtual Community Meeting – Wednesday, March 24, 2021 5:00 P.M.

Zoom Meeting Invite:

<https://zoom.us/j/93283973592?pwd=NFFKbm9MaXVvQjVLaEZhQVVpQnNzQT09>

Meeting ID: 932 8397 3592

Community Meeting Notifications

Neighboring Individuals and organizations, as identified by the Town of Huntersville, were mailed written notices of the date and time of the Virtual Community Meeting on March 24 at 5:00 P.M.

Virtual Community Meeting Presenters

The virtual Community Meeting presenters included Petitioner representative Frances Miramon of ColeJenest & Stone, and Jake Palillo of Palillo Holdings, LLC.

Community Meeting Attendees

The following individuals attended the March 24th Community Meeting:

Brian Richards (Town of Huntersville)
Adam Hayes (ColeJenest&Stone)
Gloria Potts
Darlene Barnes

This Community Meeting Report is being filed with the Town of Huntersville Planning Department.

Community Meeting Summary

The Petitioner's representatives provided a presentation during the Community Meeting, a copy of the presentation is attached at the end of the report for record.

Frances Miramon led off the meeting with introductions of the petitioner and petitioner's representatives.

Frances utilized an aerial image of the area to identify the specific property associated with this petition and provided contextual markers such as surrounding streets, and the existing commercial and residential developments to give reference of the site's location.

Next, Frances spoke to the existing zoning of the site utilizing an aerial image with color overlays indicating zoning classification.

Frances then went through the existing elevations associated with the previous rezoning petition R08-12. and then the proposed elevations associated with this petition. Jake Palillo spoke to the buildings proposed use as a Real Estate Office/Sales Center. The plan is to utilize the building for the first two years as a Sales Center for the Symphony Home Senior Living Project located off Sam Furr Road. Following two years, the building will be used as a Real Estate Office. Mr. Palillo spoke to the elevations saying the building will be primarily glass with two mockup model homes on either end. Lastly, Frances reviewed over the new site plan associated with the revised building. Frances emphasized that this petition is only for a modification to the existing elevations associated with R08-12.

Lastly, Frances provided the current schedule of events relating to this rezoning request. Based on the rezoning schedule the Public Hearing is scheduled for Monday, April 19.

The Community Meeting was then devoted to a question, answer and comment session. Set out

below is a summary of the questions provided by the attendees and responses to the comments and concerns that were expressed at the meeting.

Question/Answer

1. Who did you send this communication to in the Rich Hatchet Road Community? How many households did you all share this information with so that others might join the call? How were they notified?

Response: The Town of Huntersville requires that all property owners within 250' of the petitioned property be notified. Everyone falling within this radius along with any neighborhood association, owner association, or property associations within 2,000 feet of the site were notified. The notification letters were mailed out to all required properties per the Town of Huntersville Zoning Ordinance Article 11.4.3 (d). Brian Richards explained that this meeting was the applicant's meeting and that the Public Hearing, which the town puts on, would be on April 19th. Brian Richards explained that the town would notify community members through the website, additional mailers, property signage and a legal ad in the Charlotte Observer.

2. The space that we are talking about is a Commercial Building built to support other buildings that you are doing on Sam Furr. Is that correct?

Response: Mr. Palillo explained that the building is to be used as a real estate office. He explained that model homes of the Sam Furr Independent Living Facility will be included on site to give potential residents a feel of their potential new home. Mr. Palillo emphasized that there will not be a lot of traffic coming in and out and that most visitors will be in their 70s. He clarified that Independent Living starts around 70-75 years of age.

3. Is this the first meeting about this subject for residents in the town?

Response: Yes, that is correct. Brian Richards further explained that this meeting is put on by the developer and that it is the developer's introduction of the project to the public. The first public hearing will be on April 19th and will be held at the Huntersville Rec Center.

4. The 0.55 Ac would accommodate the building and the parking, correct?

Response: Yes, the site would accommodate both. Brian Richards explained the reason behind this rezoning petition is solely to allow for revisions to the architectural elevations that were previously associated with R08-12.

5. Is this presentation available for sharing?

Response: Absolutely, you can email fmiramon@colejeneststone.com.

6. 250' sounds like such a small distance.

Response: Brian Richards explained that the state requires properties within 100' be notified and that the town has actually extended that radius to 250'. He also again emphasized that any neighborhood association, owner association, or property associations within 2,000 feet of the site were notified.

Concluding the question-and-answer portion of the Community Meeting, Brian Richards along with Jake Palillo and Frances Miramon thanked the attendees for attending the meeting and stated that the presentation along with contact information on the petition team will be available via the Town of Huntersville website.

This Community Meeting report is being emailed to Brian Richards, Town of Huntersville on April 1, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Frances Miramon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Frances Miramon

cc: Brian Richards, Town of Huntersville Planning Department (via e-mail)
Jake Palillo, Palillo Holdings, LLC. (via e-mail)

SYMPHONY PARK SALES CENTER

REZONING R21-05

NEIGHBORHOOD MEETING - MARCH 24, 2021
HUNTERSVILLE, NC





ATRIUM HEALTH
HUNTERSVILLE

SPARE TIME
HUNTERSVILLE

SHERRIL ESTATES ROAD

SHOPS ON
STATESVILLE

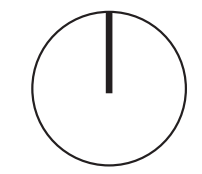
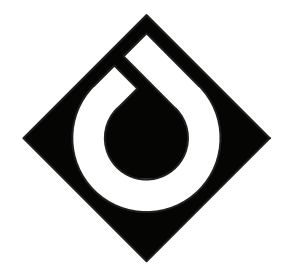
STATESVILLE ROAD

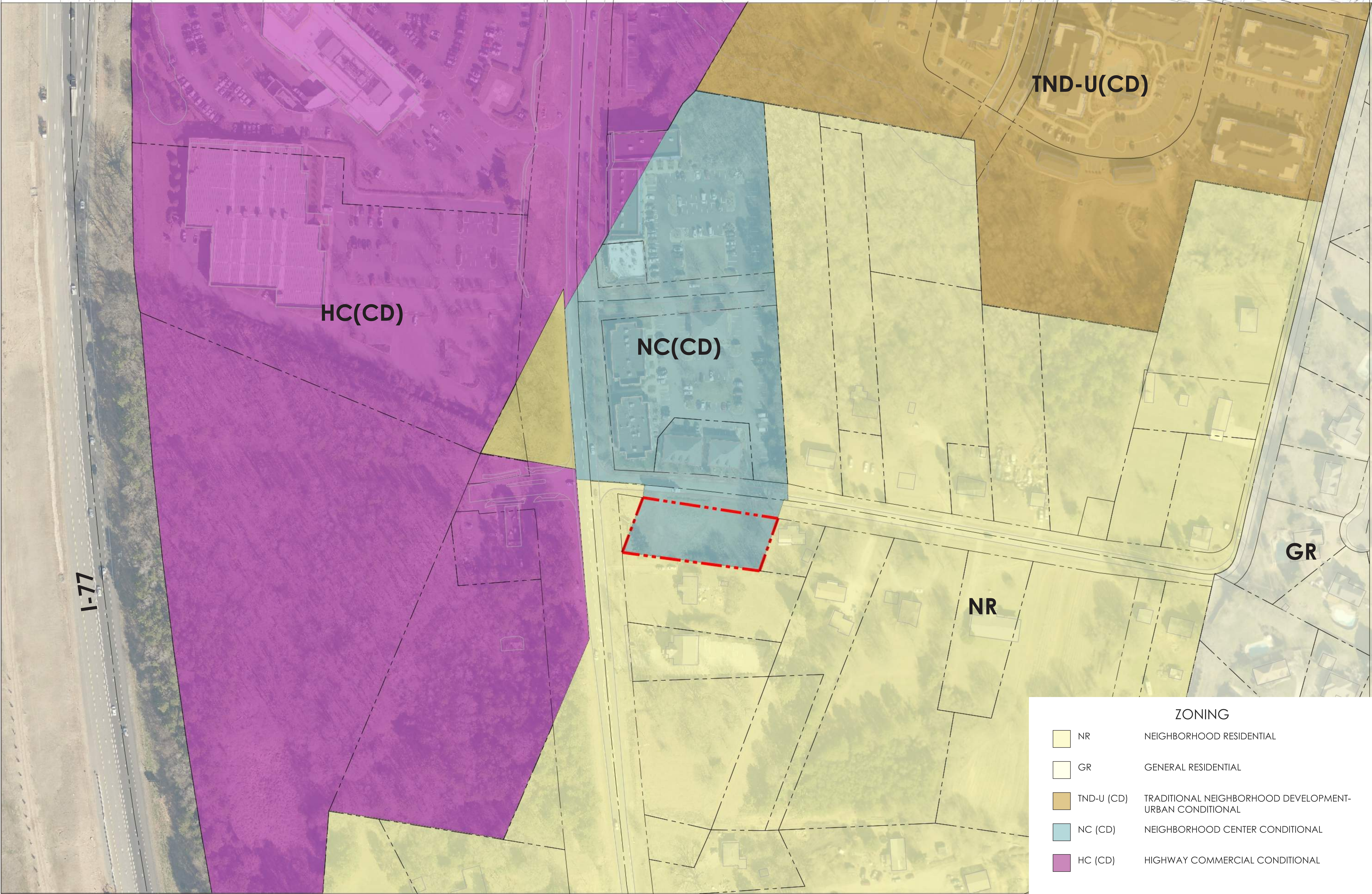
SITE
±0.559 AC

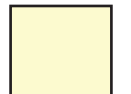
RICH HATCHET ROAD

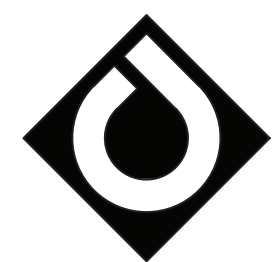
HOLLY CREST LANE

I-77





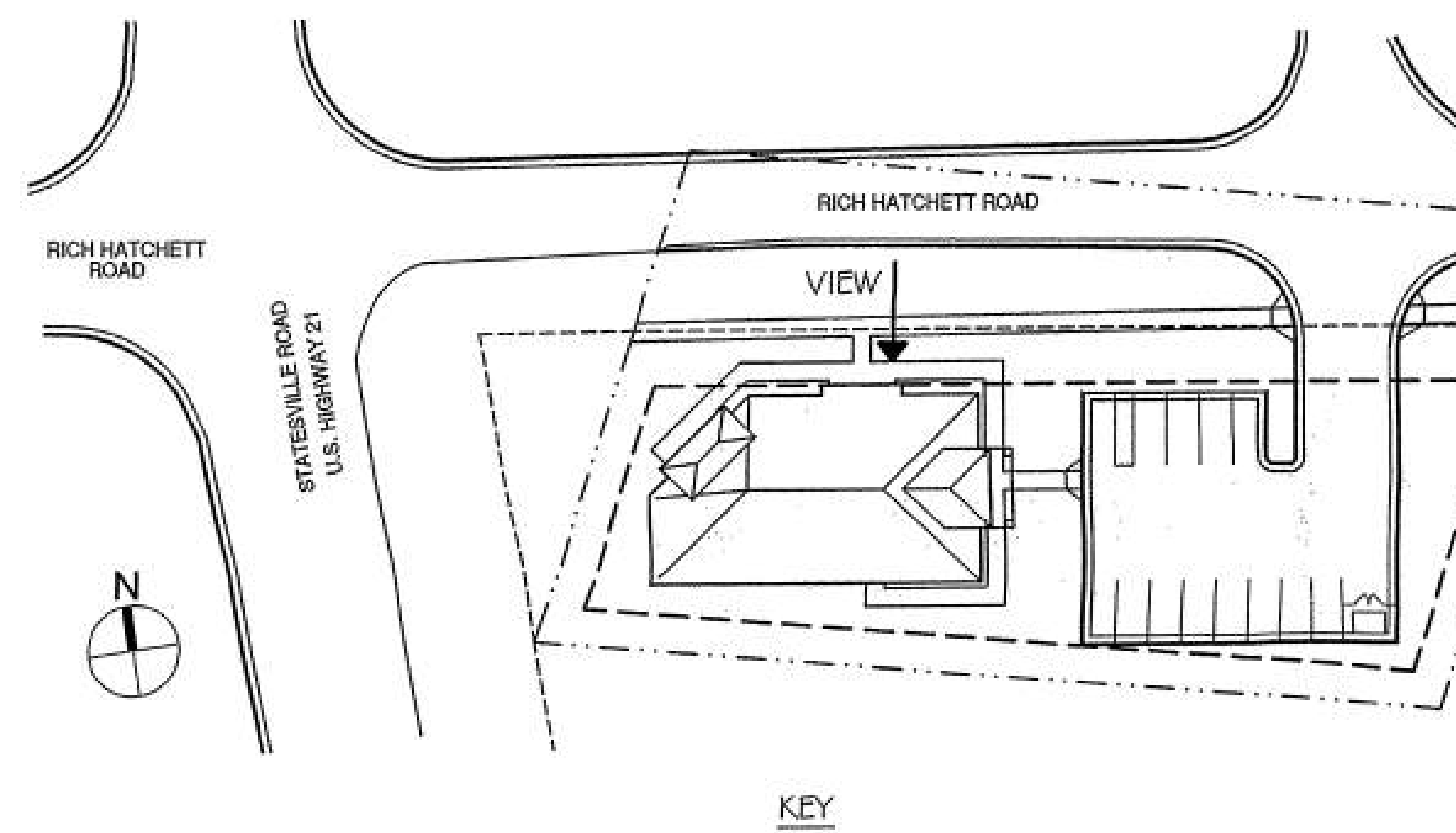
ZONING	
 NR	NEIGHBORHOOD RESIDENTIAL
 GR	GENERAL RESIDENTIAL
 TND-U (CD)	TRADITIONAL NEIGHBORHOOD DEVELOPMENT- URBAN CONDITIONAL
 NC (CD)	NEIGHBORHOOD CENTER CONDITIONAL
 HC (CD)	HIGHWAY COMMERCIAL CONDITIONAL





PROPOSED BUILDING ELEVATION FROM RICH HATCHETT ROAD

SCALE: $\frac{1}{4} = 1'-0"$



KEY

15'-8" BEARING

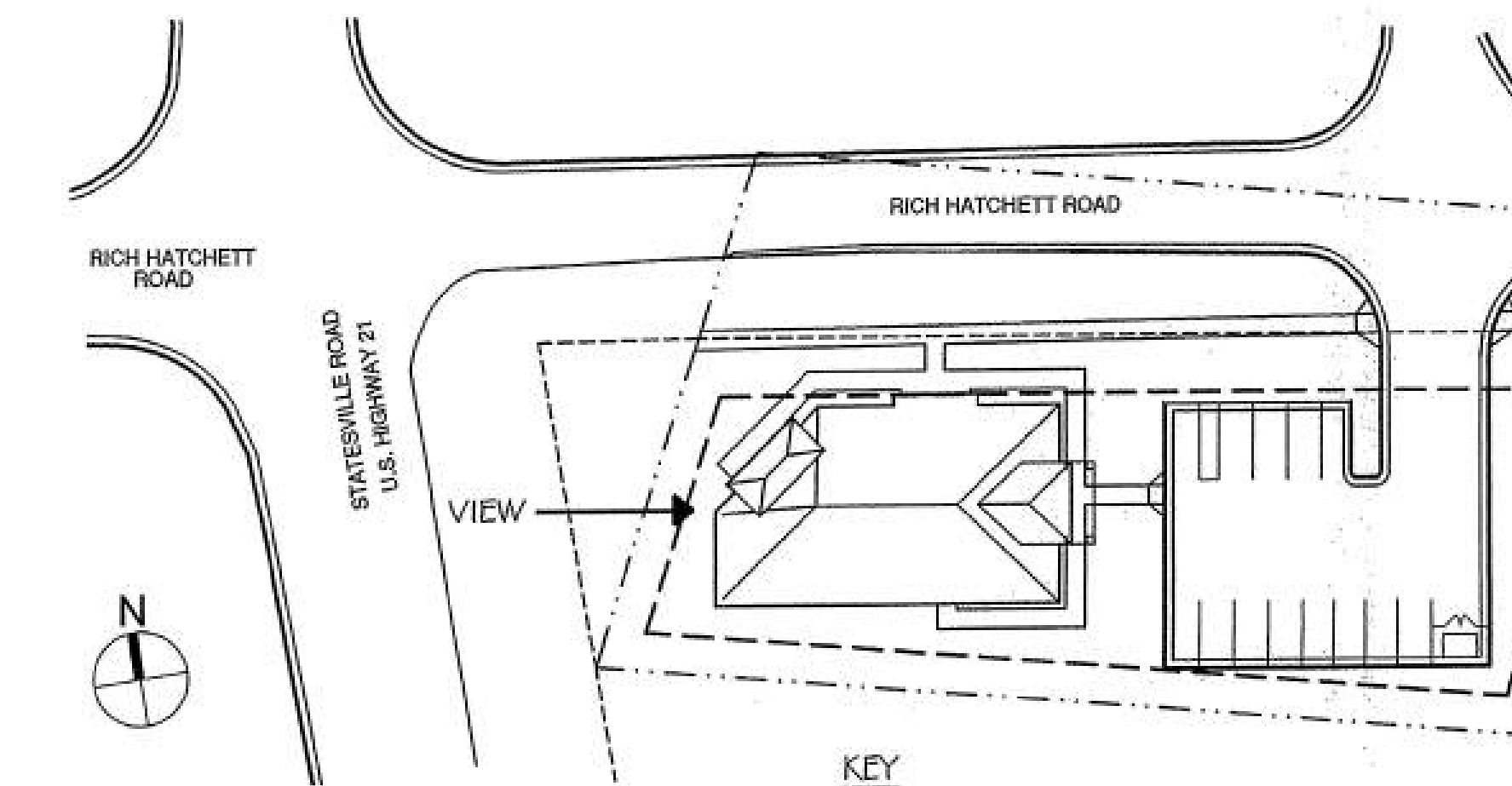
12'-0" BEARING

0'-0" FIN. FLR.

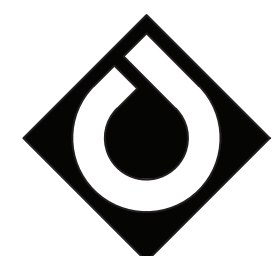


PROPOSED BUILDING ELEVATION FROM STATESVILLE ROAD

SCALE: $\frac{1}{4} = 1'-0"$



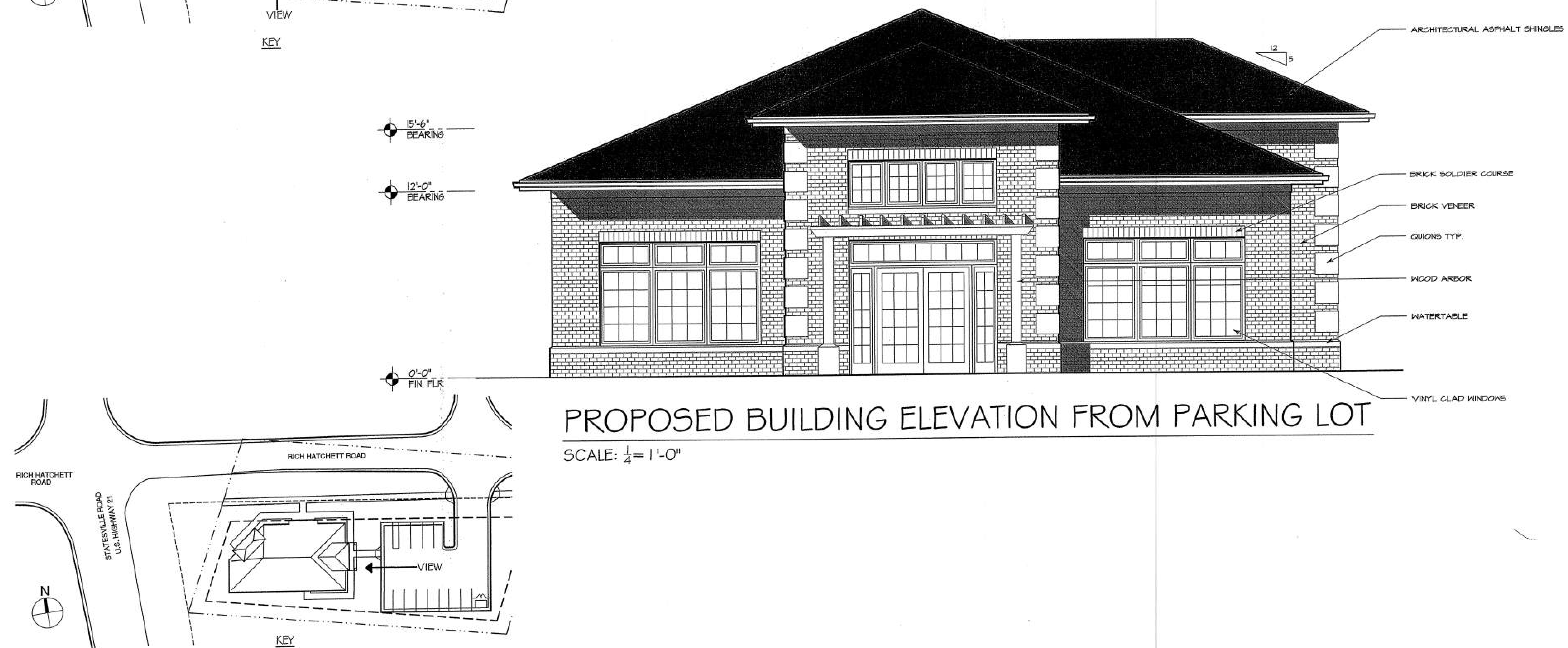
KEY





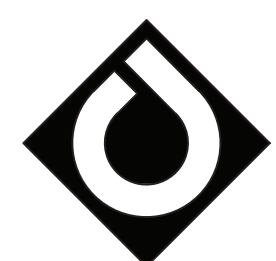
PROPOSED BUILDING ELEVATION FROM REAR YARD

SCALE: $\frac{1}{4} = 1'-0"$



PROPOSED BUILDING ELEVATION FROM PARKING LOT

SCALE: $\frac{1}{4} = 1'-0"$

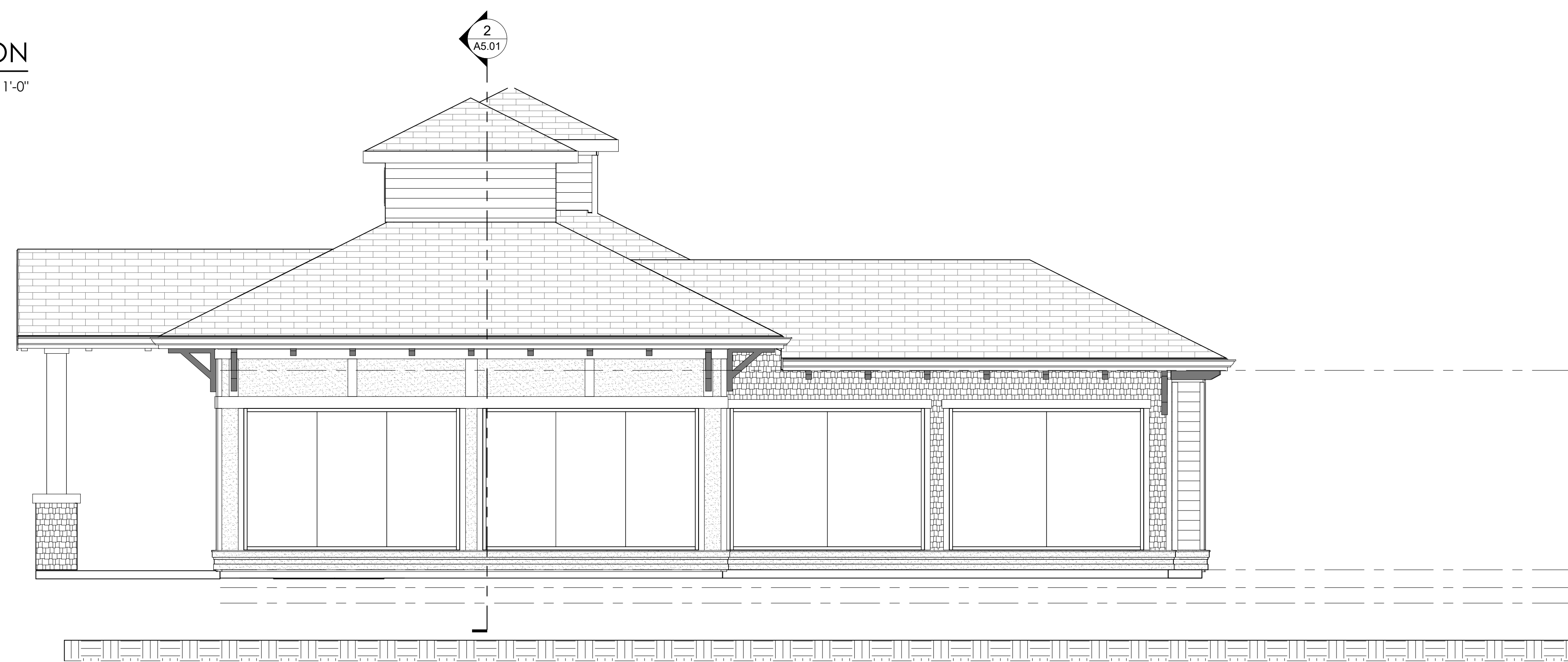




2
A4.01

PLAN NORTH ELEVATION

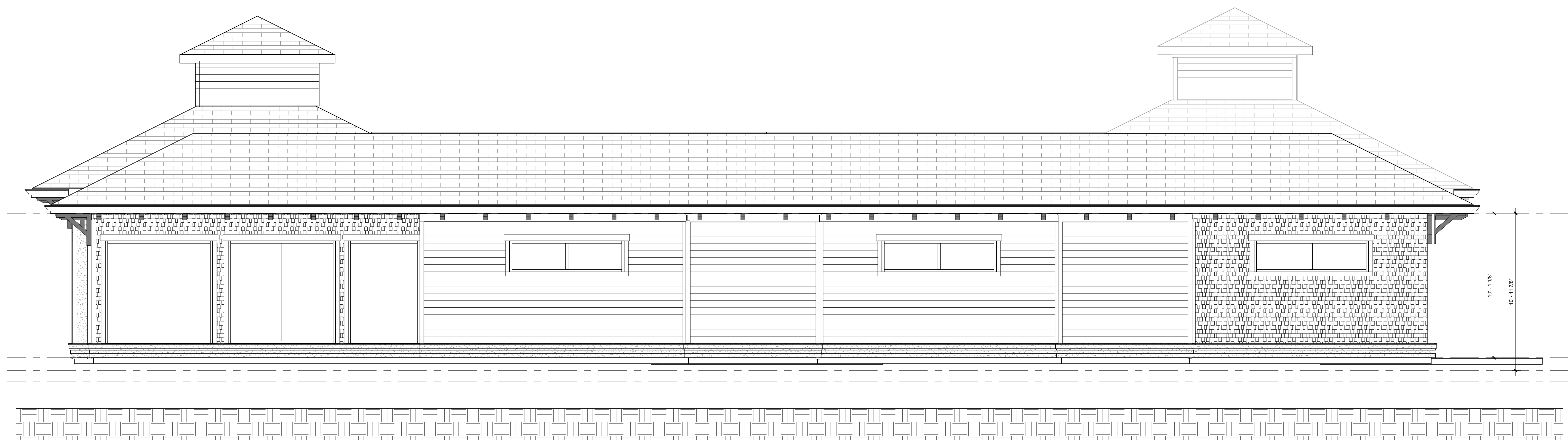
SCALE: 1/4" = 1'-0"



3
A4.01

PLAN WEST ELEVATION

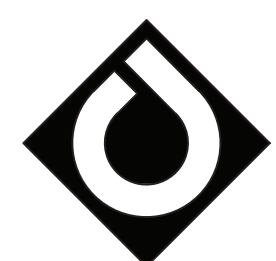
SCALE: 1/4" = 1'-0"



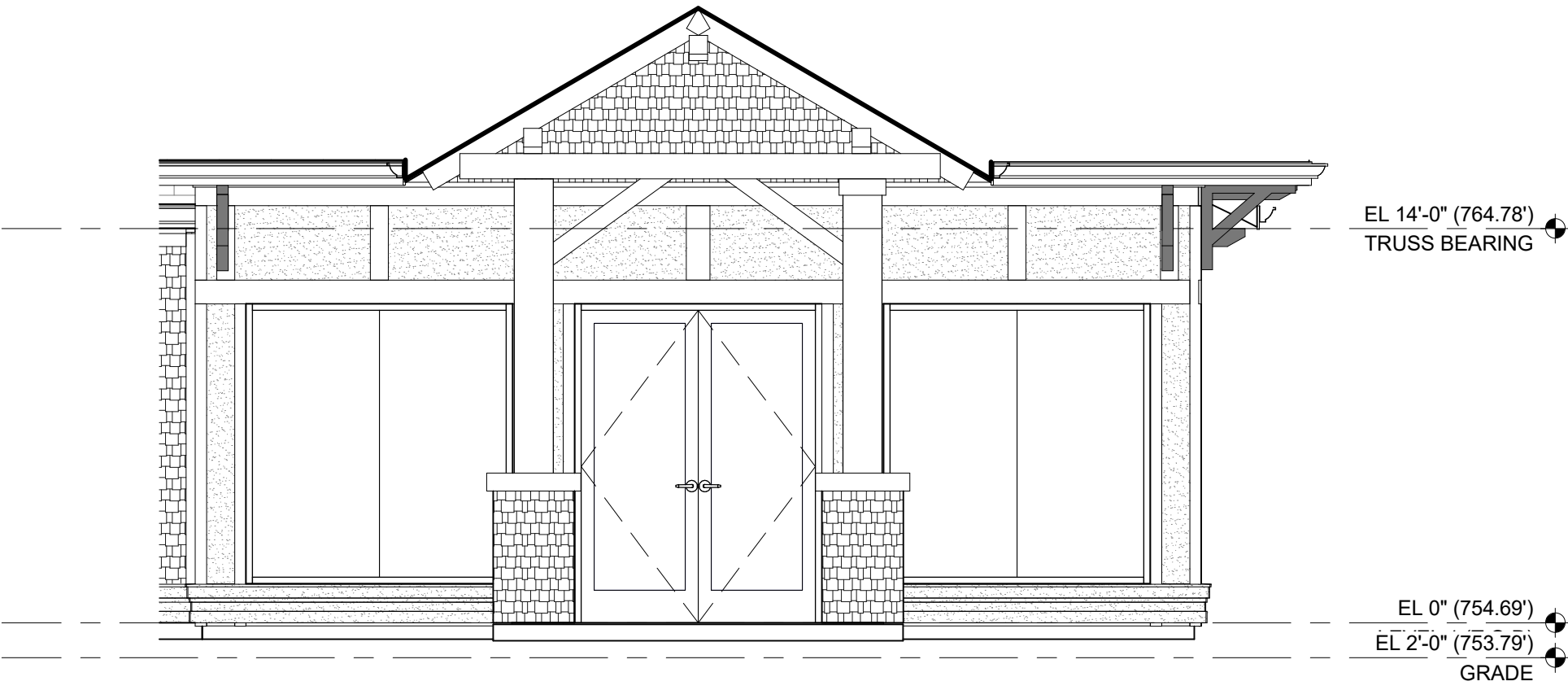
1
A4.01

PLAN SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



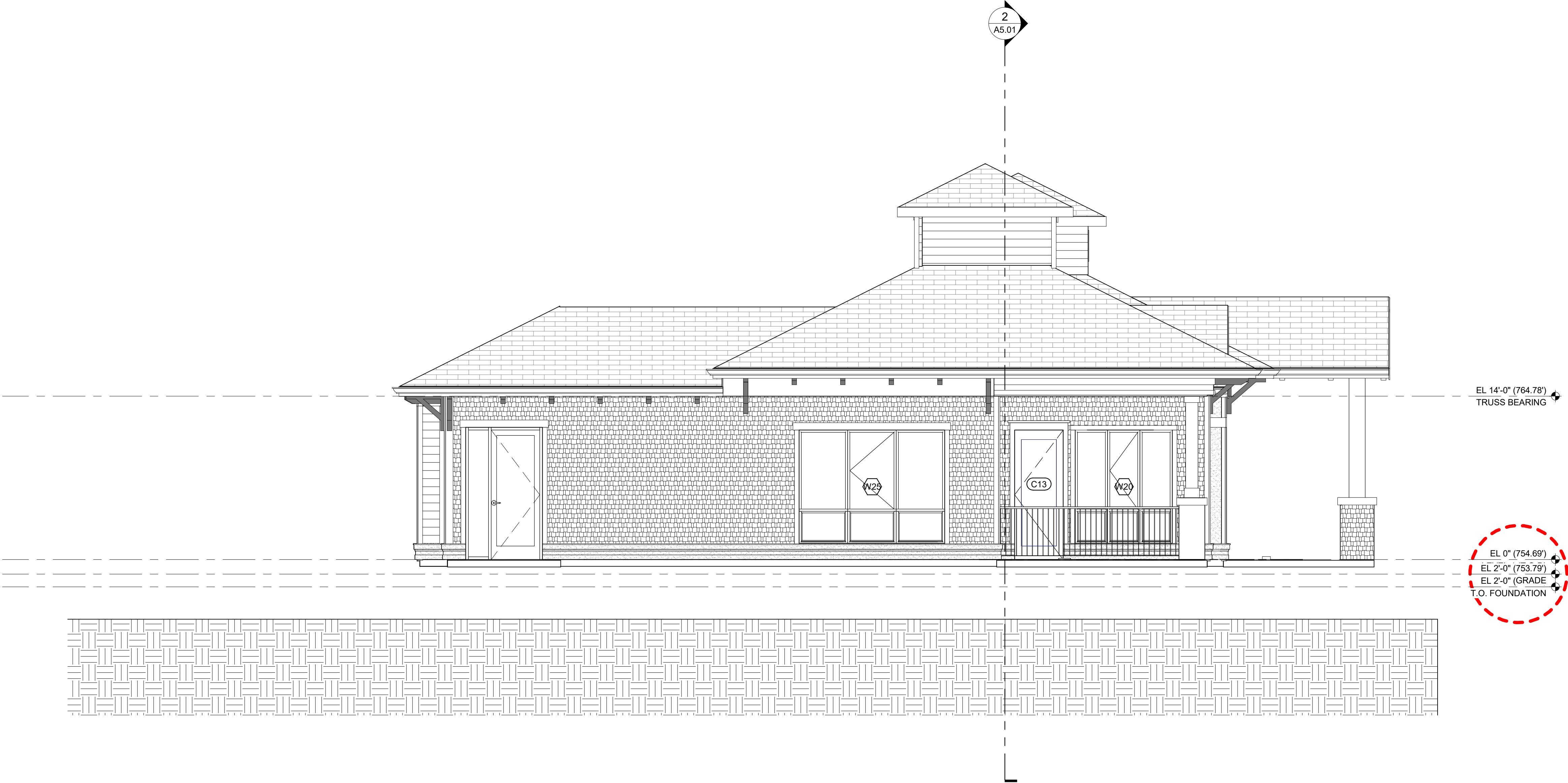
- GENERAL NOTES:**
- MATERIAL (A) AND COLOR AT FACE OF BAY RETURNS
AROUND THE SIDES AND BACK TO THE BUILDING. (TYP.)
- EXTERIOR FINISHES:**
- ASR-1 - ASPHALT SHINGLE ROOF W/ 6:12 SLOPE
SSMR-1 - STANDING SEAM METAL ROOF
BRK-1 - MASONRY VENEER
FC-1 - FIBER CEMENT SHAKES W/ FC TRIM
FC-2 - FIBER CEMENT LAP SIDING W/ 7" REVEAL & FC TRIM
FC-3 - FIBER CEMENT FLAT PANEL W/ FC TRIM
R-1 - POWDER COAT ALUMINUM RAILING
R-2 - STEEL CABLE RAIL W/ POWDER COAT STEEL TOP RAIL
W-1 - WHITE VINYL WINDOW SYSTEM (BASIS OF DESIGN: PLYGEM)
W-2 - WHITE VINYL WINDOW W/ SIMULATED DIVIDED LITE MUNTINS
(BASIS OF DESIGN: PLYCEM)
SF-1 - STOREFRONT WINDOW/ENTRY SYSTEM
CW-1 - CURTAIN WALL SYSTEM
BS-1 - PREFABRICATED ALUMINUM BAHAMA SHUTTER
PMC-1 - PREFABRICATED MTL CANOPY
PML-1 - PREMANUFACTURED MTL LOUVER
WDC-1 - PAINTED WOOD CORBELS
FGD-1 - FIBER GLASS UNIT BALCONY DOOR



2
A4.02

ELEVATION - MAIN ENTRY WALL

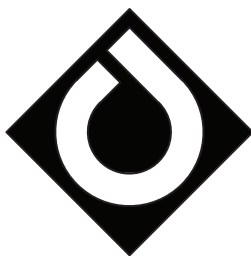
SCALE: 1/4" = 1'-0"



1
A4.02

PLAN EAST ELEVATION

SCALE: 1/4" = 1'-0"



1. ARCHITECTURAL SITE PLAN IS FOR GENERAL INFORMATION REGARDING THE RELATIONSHIP BETWEEN THE BUILDING AND THE SITE ONLY. REFER TO CIVIL DRAWINGS FOR SPECIFIC SITE PLAN INFORMATION.
2. REFER TO CIVIL/LANDSCAPE DRAWINGS FOR ALL SITE AMENITY LOCATIONS AND DETAILS.
3. SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ALL TRANSFORMERS, METERS, ETC.
4. ALL ACCESSIBLE PATHS TO SLOPE MAXIMUM OF 5% WITH A MAXIMUM CROSS SLOPE OF 2%.
5. GEOTECHNICAL INFORMATION IS PROVIDED IN A REPORT INCLUDED IN SPECIFICATIONS.
6. REFER TO CIVIL SHEET C-200 FOR PARKING COUNTS, PARKING CIRCULETS AND AREAS IDENTIFIED ON OVERALL FLOOR PLANS, SHEETS A1.00 THROUGH A1.05.

EXTENTS OF 3 HOUR FIRE WALL BETWEEN RESIDENT UNITS AND PHASES

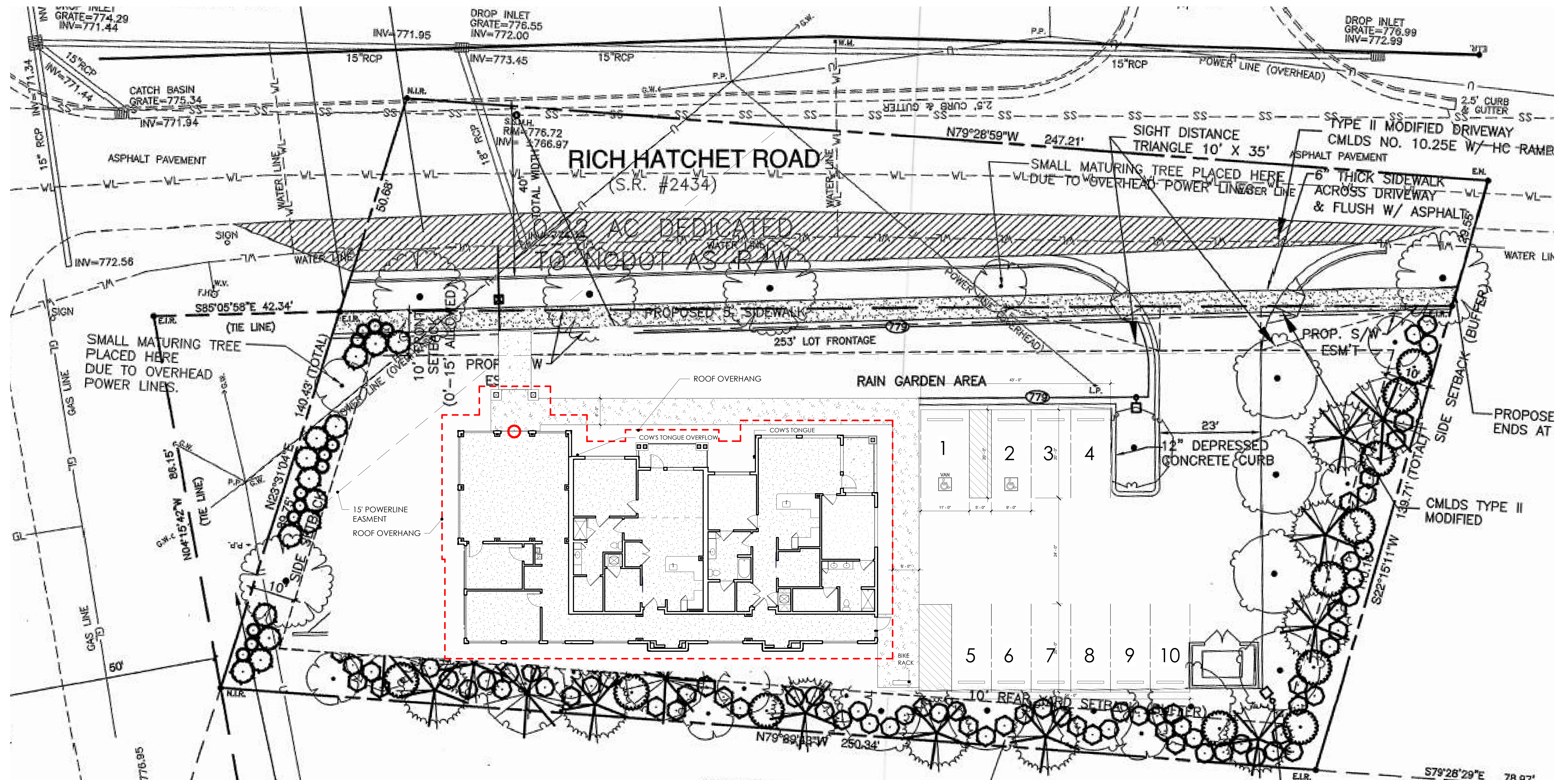
ACCESSIBLE ENTRANCE LOCATION

SITE AREA

BUILDING STRUCTURE



PARKING SPACE REQUIREMENTS: 1/500SF
AREA 4,098 SF
1/500=8.196 SPACES
10 SPACES PROVIDED
3 TOTAL ADA STALLS (INCLUDES 1 VAN)



Rezoning Schedule to amend R08-12

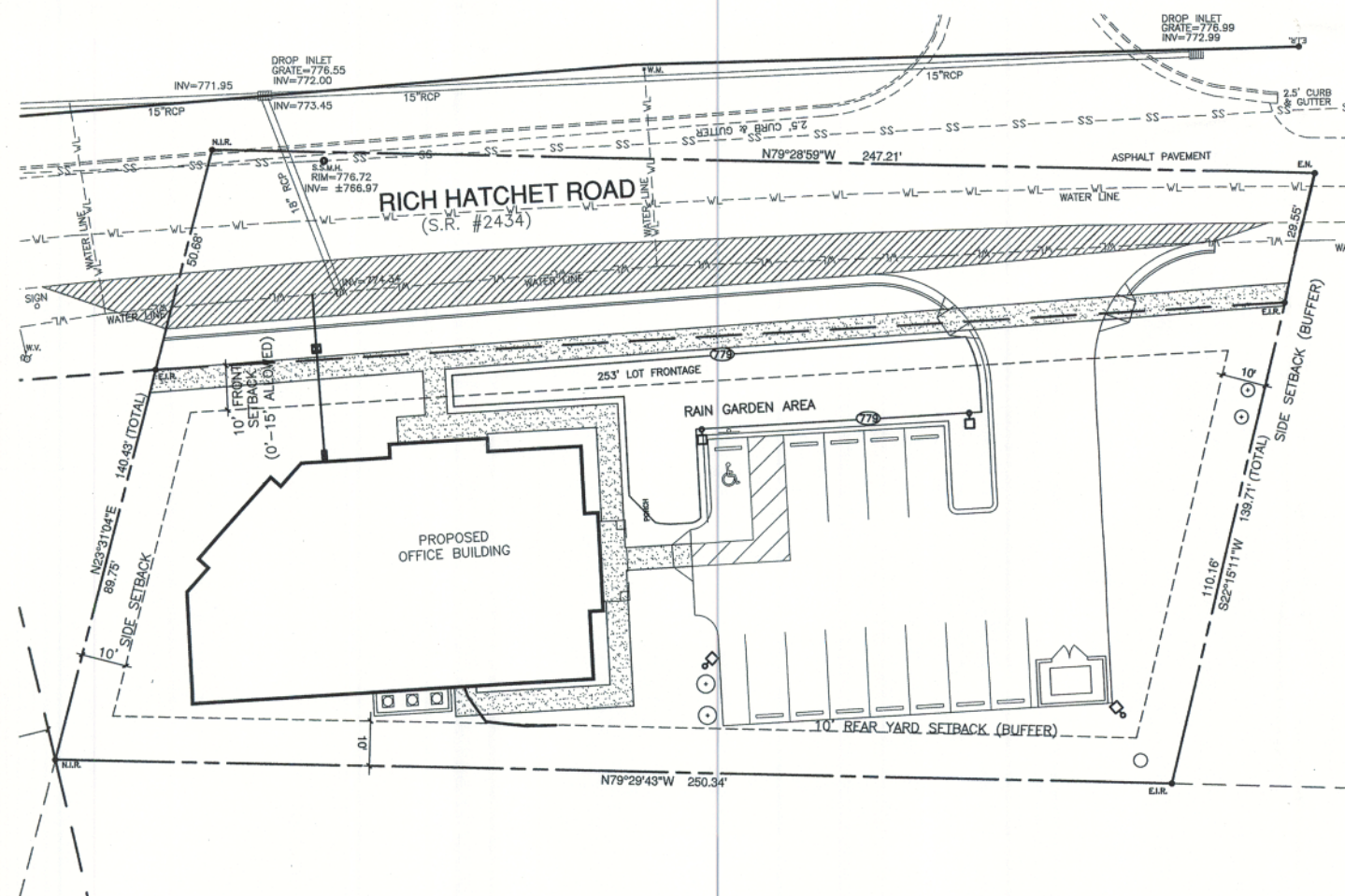
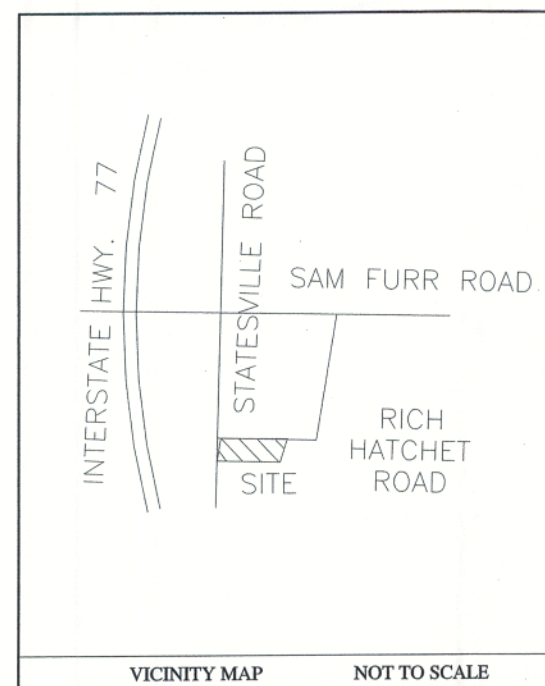
March 24	Neighborhood Meeting
April 19	Town of Huntersville Town Board Public Hearing
April 27	Town of Huntersville Planning Board Recommendation Meeting
May 17	Town of Huntersville Town Board Public Final Action Meeting

Ear Rx Office Building

REZONING PLAN

9526 Rich Hatchet Road - Huntersville, NC

Ear Rx
16300 Statesville Road
Huntersville, NC 28078



1"=20'

SHEET INDEX

SHEET C0.2 EXISTING CONDITIONS PLAN
SHEET C1.0 REZONING PLAN
SHEET L1.0 LANDSCAPE PLAN

REZONING PETITION R08-12
APPROVED BY THE TOWN OF HUNTERSVILLE
Planning Staff [Signature] Date 3/20/09

Approved 2-16-09
R08-12
Carried Unanimously



PROJECT TEAM

Developers:

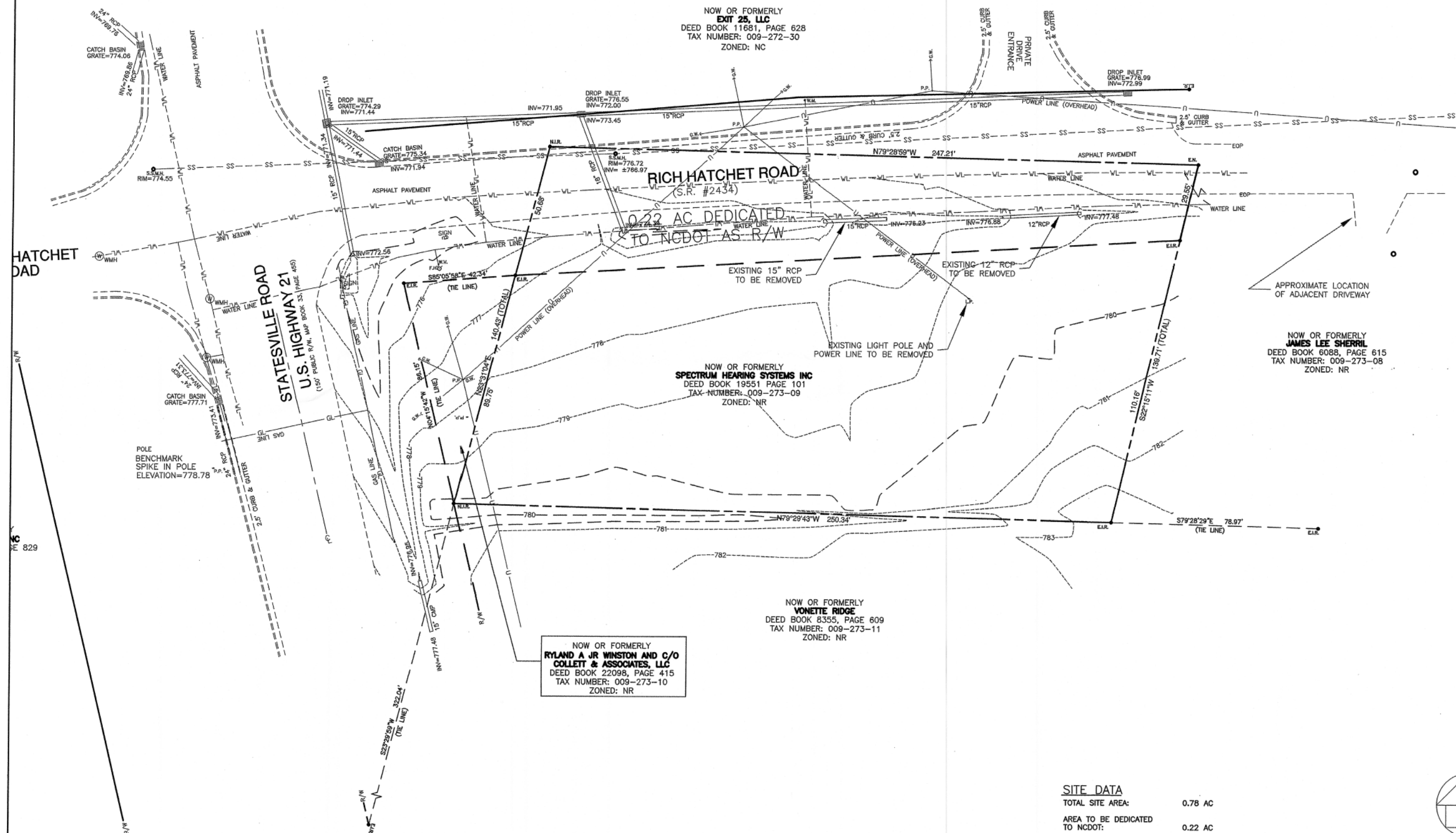
Ear Rx
Attn: Michelle Le
16300 Statesville Road
Huntersville, NC 28078
704-237-9110

Civil Engineer, Surveyor, Planner, Landscape Architect:

WSP-Sells, Inc.
128 Overhill Drive, Suite 105
Mooresville, NC 28117
704-662-0100

Architect:

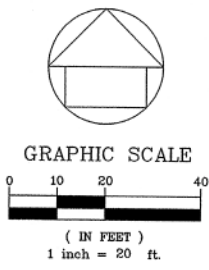
MWT Architecture, P.C.
520 Collins Aikman Drive, Suite 200
Charlotte, NC 28262
704-947-9772



SITE DATA

TOTAL SITE AREA:	0.78 AC
AREA TO BE DEDICATED TO NCDOT:	0.22 AC
PROJECT AREA:	0.56 AC
EXISTING ZONING:	NR

REFERENCE: BOUNDARY INFORMATION PROVIDED BY R.B. PHARR & ASSOCIATES, P.A.
19801 SOUTH MAIN STREET
CORNELIUS, NC 28031
PHONE: 704-895-1730
FILE NO. LN-851



REVISIONS	

PROJECT #: 06-007 DATE: 12/01/08
DRAWN BY: GB CHECKED BY: DB
TITLE

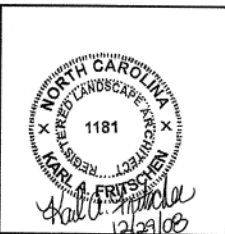
EXISTING CONDITIONS

SHEET
C0.2

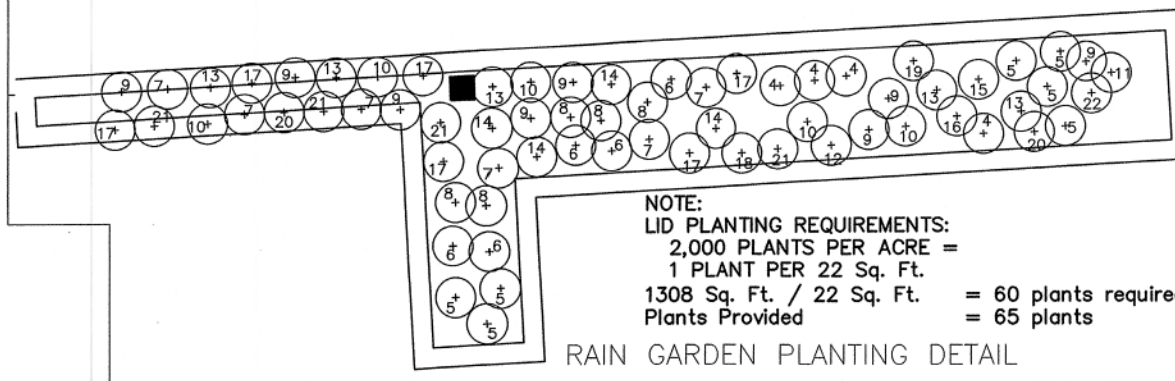
EarRx Office Building

9526 Rich Hatchet Road. - Huntersville, NC

EarRx
16300 Statesville Road
Huntersville, NC 28078

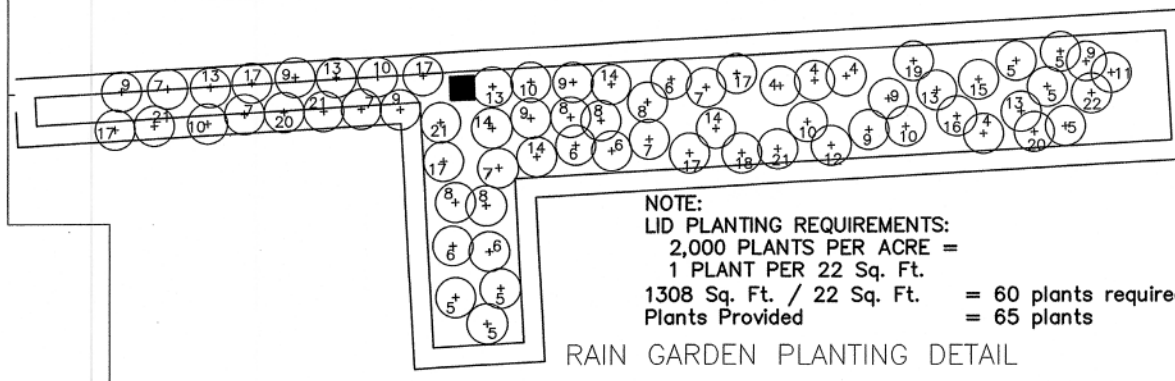


WSP - SELLS
Transportation & Infrastructure
128 Overhill Drive, Suite 105 • Mooresville, NC 28117
T: 704.662.0100 F: 704.662.0101
www.wspells.com



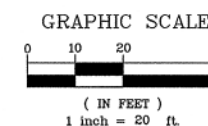
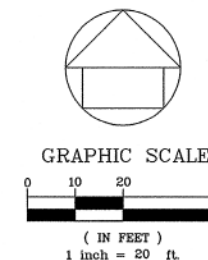
NOTE:
 LID PLANTING REQUIREMENTS:
 2,000 PLANTS PER ACRE =
 1 PLANT PER 22 Sq. Ft.
 1308 Sq. Ft. / 22 Sq. Ft. = 60 plants require
 Plants Provided = 65 plants

RAIN GARDEN PLANTING DETAIL

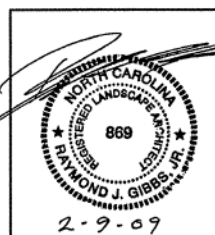
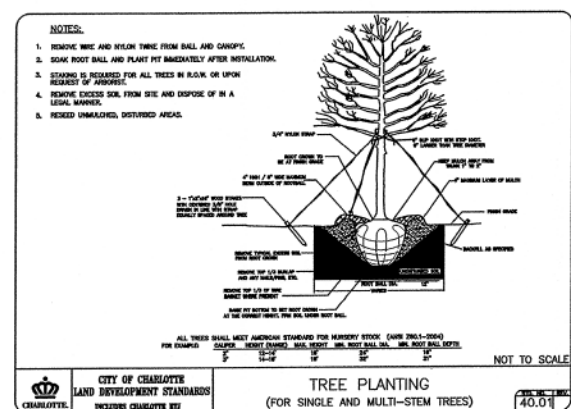
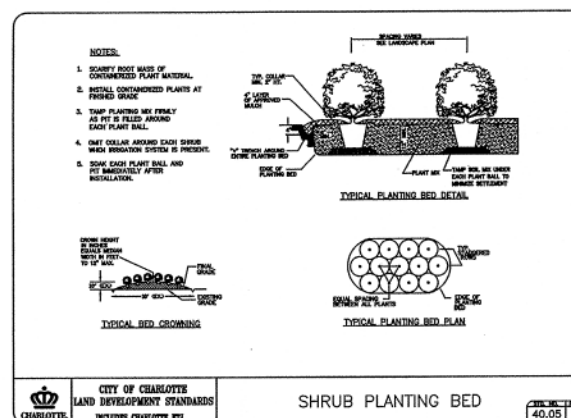


NOTE:
LID PLANTING REQUIREMENTS:
2,000 PLANTS PER ACRE =
1 PLANT PER 22 Sq. Ft.
1308 Sq. Ft. / 22 Sq. Ft. = 60 plants required
Plants Provided = 65 plants

- 1) All plantings shall be listed on the Town of Huntersville Approved Tree and Shrub List.
- 2) In addition to plantings required for buffer (Art. 7.5.3) footnote #5 shall apply. In the chart for Art. 7.5.3 shrubs shall be planted to create a complete visual buffer, shall be 3' high and 6" o.c. when installed, and shall mature to a height of 8'.
- 3) Parking lot screening will include a row of shrubs planted 6' o.c. at the perimeter. Minimum height at installation 3' and expected height at maturity is 6'. Large maturing canopy trees shall line the parking lot max. 40' o.c. Since lot is less than 35 cars no interior parking lot landscaping is required.
- 4) A final Certificate of Occupancy may be issued prior to the installation of trees and shrubs, excluding yard trees, during the non-planting season if a Cash Bond, Surety Bond or Letter of Credit is issued for 120% of the cost of materials and installation. Planting shall be completed during the next planting season.
- 5) The Planting season shall run from October 15 to March 15, except for extreme weather conditions as determined by staff. A final Certificate of Occupancy may be issued during the non-planting season in order to allow planting to occur during the next planting season.
- 6) Developers shall enter into a maintenance surety agreement with Mecklenburg County guaranteeing the viability of street trees and trees and shrubs planted in buffer yards for a period of 1 year following planting. The amount of the surety shall be equal to 50% of the cost of the materials and installation of materials and their installation. The maintenance surety shall be provided when all of the required trees and shrubs have been planted.



<u>TREES</u>	<u>BOTANICAL</u>	<u>COMMON</u>	<u>CONT</u>	<u>CAL</u>	<u>QTY</u>
A5	Acer rubrum `Red Sunset`	Red Sunset Maple	B & B	2.5"Cal	8
CC	Cercis canadensis	Eastern Redbud	B & B	2"Cal	10
PT	Pinus taeda	Loblolly Pine	10 gal	2.5"Cal	10
QP	Quercus phellos	Willow Oak	B & B	2.5"Cal	5
QS	Quercus shumardii	Shumard Red Oak	B & B	2.5"Cal	4
UA	Ulmus parvifolia `Allee`	Allee Lacebark Elm	B & B	2.5"Cal	2
<u>SHRUBS</u>	<u>BOTANICAL</u>	<u>COMMON</u>	<u>CONT</u>		<u>QTY</u>
BA	Berberis thunbergii `Atropurpurea Nana`	Dwarf Redleaf Japaneses Barberry	2 gal		13
JP	Juniperus chinensis `Pfitzeniana Glauca`	Blue Pfitzer Juniper	5 gal		14
LR	Ligustrum japonicum `recurvifolium`	Wax leaf ligustrum	5 gal		40
LS2	Loropetalum chinense `Sizzling Pink`	Sizzling Pink Fringe Flower	5 gal		35
MG2	Miscanthus sinensis `Gracillimus`	Maiden Grass	5 gal		3
MC2	Myrica cerifera	Wax Myrtle	5 gal		11



DOCUMENT WITHOUT PRIOR PERMISSION FROM WSP SELLER, IS EXPRESSLY PROHIBITED.

EarRx Office Building

99526 Rich Hatchet Road. - Huntersville, NC

EarRx
16300 Statesville Road
Statesville, NC 28679

[illegible]LANDSCAPE
PLAN

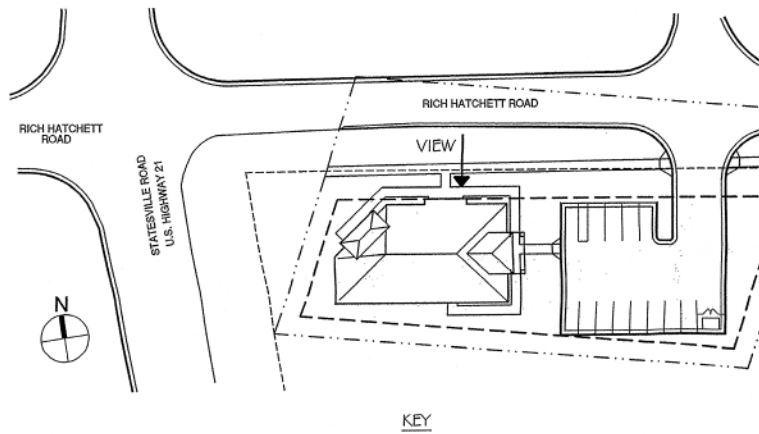
SHEE

L1.0



PROPOSED BUILDING ELEVATION FROM RICH HATCHETT ROAD

SCALE: $\frac{1}{4} = 1'-0"$



15'-6"
BEARING

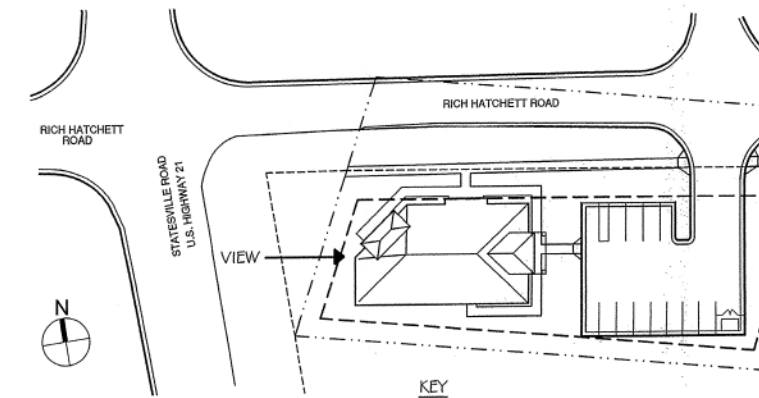
12'-0"
BEARING

0'-0"
FIN. FLR.



PROPOSED BUILDING ELEVATION FROM STATESVILLE ROAD

SCALE: $\frac{1}{4} = 1'-0"$



REVISIONS:

WARNING
IT IS A VIOLATION OF THE LAW FOR ANY
PERSON, UNLESS ACTING UNDER THE
DIRECTION OF THE ARCHITECT, TO ALTER OR
REPRODUCE THESE DRAWINGS IN ANY WAY.

MWT

Buffalo, New York
MWT Architecture, P.C.
6390 Main Street - Suite 120
Williamsville, NY 14221
Ph: 716.631.0600 Fax: 631.2340

Charlotte, North Carolina
MWT Architecture, P.C.
520 Collins Aikman Drive - Suite 200
Charlotte, NC 28262
Ph: 704.947.9772 Fax: 595.1725

Las Vegas, Nevada
MWT OFRA Architecture
3753 Howard Hughes Parkway - Suite 200
Las Vegas, NV 89109
Ph: 702.365.5200 Fax: 784.7601

Washington, DC
MWT Architecture
1655 N. Fort Myer Drive - Suite 700
Arlington, VA 22209
Ph: 703.998.0206 Fax: 998.5234

**REZONING
FOR
EAR RX**

9526 RICH HATCHETT RD.
HUNTERSVILLE, NORTH CAROLINA
MECKLENBURG COUNTY

PROJECT NO: 0826

DATE: 10/6/08

DRAWN BY: JDW

CHKD. BY: JDW

ELEVATIONS

SHEET

A301

REVISIONS:

WARNING
IT IS A VIOLATION OF THE LAW FOR ANY
PERSON, UNLESS ACTING UNDER THE
DIRECTION OF THE ARCHITECT, TO ALTER OR
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520 Collins Alkman Drive - Suite 200
Charlotte, NC 28262
Ph: 704.947.9772 Fax: 595.1725

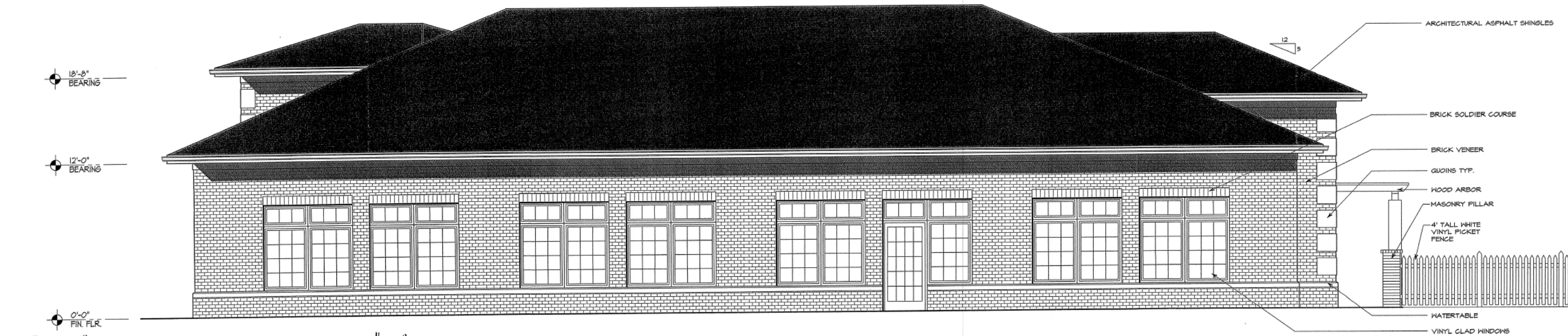
Las Vegas, Nevada
MWT OFRA Architecture
3755 Howard Hughes Parkway - Suite 200
Las Vegas, NV 89109
Ph: 702.365.5200 Fax: 784.7601

Washington, DC
MWT Architecture
1655 N. Fort Myer Drive - Suite 700
Arlington, VA 22209
Ph: 703.998.0206 Fax: 998.5234

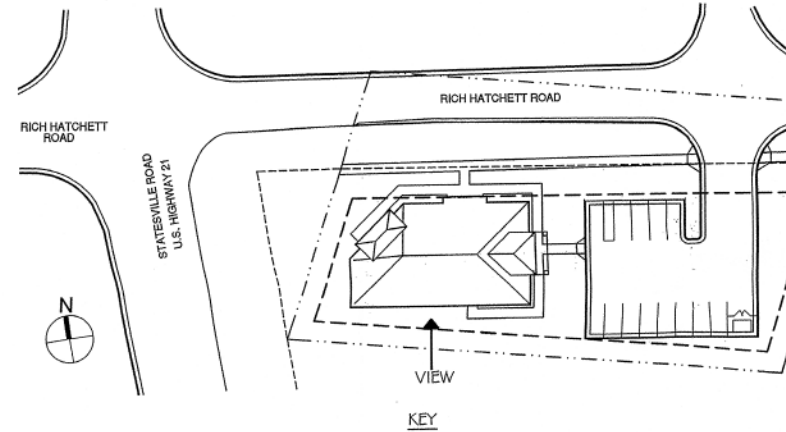
REZONING
FOR
EAR RX
9526 RICH HATCHETT RD.
HUNTERSVILLE, NORTH CAROLINA
MECKLENBURG COUNTY

PROJECT NO: 08226
DATE: 10/6/08
DRAWN BY: JDW
CHKD. BY: JDW

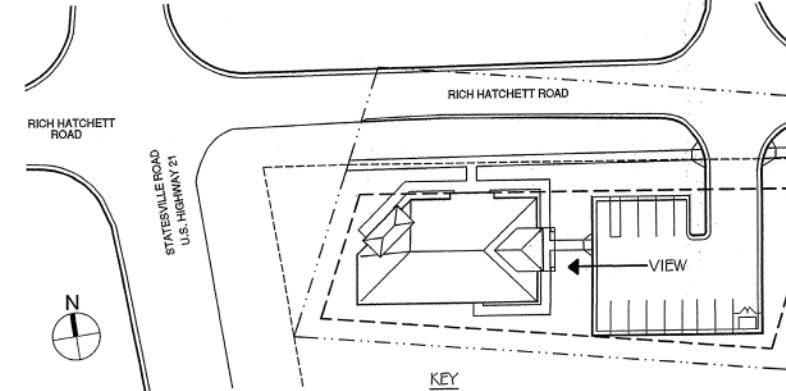
ELEVATIONS
SHEET A300



PROPOSED BUILDING ELEVATION FROM REAR YARD
SCALE: $\frac{1}{4} = 1'-0"$



PROPOSED BUILDING ELEVATION FROM PARKING LOT
SCALE: $\frac{1}{4} = 1'-0"$



**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Brad Priest, Principal Planner

Date: May 17, 2021

Subject: Petition #TA21-04 - Tree Mitigation Administrative Process

EXPLAIN REQUEST:

TA21-04 is a text amendment request made by the Huntersville Town Board to amend Article 7.4.2 F of the Huntersville Zoning Ordinance. The purpose of the amendment is to create an administrative staff review for tree mitigation plans.

ACTION RECOMMENDED:

Consider taking final action for TA21-04 on April 27th, 2021.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA21-04 - Tree Mitigation Process - TB Staff Report - 5 17 21
2. Draft Ordinance - 5 17 21
3. Legal Ad Confirmation
4. Text Amendment Application

TA 21-04 – Tree Mitigation Approval Process

PART 1: DESCRIPTION

TA21-04 is a text amendment request made by the Huntersville Town Board to amend Article 7.4.2 F of the Huntersville Zoning Ordinance. The purpose of the amendment is to create an administrative staff review for tree mitigation plans.

PART 2: BACKGROUND

On October 19th, 2020 the Town Board approved TA20-01, a text amendment that clarified and increased tree save mitigation requirements for specimen tree save. At the meeting the Town Board asked staff to discuss with the Huntersville Ordinance Advisory Board (HOAB) to consider with the newly amended text, whether or not it would be advisable to modify the ordinance to allow tree mitigation requests to be processed by staff rather than the Planning Board. On November 5th, 2020 the HOAB recommended that tree mitigation requests be administrative. On January 15th, 2021 the Town Board directed staff to draft language and start the text amendment process to make tree mitigation an administrative process.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- EOS 4.2: Regularly evaluate and revise tree mitigation options to further town goals. COMMENT: The proposed text amendment is an appropriate procedural complement to the specific tree save mitigation requirements approved in TA20-01. With objective standards for mitigation applications now clearly located in the ordinance, it eliminates the need for public board review.
- EV 1.4: Review development standards to support business growth. Support efforts to improve efficiency and responsiveness of development review process for development proposals. COMMENT: Removing the need to get on public board agendas, the proposed text amendment will save time and resources for applicants endeavoring to achieve land development plan approvals.

PART 4: STAFF RECOMMENDATION

Planning staff recommends approval of the proposed text amendment application. Please see the drafted text below and the proposed amendment ordinance included in the agenda packet. Removed language is struck out, new language is **bold underline**.

Article 7.4.2 F – Footnote #2

Where circumstances prevent locating the required tree plantings or preservation standards on site ~~and approval by the Planning Board is granted~~, the developer may mitigate protected tree canopy removal by planting new trees on the site whose canopy equals that of the canopy to be removed (new tree canopy credits are described above). If site conditions are not conducive for healthy tree replacement plant on site, the developer may contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. A combination of planting and contribution in lieu of planting is acceptable. The amount of contribution is based on the total cost of the required mitigation trees plus that of their installation. **Planning staff will be responsible for reviewing and approving all tree mitigation plans consistent with the mitigation standards of this section.**

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board (HOAB) discussed the application at their April 1, 2021 meeting. After consideration and discussion, the HOAB unanimously recommended approval of the drafted language.

PART 6: PUBLIC HEARING

The Public Hearing was held on April 5th, 2021. No one from the public spoke for or against the application. After discussion on the application between the Town Board and staff, the public hearing was closed.

PART 7: PLANNING BOARD RECOMMENDATION – UPDATE 5/7/21

The Planning Board met to consider the text amendment application on April 27th, 2021. After discussion the Board unanimously recommended approval of the application. The motion adopted is below.

F. Gammon made a Motion to Approve Text Amendment 21-04 to amend Article 7.4.2.F to make tree save mitigation an administrative process. The Planning Board recommends approval based upon the amendment being consistent with policies EOS4.2 and EV1.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it allows staff to effectively and efficiently review and enforce tree save standards without delaying review processes for businesses and developers. However, with the removal of tree mitigation for the Planning Board, direct public involvement is also removed. To maintain public visibility, the Planning Board requests that the administrative tree mitigation process and results be hosted and maintained on the Planning Departments website in such a manner that the information may be easily located by the public for review. J. Davis seconded the motion. The motion passed unanimously (9-0).

PART 8: ATTACHMENTS AND ENCLOSURES

- Draft Language Ordinance
- Text Amendment Application

PART 9: STATEMENT OF CONSISTENCY – TA21-01

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA21-01, to amend Article 7.4.2 F to make tree save mitigation an administrative process, the Planning Staff recommends approval of the application based on the amendment being consistent with policies EOS 4.2 and EV 1.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it allows staff to efficiently and effectively review and enforce tree save standards without delaying the review process for businesses and developers.	APPROVAL: F. Gammon made a Motion to Approve Text Amendment 21-04 to amend Article 7.4.2.F to make tree save mitigation an administrative process. The Planning Board recommends approval based upon the amendment being consistent with policies EOS4.2 and EV1.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it allows staff to effectively and efficiently review and enforce tree save standards without delaying review processes for businesses and developers. However, with the removal of tree mitigation for the Planning Board, direct public involvement is also removed. To maintain public visibility, the Planning Board requests that the administrative tree mitigation process and results be hosted and maintained on the Planning Departments website in such a manner that the information may be easily located by the public for review. J. Davis seconded the motion. The motion passed unanimously (9-0).	APPROVAL: In considering the proposed amendment TA21-01, to amend Article 7.4.2 F to make tree save mitigation an administrative process, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA21-01, to amend Article 7.4.2 F to make tree save mitigation an administrative process, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because....(Explain)

**AN ORDINANCE TO AMEND ARTICLE 7.4.2 OF THE ZONING ORDINANCE TO MAKE TREE SAVE
MITIGATION AN ADMINISTRATIVE PROCESS**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 7.4.2 (F) footnote [2] of the **Zoning Ordinance** is hereby amended as follows:

- Where circumstances prevent locating the required tree plantings or preservation standards on site ~~and approval by the Planning Board is granted~~, the developer may mitigate protected tree canopy removal by planting new trees on the site whose canopy equals that of the canopy to be removed (new tree canopy credits are described above). If site conditions are not conducive for healthy tree replacement plant on site, the developer may contribute to a Tree Fund/Bank set up by the town for the planting and maintenance of such trees elsewhere in the community. A combination of planting and contribution in lieu of planting is acceptable. The amount of contribution is based on the total cost of the required mitigation trees plus that of their installation. **Planning staff will be responsible for reviewing and approving all tree mitigation plans consistent with the mitigation standards of this section.**

Section 2. That this ordinance shall become effective May 17, 2021.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: April 1, 2021 – Recommended Approval

PUBLIC HEARING DATE: April 5, 2021 – Public Hearing Held and Closed

PLANNING BOARD MEETING: April 27, 2021 – Recommended Approval

TOWN BOARD DECISION: May 17, 2021

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS**Order Number:****IPL0015886****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

CLT - Legal Ads

Final Cost:

78.20

Payment Type:

Account Billed

User ID:

IPL0021908

PREVIEW FOR AD NUMBER IPL00158860**NOTICE OF PUBLIC HEARING**

The public is put on notice that the Town of Huntersville will hold a public hearing on Monday, April 5, 2021 on the following petition. This public hearing will be held virtually or in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive Huntersville NC 28078. COVID-19 protocols will be in place for an in-person meeting, details regarding this will be available one week prior to the meeting, as published on the meeting agenda.

#R21-01, a conditional rezoning request by Tietsoort Investments LLLP I to rezone 10205 Sam Furr Road (Tax ID 00531101) from GR to HC-CD to develop a Day Care Center.

#TA21-04, a request by the Huntersville Board of Commissioners to amend Article 7.4.2 of the Huntersville Zoning Ordinance to establish an administrative staff review of tree mitigation applications.

The public is invited to attend the hearing and comment on the proposed changes. Substantial changes may occur to the request based on comments. For further information please contact the Planning Dept. at 704-875-7000, or go to www.huntersville.org.

W00000000

Publication Dates

[<< Click here to print a printer friendly version >>](#)

ACCOUNT INFORMATION

TOWN OF HUNTERSVILLE/ADMINISTRATOR IP
TOWN CLERK PO BOX 664
HUNTERSVILLE, NC 28078
704-875-6541
ccook@huntersville.org
TOWN OF HUNTERSVILLE/ADMINISTRATOR

TRANSACTION REPORT**Date**

11:06 AM - Mon, Mar 22, 2021

Amount:

78.20

SCHEDULE FOR AD NUMBER IPL00158860

Wed Mar 24, 2021
The Charlotte Observer
Wed Mar 31, 2021
The Charlotte Observer



Text Amendment Application

Date of Application 2/1/21

Fee

See Current Town of Huntersville Fee Schedule for Text Amendment to the Zoning/Subdivision Ordinance

Type of Change

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

☒ Revision/Modification to text of Zoning Ordinance / Subdivision Ordinance / Other

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Article 7.4.2 (F) Footnote #2 Article(s): _____ Section(s): _____

See attached Ordinance Exhibit

Current Ordinance

See attached Ordinance Exhibit

Proposed Text

Reason for Proposed Change

Purpose of the amendment is to change tree mitigation from a Planning Board approval process to a staff/administrative process.

Attach additional pages if needed.

NOTE: If the proposed text amendment effects property located along Hwy 73; is 2000 feet from an adjoining municipality, and/or the Mountain Island and Lake Norman Watersheds, additional peer review is required.

Applicant

Printed Name Huntersville Board of Commissioners

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature Bradley D. Priest Date 2/1/21

Title Principal Planner

Email bpriest@huntersville.org

Address of Applicant 105 Gilead Road – Third Floor. PO Box 664 Huntersville, NC 28070

Property Owner (if different than applicant)

* Printed Name N/A

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

Contact Information

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

Phone: 704-875-7000
Fax: 704-875-6546
Physical Address: 105 Gilead Road, Third Floor, Huntersville, NC 28078
Website: <https://www.huntersville.org/228/Planning-Department>

Date Received By Planning Department: 2/1/21

Staff Initials: BP

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Tracy Houk, Assistant Director

Date: May 17, 2021

Subject: Veterans Park - LKN Kiwanis Mural

EXPLAIN REQUEST:

The artist has made some requested changes to the original proposed mural. An agreement has also been created between the Town and LKN Kiwanis.

ACTION RECOMMENDED:

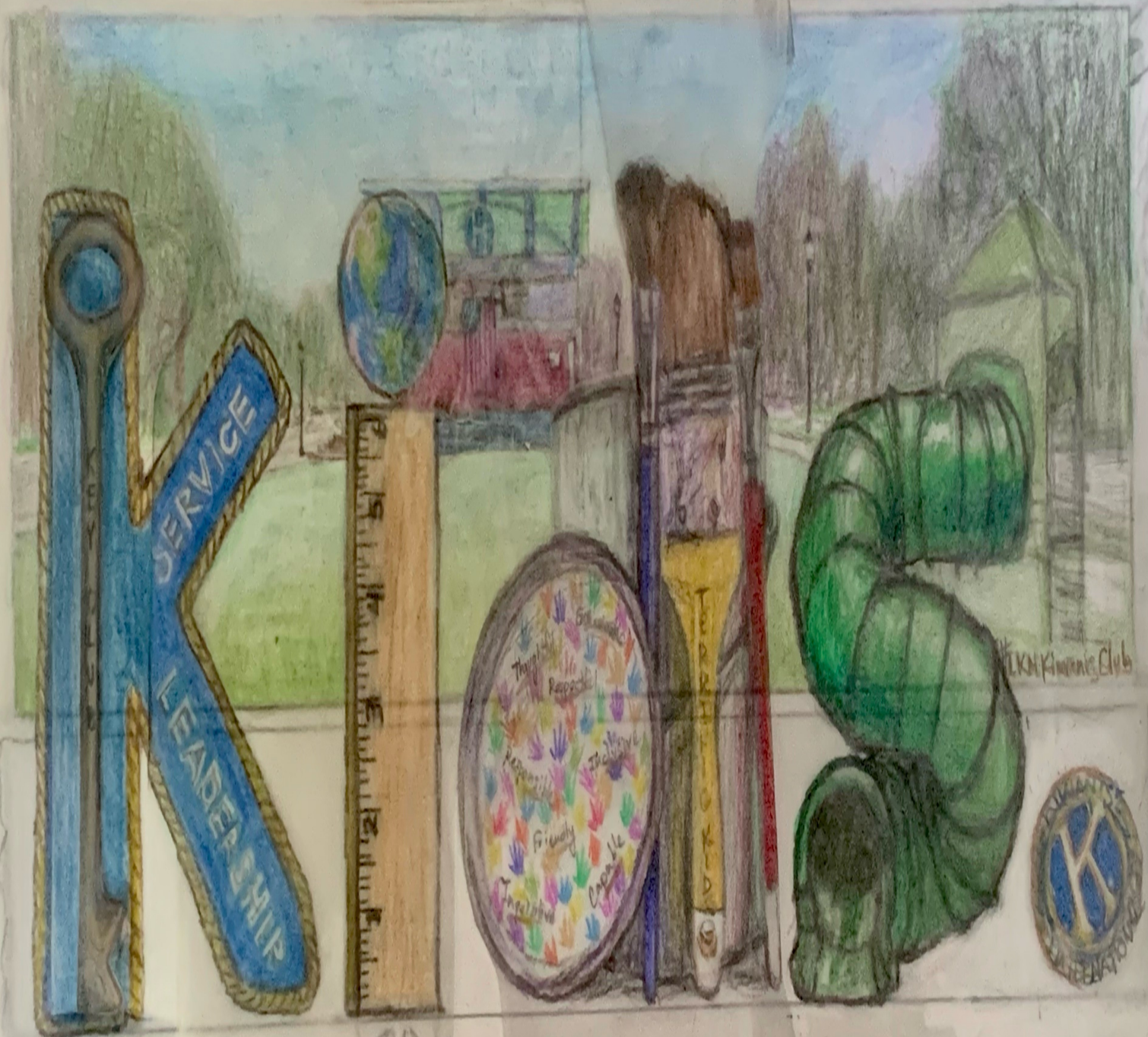
Consider approving LKN Kiwanis Mural and agreement between the Town and LKN Kiwanis.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. LKN Kiwanis Mural - UPDATED
2. Veterans Park Restroom Mural - FINAL DRAFT



Contract#: _____

AGREEMENT

Between

KIWANIS LAKE NORMAN

And

JULIE ANNA KAUFMAN

And

**THE TOWN OF HUNTERSVILLE, NORTH
CAROLINA**

For the

COMMISSION OF PUBLIC ARTWORK

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT FOR THE COMMISSION OF PUBLIC ARTWORK (this “**Agreement**”), made and entered into this ____ day of ____, 2021, by and between **THE KIWANIS CLUB OF LAKE NORMAN, (“LKN Kiwanis”)**, **Julie Anna Kaufman** (“Artist”) and the **Town of Huntersville**, a North Carolina municipal corporation (“TOWN”) (collectively the “Parties”).

RECITALS

1. TOWN is the owner of certain property known as “Veterans Park” located at 201 Huntersville-Concord Road Huntersville, NC 28078.

2. LKN Kiwanis desire to contribute funds to Julie Anna Kaufman to commission a mural (“Mural”) including design, fabrication, and installation, to be installed on the north side of the Veterans Park Restroom Building located on Huntersville-Concord Road in Huntersville (“Site”), in exchange for the inclusion of LKN Kiwanis logos in the Mural. For the avoidance of doubt, the north side of the Veterans Park Restroom Building faces the American Legion Building.

3. The TOWN has agreed to accept the contribution by LKN Kiwanis and the location of said Mural.

4. The LKN Kiwanis has selected the Artist to provide the Mural in accordance with the proposal attached hereto and incorporated herein as Exhibit “A” (the “Proposal”).

5. The Parties desire to set forth in this Agreement a complete understanding of the rights, duties, and agreements of the Parties concerning the design, fabrication, and installation of the Mural.

AGREEMENT

NOW, THEREFORE, based upon the recitals, the mutual promises contained herein, and other valid and sufficient consideration, the parties agree as follows:

ARTICLE 1. SITE INFORMATION. The Artist shall conduct site inspections, with representatives of the TOWN, as necessary to gather information necessary to prepare for the final design for the Mural. The Artist shall establish a close and cooperative consultative and working relationship with the TOWN throughout the duration of this Agreement.

ARTICLE 2. SCHEDULE. The Mural shall be completed and installed no later than **December 31, 2021** (the “Final Deadline”). The deadline may be extended by mutual agreement, in writing, signed by all parties hereto. In the event the Mural has not been completed and installed by the Final Deadline, including any applicable extension, the LKN Kiwanis Club shall be deemed to be in default and the contract may be terminated at the Town’s sole discretion.

ARTICLE 3. COMPATIBILITY OF WORK WITH SITE. The Mural as set forth in the Proposal, which is attached hereto as Exhibit A and incorporated herein by reference, and as constructed shall be compatible with the physical characteristics of the Site so that installation of the Mural does not require any change to or redesign of the Site because of the design of the Mural. Additionally, the presence of the Mural shall not interfere with the intended use of the Site including pedestrian flow. The Artist shall be responsible for coordinating with the TOWN to ensure compliance to this section. The Mural shall be designed, fabricated, and installed so that it complies with all applicable laws, statutes, ordinances, and regulations of all applicable jurisdictions.

ARTICLE 4. DESIGN PROPOSAL. Exhibit A contains the design proposal submitted by the Artist and approved by the TOWN. The Final Design Documents as described in Article 5 shall be substantially in compliance with Exhibit A.

ARTICLE 5. FINAL DESIGN DOCUMENTS.

a. Kiwanis shall submit to the TOWN detailed design documents of the Mural. The Final Design Documents submitted to the TOWN shall include all of the following:

1. Detailed scale drawings of the Mural with accompanying specifications for materials;
2. Design analysis;
3. A description of the site preparation necessary for installation of the Mural;
4. Written description of the procedure for installation; and
5. A preliminary installation schedule;

b. The TOWN reserves the right to require revisions to the Final Design Documents.

ARTICLE 6. FABRICATION/INSTALLATION SCHEDULE. The schedule submitted shall include complete installation prior to the Final Deadline. The schedule is subject to the TOWN's approval. Such schedule may be amended by written agreement between the TOWN, and LKN Kiwanis.

ARTICLE 7. INSTALLATION.

a. The Artist shall install the Mural at the Site in accordance with the approved schedule, but in no event later than the Final Deadline. If the TOWN determines in its sole discretion that the Mural does not conform to the Final Design Documents, the TOWN shall notify LKN Kiwanis of nonconformities the in accordance with Article 11 herein.

b. The Artist shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance and installation of the

Mural at the Site. The Artist shall take necessary safety precautions, and shall provide protection to prevent damage, injury, or loss to: (i) persons involved in the installation of the Mural on the Site and persons who may be affected thereby; (ii) the Mural and materials and equipment to be incorporated therein (whether in storage on or off the Site); and (iii) other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of installation.

c. The Artist shall give notices and comply with applicable laws, ordinances, rules, regulations, and laws or orders of public authorities bearing on safety of persons or property for their protection from damage, injury, or loss.

d. The Artist shall erect and maintain, as required by existing conditions in performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

e. The Artist shall be liable for, and shall promptly remedy, damage and loss to property caused in whole or in part by the Artist, a subcontractor, a sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts he or she may be liable, except for damage or loss attributable to acts or omissions of the TOWN, and not attributable to the fault or negligence of the Artist.

f. The TOWN shall not be responsible for any installation delays. The Artist shall promptly notify the TOWN of any delay of the installation schedule.

g. TOWN does hereby give Artist the right, license and permission to install the Mural on the Site.

ARTICLE 9. LIEN WAIVERS. Upon completion of installation, but in event before Final Acceptance, the Artist shall secure lien waivers in a form acceptable to the TOWN for all of the Artist's subcontractors and each of their subcontractors.

ARTICLE 10. POST INSTALLATION PUBLICITY. The Artist shall be reasonably available at such time or times as may be agreed among the TOWN, LKN Kiwanis, and the Artist to attend public meetings and community outreach functions during the duration of this Agreement as well as any inauguration or presentation ceremonies relating to the transfer of the Mural to the TOWN. The TOWN shall have authority to arrange for publicity for the completed Mural in such publications and otherwise as may be determined in their sole discretion; provided, however, each party shall have the opportunity to review any publicity items that refer to the other party. The public reveal for the Mural will occur on date determined by both the TOWN and LKN Kiwanis.

ARTICLE 11. FINAL ACCEPTANCE. The Artist shall notify the TOWN when installation of the Mural, according to this Agreement and pursuant to the Proposal, has been completed. Within thirty (30) days after the receipt of such notice, the TOWN shall either

accept the Mural as completed by written notice to that effect or notify the Artist and LKN Kiwanis of nonconformities between the Mural and the Final Design Documents. The Artist shall then be given a reasonable period of time not exceeding thirty (30) days to cure such nonconformities. If the Artist does not cure such nonconformities within such thirty (30) day period, then LKN Kiwanis shall be required to restore the Site to its original form at its sole expense and the TOWN shall be entitled to pursue all available remedies in law or equity. The restoration of the Site to its original form should occur not later than 30 days from the end of the period to cure.

ARTICLE 12. RISK OF LOSS. The risk of loss or damage to the Mural shall be borne by the Artist until final acceptance of the Mural by the TOWN, and the Artist shall take such measures as are necessary to protect the Mural from loss or damage until final acceptance.

ARTICLE 13. TITLE. Title to the Mural shall pass to the TOWN upon final acceptance. Upon completion of the Mural in accordance with the terms and conditions of this agreement and the approved plans and specifications, the Mural shall thereupon and thereafter, be the entire and sole property and under the sole and exclusive control of the TOWN, provided, however, the LKN Kiwanis agrees to take reasonable measures as may be required to maintain the Mural in good condition in the manner provided for in Article 20 of this Agreement.

ARTICLE 13A. DISPLAY OF THE MURAL. The terms of this paragraph, in addition to the other obligations of the TOWN contained in this Agreement, are in consideration for Kiwanis' contribution of the Mural. The Town shall display the Mural at the site for a minimum of three (3) years from the date of completion.

ARTICLE 15. WARRANTIES.

a. The Artist represents and warrants that: (a) the Mural is solely the result of the artistic effort of the Artist; (b) the Mural is unique and original and does not infringe upon any copyright such that the Artist obtains rights under the Copyright Act of 1976, 17 U.S.C. §101 *et seq.*; (c) the Artist has not transferred or licensed any interest in the copyright; (d) that the Mural, or a duplicate thereof, has not been accepted for sale elsewhere; (g) the Mural, as installed, will be free of defects in material and workmanship; (h) reasonable maintenance of the Mural will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist; and (i) the Mural will be installed per the approved Final Design Documents.

b. The warranties described in Paragraph a (a), (b), (c), (d) and (e) above shall continue indefinitely, and shall not be subject to any statute of limitations.

c. The TOWN may give notice to LKN Kiwanis and the Artist of any observed breach of the warranties contained in Paragraph a., above, however any such notice shall be given with reasonable promptness. Upon receipt of any such notice, LKN Kiwanis and/or the Artist shall, at no cost to the TOWN, cure promptly the breach of any warranty which is curable and which cure is consistent with professional conservation standards (including, for example, cure by

means of repair the Mural). As used herein “promptly” shall mean within thirty (30) days of receipt of the notice, or if the breach of warranty cannot be cured within thirty (30) days, then within a reasonable time not to exceed sixty (60) days. Notwithstanding the foregoing, if the breach of warranty contained within the notice is of such a nature so as to pose a threat to life or property, then “promptly” shall mean “immediately with all due haste.”

d. The LKN Kiwanis and the Artist acknowledges that the TOWN is intended beneficiary of the warranties made herein, and such warranties shall accrue to the benefit of the TOWN.

ARTICLE 16. INSURANCE. The Artist shall purchase and maintain throughout the term of this contract insurance from an insurance company acceptable to the TOWN and authorized to do business in the State of North Carolina. Such insurance shall include commercial general liability insurance covering bodily injury and property damage in the amount of at least \$1,000,000.00 bodily injury, each occurrence/aggregate, and at least \$1,000,000.00 property damage, each occurrence/aggregate, and at least \$1,000,000.00 bodily injury and property damage combined single limits, each occurrence/aggregate, which insurance includes coverage for contractual liability, personal injury liability and products/completed operations. The TOWN shall be named as an additional insured on all such policies. The Artist shall furnish the TOWN with a Certificate of Insurance which shall contain a provision that the TOWN shall be given thirty (30) days written notice prior to any amendment or termination of the policy by either the insured or the insuring company.

ARTICLE 17. INDEMNITY. To the greatest extent allowed by law the Artist and LKN Kiwanis shall indemnify and hold harmless the TOWN and each officer, agent, and employee of the TOWN from and against any and all claims, losses, costs, damages, expenses, and attorneys’ fees (“Claims”). Additionally, the Artist shall indemnify and hold harmless the TOWN from and against any lien claim of the Artist, its subcontractors, and their respective subcontractors or any claims of copyright or trademark infringement associated with the Mural.

ARTICLE 18. LICENSE. Upon final acceptance of the Mural, the Artist shall grant to the TOWN a nontransferable, non-exclusive license authorizing the TOWN to:

a. Make reproductions and replicas of the Mural, including reproductions for exhibition catalogues, books, slides, photographs, postcards, calendars, magazines, books, news services, provided that the TOWN shall not sell such reproductions without the prior consent of the Artist;

b. Use and display the Mural or any reproductions or replicas of the Mural in advertising, publicity or public service materials for the TOWN, any public agency thereof, or for any event associated with the TOWN or associated with the display of the Mural; and

c. Display the Mural publicly or privately whether or not for charge. The TOWN shall not be obligated to pay any additional fee for such licenses.

ARTICLE 19. VARA PROVISIONS. The Artist acknowledges that removing the Mural from the Site may cause the destruction, distortion, mutilation, or other modification of the Mural. The Artist acknowledges that the TOWN may desire to or be required to remove the Mural. Nevertheless, the Artist consents to the installation of the Mural on the Site even though the installation of the Mural may subject the Mural to destruction, distortion, mutilation, or other modification by reason of removal. The above and foregoing provision is made pursuant to the provisions of the Visual Artist Rights Act, 17 United States Code Section 106A *et seq.* ("VARA") to evidence the intention of the parties to waive the VARA provisions.

ARTICLE 20. REPAIR AND MAINTENANCE. The Town shall reasonably assure that the Mural is properly maintained and protected, taking into account the instructions of the Artist, and shall reasonably protect and maintain the Mural against the ravages of time, vandalism, and the elements. The TOWN shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Mural will be made. All costs of necessary repairs and maintenance as provided by the TOWN shall be paid for by LKN Kiwanis at its sole expense.

ARTICLE 21. NO AGENCY. The Artist shall perform all work done pursuant to this Agreement as an independent contractor and not as an agent or an employee of the TOWN. The Artist shall not be supervised by any employee or official the TOWN, nor shall the Artist exercise supervision over any employee or official of the TOWN.

ARTICLE 22. WAIVER. No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 23. GOVERNING LAW. This Agreement, regardless of where executed or performed, shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina, excluding any choice of law rule which would select the application of the law of another jurisdiction.

ARTICLE 24. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit the TOWN, LKN Kiwanis and the Artist and their respective successors and assigns as permitted under this Agreement.

ARTICLE 25. ASSIGNMENT. This Agreement may not be assigned without the prior written approval of the TOWN.

ARTICLE 26. NON-DISCRIMINATION. In connection with the performance of this Agreement, the Artist shall not discriminate against any employee, applicant for

employment or program participant because of race, religion, color, sex, national origin, disability, or handicap.

ARTICLE 27. AMENDMENTS. This Agreement may only be amended by written amendments signed by all of the Parties.

ARTICLE 28. TERMINATION DUE TO EVENT OF DEFAULT. In addition to the termination provisions set forth above, if either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have five (5) days after receipt of the notice to cure default. If it is not cured, then this Agreement shall terminate. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs and other work products prepared or submitted or prepared for submission by the Artist under this Agreement shall at the TOWN's option become its property, and the right, but not the obligation, to fabricate or execute the Mural shall pass to the TOWN. The Artist shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of this Agreement by the Artist,. In the event that the Agreement is terminated due to uncured default by the Artist, LKN Kiwanis shall restore the Site to its original form at its sole expense not later than 30 days from the end of period to cure.

ARTICLE 29. OTHER REMEDIES. The specification of remedies in this agreement shall not be deemed to be exclusive. The TOWN and LKN Kiwanis retains the right to pursue any remedy available for defective or delayed performance, including specifically the right to set off any damages for defective or delayed performance against any sum due the Artist under this agreement.

ARTICLE 30. NOTICES. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, at the following addresses or such other address as specified in writing from time to time by the party receiving notice:

- a. if to The Kiwanis Club of Lake Norman, to:

P.O. Box 2543
Cornelius, NC 28031

- b. if to the Artist, to:

Julie Anna Kaufman
8812 Glenside Street
Huntersville, NC 28078

- c. if to the TOWN, to:
Michael Jaycocks
Huntersville Parks and Recreation Director
Town of Huntersville
PO Box 664
Huntersville, NC 28070
(704) 948-6020 (fax)

ARTICLE 31. TIME IS OF THE ESSENCE. Time is of the Essence with respect to the obligations of the parties hereunder.

ARTICLE 32. DUPLICATE ORIGINALS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

ARTICLE 33. MERGER. This Agreement reflects and contains the entire and only agreement between the parties relating to the subject matter herein, and as such supersedes all negotiations, commitments, undertakings and agreements, whether oral or otherwise.

ARTICLE 34. MISCELLANEOUS.

a. Artist, 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.

b. With the execution hereof, Artist 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

KINWANIS LAKE NORMAN

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ARTIST:

Julie Anna Kaufman

TOWN OF HUNTERSVILLE

(TOWN Seal)

By: _____
John Aneralla, Mayor

ATTEST:

TOWN Clerk

APPROVED AS TO FORM:

TOWN Attorney



**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 17, 2021

Subject: Swim Club Management Contract Amendment

EXPLAIN REQUEST:

Swim Club has requested that since the pandemic has prevented their managing the HFFA facility fully opened for at least one year during the pandemic, that a year be added to the term of their contract. The attached contract amendment adds one year to the term, such that upon approval, the contract will end June 30, 2024. (*Jackie Huffman*)

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. First Amendment to Swim Club Agreement

FIRST AMENDMENT TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR SERVICES (the "First Amendment") is made as of this _____ day of _____, 2021, by and between **Town of Huntersville**, a municipal corporation organized under the law of the State of North Carolina and politic (the "Town"), and **Swim Club Management Group of Charlotte, Inc.**, (the "Contractor").

R E C I T A L S

A. Town and Contractor are parties to that certain Revised Contract for Services dated March 19, 2019 (the "Contract"), regarding management of the Huntersville Family Fitness and Aquatic Center (the "HFFA") as more fully described in the Contract.

B. Town and Contractor desire to amend the Contract to amend the Term as more specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein by this reference. All capitalized terms used in this First Amendment without separate definition shall have the same meanings assigned to them in the Contract.

2. Paragraph 1 of the Contract shall be amended by deleting the same in its entirety and inserting in lieu thereof the following:

1. Obligations of Contractor – The Contractor agrees to fully, timely and properly provide full and complete management of Huntersville Family Fitness and Aquatic Center ("HFFA") including programming; staffing; marketing; scheduling; billing; collecting; daily financial reporting in accordance with applicable legal requirements and instructions of Town CFO; managing ongoing maintenance and repairs of the HFFA facilities; and long-range planning and other services necessary for the management of HFFA. Without limiting the generality of the foregoing, Contractor shall provide all services as more particularly described in the Scope of Work document attached to the Contract and incorporated herein by reference as Attachment A (all such services provided referred to herein as the "Services").

The term of this Contract shall be **from September 5, 2017 through June 30, 2024 (the "Term ")**, unless otherwise terminated under the terms of this Contract ("Year 1" means September 5, 2017 - June 30, 2018; "Year 2" means July 1, 2018- June 30, 2019; "Year 3" means July 1, 2019 - June 30, 2020; "Year 4" means July 1, 2020 - June 30, 2021; "Year 5" means July 1, 2021 - June 30, 2022; "Year 6" means July 1, 2022 - June 30, 2023; "Year 7" means July 1, 2023 – June 30, 2024. A year of the Term may also be referred to as a "Term Year").

After Year 7 and following, this Contract shall continue to renew for additional one-year terms running from July 1 through the next June 30 (a fiscal year), hereinafter a "Renewal Year," with the Management Fee being increased three percent (3%) for each Renewal Year, unless and until (i) either party delivers to the other party a written termination on or before October 1 of Year 7, or the then current Renewal Year, or (ii) this Contract is otherwise terminated pursuant to the terms contained herein. During any Renewal Year of the Contract, the terms, conditions, and provisions set forth in this Contract shall remain in full effect. For further clarity, Year 7 begins on July 1 of 2023 and ends on June 30, 2024. The first Renewal Year, "Renewal Year 1," would begin on July 1, 2024 and end on June 30, 2025. The second Renewal Year would begin on July 1, 2025 and end on June 30, 2026. As an example of a termination pursuant to subparagraph (i) above, if either party to this Contract did not want this Contract to renew for Renewal Year 1, a written termination would have to be delivered to the other party on or before October 1 of Year 7, which would be October 1, 2023. As a second example, if either party did not want this Contract to renew for Renewal Year 2, a written termination would have to be delivered to the other party on or before October 1 of Renewal Year 1, which would be October 1, 2024.

This Contract does not grant the Contractor the right or the exclusive right to provide specified services to Town, but does allow for Contractor to exclusively provide the management services described herein at HFFA. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the Town.

The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and, if required by law, licensed to provide the Services; (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar Services under similar conditions; (iii) it possesses sufficient experience, personnel, and resources to provide the Services; (iv) it shall provide the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (v) its reports, if any, shall be complete, accurate, and unambiguous.

3. Paragraph 2(a) of the Contract shall be amended by deleting the same in its entirety and inserting in lieu thereof the following:

a. Management Fees. Management fees are as follows and shall be payable to Contractor in equal monthly installments:

- | | | |
|------|--|-------------|
| (i) | Management Fee- Year 1
(September 5, 2017-June 30, 2018)
(pro rata share \$58,500/year management fee) | \$48,082.00 |
| (ii) | Management Fee Year 2 | \$60,255.00 |

	(July 1, 2018 - June 30, 2019) (3% increase)	
(iii)	Management Fee Year 3	\$62,062.65
	(July 1, 2019 - June 30, 2020) (3% increase)	
(iv)	Management Fee -Year 4	\$125,000.00
	(July 1, 2020 - June 30, 2021) (3% increase)	
(v)	Management Fee Year 5	\$128,750.00
	(July 1, 2021 - June 30, 2022) (3% increase)	
(vi)	Management Fee Year 6	\$132,612.50
	(July 1, 2022 - June 30, 2023) (3% increase)	
(vii)	Management Fee year 7	\$136,590.87
	(July 1, 2023 – June 30, 2024) (3% increase)	

In the event this Contract is renewed as specified in Section 1, the Management Fee for Year 8 and beyond shall increase by 3% each year.

4. Paragraph 2(c) of the Contract shall be amended by deleting the same in its entirety and inserting in lieu thereof the following:

c. Annual Performance Compensation. Town and Contractor agree that in addition to the Management Fee, for any Term Year or Renewal Year in which Contractor achieves the Annual Performance Compensation Requirements, Contractor shall receive Annual Performance Compensation based on the following formula:

i. For Year 1:

\$61,550.46. Both parties acknowledge and agree that for Year 1, the Contractor has earned and has been paid the Annual Performance Compensation.

ii. For Years 2 and 3:

\$265,000.00 provided that HFFA is operated within the expense in the HFFA budget approved by the Town Board of Commissioners, as amended.

iii. For Years 4 and beyond:

Excess Revenues shall mean the amount by which the actual Revenues are Over (Under) actual Expenditures as depicted on the "Schedule of Revenues and Expenditures - Budget and Actual (Non-CAAP), Schedule F-2", of the Town's *Comprehensive Annual Financial Report* for a term Year or Renewal Year. By way of example, see "Schedule of Revenues and Expenditures- Budget and Actual (NON-GAAP)" for fiscal year ending June 30, 2018, attached hereto as Exhibit 3, which shows negative Excess Revenues in the amount of \$407,243.00. When determining Excess Revenues, any funds received from the State or Federal Government through H.R. 7010 (the Paycheck Protection Program Flexibility Act of 2020, H.R. 1319 (the

American Rescue Plan Act of 2021), or similar program shall not be calculated in determining Contractor's revenue.

Contractor shall receive Annual Performance Compensation for Year 4 and beyond equal to fifty percent (50%) of all positive Excess Revenues. As an example, if Excess Revenues equal \$300,000.00, Contractor would receive Annual Performance Compensation in the amount of \$150,000.00.

Any Annual Performance Compensation earned by Contractor as detailed above in this section 2 shall be paid to Contractor not later than November 1 following the end of the Term Year or Renewal Year for which such Annual Performance Compensation is owed.

5. Except as specifically modified in this First Amendment, all of the terms and conditions of the Contract shall remain in full force and effect and are hereby incorporated herein. In the event of any inconsistency between the terms of this First Amendment and the terms of the Contract, the terms of this First Amendment shall control. This First Amendment shall be construed and enforced in accordance with the laws of the State of North Carolina and shall be binding upon the successors and assigns of the parties hereto.

6. This First Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all such counterparts will constitute one First Amendment. To facilitate execution and delivery of this First Amendment, the parties may execute and exchange counterparts of the signature page by facsimile. The signature of any party to any counterpart may be appended to any other counterpart.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

TOWN OF HUNTERSVILLE

By: _____
Anthony Roberts, Town Manager

ATTEST:

Janet Pierson, Clerk to the Board

SWIM CLUB MANAGEMENT GROUP OF CHARLOTTE, INC.

_____(SEAL)
_____, _____

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Emily Sloop, Town Attorney

Date: May 17, 2021

Subject: New Town Hall Design-Build Project.

EXPLAIN REQUEST:

The Town has completed the RFQ process for selecting a Design-Builder for the new Town Hall project and now proposes to enter into a Preliminary Services Agreement for pre-construction and design services for the Project.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution to Approve Preliminary Services Agreement with Design-Builder
2. New Town Hall Preliminary Agreement 5-11-21
3. New Huntersville Town Hall Design-Build Scope of Services 05-11-2021 (Exhibit C)



**RESOLUTION TO APPROVE PRELIMINARY SERVICES AGREEMENT
WITH EDIFICE, LLC FOR PRE-CONSTRUCTION AND DESIGN SERVICES
FOR NEW TOWN HALL PROJECT**

WHEREAS, the Town of Huntersville (the “Town”) proposes to enter into a pre-construction and design services agreement (“Preliminary Services Agreement”) for a new Town Hall (the “Project”) with Edifice, LLC (the “Design-Builder”); and

WHEREAS, pursuant to N.C.G.S. § 143-128.1A(b), on February 1, 2021 the Town of Huntersville Board of Commissioners (the “Board”) established and approved written criteria used for determining the circumstances under which the design-build method is appropriate for a project;

WHEREAS, on February 1, 2021, the Board determined that the design-build method is appropriate for the Project;

WHEREAS, pursuant to N.C.G.S. § 143-128.1A(c), the Town issued a public notice and request for qualifications (the “RFQ”) for a design-builder for the Project; and

WHEREAS, following an evaluation of the statements of qualifications provided in response to the RFQ, the Design-Builder was ranked as the most highly qualified by Town staff.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves the Preliminary Services Agreement with Edifice, LLC as attached hereto and incorporated herein.
2. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effectuate the provisions of this Resolution, including signing the Agreement and any related documents.
3. This Resolution shall be effective as of the date its adoption.

Adopted this _____ day of _____, 2021.

ATTEST:

TOWN OF HUNTERSVILLE

Janet Pierson, Town Clerk

John Aneralla, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney



Project:

Huntersville Town Hall

Site Location:

14605 South Old Statesville Road
Huntersville, NC 28078

PRELIMINARY AGREEMENT WITH DESIGN-BUILDER

This preliminary agreement for pre-construction and design services, and all exhibits, (collectively this "Agreement") is entered into this _____ day of _____, 2021 _____ by and between the **Town of Huntersville**, a municipal corporation of the State of North Carolina, (the "Town") and **Edifice, LLC** located at 4111 South Blvd. Charlotte, NC 28209 (the "Design-Builder").

WITNESSETH:

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

1. **Scope of Preliminary Services.** Consistent with applicable state licensing laws and subject to the Town's project criteria as shall be provided to Design-Builder, Design-Builder agrees to provide pre-construction and design services (the "Preliminary Services"), including, but not limited to, the preparation of schematic design documents for the Town in accordance with the Design-Builder's Scope of Work attached hereto and incorporated herein as Exhibit C. The schematic design documents shall include design criteria, drawings, diagrams, and specifications setting forth the requirements of the Project.
2. **Fees:** The fees for the Preliminary Services to be completed by the Design-Builder pursuant to this Agreement shall be a fixed lump sum of \$960,000 dollars and zero cents (the "Fees"). A summary of the Fees for the Preliminary Services is included in Exhibit C. The Fees shall be the full compensation due to Design-Builder for the performance of all Preliminary Services set forth in this Agreement.
3. **Procedure for Payment.** Design-Builder shall submit monthly requests for progress payments ("Invoices") to the Town no later than the 30th day of every month. Preliminary Services shall be billed for based upon Design-Builder's actual percentage of total services completed during the invoice period. The Invoices shall detail the scope of the Preliminary Services that are being billed for during the invoice period, the amount billed to date, and the remaining amount to be billed under the Agreement. The Town shall make payment of undisputed Invoices within thirty (30) days after Town's receipt of each properly submitted invoice.
4. **Date of Commencement.** Design-Builder shall commence performance of the Preliminary Services set forth in this Agreement within five (5) days of Design-Builder's receipt of the Town's Notice to Proceed ("Date of Commencement").
5. **Time for Completion.** Design-Builder shall complete the Preliminary Services no later than three hundred and sixty-five calendar days after the Date of Commencement.

6. Proposal. Upon completion of the Preliminary Services, including, but not limited to, the preparation of schematic design documents and any other basis of design documents upon which the parties may agree, the Design-Builder shall submit a proposal (the "Proposal") to the Town for the design and construction of the Project. At a minimum, the Proposal shall include:
 - a. a proposed contract price for the design and construction of the Project in the form of the Cost of the Work plus Design-Builder's Fee with a Guaranteed Maximum Price (the "GMP");
 - b. a schedule and date of "Substantial Completion" of the Project upon which the contract price for the Project is based; and
 - c. the time limit for acceptance of the proposal.
7. Review of Proposal. Design-Builder will meet with the Town to discuss and review the Proposal, as may be revised by the Design-Builder, or upon the written request of the Town, to cure inaccuracies or inconsistencies in the information presented. Design-Builder's Preliminary Services shall be deemed completed upon meeting with the Town to discuss the Proposal and making any necessary revisions to the Proposal.
8. Ownership of Work Product. All drawings, specifications, and other documents and electronic data furnished by Design-Builder to the Town under this Agreement (the "Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents whether furnished electronically or in paper hard copies. Upon Design-Builder's completion of the Preliminary Services as described in clause seven (7) of this Agreement, if the Town fails to execute a contract with Design-Builder to complete the design and construction of the Project and proceeds to design and construct the Project through its employees, agents, or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, shall transfer all ownership and property interests, including but not limited to, any intellectual property rights, copyrights and/or patents, in the Work Product to the Town at no additional cost. Such transfer is conditioned on the Town's use of the Work Product at its sole risk without liability or legal exposure to Design-Builder. Notwithstanding clause five (5) of the Town's Standard Terms and Conditions attached hereto and incorporated herein as Exhibit A, the Town agrees to defend, indemnify, and hold harmless the Design-Builder from and against all claims, damages, liabilities, losses and expenses, including attorney's fees, arising out of or resulting from the use of the Work Product.
9. Historically Underutilized Businesses (HUB). It is the policy of the Town to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
10. Insurance. Design-Builder shall be required to purchase and maintain, during its performance under this agreement, insurance coverage as shown on Exhibit B, which is attached hereto and incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, and if required by Exhibit B, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
11. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Agreement. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

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

Design-Builder

Town of Huntersville

Name:

Name of Design-Builder (type or print)

Town Manager

By:

(Signature)

Attest: _____
Town Clerk

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance.** Design-Builder's acknowledgment of the terms of this Agreement constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Agreement that deal with the same subject matter as this Agreement, and (iv) any other terms and conditions of a written agreement signed by Design-Builder and the Town that deals with the same subject matter as this Agreement (collectively, the "Agreement Documents"). The terms and provisions set forth in the Agreement Documents shall constitute the entire agreement between Design-Builder and the Town with respect to the "Preliminary Services" as described in the Agreement Documents. The agreements set forth in the Agreement Documents are sometimes referred to herein as the "Agreement." In the event of any conflict between any terms and conditions of the Agreement Documents, the order of precedence shall be: 1) the Preliminary Agreement; 2) Exhibit A; 3) Exhibit B; and 4) Exhibit C. No additional or supplemental provision or provisions in variance herewith that may appear in Design-Builder's quotation, acknowledgment, invoice, or in any other communication from Design-Builder to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Agreement Documents, and such provisions are superseded by the terms and conditions stated in the Agreement Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement.** These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Design-Builder and supersede all previous communications, either written or verbal with respect to the subject matter of this Agreement.
3. **Changes, Additions, Deletions.** No changes, additions, deletions, or substitutions of scope of services, specifications, terms and conditions, commencement date, fees, charges, or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties.** The Design-Builder is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Design-Builder. The Agreement shall not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Design-Builder and the Town. Employees of the Design-Builder shall remain subject to the exclusive control and supervision of the Design-Builder, which is solely responsible for their compensation.
5. **Indemnification.** To the greatest extent allowed by the law, the Design-Builder shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, and attorneys' fees ("Claims"). In the event that any portion of the Preliminary Services performed under the Agreement shall be defective in any respect whatsoever, the Design-Builder 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. To the greatest extent allowed by law, the Town shall indemnify, hold harmless, and defend Design-Builder and any of Design-Builder's officers, directors, and employees from and against Claims to the extent resulting from the negligent acts or omissions of the Town or its agents, employees, and assigns.
6. **Invoices and Payment Terms.** The Design-Builder must certify that the Preliminary Services represented in the Design-Builder's requests for progress payments ("Invoices") has been completed in accordance with the Agreement Documents, and certify that the Invoices are

appropriate for payment before the Town shall be obligated to make such payment to the Design-Builder. If any Invoice is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Design-Builder within five days of receipt of the certified invoice and shall pay all undisputed amounts therein.

7. **Anti-Discrimination.** During the performance of the Agreement, Design-Builder shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Agreement's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.
8. **Insurance.** The Design-Builder shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Design-Builder shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Agreement Documents prior to the commencement of any work under the Agreement and agrees to maintain such insurance until the completion of the Agreement. Such certificates of insurance shall be considered part of the Agreement.
9. **Applicable Laws and Courts.** All Town Agreements for services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Agreement, 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 Design-Builder represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.
10. **License Requirement.** If applicable, the Design-Builder must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Design-Builder will be responsible for providing properly qualified, licensed (if required) personnel to complete the Preliminary Services in accordance with the standard of care ordinarily used by members of the Design-Builder's profession practicing under similar circumstances and at the same time in Mecklenburg County.
11. **Strict Compliance.** The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
12. **Assignment.** Design-Builder may not assign, pledge, or in any manner encumber Design-Builder's rights under this Agreement or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
13. **General Provisions.** The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
14. **Warranties.** The Design-Builder warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Preliminary Services outlined in this Agreement and any attached specifications. Design-Builder warrants that all Preliminary Services delivered hereunder will be free from defects in workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished with the Town's project criteria. Design-Builder warrants that all Preliminary Services will be performed in a professional and workman like manner in accordance with best industry practices.

15. **Default.** The Town may terminate the Agreement, in whole or in part, immediately and without prior notice upon breach of the Agreement by the Design-Builder. 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, Preliminary Services substantially similar to those so terminated.
16. **Termination for Convenience.** The Town shall have the right, without assigning any reason therefore, to terminate any work under the Agreement, in whole or in part, at any time at its complete discretion by providing 7 days' notice in writing from the Town to Design-Builder. If the Agreement is terminated by the Town in accordance with this paragraph, the Design-Builder will be paid in an amount which bears the same ratio to the total compensation as does the Preliminary Services actually delivered or performed to the total originally contemplated in the Agreement. The Town will not be liable to the Design-Builder for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Agreement.
17. **No Third-Party Beneficiaries.** There shall be no intended nor incidental third-party beneficiaries of this Agreement.
18. **Valid Contract for Services.** In order for an Agreement for Preliminary Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
19. **Verification of Work Authorization.** Design-Builder 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.
20. **Iran Divestment List.** With the execution hereof, Design-Builder, 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.
21. **Availability of Funds.** Any and all payments to the Design-Builder are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this Agreement. Upon written request by the Design-Builder, the Town shall provide proof of funds to cover the Preliminary Services Agreement Fees.
22. **Severability.** If any provision of this Agreement is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
23. **Companies that Boycott Israel.** With the execution hereof, Design-Builder, 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.

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

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

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

If applicable to Design-Builder, Design-Builder shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance.

b. **Comprehensive General Liability Insurance**

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

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

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

c. **Deductible**

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

d. **Other Insurance**

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

e. **Proof of Carriage**

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

**Exhibit C – Scope of Preliminary Services
New Huntersville Town Hall
Design-Build Scope of Services
May 11, 2021**

DESIGN-BUILD SERVICES

Phase I – Design & Preconstruction Services (From May 2021 to May 2022):

Scope of services will include but not be limited to the following activities:

- Architectural services and design coordination by Creech & Associates
- Civil-Site Engineering and Landscape Architecture by Dewberry
- Structural Engineering by Stewart Engineering
- Mechanical, Electrical, and Plumbing Engineering by Optima Engineering
 - Add options for IT/Telecom & Data, Security, and Audio Visual
- Preconstruction Services by Edifice

Project Kickoff

- Conduct a kickoff and team introductory meeting with all project stakeholders
- Establish a meeting schedule to provide updates on project progress and needs
 - Update Meetings will be held at least twice monthly as a means of regular, periodic communication throughout design and construction
 - i.e., 1st and 3rd or 2nd and 4th days of the month
- Establish project goals, needs, timeframes
- Establish the Project Team
- Establish project collaborative platform for the project team to utilize and share information

Programming and Space Needs Study

- Establish the Advisory Committee to serve as the client representative
- Work with the Advisory Committee and department heads to conduct a space needs assessment including staff surveys, interviews, workflow observations, benchmarking, forecasting growth, and ultimately a program of spaces to inform plan diagrams.
- Generate multiple massing studies that illustrate the urban relationship of the new and existing building to the plaza, streetscape, and parking structure.
- Generate multiple plan diagrams at the category level to define the public and user group areas within the plan
- Facilitate a public charrette with opportunities for community engagement and feedback.
- Develop a project schedule with design milestones, budget milestones, authorities having jurisdiction review and approvals, owner activities, and high-level construction activities and milestones

Schematic Design

- Refine the selected plan diagram into preliminary floor plans at the space level
- Precedent study of aesthetic options for the facade
- Exterior renderings of the design from multiple angles
- Facilitate a public charrette with opportunities for community engagement and feedback.
- Design narratives from each consultant describing the anticipated systems
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Quantity takeoff and unit cost pricing

- Schematic design estimate
- Cost savings review and workshop with owner and designer
- High level constructability review

Design Development

- Final floor plan and ceiling plan design
- Precedent study of interior finishes
- Visioning of interior spaces
- Consultant coordination of building infrastructure and systems
- Refinement of building exterior and sections
- Preliminary reviews with the relevant AHJs
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Product and system analysis with recommendations
- Quantity takeoff
- Solicit key trades for current market pricing
- Design development estimate
- Facilitate estimate review meeting and refine the estimate based on team comments
- Cost savings review and workshop with owner and designer
 - Analyze products and building systems and make recommendations

Construction Documents

- Final resolution of construction details
- Final selection of interior finishes
- Specific locations of devices (outlets, data, AV, etc.)
- Site utility coordination
- Submit construction documents for review and approval by all applicable Authorities Having Jurisdiction (AHJs)
 - Town of Huntersville, Mecklenburg County, Charlotte Water, State of North Carolina, etc...
- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Constructability review and verification of Design Development Constructability review items
- Design quality control and/or VE workshop with owner and designer
- Phasing and site logistics plan
- Milestone construction schedule
- Cost savings review and workshop with owner and designer
- Perform quality control review of construction documents
- Provide cost estimate based on 95% CD's
- Conduct estimate review meeting and refine cost estimate based on feedback
- Create, discuss, and finalize a list of Formal and Informal Trade Packages

Prequalification of Trade Contractors

- Establish a Prequalification Committee to review, approve, and finalize prequalified trade contractors
- Establish a prequalification process to ensure that all Town of Huntersville policies are adhered to and project-specific criteria is included
- Invite Trade Contractors, Minority, Local, and others to participate in the Prequalification process
- Tailor bid packages for the benefit of the project in terms of available resources and funding
- Advertise trade package opportunities for those interested in prequalifying to bid the project
 - Occurs at end of Design Development and/or beginning of Construction Documents

- Edifice will work with the Town of Huntersville on the Prequalification process making sure all Town policies are followed and project specific criteria is included
- Outreach Sessions will be held to help advertise and promote interest in the project
- Describe prequalification process at Outreach Sessions
- The Town of Huntersville and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with the North Carolina bidding standards
- All Town of Huntersville requirements for MWBE or HUB participation will be followed
- Get approval from Town of Huntersville for recommended prequalified bidders
- Only allow prequalified trade contractors to bid the project

Public Bid Process

- Advertise the project for bid to all prequalified trade contractors
- Create a Bid Package Manual outlining scopes of work for each trade package and instructions to bidders applicable to the New Huntersville Town Hall project
- Conduct an open, competitive public bid process for all trade packages
- Offer and provide MWBE and/or HUB firms assistance during the bidding phase
- Provide feedback to any unsuccessful bidders
- Notify Prequalified Bidders of pre-bid meeting and bid date
- Conduct Pre-Bid meeting
- Hold the bid opening in a public location at a Town of Huntersville facility.
- Edifice-Creech will work in concert with Town of Huntersville and the Designers on all the necessary requirements related to the bid opening
- G.S. 143-129 Procedure for Letting of Public Contracts will be followed
- All Town of Huntersville requirements for MWBE and/or HUB participation will be followed
- Post Bid meetings with all apparent low, responsive, responsible trade contractors will be held to determine the authenticity and accuracy of bids
- Award 1st Tier Contracts
- Report Actual MWBE and/or HUB participation vs. Goals

Guaranteed Maximum Price

- Once Post Bid Meetings are finalized and apparent low bidders are determined, a Guaranteed Maximum Price (GMP) Proposal will be put together

Contract

- DBIA Contract
- The value of Design and Preconstruction Services will be the initial contract value. Construction services will be added when the Guaranteed Maximum Price is determined.

Schedule Milestones

- Design start May 2021
- Bidding Early Trades – Site, Steel, Concrete March-April 2022
- Construction Start April 2022
- Bid Remaining Trade Packages May 2022
- Vertical Construction July 2022
- Substantial Completion & Occupancy June 2023
- Final Completion August 2023



Phase II Construction Services to be added later and will include all construction management and administrative services by the Design-Build Team

Design and Preconstruction Services Fees

- We propose a lump sum Design-Build Services fee for tasks outlined above, to cover all Design and Preconstruction activities of Nine Hundred Sixty Thousand Dollars (\$960,000.00). Design and Preconstruction Services have been based on the proposed budget of plus or minus \$13,000,000 for the design and construction costs of the New Town Hall Building.
 - Potential Design and Construction Costs:

▪ Construction of Site, Structure/Shell, Finishes		\$11,560,000
▪ Design & Construction Contingency – 3%		<u>\$346,800</u>
	Subtotal	\$11,906,800
▪ Design Fee – 8.06%		\$960,000
Forecasted Total Design & Construction		\$12,866,800
 - Other projected costs by the Town of Huntersville

▪ Furniture, Fixtures, and Equipment		\$460,000
▪ Subsurface Geotechnical Testing & Investigations		\$35,000
▪ Topographic & Existing Conditions Survey		\$15,000
▪ Commissioning		\$25,000
▪ Construction Materials Testing & Special Inspections		\$60,000
▪ IT/AV/Security Design & Installation		\$175,000
▪ Owner Contingency		<u>\$357,204</u>
Potential Total Project Cost/Budget		\$13,994,004
- The Design and Construction cost of + or - \$13 million has been based on utilizing portions of the building as “Shelled” space for future growth/use by the Town. Edifice-Creech will work with the Town on programming to allow for as much finished space as possible for current staff needs with the budget in mind.
 - Square footage goals are 35,000 to 40,000 SF of Shell or Structure space which includes room for growth and 27,000 SF + or – of finished or upfitted space for Town’s current needs.
- The following is a breakdown of those Design and Preconstruction Services:

○ Programming/Conceptual Design	5.62%	\$54,000
○ Schematic Design Documents	16.88%	\$162,000
○ Design Development Documents	16.88%	\$162,000
○ Construction Documents and Permitting	49.50%	\$475,200
○ Preconstruction Services and Bidding for all items above	11.12%	<u>\$106,800</u>
Total Design & Preconstruction Services		\$960,000
- Additional Services will be billed out at mutually agreeable rates agreed upon by the Town of Huntersville and Edifice. Time for additional design and preconstruction services will be estimated based on the rates agreed to between Edifice and their designers which will ultimately be approved by the Town. Edifice’s Preconstruction rates are shown in the attached breakdown of Preconstruction Services.
 - Reimbursables are included in the design fees.

Clarifications

- Services not included in the Design, Preconstruction, and eventually Construction, will be costs over and above what is projected as the cost of Design and Construction and will be by the Town or others as follows:
 - Surveying – Topographic, boundary, or otherwise
 - Design of road work or widenings on Gilead Road and/or Highway 115 (S Old Statesville Road)
 - Geo Technical investigations, soil borings, analysis, or reports
 - Construction Materials Testing and Special Inspections
 - Minimum Commissioning required by the North Carolina Building Code
 - Furniture, Fixtures, and Equipment
 - Owner Contingency
 - Re-design or re-building or improvements to any existing storm retention or detention systems. Thought is that existing systems will be tied into and adequate for the New Town Hall
 - Tap, Impact, or Development Fees are by the Town
 - Costs associated with bringing additional utilities to the site. We are planning to design and construct utilities (power, water, gas, cable, etc...) from mains that presently run along both roads near the site.
 - IT/Data/Structured Cabling, Audio Visual, Cable TV & Security Systems will be designed and installed by the Town of Huntersville. Edifice will coordinate with the Town's staff and vendors in the implementation of this work into the design and construction.
 - Site lighting design and fixtures have not been included. Lighting on the outside of the building will be included. We advise that an allowance be established for any lighting for the plaza in front of the building as we have no way to measure that need and impact at this time.
 - Fire Flow testing for the Fire Sprinkler System will be conducted by the Town.
 - Plan Review and Permitting Fees will be included as an allowance
 - LEED or Green Building Design and Certifications are not included
 - Graphic Design or Graphics packages
 - Irrigation system will be included in the budget as an allowance. This system will be Design-Build by the Irrigation/Landscape Subcontractor
 - Construction Management by Edifice and Construction Administration by Creech and their consultants are a part of the cost of work and will included in the Guaranteed Maximum Price (GMP) for construction services.

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 17, 2021

Subject: Filing Fees for 2021 Election

EXPLAIN REQUEST:

As outlined in General Statute §163-294.2(e), the filing fees for Mayor and Town Commissioners are determined by the governing board.

The filing fees for Huntersville in 2019 were as follows:

Mayor - \$10

Board of Commissioners - \$5

ACTION RECOMMENDED:

Set Filing Fees

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Janet Pierson, Town Clerk

Date: May 17, 2021

Subject: Approval of Minutes

EXPLAIN REQUEST:

In reviewing past minutes, it came to my attention that the minutes of the October 19, 2020 Regular Town Board Meeting were never put on a subsequent agenda for approval. I have the audio file and the meeting is still available on Facebook if you have any questions concerning the minutes.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 101920DraftForBoard1

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**October 19, 2020 (Virtual)
6:00 p.m. – Hosted From Huntersville Town Hall**

PRE-MEETING

None

**REGULAR MEETING (VIRTUAL)
TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners (Virtual) was hosted at the Huntersville Town Hall at 6:00 p.m. on October 19, 2020.

GOVERNING BODY MEMBERS VIRTUALLY PRESENT: Mayor Aneralla; Commissioners Melinda Bales, Dan Boone, Brian Hines, Lance Munger, Commissioner Phillips and Nick Walsh.

Mayor Aneralla stated this meeting is being held both in person at the Huntersville Recreation Center on Verhoeff Road as well as livestreamed on Facebook Live. The Board of Commissioners are participating remotely. The public has been invited to attend and comment during the public comments or during any of the public hearings (1) in person at the Huntersville Recreation Center or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. today. The public may also submit comments by e-mail to the Town Clerk at jpierson@huntersville.org.

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a moment of silence.

Mayor Aneralla led the Pledge of Allegiance.

Mayor Aneralla

- Colonial Pipeline was going to provide an update in the Pre-meeting, but the Board wanted also to be able to ask questions and they were not willing to do that at this time. Hopefully they will provide an update at the next meeting.
- Mayor's Luncheon is tomorrow.
- Next meeting of the Metropolitan Transit Commission is October 28.

Commissioner Bales

- Lake Norman Economic Development Corporation is currently working on 30 projects, 14 of which are in Huntersville.

Mayor Aneralla requested Commissioner Bales request that Ryan McDaniels provide update on where those projects are in the process.

Commissioner Boone

- Provided update on Lake Norman Chamber of Commerce events.
- Next virtual meeting of the Huntersville Ordinances Advisory Board is November 5.
- Huntersville Police Department is continuing to do their Podcast.
- Congratulated Lt. Brian Vaughan on his promotion to Captain.

Commissioner Hines

- Provided update from the Charlotte Regional Transportation Planning Organization. Next meeting is this Wednesday.

Commissioner Munger

- Reminded everyone that October is Breast Cancer Awareness month.
- Met with Cub Scout Pack 19 for a Q&A session last Monday.
- Attended the Centralina Regional Council Board of Delegates last week.
- Early voting started on October 15 and goes until October 31.
- Consider donating to local non-profits.

Commissioner Phillips

- Toured the Emergency Operation Center last week.
- Two of the North Mecklenburg early voting sites have had the highest turnout out of the 33 early voting sites.

Commissioner Walsh

- Provided update on upcoming Parks & Recreation meetings.
- Provided update from Visit Lake Norman.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Dr. Michael Brennan was scheduled to speak on Ocular/Melanoma/Columbia Genome Sequencing, but has having problems connecting to the meeting.

Commissioner Bales provided update on the LNEDEC projects. The Town is a finalist for one, we have three visits and ten first contacts.

While waiting for Dr. Brennan to establish connection to the meeting, the Mayor proceeded with other public speakers.

Jim Fletemier, 209 Hillcrest Drive, said I wanted to speak because I'm a little worried about a three-word catchphrase. Not a particular catchphrase, but the fact that this entire decision that's going to shape the very future of downtown Huntersville seems to be getting distilled down to who has the best three-word catchphrase. Are we "rooftops bring retail" or are we "save downtown Huntersville," or the one that's really got me terrified "it's just politics." I wanted to give you folks my own three-word catchphrase and that is simply this "why would you." Why would you call a development a Town Center development when 245' feet of it fronts Town Center and over 80 percent of the frontage is in this

single-family residential neighborhood or a mature forest, one of the last true mature deciduous forests inside Huntersville. Why would you call that the Town Center. Why would you push forward with a development, a rezoning, when in fact according to the words of the attorney of the developer herself, you don't need the rezoning in order to have the commercial and restaurant and retail that we all want downtown. Why would you take people who are against the wrong development and characterize them as people that are against development in order to overlook their views. Why would you potentially ignore the CMS report that said one school will be over 141 percent capacity if this goes through. Why would you ignore the traffic that goes by that intersection on a day-to-day and minute-by-minute basis and conveniently forget to realize that they're just not stopping because there's nothing there to make them stop and people do not stop for apartments. This has been really upsetting for me. I've lost a lot of sleep. But I have to say I feel better now because I realize that when that was my catchphrase "why would you," I realized that you wouldn't. I have more faith in you than that. We have more faith in you than that. And why would you view your constituents as an obstacle to overcome rather than a voice to listen to. I don't think you would. Why would you.

Rick Ranson, 214 Greenway Drive, said in a recent interview David Dupree characterized the critics of North State's plan for downtown development as whiskey bent and hell bound against any development and said that North State would simply state the facts and let the chips fall where they may. Facts are a very good beginning. I can't speak to Mr. Dupree's sobriety, but the fact is North State is the one who is clearly hell bound to develop this project. I understand the elementary math of monthly months that they make every month why they would be in favor of it. And it's obvious as why the Town planners are so hell bound to ignore the obvious problems with this project. First fact, the project violates the recommendations and the conclusions of the Town's 2030 Plan for downtown. That 2030 Plan clearly stipulates infrastructure should precede development of the downtown region. The plan states directly, unequivocally that the road should be built first, put in sufficient sewer, wastewater run-off provisions before putting in any development downtown. The fact is the North State proposal contradicts the details of the 2030 Plan, violates the spirit of what earlier elected leaders stressed. Second fact, this rezoning project before you is the most contentious and controversial since the I-77 toll fiasco a few years back. A lot of elected officials in the region successfully exploited the opposition to the tolls, turned it into a crusade, rode into office on the back of his voters' anger, a few of y'all. It was a movement. Save Davidson was a similar movement that changed the entire political leadership of the city. As astute politicians surely you realize the political aspect in this rezoning controversy. More than 2,500 residents from every neighborhood in Huntersville have signed this petition voicing their disagreement, displeasure and for many outright disgust. Citizens are aware, just as Brian Hines correctly noted in his brochure promoting this plan back in 2015/16, Gilead Road and Highway 115 are ground zero for the north end of the county. Petitioners against this project understand that putting an additional 300 or 400 cars at ground zero, it's not progress. People sitting in traffic are concerned about the quality of life, they are not whiskey bent or hell bound obstructionists against growth, neither are we. Barnyard language and accusations of developers running amuck was the most common response I heard when I canvassed about 300 homes in several neighborhoods. The sentiment against this whole entire project is [inaudible] and I strongly believe that the high voter turnout precincts, the proverbial yellow dog will get more votes than some council members that make more people this mad. Ridicule rhetoric aside, the attorney for North State at the last meeting said petitioners were ill informed, misinformed about the details of the project.....or dismissed even disingenuous remarks notwithstanding her claim is patently false. Fact, the petition is clearly written, strongly stated, leaves no room for doubt, debate, confusion or misunderstanding. Petitioners are educated professionals, a few doctors, PhD's, sophisticated world travelers. Their stone cold sober and they clearly smell what's being sold. It's a building and a parking lot. The architects work within the parameters of form and function

when they draw up their blueprints, but clearly North State are better salesmen than they are architects.

Lee Hallman, 100 Cambridge Road, said I'm addressing the development of downtown Town Center and the rezoning effort mostly. I see on the agenda tonight is the acceptance of the concept plan for North State. That's what we are addressing here. The acceptance of the North State concept plan in order to conclude due diligence and finalize the sale of the Town parcels would create a legal exposure for the Town. It will circumvent the due process of rezoning request review by accepting a plan that clearly does not comply with the current Zoning Ordinance. You will be rezoning by proxy. Lack of due process will expose the Town to litigation from the property owners affected by this spot zoning or it will obligate the Town to North State to deliver the rezoning needed to build out their concept plan. If the rezoning is not approved through the normal voting or appeal, the Town will be exposed to litigation by North State. A wiser and more cautious approach would be to ask North State to submit a concept plan that complies with the current zoning. This will allow the sale to close without the underlying implications and conflict. If you choose to proceed without caution, I would suggest taking the \$600,000 from the sale and reserving a liability on the Town's books. Chances are your final act as commissioners will be paying out Greenfield residents for damages caused by reckless spot zoning or compensating North State for undisclosed or misrepresented pre-existing conditions.

Amy Hallman, 100 Cambridge Road, said one thing I've learned from what I call my Huntersville 101 lessons in the last month is that balance and transparency is lost. I do appreciate the Mayor granting Lee and me the ability to pull resources and speak for 20 minutes two weeks ago and today. But the developer side got considerable more time, not counting all the discussions and plans made before the citizens even heard about North State at the October 5 public hearing. The developers were allowed literally a production, a video of key players staged as concerned citizens, a PowerPoint and an attorney who spoke for another hour. We the constituents were told no visual aids and we were allowed 3 minutes each in less than a desirable COVID set up to be heard off site. The day after that public hearing, the house at 121 Gilead Road which is within 250' of this project and listed within the rezoning notes, is under contract with one of the commissioners now, and to the best of my knowledge this has not been publicly disclosed. Just last week and at the latest concept plan, the one you are voting on tonight, there's a property on Gilead Road that has been absorbed without it being addressed at all and that house still stands along the Gilead frontage as of today and it is not under contract with anyone else. How can you accept a concept plan that absorbs a house they don't own and don't have a contract for. Also, I know that property owners whose property touches the plan have been approached to sign a document to say they are okay with this clearing of wooded acres and I know that those property owners have not signed it. I know the Board was presented a beautiful retail development plan that encompasses Guignard Gardens and property along 115 and Gilead and back to Main Street. Most of the Board liked this plan, but instead of encouraging this development plan, it was squashed. The public was never told about it and to the best of my knowledge this sudden urgency to bring the North State retail plan to save our downtown rings disingenuous. It seems a conflict of interest to push this apartment and townhouse development plan and call 12,000 sq. ft. a retail renaissance when each of you know an actual retail development plan made more sense. If it's truly public/private partnerships you dislike, here's two things. You could have introduced the same private funding source that North State got and two, we will be searching for candidates who are interested in public/private partnerships because they're listed in those 2030 and 2040 Community Plans. The summary and analysis of my education into Huntersville development is that listening to constituents rather than developers needs improvement because right now we are being ignored.

Elaine Kerns, 301 Hillcrest Drive, said in the 2030 Plan under the Economic and Commercial Development section there's some guiding principles to be considered when the Town is evaluating a rezoning request for mixed-use development. It's on Page 88 and it reads rezoning should not occur until the infrastructure is available to support the mixed-use. It is not intended for rezoning to be speculative, but instead occur to serve an existing need. So the infrastructure, I'm not really going to talk about that other than to say I think we have some very legitimate concerns about our roads, flooding and sewer issues that are not being heard and not being addressed, that should be addressed before any future development occurs. Speculative – that's self-explanatory. This is speculative. But does the rezoning serve an existing need. Let's look at the 6 acres in Greenfield Park that's currently zoned General Residential. The only thing that North State wants to put there are blocks of townhouses, an impervious parking lot and seven detached single-family homes on 1/8 acre lots which is insanely disproportionate to the average lot size in our neighborhood. Is there an existing need for more housing in the downtown area. No. There is a plethora of current and proposed housing options in this area. No one is asking for more housing here and certainly not for townhomes. In the 2040 Plan there was a survey done asking people if they moved to Huntersville what type of housing would they be interested in. I don't know if I'm on camera or not, but I'm holding up a survey that says 4 percent would be interested in apartments, 22 percent would be interested in townhomes, but the overwhelming majority 61 percent would be interested in single-family houses with a big yard. This does not exactly meet the need for more housing here and housing of this type. It doesn't meet the need for affordable housing because this is not intended to be an affordable housing plan. To make such a huge zoning change from General Residential to Town Center mixed-use, I think there should be a compelling reason. It's not like North State is proposing a municipal building or something else that would serve the greater good and bring in unique quality to our downtown. Townhomes, don't do this. The only existing need rather or desire is the developers wish to maximize its profits. That's it. And at the expense of our neighborhood and its citizens. The unsettling thing is that this rezoning appears to be a foregone conclusion and the decision seems to have been made before the due process is complete. It makes me wonder what's going on here and who's behold to who. It feels like the council and even the Planning Department appears to be behold to the developer. To approve a plan that helps the developer maximize its profits against the will of so many people who will be injured by this. This just doesn't feel right.

Mayor Aneralla recognized Dr. Michael Brennan who had established connection.

Dr. Michael Brennan provided update on ocular melanoma/Columbia genome sequencing.

AGENDA CHANGES

Commissioner Boone made a motion to adopt the agenda.

Commissioner Walsh seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve

Commissioner Boone – Approve

Commissioner Hines – Approve

Commissioner Munger – Approve

Commissioner Phillips – Approve

Commissioner Walsh – Approve

PUBLIC HEARINGS

Mayor Aneralla recognized Planning Board members present virtually or at the Huntersville Recreation Center: Catherine Graffy was present at the Huntersville Recreation Center.

Mayor Aneralla called to order public hearing to receive public comments on the 2040 Community Plan.

Mayor Aneralla expressed appreciation to the Steering Committee, Planning Board and staff for keeping this on track despite the COVID pandemic.

Dave Hill reviewed the presented an overview of the process for the 2040 Community Plan. *PowerPoint presentation attached hereto as Exhibit No. 1.*

There being no comments, Mayor Aneralla closed the public hearing.

OTHER BUSINESS

Petition #TA20-01. Petition #TA20-01 is a request by the Huntersville Planning Board to amend Articles 7.2, 7.4, and 12 of the Huntersville Zoning Ordinance to require plantings from the Huntersville Approved Species List, to increase the amount of tree save mitigation required, and to lower the caliper of a specimen tree to 18”.

Brad Priest, Principal Planner, entered the Staff Report into the record. *Staff Report and PowerPoint attached hereto as Exhibit No. 2.*

The Planning Board considered the application at its September 22, 2020 meeting. At the meeting it was noted by staff that on September 17, 2020, the Tree Committee met again to review the text amendment Staff Report and the discussion from the last Huntersville Ordinances Advisory Board meeting. At the Tree Committee meeting on the 22nd, the Committee updated their recommendation to allow no required buffer trees to count for mitigation. At the Planning Board meeting, the Board agreed with the committee that in order to effectively encourage mature tree save, the mitigation amount needed to be considerable. They also agreed that allowing buffer trees to “double dip” as mitigation trees diluted the mitigation requirement. This in turn encouraged mitigation rather than mature tree save.

The Planning Board also specifically discussed the definition and size of the specimen tree. After Board discussion with staff, the consensus of the Planning Board thought that while 18” caliper trees were worthy of saving, keeping the requirement at 24” was more of a reasonable compromise on the amount of potential mitigation costs required.

After Planning Board discussion, they unanimously recommended that:

- Landscaping be required from the approved tree and shrub list.
- 100% of the caliper trees to be mitigated over the ordinance requirement.
- No buffer trees be permitted to count as mitigation.
- The definition of a specimen tree remain at 24” or greater for large maturing trees.

Commissioner Boone made a motion in considering the proposed amendment Petition #TA20-01 to amend Article 7.2.1 and Article 7.2.2 of the Huntersville Zoning Ordinance, the Town Board recommends approval of the text amendment to do the following as recommended by staff and the Planning Board:

- Required plantings from Huntersville Approved Tree and Shrub List or as recommended by staff.
- Amend specimen tree mitigation to 100 percent of the mitigated species caliper.
- Allow no buffer planting to count as mitigated trees.
- Keep the definition of specimen trees to 24" in caliper for large maturing trees.
- No changes to Article 12.

This amendment is consistent with Section E-1 and E-3 of the 2030 Huntersville Community Plan. It is reasonable and in the public interest to amend because it increases the mitigation requirements encouraging additional tree preservation which provides distinct aesthetic, economic and environmental significance and value as a natural resource of the Town.

Commissioner Walsh seconded motion.

Commissioner Bales said I just wanted to clarify because Commissioner Boone kind of broke up for just a second, that in his motion it said zero percent of required mitigation trees counted toward buffer plantings.

Commissioner Boone said I'll just go ahead and re-read it.....allow no buffer planting to count as mitigated trees.

Commissioner Hines said I support this motion, but one thing I would like to request from the Huntersville Ordinances Advisory Board is to review who approves the mitigation. Currently right now the Planning Board looks at it. This is something that staff possibly could do administratively since the rules are in place, it's a cut and dry thing. I would like the HOAB to review who approves mitigation.

Commissioner Boone said I think Commissioner Hines is right. It's probably another 30 to 45 days for this whole process to take as far as who selects the tree.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Deny
Commissioner Walsh – Approve

Petition #TA20-02. Petition #TA20-02 is a request by the Huntersville Planning Board to amend Article 11.4.7(b) of the Huntersville Zoning Ordinance to allow the Planning Board to have control of one deferral with or without applicant consent.

Lauren Speight, Planner I, entered the Staff Report into the record. *Staff Report and PowerPoint attached hereto as Exhibit No. 3.* Since the public hearing language was added that the Planning Board

state the reason for the deferral and it be related to address ordinance standards if the Planning Board chooses to defer action on a request one additional time. The Planning Board recommended approval during the September Planning Board meeting for this text amendment.

Commissioner Walsh made a motion in considering the proposed amendment #TA20-02 to amend Article 11.4.7(b) of the Huntersville Zoning Ordinance, the Town Board approves based on the amendment being consistent with Police ED-14 of the Huntersville 2030 Community Plan. It is reasonable and in the public interest to approve the amendment because the proposed amendment allowing one deferral by the Planning Board without the applicant's consent would provide time for plan adjustments by the applicant to avoid the Planning Board taking action on a plan with numerous conditions or recommending denial because there are may deficiencies in the plan. Further, the ordinance maintains a limit of no more than two deferrals. Efficiency of the development process depends upon the review of completed plans and studies prior to the board review and approval.

Commissioner Boone seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

Petition #TA20-07. Petition #TA20-07 is a request by The Barnes Real Estate Co., LLC to amend Article 3.2.7 (D)(4) of the Huntersville Zoning Ordinance of the Huntersville Zoning Ordinance to allow 100 percent attached houses in the Highway Commercial zoning district on one lot or a combination of lots that are less than or equal to 3 acres net of any SWIM buffer. The maximum density is proposed to be limited to 10 units per acre net of any SWIM Buffer and Building Lot Types would comply with Article 4: Attached House.

Commissioner Phillips noted she needed to recuse herself because her family could potentially be impacted.

Commissioner Boone made a motion to recuse Commissioner Phillips.

Commissioner Bales seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Walsh – Approve

Lauren Speight, Planner I, entered the Staff Report into the record. *Staff Report and PowerPoint attached hereto as Exhibit No. 4.* One change since the public hearing is the addition that if properties were to develop under the proposed ordinance, that adjoining properties shall not subsequently develop in this manner.

The Planning Board recommended denial of the text amendment request during the September 2020 Planning Board meeting. Staff also recommends denial of the request.

Commissioner Bales made a motion in considering the proposed amendment #TA20-07 to amend Article 3.2.7.(D)(4) of the Huntersville Zoning Ordinance, the Town Board recommends denial based on the amendment being inconsistent with Policies H-2, H-3, H-4 and CD-3, in that the proposed amendment would not require the attached housing be a part of a mixed-use development as provided in Article 3.2.7(D)(4). It is reasonable and in the public interest to deny the amendment because the Zoning Ordinance already allows more than 30 percent attached houses in mixed-use major subdivision developments and on individual lots with one builder. Further, the Town is in the process of preparing the 2040 Plan that will take a more comprehensive view of addressing affordable housing and infill development in light of other community goals.

Commissioner Hines seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Walsh – Approve

Commissioner Boone made a motion to bring Commissioner Phillips back.

Commissioner Hines seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Walsh – Approve

North State Conceptual Plan. Mayor Aneralla requested the Town Attorney review why we are going through this process and address some of the things we have heard tonight, in particular spot zoning.

Commissioner Hines disclosed since our last meeting I have placed 121 Gilead Road (corner of Gilead Road and Hillcrest Street) under contract to convert from a residential use to a professional office property. Commissioner Hines asked the Town Attorney if she thought there was any conflict in him participating in discussion vote of the North State Conceptual Plan.

Emily Sloop, Town Attorney, said I want to differentiate between voting on a conceptual plan and voting on a zoning amendment or text amendment. Statute 160A-381 prohibits a commissioner from voting on a zoning map or text amendment when the vote is reasonably likely to have a direct substantial and readily identifiable financial impact on the member. Right now, you are not voting on a zoning map or text amendment. Also, as far as the readily identifiable financial impact, anything that has been deemed remote or speculative in nature has been found by case law not to be direct substantial and readily identifiable. Right now, you don't have a property interest.

Commissioner Hines said as I mentioned the last time, if the Board has any other position, I'll do what the Board says. Otherwise, I'll go on the advice of counsel.

There were no objections.

Ms. Sloop explained spot zoning is zoning in a relatively small area, usually owned by a single person. It's going to be different from the surrounding property. In North Carolina if you want to zone something that is relatively small and that would be typically described as spot zoning, you have to have the burden showing that you are making a reasonable zoning decision. It cannot be arbitrary or capricious. The *Chrismon v. Guilford County* case set out various factors in considering when making a decision about spot zoning. They are looking at the size of the tract in question, compatibility of the disputed zoning action with an existing comprehensive zoning plan, benefits and detriments resulting from zoning action for the owner of the newly zoned property, neighbors in surrounding communities and also the relationship between uses and vision under the new zoning as uses currently present in the adjacent tracts. I believe that our Planning staff has already addressed some of these factors in terms of the compatibility of the comprehensive zoning plan and also any type of relationship between the envisioned use of the new zoning and the currently present use. The Planning Director had sent out some comments about the use being very similarly situated and the zoning also being similarly situated, so I don't see a problem with spot zoning in this instance.

Jack Simoneau, Planning Director, entered the Staff Report into the record. *Staff Report and PowerPoint attached hereto as Exhibit No. 5.* The plan that you see before you is the concept plan that was approved by the Town Board November 18, 2019. The Town of Huntersville owns this "L" shaped piece of property and they opened up offers to purchase. North State had put in an offer to purchase. Following all the processes that the state outlines to sell property, a purchase agreement was established. The purchase agreement said that the Town Board had to approve a conceptual plan for the development and so that is what you are seeing here is that conceptual plan for the development that was part of the purchase agreement. The purchase agreement also went on to say that this concept plan in no way, shape or form has any impact on any rezoning that's required by the ordinance and, of course, there is a rezoning. What we are dealing with here is just the Town-owned piece of property and the Town Board's consideration of a conceptual plan by North State.

This was the original plan presented and approved by the Town Board on November 18. North State acquired additional lands and have some other lands under contract and as a result of that they modified their plan and this building footprint changed and therefore, because it's different than the November 18, 2019 plan, it requires the Town Board to approve this new plan. I want to be clear that this concept plan has no relationship to the rezoning. That is a separate issue and is not part of the concept plan and as I mentioned, the purchase contract says that this concept plan does not dissolve anybody from going through the rezoning process.

Having said that, I wanted to just show you more detail of the proposed plan. What you see in red is the Town-owned property. You can see the outline of the building. This is basically the first-floor level, so what you see in gray here is non-residential area which represents about 34 percent. The Town Board was in agreement that this area in gray should not include a leasing office or a work-out space and so this new plan has a leasing area right over in this quadrant here and then the work-out area amenity area is at the very back of the building on the street that's right across from the parking deck. This is the layout that they are proposing. You will notice a street that goes through here. I'm going to show you now the elevations that are a part of the package and so this first elevation that you see is the elevation that is on Gilead Road, so facing Gilead Road and what you have is all commercial here on the first floor. The first floor is extra tall, it's just under 20' tall, and then you have the three-story residential units. That's facing Gilead Road. This is the side street that's facing the parking deck that is also represented as commercial. The leasing office is where my cursor is and then you will notice there's a two-story drive under that leads you to the parking lot, so that people that are on Gilead Road and want to get into either their residence or to the business here, can come in and this driveway is right across from the Town Center driveway into the parking deck, so for orientation purposes. Down here at the far end of the development is the amenity area where you might have the work-out space, etc.

Commissioner Walsh asked in selling this property to this developer, was there anybody else interested in buying the property.

Mr. Simoneau said the bid process was published for upset bids and nobody submitted an upset bid.

Commissioner Walsh said could you just briefly explain what an upset bid is.

Emily Sloop, Town Attorney, explained it's a process where we advertise for upset bids, including an original bid amount, and then we allow bidders to upset the original bid amount by at least 10 percent. It's a procedure that you follow that you have to put in the formal advertisement and also wait for the bids to come in, usually set a specific end period and then go forward from there. And I will also reiterate that I did review the contract language in the negotiated offer and it clearly states there that this vote on a conceptual site plan does not absolve any type of additional approval required by law or ordinance including the Town Zoning Ordinance.

Commissioner Munger said at the last neighborhood meeting, the presentation they put together, essentially at the time they knew there was going to be a lot of changes coming and what we ended up telling some of the residents was "but wait, there's going to be a much better plan." Will there be an additional neighborhood meeting so that they can review this and look it over.

Mr. Simoneau said the applicants are online. Bottomline is it's not required to have another neighborhood meeting. You had the public hearing, you had a neighborhood meeting required by the ordinance, and there would not be another neighborhood meeting unless the applicants want to do it on their own, but it's not required. They will be making the plan official once the Town Board decides on this. They didn't want to make it the official plan, which when I'm saying the official plan, I'm talking about this right here. They didn't want this to be the official plan until they understood what the Town Board would accept on this parcel and if the Town Board does accept that, then that would be the official plan update and we would put that on our website and make it available for everyone that wants to see it.

Commissioner Munger said there was an issue in the previous plan with access to the BMP. It sounded like there was going to be a mailbox put in front of it. Did they address that at all.

Mr. Simoneau said I'm not in a position to talk about that, because I'm afraid it's going to cloud this issue of the concept plan, because what we see dashed in red is really the only thing that's for you tonight.

Commissioner Munger would a UPS-like truck be able to drive under that two-story access area.

Mr. Simoneau said the applicants are on and available to answer, but the story is it's the exact same size as what we've got across the street in Town Center and we have school buses and delivery vehicles, all kinds of vehicles, go through that.

Commissioner Bales said I just want to confirm that the concept plan tonight has no bearing on the rezoning of the rest of the property.

Mr. Simoneau said that's correct. This rezoning is a separate issue, and it's also stated in the sales contract, so this in no way, shape or form obligates any actions from the Town Board on the rezoning.

Commissioner Bales said if this concept is approved but the rezoning does not happen, how does that affect this concept drawing. Would they have to come back to the Board.

Mr. Simoneau said if they want to purchase this property from the Town and the footprint is going to be different than what you see here and the elevations are going to be different than what you see here, then the answer is they would need to come back to the Town Board for approval because the sale of this property and the way the contract agreement was set up was the Town Board has to give concept approval, understanding it's not going to have every "i" dotted and every "t" crossed. It's a concept plan, a general plan. To answer your question, if the land that they want to still purchase from the Town of Huntersville is going to contain a building different than what you see in this drawing here, then yes they would need to go back to the Town Board for approval of the concept plan and I would dare say it might even have to require a new contract given time constraints.

Ms. Sloop said that's exactly right. The second page of the negotiated offer states that it would have to continue to go back and be approved by the Board. Any Board approval would need to be made on their request for modification, so it's directly in the contract that this does not affect any zoning decisions whatsoever and that an agreed upon concept plan is required.

Commissioner Bales said understanding that this is a concept plan, and I'm changing gears a little bit in regards to parking, but if what I see here as site data, not to exceed 138 units, then 144 spaces, 22 spaces with on-street parking, I know they have to meet our parking ordinance and we don't know at this point if this concept actually meets that code, correct.

Mr. Simoneau said right, because it's not clear how many 1-bedroom and 2-bedrooms plus units there are and parking is based on that. The bottomline is the concept is approved, the property is rezoned, it's on the condition that whatever they build here they have to meet the parking standards and if they can't meet the parking standards, then they will have to modify their plan i.e. cut back on some units or maybe go with more 1-bedroom units to comply with the Town ordinance. The only other thing I wanted to say is this area here represents 34 percent of the floor area, not 50 percent of the floor area.

Staff was okay with that because the commercial along this sidestreet facing the parking deck is not prime commercial area. Again, the leasing office is outside the gray area and the amenity/work-out space is also in the back of this building. If this property had more frontage on Gilead, then we'd be talking the other way that we might want more than 50 percent commercial. Given the shape of this property, given that this A street is not a prime commercial street, staff is comfortable with this layout.

Commissioner Bales said what is planned directly behind the leasing area there.

Mr. Simoneau said it just conceptually shows a couple of units right here. It could also be centralized place where packages, maybe there's some trash. The applicants have indicated they would like to see a restaurant right in there, which might need some additional trash area, so it's conceptual at this point in time as to what that will be, but it could be anywhere from a parcel pick up to trash or restaurant or maybe even some units.

Commissioner Bales asked what is that rectangular piece under non-residential.

Mr. Simoneau said I believe that's an upper story stairwell, but I'll defer to the applicant.

Susan Irvin, for the applicant, said that's correct, that is a stairwell.

Mr. Simoneau said what you don't see in here is kind of a walk-through. Is that walk-through going to be provided or since this is open there's not going to be a walk-through here.

Ms. Irvin said at this point we are anticipating putting the walk through. It would really line up kind of with that sidewalk.

Mr. Simoneau said this is a walk-through area that people that park in the parking lot can get to the retail/restaurants easily and also this covered walkway could have seating, get people out of the rain, get them in the shade, etc.

Commissioner Hines said this plan has evolved and changed numerous times since 2019. Originally the Town property was the only thing that we were looking at, so everything had to be on-site, all parking and I'm assuming storm water and things like that. If the conceptual plan is approved but the rezoning is not approved, would they have to come back and modify the plan to require all parking to be on the Town property as well as storm water.

Mr. Simoneau said if the conditional rezoning plan is denied, it is likely that the footprint of this building would change. I don't know for sure, but if it's going to be a standalone lot there's no question that the whole site plan has to change because there's got to be parking and storm water provided on that site, but I believe if the conditional rezoning is changed, that it's possible this footprint could be modified. If it doesn't get modified and they come up with another development plan and ask for a rezoning, then it doesn't necessarily have to come back to you. It's just that if this floorplan and this conceptual elevation change, then it will need to go back to the Town Board for approval.

Mayor Aneralla said how long have you been working in Huntersville.

Mr. Simoneau said a little over 20 years.

Mayor Aneralla said obviously we don't know all the details, but conceptually is this something the Town has been planning for and all the different downtown plans have been calling for, something like this type of development.

Mr. Simoneau said yes, again not getting into the specifics, but to have mixed-use buildings activate the commercial street fronts, which is Gilead/115/Main Street, and having a mixture of housing types, that is correct.

Commissioner Munger asked would the applicant consider hosting another neighborhood meeting prior to our final vote.

Ms. Irvin said we've actually already had two community meetings and the public hearing was continued in order to allow public review and comment, so I would have to discuss it further with my clients. I really feel at this point we've had two community meetings instead of one and we are having two public hearings, as well as probably two Planning Board meetings. I'll get back to you, but I want to say that my feeling on it is that having another community meeting at this point doesn't do more than having the public hearing, but I'll have to discuss it with my clients.

Commissioner Munger said from my perspective, this would be the first time the community actually had a chance to see this specific plan and how it's set up.

Ms. Irvin said I think that's something that we should discuss further. I hear what you are saying, I just feel like the same comments will be made at the community meeting as would be made at the public hearing.

Commissioner Bales asked are you referencing this concept of the Town property or the project in its totality.

Commissioner Munger said it's hard kind of to define the whole thing. I'm talking about probably the project as a whole, and I know we're kind of just looking at this concept plan, but I would want the public to be able to see the project as a whole. I want them to see the houses on Greenway instead of townhomes, I want them to see everything that's happening along this building, the BMP and how that's accessed. I want the whole thing to be given to the residents to be able to look at it and understand everything and all the changes that were put into effect and honestly, it's a little bit of making sure that residents understand, but also that we made a lot of changes. We made a lot of progress to get the things from the feedback we heard, increasing the amount of commercial space, making that pass through, making houses instead of townhomes on Greenway. I want people to understand this was a much more improved plan and I understand some people won't necessarily agree with it, but I feel like if they have all of the information they'll be able to understand exactly where we are and how we've progressed.

Commissioner Bales said as we look at this concept drawing of the Town parcel, is there still the potential for additional changes in regards to the rezoning of the rest of the project. I'm trying to keep them separate. I'm trying to talk separately about each one. Is there still an opportunity to make the necessary changes and tweaks to the rezoning as a whole.

Mr. Simoneau said we're putting aside the concept plan and everything you are seeing in red and the question is there opportunity to make changes to the big rezoning and the answer to that is yes,

basically up to the night of the decision. If that is your question, can there be modifications on the rezoning, the answer is yes, there can be modifications on the rezoning up to the final decision.

Commissioner Walsh made a motion to approve the North State Development Conceptual plan.

Commissioner Bales seconded motion.

Commissioner Munger said I'm thinking of putting a substitute motion in there to place a contingency that an additional neighborhood meeting be put together and then overall we approve the conceptual plan with that contingency.

Ms. Sloop said the requirement for another community meeting is not in the negotiated agreement, so I would not advise that.

Commissioner Phillips asked is there any way to make a substitute motion to defer this until November 2, so that the citizens can have input on this conceptual plan.

Mayor Aneralla said they are going to be able to address the concerns of these comments on November at the public hearing.

Commissioner Phillips said we are already approving a concept plan, so it's like we're not really listening to our constituents is what it feels like to me.

Mr. Simoneau said just so I'm clear, the request I'm hearing is could the concept plan be continued until the November meeting, and that is a choice of the Town Board. That is totally up to you. I would just simply say that the contract, as it was written, specifically says that this concept plan in no way, shape or form obligates the Town Board for the decision on the conditional rezoning. Again, it's totally up to the Town Board how you want to do it, whether you want to approve the concept plan or whether you want to defer it until after the public hearing is closed.

Mr. Roberts said the one thing I would say, too, keep in mind regardless of what the Board does, the December 14 date where we extended the contract. Hopefully you will consider extending it because it may bump up against that wall if that's something you decide to do.

Commissioner Phillips said I'm making an official substitute motion to defer until the November 2 meeting.

Commissioner Munger seconded motion.

Commissioner Bales asked what are you looking for as an outcome in deferring for two weeks.

Commissioner Phillips said citizen input. This feels like a slap in the face to the people I have spoken to, because here's a concept that we are supposed to approve so it would be nice to have the neighbors in the surrounding areas give their input in what they could live with because there may be people who think this is okay. I want to give everyone a chance to have a say because what's waiting a few more weeks when you're making plan that are going to impact our town for like 100+ years.

Mayor Aneralla called for the roll call vote on the amended motion to defer decision to November 2.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Deny

Public Art Piece – Icehouse Reimagined. The Public Art Commission has made a recommendation to the Town Board to move forward with the design for the public art piece – Icehouse Reimagined by artist William Tewell. This piece will be located between the Ice House Stage and the sidewalk on Maxwell Avenue. *Rendering of art piece attached hereto as Exhibit No. 6.*

April Dunn, Public Art Commission, explained that the Olde Huntersville Historical Society saved the bricks from the icehouse that was located on the Veterans Park property. Artist William Tewell has come up with an imaginative design to incorporate those bricks into an art piece using translucent concrete. The art piece will be located beside the Ice House Stage. It will be funded with the \$5,000 grant that ASC provided for Hello Huntersville that was not used this summer.

Commissioner Walsh made a motion to approve the design of the public art piece Ice House Reimagined.

Commissioner Bales seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

CONSENT AGENDA

Commissioner Hines made a motion to approve the Consent Agenda. Commissioner Munger seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

The following items on the Consent Agenda were approved:

1. Minutes of the September 21, 2020 Regular Town Board Meeting.
2. Resolution approving clearing contract for Phase 1 of the Downtown Greenway Project. *Resolution attached hereto as Exhibit No. 7.*
3. Resolution to accept the Stumptown Extension Environmental Assessment Contract. *Resolution attached hereto as Exhibit No. 8.*
4. Resolution to Adopt Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan and agree to take such other official action as may be reasonable to carry out the proposed actions of the Plan. *Resolution attached hereto as Exhibit No. 9.*
5. Budget amendment appropriating Insurance Proceeds of \$22,317.18 to the Huntersville Volunteer Fire Department account due to a sprinkler malfunction causing water damage at the Fire Station on McIlwaine Road.

CLOSING COMMENTS

Mayor Aneralla reiterated his desire for the Board to meet in public.

There being no further business, the meeting was adjourned.

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Barry Graham

Date: May 17, 2021

Subject: Regional Law Enforcement Mutual Aid Agreement

EXPLAIN REQUEST:

We believe it is in the best interest of the Town of Huntersville to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can both be rendered to and obtained from other governmental jurisdictions. Such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the Town of Huntersville.

ACTION RECOMMENDED:

We ask that the Board approve the Regional Law Enforcement Mutual Aid Agreement as authorized by North Carolina General Statutes-Sections 160A-288 and 90-95.2.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Regional Law Enforcement Mutual Aid Agreement RESOLUTION

RESOLUTION
ADOPTING A POLICY FOR MUTUAL AID ASSISTANCE
WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes GS160A-288 and GS 90-95.2, the governing body of a city or county may adopt appropriate guidelines, for the purpose of mutual aid assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorized lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interest of the Town of Huntersville to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can both be rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the Town of Huntersville,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HUNTERSVILLE THAT:

1. The Chief of Police is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Chief of Police is hereby authorized to permit officers of the Huntersville Police Department to work temporarily with the Officers of the requesting agency, including in an undercover capacity; and the Chief of Police may lend such equipment and supplies to the requesting agencies as he/she deems advisable.
3. The Chief of Police is hereby authorized to request officers of other law enforcement agencies to work temporarily with the officers of Huntersville Police Department including in an undercover capacity; and the Chief of Police may borrow such equipment and supplied from other law enforcement agencies as he/she deems advisable.
4. All such requests and authorizations shall be in accordance with North Carolina General Statutes 160A-288 and 90-95.2, as applicable.
5. While working with a requesting agency, an officer shall, have the same jurisdiction, powers, rights, privileges, and immunities including those relating to the defense of civil actions and payment of judgments as the officers of the requesting agency in addition to those he/she normally possesses.

6. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of his/her superior officers in the requesting agency, but shall, for personnel and administrative purposes, remain under the control of his/her own agency, including for purposes of pay. An officer shall furthermore be entitled to Worker's Compensation and the same benefits to the extent as though he/she were functioning within the normal scope of his/her duties.
7. The Chief of Police is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms, and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted, this ____ day of _____, 2021

Town of Huntersville
North Carolina

Mayor John Aneralla, Town of Huntersville

Attest: _____

Town Clerk,

[NOTARIZED]

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Pattie Ellis, Finance Director

Date: May 17, 2021

Subject: Reimbursement Resolution

EXPLAIN REQUEST:

Approve the attached Reimbursement Resolution. This resolution will allow the Finance Director to reimburse the General Fund for Capital Expenditures, as described in the resolution, incurred prior to the issuance of installment financing as described in the resolution.

ACTION RECOMMENDED:

Adopt resolution declaring the intent of the Town of Huntersville to reimburse itself for capital expenditures incurred in connection with the land, design, engineering and construction of the new town hall project from the proceeds of installment financing.

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Reimbursement Resolution - Huntersville Town Hall

RESOLUTION REGARDING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH A CAPITAL PROJECT FROM THE PROCEEDS OF TAX EXEMPT OBLIGATIONS

WHEREAS, the Board of Commissioners of the Town of Huntersville, North Carolina (the “Town”) has determined that it is in the best interests of the Town to pay the costs of constructing a new town hall (the “Project”);

WHEREAS, the Town reasonably expects to receive the proceeds of the sale of tax-exempt obligations (the “Obligations”) to finance the Project;

WHEREAS, the Town desires to proceed with the Project and will incur additional capital expenditures (the “Capital Expenditures”) in connection therewith before the issuance of the Obligations; and

WHEREAS, the Town will advance money from funds currently on hand to pay for the Capital Expenditures and the Town intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds of the sale of the Obligations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina as follows:

Section 1. ***Official Declaration of Intent.*** The Town presently intends, and reasonably expects, to reimburse itself for the Capital Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to issue the Obligations to finance the costs of the Project and the maximum principal amount of Obligations expected to be issued by the Town to pay for the costs of the Project is \$14,000,000.

Section 2. ***Compliance with Regulations.*** This Resolution is a declaration of official intent of the Town under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town’s intent to reimburse itself for the Capital Expenditures from proceeds of the Obligations.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the Town or her designee, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the Town in determining and itemizing all of the Capital Expenditures incurred and paid by the Town in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of issuance of the Obligations.

Section 4. ***Effective Date.*** This Resolution is effective immediately on the date of its adoption.

STATE OF NORTH CAROLINA)
) SS:
TOWN OF HUNTERSVILLE)

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution titled “**RESOLUTION REGARDING THE INTENT OF THE TOWN OF HUNTERSVILLE, NORTH CAROLINA TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH A CAPITAL PROJECT FROM THE PROCEEDS OF TAX EXEMPT OBLIGATIONS**” adopted by the Board of Commissioners of the Town of Huntersville, North Carolina in regular session convened on the ____ day of _____, 2021, as recorded in the minutes of the Board of Commissioners of the Town of Huntersville, North Carolina.

WITNESS my hand and the seal of the Town of Huntersville, North Carolina, this the __ day of _____, 2021.

(SEAL)

Janet Pierson, Town Clerk
Town of Huntersville, North Carolina

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Michael Jaycocks, Director

Date: May 17, 2021

Subject: Amended Bylaws - Parks & Rec Advisory Boards

EXPLAIN REQUEST:

Approve changes to the advisory board bylaws for the Parks & Recreation Commission, Public Art Commission and the Greenway, Trails, and Bikeway Commission to reflect Town Board's changes to advisory board term limits and to provide consistency between all three advisory board bylaws.

ACTION RECOMMENDED:

Approve changes to the advisory board bylaws for the Parks and Recreation Commission, Public Art Commission and the Greenway, Trails, and Bikeway Commission.

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Greenway Advisory Board By-Laws (may2021)
2. Huntersville Public Art Commission Bylaws (may2021)
3. PRC Bylaws (may2021)

HUNTERSVILLE GREENWAY, TRAIL, AND BIKEWAY COMMISSION BYLAWS

Town Board approved:

SECTION I: Creation; Appointment of Members

There is hereby created a Greenway, Trail, and Bikeway Advisory Commission (the “Commission”), composed of up to nine (9) citizens of the Town of Huntersville. Membership should include one (1) representative from the Eastern Extraterritorial Jurisdiction (“ETJ”) and one (1) representative from the Western ETJ. However, if acceptable applications are not received from a citizen of one or both ETJs, other appointments shall be considered. The Huntersville Town Board of Commissioners shall appoint each member of the Commission.

Commented [JG1]: I have added ETJ Language? The Parks and Rec and public arts commission both have it

SECTION II: Commission Powers and Duties

The Greenway, Trail, and Bikeway Advisory Commission shall serve as the advisory body for the Parks and Recreation Department (the “Department”) and the Town. The Commission shall suggest policies to the Department, the Manager and the Town Board of Commissioners within its powers and responsibilities as stated in these bylaws. The Commission shall serve as a liaison between the Department, the Manager, the Board of Commissioners and the citizens of Huntersville. The Commission shall consult with and advise the Department, the Manager, and the Town Board of Commissioners in matters affecting Greenway, Trail, and Bikeway policies, planning, philosophy, finances, operations, and the acquisition and the development of lands and properties related to the total Greenway, Trail, and Bikeway system, and to its long-range, projected system for the Town.

The Commission shall assume duties for Greenway, Trail, and Bikeway system purposes, as follows: (1) To make recommendations for the establishment of a Greenway, Trail, and Bikeway master plan. (2) To advise and recommend to staff ideas, location, priority of routes and funding options to meet the Greenways, Trails, and Bikeways needs of the community. (3) To advise in the acquisition of lands and structures through gifts, purchase, lease or loan, or other means provided by the general statutes of North Carolina and as approved by the Board of Commissioners. (4) Review and advise in the acceptance of any grant, gift, bequest or donation, any personal or real property offered or made available for Greenway, Trail and Bikeway purposes. (5) Enlist support for Greenway, Trail, and Bikeway programs, services and facilities from agencies, community groups, organizations and neighborhood groups. (6) To assist in developing working relationships with other local organizations to develop and expand Greenway, Trail, and Bikeway options offered to the community. (7) To recommend rules, policies and procedures pertaining to the use of Greenways, Trails, and Bikeways.

SECTION III: Appointment of Commission Members

- A) Each Commission member shall be appointed for a term of not more than three (3) years by the Town Board of Commissioners. Members of the Board shall be limited to two (2) consecutive terms, unless waived, however, may be reappointed after remaining off the Board for at least one (1) year. The expiration date of each term shall be the later of the 31st day of December of the year in which said term is to expire or when a successor is appointed and qualifies, and the term of the office of the succeeding member shall begin on the later of the 1st day of January of the succeeding year or the date that the succeeding member is appointed and qualifies.
- B) Initial appointments shall be arranged so that at least two (2), but no more than three (3) of the terms will expire each year. Vacancies occurring on the Commission by death, resignation, or otherwise, shall be filled by the Board of Commissioners for the unexpired terms.
- C) Of the nine (9) existing positions on the Commission, two positions should be allocated to representation from within the ETJ of the Town—one position from the Eastern ETJ and one position from the Western ETJ- if acceptable applications have been received by a representative of one or both ETJs.

SECTION IV: Meetings

- A) The Commission shall meet monthly. The Chairman, or in his/her absence, the Vice-Chairman, may call a special meeting at any time.
- B) Regular Commission meetings will be held on the third Tuesday of the month at 6:00pm at the Parks and Recreation Administrative Offices, or as otherwise designated by the Commission.

SECTION V: Attendance

An appointed member who misses more than three (3) consecutive regular meetings shall lose his/her status as a member of the Commission until reappointed or replaced by the Town Board of Commissioners. Additionally, an appointed member must attend at least 66% of all regular meetings in any twelve (12) month period. Failure to do so will result in that member losing his/her status as a member of the Commission until re-appointed or replaced by the Town Board of Commissioners. Absences due to sickness or emergencies shall be regarded as approved absences. In the event of a long illness, or other prolonged absence a member may be replaced.

SECTION VI: Quorum

A quorum (majority of the membership) shall be in attendance before official action can be taken. The Assistant Parks and Recreation Director shall also attend regular meetings.

SECTION VII: Officers

There shall be a Chairman and Vice-Chairman of the Greenway, Trail, and Bikeway Commission. An annual election of the Chairman and Vice-Chairman shall be held by the Commission members and shall occur at the regular monthly meeting in January. Huntersville ETJ representatives are not eligible to serve as Chairman. Officers shall serve for one year from election, with eligibility for re-election. New officers shall take office immediately after election. In the event an officer's appointment to the Commission is terminated, the replacement to this office shall be elected by the Commission, from its membership, at the meeting following the termination. The Assistant Parks and Recreation Director shall serve a Secretary of the Commission.

SECTION VIII: Officers' Duties

- A) The Greenway, Trail, and Bikeway Commission Chairman shall preside at all meeting and sign all documents relative to action taken by the Commission. The Chairman shall appoint all sub-committees.
- B) When the Chairman is absent, the Vice-Chairman shall perform the duties of the Chairman. When both the Chairman and Vice-Chairman are absent, a temporary Chairman shall be selected by those members who are present.
- C) The Assistant Parks and Recreation Director, or his/her designee, shall serve as Secretary to the Commission. He/She may delegate all or part of these duties to another Department employee with the approval of the Commission, but shall be held responsible for the satisfactory accomplishment of the secretarial duties. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings, prior to the next scheduled meeting.

SECTION IX: Order of Business

- A) The general order of business shall be as follows:
 - Determination of quorum and attendance
 - Approval of minutes of previous meeting
 - Old business
 - New business
 - Adjournment

- B) The agenda shall be set by the Huntersville Parks and Recreation Department and the Committee Chair; any change to the agenda may be requested by a member and/or voted upon by the Commission.
- C) Items of business at the regular meeting shall appear on the agenda.

SECTION X: Action by Commission

All actions of the Commission shall be in the form of a motion, duly seconded, and voted upon by all members present. If no quorum is present, the only motion permitted is a motion to adjourn, including a motion to adjourn to a specified date and time which may be other than the regular meeting date and time.

Affirmative votes from a majority of the members present and voting shall be required to adopt any motion. Except where a conflict of interest is confirmed, no Member shall abstain from voting. Failure to vote shall be counted as a “yes” vote

SECTION XI: Committees

- A) The Executive Committee shall consist of the Chairman, Vice-Chairman, and the Secretary (Assistant Director).
- B) The Committee Chairman is authorized to appoint standing temporary and/or project committees as needed.

SECTION XII: Conflict of Interest

The Committee shall follow the Code of Ethics for Members of Boards, Committees, and Commissions of the Town of Huntersville, North Carolina, as adopted by the Board of Commissioners.

SECTION XIII:

The latest edition of Robert’s Rules of Order shall prevail at meetings of the Commission unless otherwise specified within these bylaws.

SECTION XIV: Adoption and Amendment

These bylaws shall be reviewed annually by the Commission with recommendations provided to the Board of Commissioners, if required.

TOWN OF HUNTERSVILLE PUBLIC ARTS COMMISSION BYLAWS

Town Board Approved:

SECTION I: Creation; Appointment of Members

There is hereby created a Huntersville Public Arts Commission (the "Commission"), composed of up to seven (7) citizens of the Town of Huntersville. Membership should include one (1) representative from the Eastern Extraterritorial Jurisdiction ("ETJ") and one (1) representative from the Western ETJ. However, if acceptable applications are not received from a citizen of one or both ETJs, other appointments shall be considered. The Huntersville Town Board of Commissioners shall appoint each member of the Commission.

SECTION II: Commission Powers and Duties

The Public Art Advisory Commission shall serve as the advisory body for the Parks and Recreation Department (the "Department") and the Town of Huntersville. The Commission shall suggest policies to the Department, the Manager and the Town Board of Commissioners within its powers and responsibilities as stated in this ordinance. The Commission shall serve as a liaison between the Department, the Manager, the Board of Commissioners and the citizens of Huntersville. The Commission shall consult with and advise the Department, the Manager, and the Town Board of Commissioners in matters affecting the installation of public art, identifying and selecting public art projects, recommend locations, recommend artists through a selection process, and to its long-range projected program for public art.

The Commission shall assume duties for public art purposes, as follows: Make recommendations: (1) To implement and facilitate the installation of public art in the Town of Huntersville; (2) identify and select public art projects to be implemented and recommend specific locations for art to be retained in the town. All recommended Art pieces must receive final approval from the Huntersville Town Board; (3) on artists through a selection process, and work with Huntersville Parks and Recreation to maintain public art once fabricated and installed. Public art maintenance and conservation decisions will be made by the Commission in consultation with the Huntersville Parks and Recreation staff liaison(s); (4) to provide public educational opportunities & community forums on public art process & importance (5) on funding public art through grants and support for the public art program and advise in the acceptance of any grant, gift, bequest or donation, any personal or real property offered or made available for public art. Any gift, bequest or money or other property, any grant, devise of real or personal property so acquired shall be held, by the Town, used and finally disposed of in accordance with the terms under which such grant, gift, or devise is made or accepted; (6) undertaking programs of research, information, education or analysis relating to matters under its purview.

SECTION III: Appointment of Commission Members

- A) Each Commission member shall be appointed for a term of not more than three (3) years by the Town Board of Commissioners. Members of the Board shall be limited to two (2) consecutive terms, unless waived, however, may be reappointed after remaining off the Board for at least one (1) year. The expiration date of each term shall be the later of the 31st day of December of the year in which said term is to expire or when a successor is appointed and qualifies, and the term of the office of the succeeding member shall begin on the later of the 1st day of January of the succeeding year or the date that the succeeding member is appointed and qualifies._
- B) Initial appointments shall be arranged so that at least two (2), but no more than three (3), of the terms will expire each year. Vacancies occurring on the Commission by death, resignation, of otherwise, shall be filled by the Board of Commissioners for the unexpired terms.

- C) Of the nine (9) existing positions on the Commission, two positions should be allocated to representation from within the ETJ of the Town—one position from the Eastern ETJ and one position from the Western ETJ- if acceptable applications have been received by a representative of one or both ETJs.

SECTION IV: Meetings

- A) The Commission shall meet monthly. The Chairman, or in his/her absence, the Vice-Chairman, may call a special meeting at any time.
- B) Regular Commission meetings will be held on the Second (2nd) Wednesday of each month at 6:30 pm.

SECTION V: Attendance

An appointed member who misses more than three (3) consecutive regular meetings shall lose his/her status as a member of the Commission until reappointed or replaced by the Town Board of Commissioners. Additionally, an appointed member must attend at least 66% of all regular meetings in any twelve (12) month period. Failure to do so will result in that member losing his/her status as a member of the Commission until re-appointed or replaced by the Town Board of Commissioners. Absences due to sickness or emergencies shall be regarded as approved absences. In the event of a long illness, or other prolonged absence a member may be replaced.

SECTION VI: Quorum

A quorum (majority of the membership) shall be in attendance before any action can be taken. The Assistant Parks and Recreation Director shall also attend regular meetings.

SECTION VII: Officers

There shall be a Chairman and Vice-Chairman of the Commission. An annual election of the Chairman and Vice-Chairman shall be held by the Commission members and shall occur at the regular monthly meeting in January. Huntersville ETJ representatives are not eligible to serve as Chairman. Officers shall serve for one year from election, with eligibility for re-election. New officers shall take office immediately after election. In the event an officer's appointment to the Commission is terminated, the replacement to this office shall be elected by the Commission, from its membership, at the meeting following the termination. The Assistant Parks and Recreation Director shall serve as Secretary of the Commission.

SECTION VIII: Officers' Duties

- A) The Commission Chairman shall preside at all meeting and sign all documents relative to action taken by the Commission. The Chairman shall appoint all sub-committees.
- B) When the Chairman is absent, the Vice-Chairman shall perform the duties of the Chairman. When both the Chairman and Vice-Chairman are absent, a temporary Chairman shall be selected by those members who are present.
- C) The Assistant Parks and Recreation Director, or his/her designee, shall serve as Secretary to the Commission. He/She may delegate all or part of these duties to another Department employee with the approval of the Commission, but shall be held responsible for the satisfactory accomplishment of the secretarial duties. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings, prior to the next scheduled meeting.

SECTION IX: Order of Business

- A) The general order of business shall be as follows:
 - Determination of quorum and attendance
 - Approval of minutes of previous meeting
 - Old business
 - New business
 - Adjournment
- B) The agenda shall be set by the staff liaison of Huntersville Parks and Recreation Department and the Committee Chair; any change to the agenda may be requested by a member and/or voted upon by the Commission.
- C) Items of business at the regular meeting shall appear on the agenda.

SECTION X: Action by Commission

All actions of the Commission shall be in the form of a motion, duly seconded, and voted upon by all members present. If no quorum is present, the only motion permitted is a motion to adjourn, including a motion to adjourn to a specified date and time which may be other than the regular meeting date and time.

Affirmative votes from a majority of the members present and voting shall be required to adopt any motion. Except where a conflict of interest is confirmed, no Member shall abstain from voting. Failure to vote shall be counted as a “yes” vote.

SECTION XI: Committees

- A) The Executive Committee shall consist of the Chairman, Vice-Chairman, and the Secretary (Assistant Director).
- B) The Committee Chairman is authorized to appoint standing temporary and/or project committees as needed.

SECTION XII: Conflict of Interest

The Committee shall follow the Code of Ethics for Members of Boards, Committees, and Commissions of the Town of Huntersville, North Carolina, as adopted by the Board of Commissioners.

SECTION XIII:

The latest edition of Robert’s Rules of Order shall prevail at meetings of the Commission unless otherwise specified within these bylaws.

SECTION XIV: Adoption and Amendment

These bylaws shall be reviewed annually by the Commission with recommendations provided to the Board of Commissioners, if required.

HUNTERSVILLE PARKS AND RECREATION COMMISSION BYLAWS

Town Board approved:

SECTION I: Creation; Appointment of Members

There is hereby created a Huntersville Parks and Recreation Advisory Commission (the “Commission”), composed of up to nine (9) citizens of the Town of Huntersville. Membership should include one (1) representative from the Eastern Extraterritorial Jurisdiction (“ETJ”) and one (1) representative from the Western ETJ. However, if acceptable applications are not received from a citizen of one or both ETJs, other appointments shall be considered. The Huntersville Town Board of Commissioners shall appoint each member of the Commission.

SECTION II: Commission Powers and Duties

The Parks and Recreation Advisory Commission shall serve as the advisory body for the Parks and Recreation Department (the “Department”) and the Town. The Commission shall suggest policies to the Department, the Manager and the Town Board of Commissioners within its powers and responsibilities as stated in these bylaws. The Commission shall serve as a liaison between the Department, the Manager, the Board of Commissioners and the citizens of Huntersville. The Commission shall consult with and advise the Department, the Manager, and the Town Board of Commissioners in matters affecting recreation policies, programs, philosophy, finances, operations, and the acquisition and disposal of lands and properties related to the total community recreation program, and to its long-range, projected program for recreation.

The Commission shall assume duties for recreation purposes, as follows: Make recommendations: (1) for the establishment of a system of supervised recreation for the Town; (2) to set apart for use as parks, playgrounds, recreation centers, or other recreation areas and structures, and lands or buildings owned by or leased to the Town with approval by the Board of Commissioners, for improvements of such lands and the construction, equipping and staffing of such buildings and structures as may be necessary for the recreation program within those fund allocated to the Department; (3) and advise in the acquisition of lands and structures through gifts, purchase, lease or loan, or other means provided by the general statutes of North Carolina and as approved by the Board of Commissioners; (4) and advise in the acceptance of any grant, gift, bequest or donation, any personal or real property offered or made available for recreation. Any gift, bequest or money or other property, any grant, devise of real or personal property so acquired shall be held, by the Town, used and finally disposed of in accordance with the terms under which such grant, gift, or devise is made or accepted; (5) and advise in the construction, equipping, operation, and maintenance of parks, playgrounds, recreation center and all buildings and structures necessary or useful to Department function, and will advise in regard to other recreation facilities which are owned or controlled by the Town or leased or loaned, to the Town.

SECTION III: Appointment of Commission Members

- A) Each Commission member shall be appointed for a term of not more than three (3) years by the Town Board of Commissioners. Members of the Board shall be limited to two (2) consecutive terms, unless waived, however, may be reappointed after remaining off the Board for at least one (1) year. The expiration date of each term shall be the later of the 31st day of December of the year in which said term is to expire or when a successor is appointed and qualifies, and the term of the office of the succeeding member shall begin on the later of the 1st day of January of the succeeding year or the date that the succeeding member is appointed and qualifies.
- B) Initial appointments shall be arranged so that at least two (2), but no more than three (3), of the terms will expire each year. Vacancies occurring on the Commission by death, resignation, of otherwise, shall be filled by the Board of Commissioners for the unexpired terms.
- C) Of the nine (9) existing positions on the Commission, two positions should be allocated to representation from within the ETJ of the Town—one position from the Eastern ETJ and one position from the Western ETJ- if acceptable applications have been received by a representative of one or both ETJs.

SECTION IV: Meetings

- A) The Commission shall meet monthly. The Chairman, or in his/her absence, the Vice-Chairman, may call a special meeting at any time.
- B) Regular Commission meetings will be held on the third (3rd) Wednesday of each month at 6:30 pm.

SECTION V: Attendance

An appointed member who misses more than three (3) consecutive regular meetings shall lose his/her status as a member of the Commission until reappointed or replaced by the Town Board of Commissioners. Additionally, an appointed member must attend at least 66% of all regular meetings in any twelve (12) month period. Failure to do so will result in that member losing his/her status as a member of the Commission until re-appointed or replaced by the Town Board of Commissioners. Absences due to sickness or emergencies shall be regarded as approved absences. In the event of a long illness, or other prolonged absence a member may be replaced.

SECTION VI: Quorum

A quorum (majority of the membership) shall be in attendance before any action can be taken. The Parks and Recreation Director shall also attend regular meetings.

SECTION VII: Officers

There shall be a Chairman and Vice-Chairman of the Recreation Commission. An annual election of the Chairman and Vice-Chairman shall be held by the Commission members and shall occur at the regular monthly meeting in January. Huntersville ETJ representatives are not eligible to serve as Chairman. Officers shall serve for one year from election, with eligibility for re-election. New officers shall take office immediately after election. In the event an officer's appointment to the Commission is terminated, the replacement to this office shall be elected by the Commission, from its membership, at the meeting following the termination. The Parks and Recreation Director shall serve as Secretary of the Commission.

SECTION VIII: Officers' Duties

- A) The Recreation Commission Chairman shall preside at all meeting and sign all documents relative to action taken by the Commission. The Chairman shall appoint all sub-committees.
- B) When the Chairman is absent, the Vice-Chairman shall perform the duties of the Chairman. When both the Chairman and Vice-Chairman are absent, a temporary Chairman shall be selected by those members who are present.
- C) The Parks and Recreation Director, or his/her designee, shall serve as Secretary to the Commission. He/She may delegate all or part of these duties to another Department employee with the approval of the Commission, but shall be held responsible for the satisfactory accomplishment of the secretarial duties. The Secretary shall mail to all members copies of official reports and the official minutes of all regular and special meetings, prior to the next scheduled meeting.

SECTION IX: Order of Business

- A) The general order of business shall be as follows:
 - Determination of quorum and attendance
 - Approval of minutes of previous meeting
 - Old business
 - New business
 - Adjournment
- B) The agenda shall be set by the Huntersville Parks and Recreation Department and the Committee Chair; any change to the agenda may be requested by a member and/or voted upon by the Commission.

- C) Items of business at the regular meeting shall appear on the agenda.

SECTION X: Action by Commission

All actions of the Commission shall be in the form of a motion, duly seconded, and voted upon by all members present. If no quorum is present, the only motion permitted is a motion to adjourn, including a motion to adjourn to a specified date and time which may be other than the regular meeting date and time.

Affirmative votes from a majority of the members present and voting shall be required to adopt any motion. Except where a conflict of interest is confirmed, no Member shall abstain from voting. Failure to vote shall be counted as a “yes” vote

SECTION XI: Committees

- A) The Executive Committee shall consist of the Chairman, Vice-Chairman, and the Secretary (Director).
- B) The Committee Chairman is authorized to appoint standing temporary and/or project committees as needed.

SECTION XII: Conflict of Interest

The Committee shall follow the Code of Ethics for Members of Boards, Committees, and Commissions of the Town of Huntersville, North Carolina, as adopted by the Board of Commissioners.

SECTION XIII:

The latest edition of Robert’s Rules of Order shall prevail at meetings of the Commission unless otherwise specified within these bylaws.

SECTION XIV: Adoption and Amendment

These bylaws shall be reviewed annually by the Commission with recommendations provided to the Board of Commissioners, if required.

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Jacob Glass, Staff Attorney

Date: May 17, 2021

Subject: Huntersville/ElectriCities Operations Center Lease Agreement

EXPLAIN REQUEST:

Resolution to amend the area of rental responsibility and rental allocation for the Huntersville/Electricities Operations Center Lease.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution Fourth amended Lease Electricities final
2. Fourth amended Lease Electricities clean

**RESOLUTION TO AMEND AND RESTATE THE
HUNTERSVILLE/ELECTRICITIES OPERATIONS
CENTER LEASE AGREEMENT**

WHEREAS, the Town of Huntersville (the “Town”) is the owner of the land, with a building containing approximately 8,552 square feet of usable space (the "Building") located at 11316 Sam Furr Road; and

WHEREAS, pursuant to a Lease Agreement dated July 1, 1997 ("Original Lease"), a first amendment thereto approved by the Board of Commissioners on May 19, 2008 ("Amendment"), an Amended Restated Lease dated September 17, 2012 ("Restated Lease"), a Second Amended and Restated Lease dated June 1, 2015 (“2nd Amended Lease”), and a Third Amended and Restated Lease Dated May 21, 2018 (“3rd Amended Lease”) the Town leases the Building to ElectriCities of North Carolina, Inc., (the “Tenant”) with the leased area and the financial obligations apportioned between Tenant, as operator of the Huntersville Electric System, and Cornelius Electric System and Tenant on behalf of the Power Agency Group (hereafter, "NCMPA 1"); and

WHEREAS, the Term of the 3rd Amended Lease ends June 30, 2021 and the parties wish to enter into a 4th Amended Lease (the “4th Amended Lease”) at the terms described in the 4th Amended Lease attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the Town will not need the use of the above-described land and Building subject to the 4th Amended Lease for the duration of the proposed lease term.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town of Huntersville Board of Commissioners hereby determines that the Town will not need the use of the above-described property and Building for the duration of the lease term.
2. The Town of Huntersville Board of Commissioners hereby approves the 4th Amended Lease, as further described in the attached “Exhibit A.”
3. The Mayor of the Board of Commissioners, the Town Manager, and the Clerk to the Board are hereby authorized to sign all necessary documents on behalf of the Town in order to effectuate this transaction.
4. This resolution shall become effective upon adoption.

Adopted this 17th day of May, 2021.

John Aneralla, Mayor, Town of Huntersville

ATTEST:

Janet Pierson, Clerk to the Board

EXHIBIT “A”
(4th Amended Lease)

**FOURTH AMENDED AND RESTATED HUNTERSVILLE/ELECTRICITIES
OPERATIONS CENTER LEASE AGREEMENT**

This Fourth Amended and Restated Lease Agreement ("Fourth Amended Agreement") is made as of the _____ day of _____, 2021, by and between the TOWN OF HUNTERSVILLE (hereafter, "Town") and ELECTRICITIES OF NORTH CAROLINA, INC. (hereafter, "Tenant"), for itself and as operating entity for the Huntersville Electric System and the Cornelius Electric System.

WITNESSETH

WHEREAS, Town is the owner of the land, with a building containing approximately 8,552 square feet of usable space (the "Building") located at 11316 Sam Furr Road; and

WHEREAS, pursuant to a Lease Agreement dated July 1, 1997 ("Original Lease"), a first amendment thereto approved by the Board of Commissioners on May 19, 2008 ("Amendment"), an Amended Restated Lease dated September 17, 2012 ("Restated Lease"), a Second Amended and Restated Lease dated June 1, 2015 ("2nd Amended Lease"), and a Third Amended and Restated Lease Dated May 21, 2018 ("3rd Amended Lease") Town leases the Building to Tenant with the leased area and the financial obligations apportioned between Tenant as operator of the Huntersville Electric System and Cornelius Electric System and Tenant on behalf of the Power Agency Group (hereafter, "NCMPA 1"); and

WHEREAS, Tenant's rental payments for the portion attributable to the operation of the Huntersville and Cornelius Systems are allocated between the Huntersville Electric Enterprise Fund ("Huntersville Fund") which pays sixty-five (65%) percent and the Cornelius Electric Enterprise Fund ("Cornelius Fund") which pays thirty-five (35%) percent. The rent for the area not used for the operation of the Huntersville and Cornelius Funds are paid by Tenant but with funds not from the Huntersville Fund nor the Cornelius Fund; and

WHEREAS, the rental rate is and will continue to be based upon an annual rate of \$9.50 per square foot; and

WHEREAS, the Parties wish to amend and restate the Lease to re-allocate the area and the rental responsibility between Tenant as operator of the Huntersville and Cornelius Systems, and on behalf of NCMPA1 and on behalf of Electricities Corporate Group in the following manner:

Operation of the Huntersville and Cornelius Systems: 6,019 square feet- \$57,180.50

NCMPA1: 1,000 square feet-\$9,500.00

Corporate Group: 1,533 square feet- \$14,563.50

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby amend and restate the Original Lease, as amended, and agree as follows:

I. PREMISES

Town hereby leases to and Tenant (for itself and on behalf of the Huntersville Electric System and the Cornelius Electric System) hereby accepts rental of the Building of approximately 8,552 square feet located at 11316 Sam Furr Road, ("Leased Premises") together with reasonable right

of usage of the parking and outside areas associated with the Leased Premises. Tenant accepts the total leased Premises for the term stated and at the rental agreed to herein as may be extended or amended.

II. TERM

The term of this Agreement shall be deemed to begin as of July 1, 2021 and continue for a period of three (3) years to and including June 30, 2024. In any event this lease shall terminate as of that date unless parties mutually agree to renew or to additional terms.

III. RENT

a. Rental Payments, as hereafter set forth, shall be payable in annual payments due on June 1 of each fiscal year of the lease. For example, the lease payment for the lease year of July 1, 2021 through June 30, 2022, shall be due and payable on or before June 1, 2022. If not paid by June 10 of the fiscal year, the payment shall be deemed late and in default.

b. The annual base rent for the Leased Premises shall be calculated at Nine and 50/100 (\$9.50) Dollars per square foot, a total of Eighty-One Thousand Two Hundred Forty-Four and 00/100 (\$81,244.00) Dollars per year. A portion of the annual rental representing the rent for one thousand (1000) square feet (\$9,500.00/sq. ft. annually) shall be allocated to and paid by Tenant for NCMPA1, but not paid from either the Huntersville Fund or the Cornelius Fund, and a portion representing the rent for 1,533 square feet (\$14,563.50.00) shall be paid by Tenant on behalf of the Corporate Group and not paid by the Huntersville Fund or the Cornelius Fund. The balance shall continue to be paid by the respective Electric Enterprise Funds by a separate agreement between the two funds, currently set at sixty-five (65%) percent for the Huntersville Fund and thirty-five (35%) percent for the Cornelius Fund (or other future percentage split as mutually agreed upon by Both Huntersville and Cornelius).

c. Notwithstanding the provisions of paragraph III(b), the annual rental obligation of the Huntersville Fund to the Town shall continue to be paid partially in the form of a credit against the advance for the new construction under the 2008 amendment in the nature of prepaid rent as set forth in the Amended and Restated Lease, presently in the amount of \$7,574.11 for each year through fiscal year 2024, and a final credit for fiscal year 2025 in the amount of \$2,736.02. There will be no credit for the amounts paid by Huntersville Fund for the Interior Upfitting. The balance of the Huntersville Fund share of rent for the appropriate fiscal year shall be paid as set forth in III(a). The Cornelius Fund, in addition to its share of the Base Rent, shall continue to pay its share of the cost of the 2008 new construction.

d. In the event any rental payment is not received in the office of the Town on or before the 10th day of June of any fiscal year, a late payment charge of two (2%) percent of the Tenant's annual rent shall be added to the rental obligation. This additional sum shall become automatically due and payable without notice, and failure to make payment of this additional amount shall be deemed a failure to pay rent and a default in this Agreement

IV. RENEWAL

At the end of the three-year term as specified above, this Lease shall terminate as of June 30, 2024, unless the parties hereto have mutually agreed to renew, or enter into a new Agreement for an additional term or terms.

V. SECURITY DEPOSIT

a. The Town hereby acknowledges that it had received a security deposit in the sum of two thousand six hundred eighty-eight dollars (\$2,688.00), the equivalent of 1/12 of the initial annual rental payment to secure Tenant's performance of the terms of the Original Lease. Tenant acknowledges that in the event this Lease is renewed, Town may require Tenant to deposit with Town on the first day of the commencement of the new lease period, sufficient additional funds so that the security deposit held by Town is equal to 1/12th of one year's then current rental payment. In the event Tenant shall fail to maintain the security deposit at the necessary amount, such failure shall constitute a ground of default.

b. The security deposit, or so much as is then available after deduction of all proper charges, shall be returned to Tenant no later than thirty (30) days following termination of this Lease.

c. Town may use, apply or retain the whole or any part of the security deposit to the extent required for the payment of any rent or other sum as to which the Tenant is in default, or for any sum which the Town may expend or may be required to expend by reason of the Tenant's default in respect of any of the terms of this Lease. Tenant may not assign or encumber the security deposit, and the Town shall not be bound by any such assignment or encumbrance.

d. In the event of any default in the terms and conditions of this Lease, which default results in the expenditure of funds by Town, but which does not result in the termination of this Lease, Town shall have the option of applying as much of the security deposit as is necessary to cover such expenditures.

VI. USE OF PREMISES

a. Tenant shall use the leased premises as an operations center for serving electrical customers and maintaining electrical distribution systems.

b. The Tenant shall not use or occupy or permit the Leased Premises to be used or occupied, nor do or permit anything to be done in or on the Leased Premises, in a manner which would be deemed disreputable or extra hazardous, or make void or voidable any insurance then in force with respect thereto, or which will result in any increase in the customary premium charged for warehouse insurance, or cause Town to be unable to obtain at regular rates for fire or other insurance required to be maintained by the Tenant or Town hereunder, or which will cause or be likely to cause structural damage to the Building or any part thereof, or which will constitute a public or private nuisance, and shall not use or otherwise permit the Leased Premises to be used or occupied in any manner which will violate any present or future laws of any governmental authority.

c. Town shall have the right to establish reasonable and uniform rules governing use of the Leased Premises by Tenant in order to ensure compliance with public laws, ordinances, and regulations and insurance requirements to protect the premises.

d. Town covenants that Tenant, upon the prompt payment of rent and other previously mentioned charges and upon the performance of all other covenants herein, shall and may peaceably and quietly have, hold, and enjoy the leased premises for the term of this Lease.

VII. TENANT IMPROVEMENTS

Except for the conversion to office space as hereinabove provided, Tenant accepts the leased premises as is. After receiving written permission from town, which permission shall not be unreasonably withheld, Tenant may, at his or her own expense, improve all interiors of the Leased Premises in conformance with agreed uses, provided that all improvements shall be in compliance with all applicable codes, ordinances, and regulations. The Town, at its discretion, may make improvements to the property at the Tenant's request, with requisite increases in rent to cover the improvements. All such improvements, whether paid for by Tenant or Town, shall remain the property of the Town at the termination of this Lease.

VIII. REPAIRS AND MAINTENANCE

- a. Tenant shall be responsible for maintaining all Tenant improvements, as well as the walls, floors, and ceilings of the Leased Premises, in good repair and in proper condition. Tenant shall insure that all repairs and maintenance performed by or on behalf of Tenant comply with all applicable codes and regulations, and that the Town's approval is obtained prior to commencement of any such work.
- b. Tenant shall be responsible for the prompt repair of any damage or injury caused by Tenant to the Building, its fixtures, and appurtenances at his or her sole cost and expense and to the satisfaction of Town. Tenant shall be responsible for the repair or replacement of any and all plate glass and windows in the Building which become damaged.
- c. At the expiration of the term of this Lease, Tenant shall be required to pay the cost of returning the Leased Premises to the same condition as when the term of this Lease commenced, reasonable wear and tear excepted. It is expressly agreed that Tenant shall not be required to bear the cost of repairing the Leased Premises unless such expenditure is required due to the Tenant's decoration of the premises which, in the Town's sole direction, causes the same to be reasonably un-rentable without such repairs.

IX. UTILITIES

The Tenant is responsible for all utilities necessary for the use of the Leased Premises.

X. DEFAULT

- a. The occurrence of any of the following shall be considered an event of default hereunder:

- i. If the Tenant shall be in default in the performance of any covenant of this Lease (other than the covenants for the payment of rent), and such default is not cured within thirty (30) days after written notice thereof given by the Town; or, if such default shall be of such nature that it cannot be cured completely within such thirty (30) day period, if the Tenant shall not have promptly commenced within such thirty (30) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.
- ii. If the Leased Premises become vacant or deserted for a period of thirty (30) days without prior written notice to Town.
- iii. If Tenant shall attempt to assign or sublet the Leased Premises in violation of the provisions of Article XIII.
- iv. If the Tenant shall be in default in the payment of any rent and such default is not cured within five (5) days after written notice thereof by Town.
- v. In the event the Tenant or Town files a voluntary petition in bankruptcy, or is adjudicated as bankrupt, or insolvent; or makes an assignment for the benefit of its creditors; or allows any judgment or lien to remain outstanding for more than thirty (30) days.
- vi. In the event the Tenant fails to maintain the security deposit at the necessary amount.
- b. Upon the occurrence of an event of default as defined above, Town, in addition to any other lawful right or remedy with it may have, may do any or all of the following:
 - i. Declare the rent for the balance of the term immediately due and payable, and collect the same by available legal remedies;
 - ii. Repossess the Leased Premises, and with or without terminating this Lease, relet the same at such amount as Town deems reasonable and if the amount is less than the rent required under this Lease, Tenant shall immediately pay the difference on damages. All expenses of Town repairing, restoring, or altering the Leased Premises for reletting, together with leasing fees and all other expenses in seeking and obtaining a new tenant, shall be charged to and be a liability of Tenant. Notwithstanding anything contained herein, this Lease shall not be considered terminated unless the Town shall specify in writing. In the event of any litigation between Town and Tenant, the prevailing party shall be entitled to recover reasonable attorney fees.

XI. FIRE AND OTHER CASUALTY

In the event of irreplaceable or irreparable damage by fire or other casualty to the Building in which the Leased Premises are located, meaning any such damage that cannot be reasonably restored or repaired within sixty (60) days, this Lease shall immediately terminate. In such event, any rent of such amounts to the Town as may then be due and all rights under this Lease shall terminate. In all other cases where the Leased Premises may be damaged by fire or other casualty, the Town shall repair the damage with all due dispatch, to the extent that there are insurance proceeds available, and if the damage has rendered the Leased Premises untenable, in whole or in part, there shall be an apportionment determined by the Town of the rent to be paid until the damage has been repaired. Tenant shall be responsible for the

repair and replacement of all personal property and Tenant improvements located in the Leased Premises.

XII. INDEMNIFICATION; INSURANCE

Tenant agrees to and does hereby indemnify and hold Town harmless against any and all claims, demands, judgments, damages, actions, causes of actions, injuries, and expenses of any kind, including but not limited to attorney fees arising out of or by reason of Tenant's use or occupancy of the premises, including but not limited to wrongful or negligent acts of Tenant, its officers, employees, agents, guest, or invitees. In addition, and not in lieu thereof, the Town reserves the right to require liability insurance, in the amounts and under the conditions deemed necessary by the Town based on the use of the space. Should such insurance be required, Tenant must provide Town with a Certificate of Insurance stating the name of company, liability limits, coverage dates and contact agent.

Town shall provide casualty insurance insuring against loss by fire, or other hazards for the Building in such amounts as the Town shall deems appropriate, and for personal property and equipment belonging to Town. Tenant shall be responsible for its own casualty insurance for personal property and equipment owned by it and not a part of the Building and Tenant does hereby waive and hold Town harmless for any claim that Tenant may have by reason of damage or destruction of its personal property and equipment.

XIII. SUBLEASE

Tenant may not sublease, assign, or transfer all or any part of Leased Premises during the term of this Lease. Tenant will remain personally liable for all obligations contained herein, and Town's acceptance of rental payments from any sublessee shall not be deemed a release of Tenant's obligations under this Lease, or waiver of any rights which Town may have against Tenant.

XIV. DUTY TO INFORM TOWN OF LATENT OR PATENT DEFECTS

The Tenant has the duty to inform the Town of any latent or patent defects in the Leased Premises of which the Tenant has knowledge.

XV. NOTICES

All Notices required hereby shall be sent to the address designated below, unless changed by written notice:

Town:

Town of Huntersville
PO Box 664
Huntersville, NC 28070

Tenant:

ElectriCities of NC, Inc.
PO Box 2819
Huntersville, NC 28070

XVI. ENTIRE AGREEMENT

This Lease can only be an agreement in writing, signed by both parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XVII. SITUS

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The sole venue for the resolution of any dispute hereunder shall be a State or Federal Court sitting in Mecklenburg County, North Carolina.

IN WITNESS WHEREOF, the parties have executed this Fourth Amended Agreement on this ____ day of _____, 2021.

TOWN OF HUNTERSVILLE:

By: _____
Anthony Roberts, Town Manager

ATTEST:

Janet Pierson, Town Clerk

ELECTRICITIES OF NORTH CAROLINA, INC.

By: _____
_____, _____

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: Stephen Trott, Director

Date: May 17, 2021

Subject: Abandon and Close an unopened right-of-way within the Vermillion Front Development

EXPLAIN REQUEST:

Request to Adopt of Resolution of Intent to Abandon Right-of-Way for an unopened street within the Vermillion Front Development

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution of intent to close ROW Vermillion Front
2. Vermillion Front RW abandonment Cover Letter 5-7-21
3. Vermillion Front Petition 5-7-21

**Resolution Declaring Intent to Abandon and
Close an unopened right of way**

WHEREAS, Vermillion Front, LLC has filed a petition to close a part of an unopened right of way in the Town of Huntersville, as designated as “Unopened Street” in the survey attached as Exhibit A; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. § 160A-299 requires that the Board of Commissioners for the Town of Huntersville (the “Board”) first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. § 160A-299, declare its intent to close an unopened right of way, described as “Unopened Street” in the attached Exhibit A.

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board hereby resolves that it intends to close an unopened right of way, described as “Unopened Street” in the survey attached as Exhibit A.
2. The Board hereby calls a public hearing the question of closing the unopened rights-of-way to be held at 6:00pm on Monday, the 21th day of June, 2021, both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC, 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this the __ day of _____, 2021.

Attest:

Clerk to the Board

Mayor, Town of Huntersville

Approved as to Form:

Town Attorney

Exhibit A

SURVEY INFORMATION & PLAT STANDARDS:

1. THIS SURVEY IS A RIGHT OF WAY ACQUISITION MAP OF EXISTING PARCELS OF LAND.
2. THIS PLAT IS A PORTION OF TAX MAP #01905301
3. ZONING: NR(TND-O)
4. ACREAGE OF THIS PLAT: 2.164 ACRES.
5. TOTAL NUMBER OF LOTS ON THIS PLAT: 1.
6. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
7. NORTH ARROW REFERENCE TIED TO NC GRID.
8. THIS SURVEY IS NOT AN ALTA/ACSM LAND TITLE SURVEY.
9. PROPERTY SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH. ADDITIONAL RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES MAY EXIST THAT ARE NOT LOCATABLE OR KNOWN AT TIME OF PLAT.
10. AREA COMPUTED BY COORDINATE METHOD.
11. DASHED LINES INDICATE LINES NOT SURVEYED.
12. #5 REBARS SET AT ALL PROPERTY CORNERS, UNLESS NOTED OTHERWISE.
13. PROPERTY IS OWNED BY BOWMAN DEVELOPMENT GROUP INC.
14. THE PURPOSE OF THIS ABANDONMENT MAP IS TO COMBINE THE OLD R/W WITH THE LOT FOR THE FUTURE VERMILION FRONT SUBDIVISION.
15. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS NOT SHOWN.

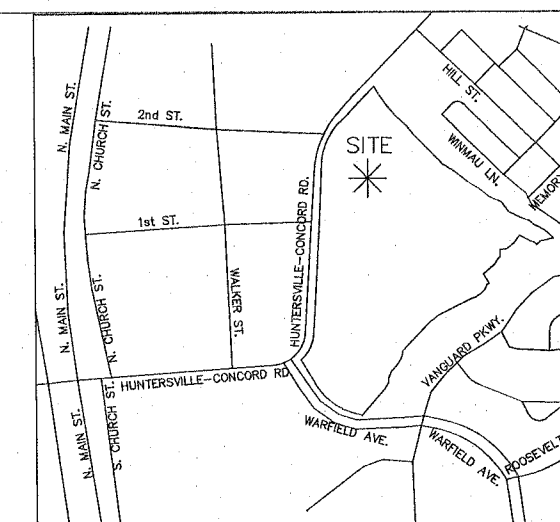
CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HERON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL SEWER LINES AND ALL WATER LINES TO THE CHARLOTTE-MECKLENBURG UTILITY DEPARTMENT. IF APPLICABLE.

DIVISION OF HIGHWAYS DISTRICT ENGINEER CERTIFICATE
I HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION
ALONG THE EXISTING STATE MAINTAINED ROADWAY(S)
SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS
PUBLIC RIGHT OF WAY BY THE NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.

DISTRICT ENGINEER DATE

ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON



VICINITY MAP NOT TO SCALE

Curve Table					
Curve #	Length	Radius	Chord	Bearing	Delta
C1	54.89	238.69	54.77	N7°48'06"E	13°10'33"
C2	38.67	238.69	38.63	N19°01'50"E	9°16'56"

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

REVIEW OFFICER _____ DATE _____

EXEMPT SUBDIVISION/RECOMBINATION PLAT

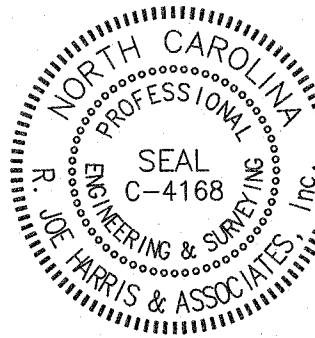
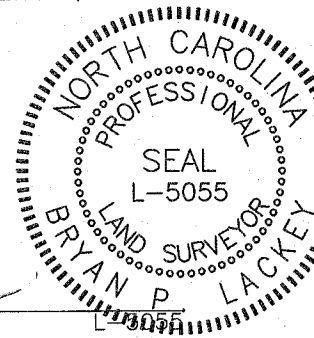
THIS PLAT REPRESENTS A DIVISION OF PROPERTY WITHIN THE JURISDICTION OF THE TOWN OF HUNTERSVILLE THAT MAY OR MAY NOT RESULT IN THE CREATION OF TRACTS OF LAND THAT ARE COMPLIANT WITH THE STANDARDS OF THE ZONING AND SUBDIVISION ORDINANCE. IT IS NOT SUBJECT TO THE PROVISIONS OF THE HUNTERSVILLE SUBDIVISION ORDINANCE AND DOES NOT REQUIRE THE APPROVAL OF THE HUNTERSVILLE BOARD OF COMMISSIONERS. HOWEVER ANY FURTHER SUBDIVISION OF THIS PROPERTY MAY BE SUBJECT TO THESE PROVISIONS.

TOWN OF HUNTERSVILLE

TOWN PLANNER DATE

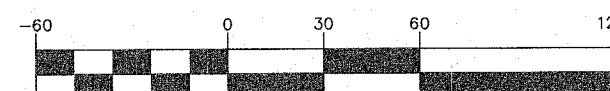
I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR
MECKLENBURG COUNTY, NORTH CAROLINA, COMMUNITY NUMBER
3710465100K DATED NOVEMBER 16, 2018, AND HEREBY CERTIFY
THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD
HAZARD AREA AS DETERMINED BY THE MECKLENBURG COUNTY

I, BRYAN P. LACKEY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 22699, PAGE 750); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 35874, PAGE 624; THAT THE RATIO OF PRECISION AS CALCULATED IS +1:10000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10 DAY OF MAY, 2021.



BRYAN P. LACKEY, PLS

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

N/F
VERMILLION FRONT LLC.
PARCEL ID# 01905212
ZONING: NR (TND-O)
DB: 35874 PG: 624
LOT# 24-36 MB: 3 PG: 342

N88°11'32"W 126.62

N/F
VERMILLION FRONT LLC.
PARCEL ID# 01905324
ZONING: NR
DB: 35874 PG: 624
LOT# 11-15 MB: 3 PG: 342

N/F
VERMILLION FRONT LLC.
PARCEL ID# 01905303
ZONING: NR
DB: 35874 PG: 624
LOT# 9-10 MB: 3 PG: 342

N/F
VERMILLION FRONT LLC.
PARCEL ID# 01905301
ZONING: NR (TND-O)
DB: 35874 PG: 624
LOT# 16-23 MB: 3 PG: 342
1.651 AC±
71.913 SF

N/F
VERMILLION FRONT LLC
PARCEL ID# 01905326
ZONING: NR
DB:35874 PG:624

N/F
VERMILLION FRONT LLC
PARCEL ID# 01905403
ZONING: NR (TND-O)
DB: 35874 PG: 624
MB: 3 PG: 342 &
MB 10 PG 93

NC GRID
MON "HEDRICK"
NAD '83
N=586,835.04
E=1,437,162.95

71,913 SF/1.651 ACRES TOTAL AREA BY PLAT PID# 01905301
22,333 SF/0.513 ACRES IN RIGHT OF WAY TO BE ABANDONED
94,246 SF/2.164 ACRES TOTAL COMBINED AREA OF PID# 01905301 & R/W TO BE ABANDONED

LEGEND:

- | | |
|---|-----------------------------------|
|  | - MONUMENT FOUND |
|  | - PROPERTY LINE |
|  | - RIGHT OF WAY |
|  | - ADJOINER |
|  | - RIGHT OF WAY
TO BE ABANDONED |
|  | - IPF (IRON PIN FOUND) |
|  | - EDGE OF PAVEMENT (EOP) |

RIGHT OF WAY ABANDONMENT
TAX ID#01905301
TO SERVE FUTURE VERMILION FRONT SUBDIVISION
TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY, NORTH CAROLINA

SURVEYED FOR:
VERMILLION FRONT LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NC 28078
PHONE: (704)-875-9704



R. Joe Harris & Associates, Inc
Engineering • Land Surveying • Planning
Management

1186 Stonecrest Blvd, Tega Cay, SC, 29708

P: (803) 802-1799

DWG: RIGHT OF WAY ABANDONMENT	
PROJECT # 3152	
DATE 4-28-21	
DWG SCALE 1" = 60'	
PREPARED BY D. CULVER	
SURVEYED BY B. LACKEY	
SHEET 1	OF 1

Town of Huntersville

Planning Department

105 Gilead Road

Town Center, Third Floor

Huntersville, NC 28078

Re: Request to close an unnamed and unopened road on Map Book 3 Page 342

To Whom it May Concert:

As part of the development of Vermillion Front, Vermillion Front, LLC, with R Joe Harris as the designing Engineers and Land Surveyors, request to close/abandon an unnamed, unopened, and never constructed right of way, that is shown on Map Book 3 Page 342 in the Mecklenburg County Registry. Vermillion Front, LLC., is the sole owner of all parcels of land that the unnamed road adjoins. The intent is for said parcels to be recombined and reconfigured, rendering the aforementioned right of way, irrelevant.

Attached is a petition to close said road in Huntersville that adjoins Tax Parcels 019-05-212, 019-05-301, & 019-05-403. Should you have any questions, please contact Bryan P. Lackey, PLS, or Daniel Gates, PE, at 803-802-1799.

Sincerely,



Bryan P. Lackey, PLS

Cc: Daniel Gates, PE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG PETITION

TO THE MEMBERS OF THE BOARD OF COMMISSIONERS OF
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

(name of petitioner) Vermillion Front, LLC respectfully files this
Petition and requests that (a portion or all of),

(name of street or location of alley) Unnamed Rd, MB 3 PG 342

lying (general description of location) Lying near the intersection of
Second St + Huntersville-Concord Rd in Huntersville
as shown on the map attached hereto and made a part hereof marked "Exhibit A", be
closed and abandoned in accordance with the provisions of Chapter 160A, Section 299,
subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing)

The road was never constructed and will be
irrelevant after future development

2. The closing of Unnamed Road Street is not
contrary to the public interest.

3. No individual, partnership or corporation owning property in the vicinity
of Unnamed Road Street or in the subdivision in which it is located will be deprived of
reasonable means of ingress and egress to his or its property by virtue of the closing.

4. The street (or portion thereof) which petitioner requests be closed and
abandoned is more particularly described by interested bounds in "Exhibit B", attached
hereto and made a part hereof.

5. The street (or portion thereof), requested to be closed and abandoned
has not been previously accepted by the North Carolina Department of Transportation
for maintenance.

Wherefore, petitioner respectfully requests the Board of Commissioners of the
Town of Huntersville consider this Petition and set the time for public hearing upon this
matter as required by law.

Respectfully submitted the 7TH day of MAY, 2021


(signature of petitioner)

ROBERT BOUMAN

(Print Name)

Address: 13815 CENNABAR PL
HUNTERSVILLE, NC 28078

Telephone Number: 704-875-9704

**RIGHT-OF-WAY ABANDONMENT
AGREEMENT OF UNDERSTANDING**

The following property owners have parcels that adjoin the public right-of-way

of Unnamed Road
They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way becomes their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel.

I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner	Signature	Parcel Number
<u>Vermillion Front, LLC</u>		<u>01905212</u>
<u>Vermillion Front, LLC</u>		<u>01905301</u>
<u>Vermillion Front, LLC</u>		<u>01905403</u>

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: David Peete, Principal Planner

Date: May 17, 2021

Subject: Resolution of Intent to Abandon and Close right-of-way for a portion of unopened street (Oyster Lane)

EXPLAIN REQUEST:

Request to Adopt Resolution of Intent to Abandon Right-of-Way for a portion of unopened street (Oyster Lane) within the Huntersville Market Development.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution of intent to close ROW Huntersville Marketplace
2. ROW Abandonment Petition - Huntersville Market 4-21-2021
3. ROW Abandonment Plat - Town Center

**Resolution Declaring Intent to Abandon and
Close a part of Oyster Lane**

WHEREAS, Cambridge-Huntersville, LLC has filed a petition to close a part of Oyster Lane in the Town of Huntersville, as designated as “Oyster Lane – To Be Abandoned” in the survey attached as Exhibit A; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. § 160A-299 requires that the Board of Commissioners for the Town of Huntersville (the “Board”) first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. § 160A-299, declare its intent to close a part of Oyster Lane, described as “Oyster Lane – To Be Abandoned” in the attached Exhibit A.

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board hereby resolves that it intends to close a part of Oyster Lane, described as “Oyster Lane – To Be Abandoned” in the survey attached as Exhibit A.
2. The Board hereby calls a public hearing the question of closing the unopened rights-of-way to be held at 6:00pm on Monday, the 7th day of June, 2021, both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC, 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this the __ day of _____, 2021.

Attest:

Clerk to the Board

Mayor, Town of Huntersville

Approved as to Form:

Town Attorney

Exhibit A

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG PETITION

**TO THE MEMBERS OF THE BOARD OF COMMISSIONERS OF
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA**

(name of petitioner) Cambridge-Huntersville, LLC respectfully files this
Petition and requests that (a portion or all of),
(name of street or location of alley) Oyster Lane
lying (general description of location) between Hylas Lane and Prosperity Church Road extension

as shown on the map attached hereto and made a part hereof marked "Exhibit A", be
closed and abandoned in accordance with the provisions of Chapter 160A, Section 299,
subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing)
Hylas Lane was never constructed and its abandonment was approved as a part
of the rezoning of the adjacent property (Petition #R19-18, approved 11/16/20)
2. The closing of Hylas Lane Street is not
contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity
of Hylas Lane Street or in the subdivision in which it is located will be deprived of
reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and
abandoned is more particularly described by interested bounds in "Exhibit B", attached
hereto and made a part hereof.
5. The street (or portion there of), requested to be closed and abandoned
has not been previously accepted by the North Carolina Department of Transportation
for maintenance.

Wherefore, petitioner respectfully requests the Board of Commissioners of the
Town of Huntersville consider this Petition and set the time for public hearing upon this
matter as required by law.

Respectfully submitted the 21st day of April, 2021


(signature of petitioner)

George Maloomian, Manager of Cambridge-Huntersville, LLC
(Print Name)

Address: 831 E. Morehead Street, Ste. 245

Charlotte, NC 28202

Telephone Number: 704-333-2393

**RIGHT-OF-WAY ABANDONMENT
AGREEMENT OF UNDERSTANDING**

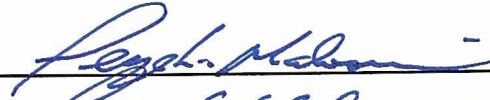
The following property owners have parcels that adjoin the public right-of-way

Cambridge-Huntersville, LLC

They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way becomes their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel.

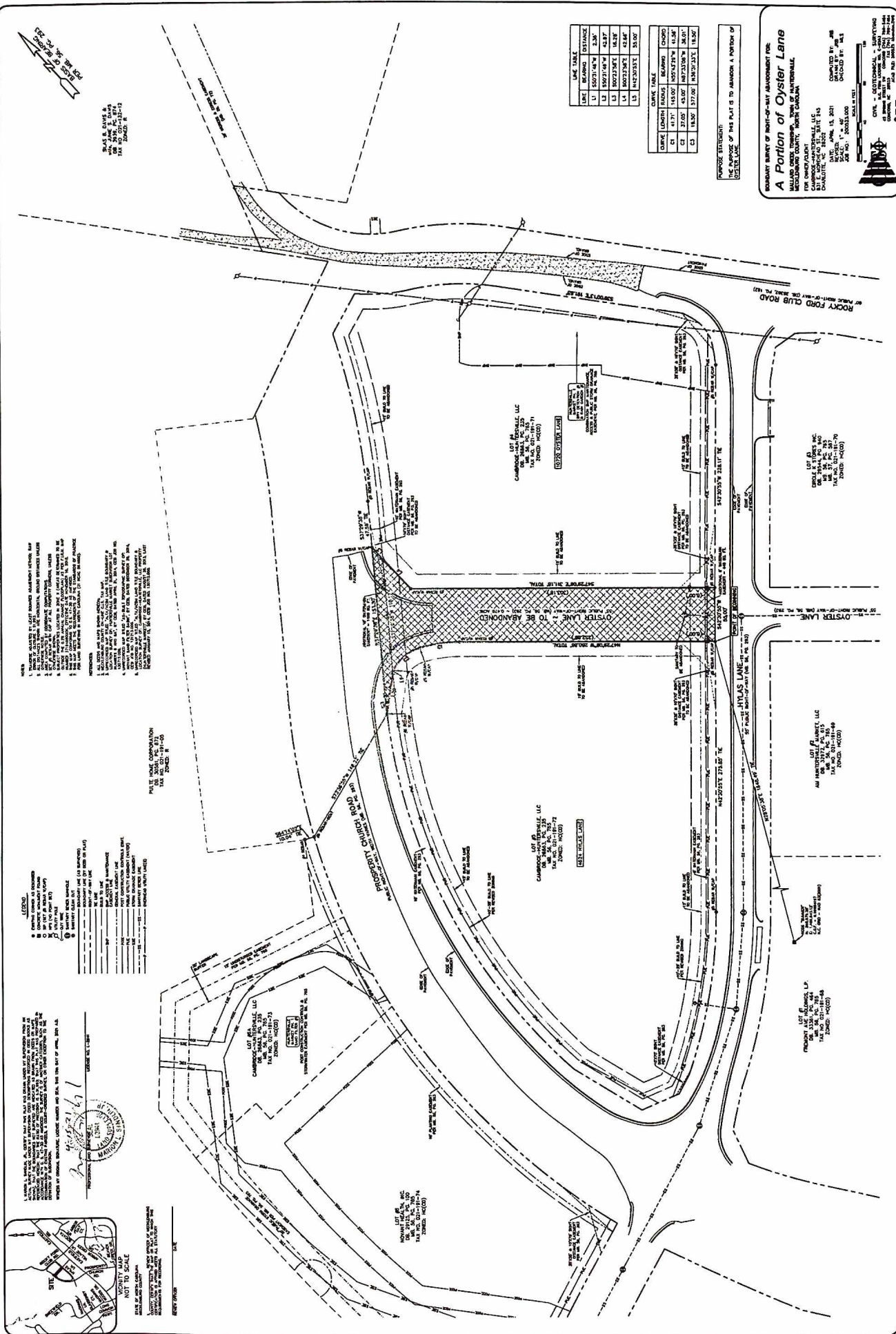
I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner	Signature	Parcel Number
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Cambridge-Huntersville, LLC		021-191-072
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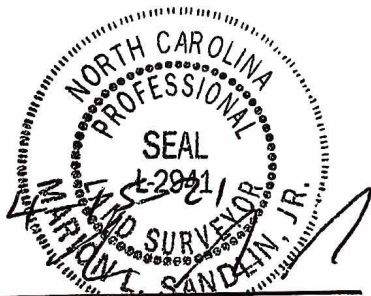
Cambridge-Huntersville, LLC		021-191-71
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Exhibit A

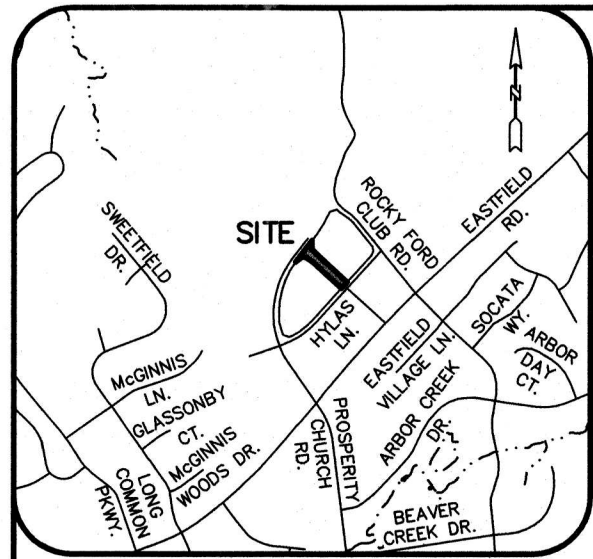


OYSTER LANE ABANDON DESCRIPTION

TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE AT N.C.G.S. MONUMENT "SUMMER" HAVING THE FOLLOWING N.C. GRID ~ NAD 83(2001) COORDINATES N: 598,879.26'; E: 1,466,845.12', THEN RUN N28°05'38"E 1648.49' (GROUND) TO AN EXISTING #5 REBAR WITH CAP LOCATED ON THE NORTHWEST INTERSECTION CORNER OF HYLAS LANE AND OYSTER LANE, SAID POINT ALSO BEING LOCATED N42°30'55"E 275.85' FROM AN EXISTING #5 REBAR WITH CAP AND BEING THE **TRUE POINT OF BEGINNING**; THENCE FROM THE **TRUE POINT OF BEGINNING** AND RUNNING WITH THE NORTHERN PROPERTY LINES OF LOT #5 (HUNTERSVILLE MARKET; MB. 56, PG. 293; MECKLENBURG COUNTY REGISTRY) THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) N47°29'06"W 260.86' TO AN EXISTING #5 REBAR WITH CAP, 2) A CIRCULAR CURVE TO THE LEFT HAVING AN ARC LENGTH OF 41.71', A RADIUS OF 145.00' AND A CHORD OF N55°43'29"W 41.56' TO AN EXISTING #5 REBAR WITH CAP, 3) A CIRCULAR CURVE TO THE LEFT HAVING AN ARC LENGTH OF 37.05', A RADIUS OF 45.00' AND A CHORD OF N87°33'08"W 36.01' TO AN EXISTING #5 REBAR WITH CAP, AND 4) S50°31'46"W 45.23' TO AN EXISTING #5 REBAR WITH CAP BEING LOCATED ON THE EASTERN VARIABLE WIDTH PUBLIC RIGHT-OF-WAY LINE FOR PROSPERITY CHURCH ROAD; THENCE WITH NEW LINES RUNNING ALONG THE EASTERN VARIABLE WIDTH PUBLIC RIGHT-OF-WAY LINE FOR SAID PROSPERITY CHURCH ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) A CIRCULAR CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 19.50', A RADIUS OF 577.00' AND A CHORD OF N36°31'33"E 19.50' TO A COMPUTED POINT, AND 2) N37°29'38"E 153.30' TO AN EXISTING #5 REBAR WITH CAP BEING LOCATED ON THE NORTHWEST PROPERTY CORNER OF LOT #4 IN HUNTERSVILLE MARKET, SAID POINT ALSO BEING LOCATED S37°29'38"W 47.59' OF AN EXISTING #5 REBAR WITH CAP; THENCE WITH THE SOUTHERN PROPERTY LINES OF SAID LOT #4 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S00°23'58"E 58.94' TO AN EXISTING #5 REBAR WITH CAP, AND 2) S47°29'06"E 311.18' TO AN EXISTING #5 REBAR WITH CAP BEING LOCATED ON THE WESTERN 55' PUBLIC RIGHT-OF-WAY LINE FOR HYLAS LANE, SAID POINT ALSO BEING LOCATED S42°30'55"W 228.11' OF AN EXISTING #5 REBAR WITH CAP; THENCE WITH A NEW LINE FOR THE WESTERN 55' PUBLIC RIGHT-OF-WAY LINE FOR SAID HYLAS LANE S42°30'55"W 55.00' TO A POINT, THE **TRUE POINT OF BEGINNING**, CONTAINING 0.478 ACRE, MORE OR LESS, AS SHOWN ON A SURVEY TITLED "BOUNDARY SURVEY OF RIGHT-OF-WAY ABANDONMENT FOR: A PORTION OF OYSTER LANE", BY CESI, DATED APRIL 15, 2021, CESI JOB #200525.000.



Marion L. Sandlin, Jr., PLS L-2941
 CESI Civil-Geotechnical-Surveying
 P.O. Box 268
 45 Spring St. SW
 Concord, NC 28026



VICINITY MAP
NOT TO SCALE

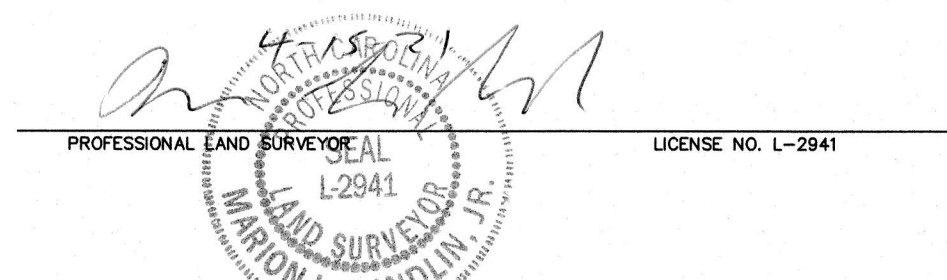
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

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

REVIEW OFFICER _____ DATE _____

I, MARION L. SANDLIN, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN
ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DEED BOOKS AS
SHOWN), THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM DEEDS OR MAPS
REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:51,993; THAT THIS PLAT WAS PREPARED IN
ACCORDANCE WITH G.S. 47-30 AS AMENDED; THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE
RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE
DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 15th DAY OF APRIL, 2021 A.D.



- LEGEND
- EXISTING CORNER AS DESCRIBED
 - CONCRETE MONUMENT FOUND
 - SIP (SET #5 REBAR W/CAP)
 - ⊗ NPS (NO POINT SET)
 - UTILITY POLE
 - GUY WIRE
 - SANITARY SEWER MANHOLE
 - SANITARY CLEAN OUT
 - BOUNDARY LINE (AS SURVEYED)
 - BOUNDARY LINE (BY DEED OR PLAT)
 - RIGHT-OF-WAY LINE
 - TIE LINE
 - BUILD TO LINE
 - BHP ACCESS & MAINTENANCE
 - EASEMENT LINE
 - GENERAL EASEMENT LINE
 - POST CONSTRUCTION CONTROLS ESMT.
 - PUE PUBLIC UTILITY EASEMENT (WATER)
 - SDE STORM DRAINAGE EASEMENT
 - SS SANITARY SEWER LINE
 - P OVERHEAD UTILITY LINE(S)

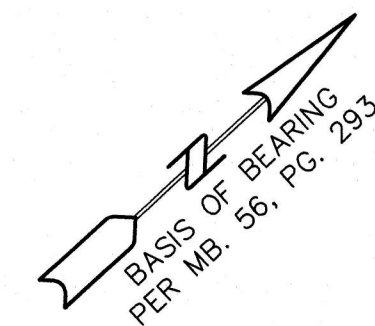
PULTE HOME CORPORATION
DB. 30581, PG. 872
TAX NO. 021-191-05
ZONED: R

NOTES:

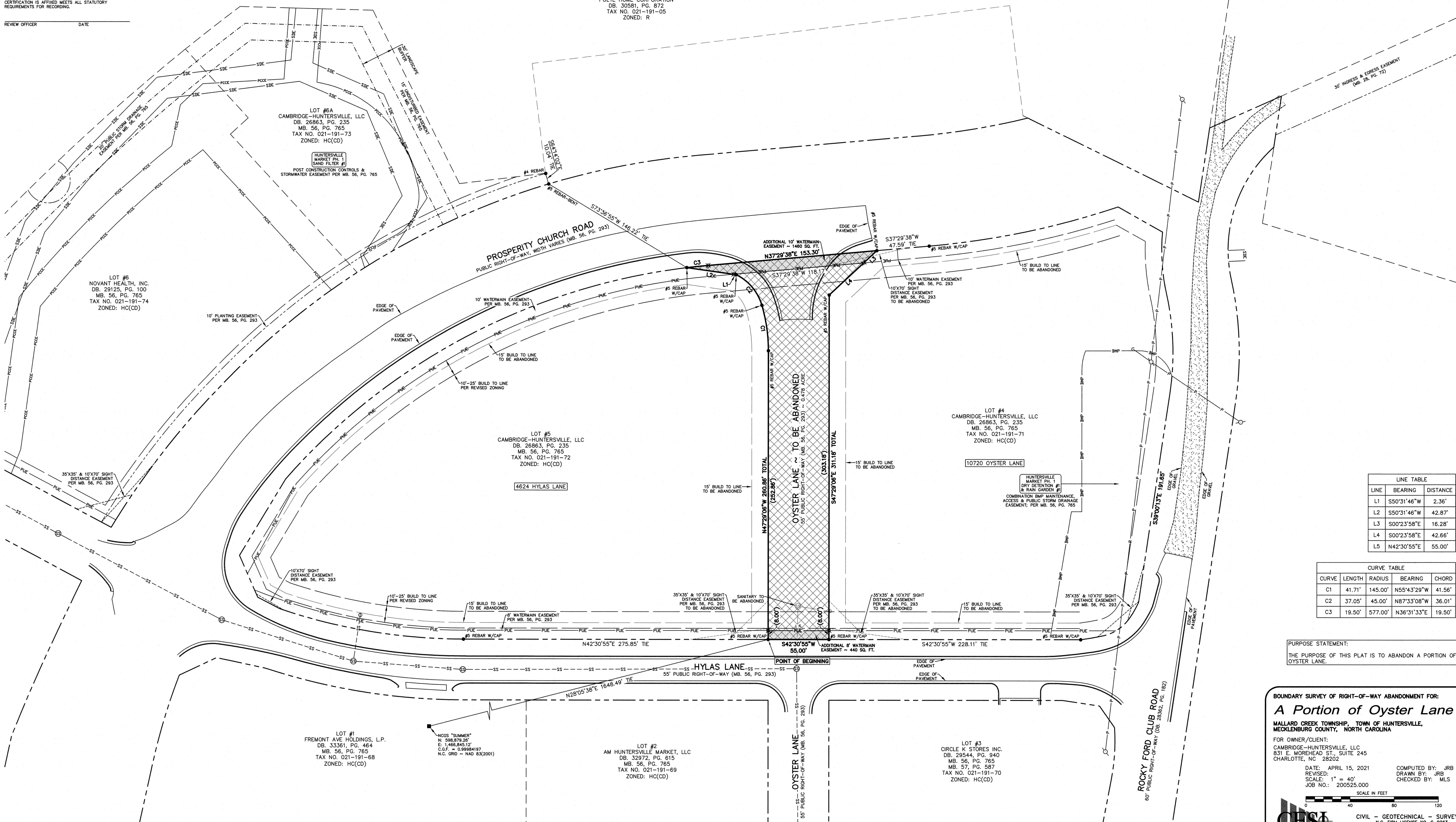
1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD; RAW ERROR OF CLOSURE 1:51,993.
2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. AREA COMPUTED BY COORDINATE COMPUTATIONS.
4. SET #5 REBAR WITH CAP AT ALL PROPERTY CORNERS, UNLESS OTHERWISE SHOWN.
5. SUBJECT PROPERTIES LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER F.I.R.M. MAP NUMBER 3710466000K, EFFECTIVE DATE NOVEMBER 16, 2018.
6. THIS MAP CONFORMS TO G.S. 47-30 AS AMENDED.
7. THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MECKLENBURG COUNTY ON-LINE G.I.S. TAX MAP.
3. UNRECORDED MAP TITLED "ALTA/ACSM LAND TITLE BOUNDARY & LOCATION SURVEY OF: HUNTERVILLE MARKET SUBDIVISION LOT NUMBERS 6 AND 6A", BY CESI, DATED APRIL 21, 2014, CESI JOB NO. 130715.000.
4. UNRECORDED MAP TITLED "AS-BUILT TOPOGRAPHIC SURVEY OF: NOVANT SAND FILTER BASIN", BY CESI, DATED DECEMBER 29, 2014, CESI JOB NO. 131213.000.
5. UNRECORDED MAP TITLED "ALTA/ACSM LAND TITLE BOUNDARY & LOCATION SURVEY OF: CAMBRIDGE-HUNTERVILLE, LLC PROPERTY (HUNTERVILLE MARKET)", BY CESI, DATED AUGUST 26, 2013, LAST REVISED JANUARY 15, 2014, CESI JOB NO. 130712.000.



SILAS B. DAVIS &
WIFE, JUNIE S. DAVIS
DB. 3939, PG. 874
TAX NO. 021-132-12
ZONED: R



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S50°31'46"W	2.36'
L2	S50°31'46"W	42.87'
L3	S00°23'58"E	16.28'
L4	S00°23'58"E	42.66'
L5	N42°30'55"E	55.00'

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	41.71'	145.00'	N55°43'29"W	41.56'
C2	37.05'	45.00'	N87°33'08"W	36.01'
C3	19.50'	577.00'	N36°31'33"E	19.50'

PURPOSE STATEMENT:
THE PURPOSE OF THIS PLAT IS TO ABANDON A PORTION OF
OYSTER LANE.

BOUNDARY SURVEY OF RIGHT-OF-WAY ABANDONMENT FOR:
A Portion of Oyster Lane
MALLARD CREEK TOWNSHIP, TOWN OF HUNTERVILLE,
MECKLENBURG COUNTY, NORTH CAROLINA

FOR OWNER/CLIENT:
CAMBRIDGE-HUNTERVILLE, LLC
831 E. MOREHEAD ST., SUITE 245
CHARLOTTE, NC 28202

DATE: APRIL 15, 2021
REVISED:
SCALE: 1" = 40'
JOB NO.: 200525.000

COMPUTED BY: JRB
DRAWN BY: JRB
CHECKED BY: MLS

SCALE IN FEET
0 40 80 120

CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 788-5404
CONCORD, NC 28025 TAX (704) 788-7454
© CESI 2021 ACAD FILE: 200525 Abandon.DWG

**Town of Huntersville
Town Board
May 17, 2021**

To: Town Board

From: David Peete, Principal Planner

Date: May 17, 2021

Subject: Intent to Abandon and Close Unopened Right-of-way - Holbrook Street and Unnamed Street

EXPLAIN REQUEST:

Request to Adopt of Resolution of Intent to Abandon Right-of-Way for a portion of two (2) unopened streets (Holbrook Street & unnamed street) within the Huntersville Town Center Development.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution of intent to close ROW for North State final
2. ROW Abandonment Petition (signed) 4-5-21
3. ROW Abandonment Petition - Angus
4. ROW Abandonment Petition - Fletemier
5. ROW Abandonment Petition - NorthState
6. ROW Abandonment Petition - Town of Huntersville
7. ROW Abandonment Plat - Town Center

**Resolution Declaring Intent to Abandon and Close a part of
Holbrook Street and an Unopened Right-of-Way**

WHEREAS, North State HTC, LLC has filed a petition to close a part of Holbrook Street in the Town of Huntersville, as designated as Tract “A” and an unopened right-of-way, designated as Tract “B,” Tract “C,” and Tract “D” in the attached Exhibit A; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, N.C.G.S. § 160A-299 requires that the Board of Commissioners for the Town of Huntersville (the “Board”) first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley; and

WHEREAS, the Board desires to, pursuant to N.C.G.S. § 160A-299, declare its intent to close a part of Holbrook Street, described as Tract A, and an unopened right-of-way, described as Tract B, Tract C, and Tract D in the attached Exhibit A.

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board hereby resolves that it intends to close a part of Holbrook Street, described as Tract A, and an unopened right-of-way, described as Tract B, Tract C, and Tract D in the attached Exhibit A.
2. The Board hereby calls a public hearing the question of closing the unopened rights-of-way to be held at 6:00pm on Monday, the 7th day of June, 2021, both in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC, 28078, and virtually via livestream at <https://www.facebook.com/HuntersvilleNCTownGovernment>.
3. The Clerk of the Board is hereby directed to publish a copy of this Resolution once a week for four successive weeks prior to the public hearing.
4. This Resolution shall be effective as of the date of its adoption.

Adopted this the __ day of _____, 2021.

Attest:

Clerk to the Board

Mayor, Town of Huntersville

Approved as to Form:

Town Attorney

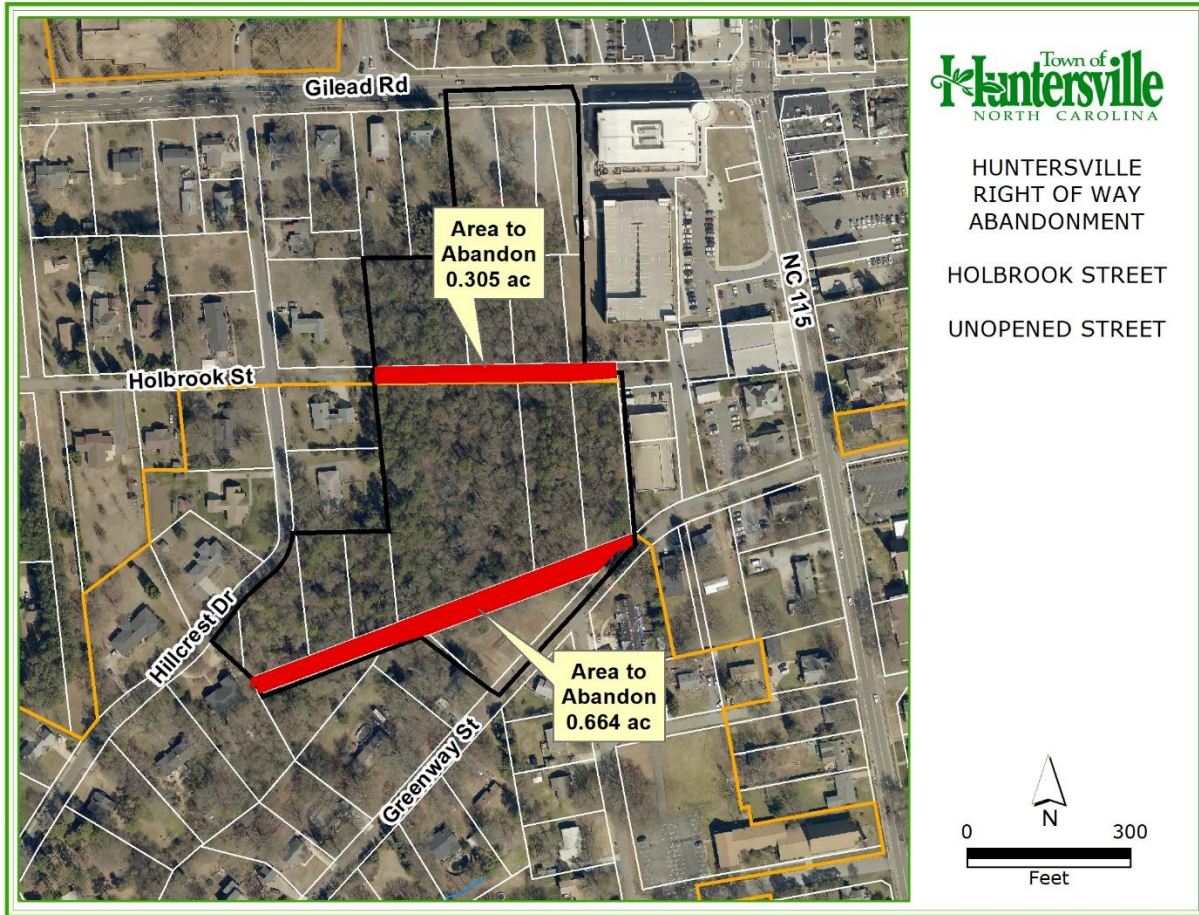


Exhibit A

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG PETITION

TO THE MEMBERS OF THE BOARD OF COMMISSIONERS OF
HUNTERSVILLE, MECKLENBURG COUNTY, NORTH CAROLINA

(name of petitioner) North State HTC, LLC respectfully files this
Petition and requests that (a portion or all of),

(name of street or location of alley) Holbrook, Unnamed Street

lying (general description of location) Huntersville Town Center

as shown on the map attached hereto and made a part hereof marked "Exhibit A", be
closed and abandoned in accordance with the provisions of Chapter 160A, Section 299,
subsection (a) of the General Statutes of North Carolina.

In support of this Petition, your petitioner respectfully alleges that:

1. (give reason for requested closing)

Relocation of a portion of Holbrook Street
Realignment of unnamed Street

2. The closing of unnamed Street Street is not
contrary to the public interest.

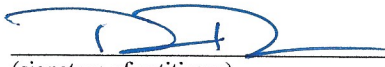
3. No individual, partnership or corporation owning property in the vicinity
of unnamed Street or in the subdivision in which it is located will be deprived of
reasonable means of ingress and egress to his or its property by virtue of the closing.

4. The street (or portion thereof) which petitioner requests be closed and
abandoned is more particularly described by interested bounds in "Exhibit B", attached
hereto and made a part hereof.

5. The street (or portion thereof), requested to be closed and abandoned
has not been previously accepted by the North Carolina Department of Transportation
for maintenance.

Wherefore, petitioner respectfully requests the Board of Commissioners of the
Town of Huntersville consider this Petition and set the time for public hearing upon this
matter as required by law.

Respectfully submitted the 5 day of April, 2021


(signature of petitioner)

David Dupree
(Print Name)

Address: 18825 W. Catawba Av
Suite 250 Cornelius, NC 28031

Telephone Number: 7043614513

Branden A Angus
204 Greenway Drive
Huntersville, NC 28078

**RIGHT-OF-WAY ABANDONMENT
AGREEMENT OF UNDERSTANDING**

The following property owners have parcels that adjoin the public right-of-way

They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way becomes their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel.

I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner

Signature

Parcel Number

Alexis & James Fletemier
209 Hillcrest Dr
Huntersville, NC 28078



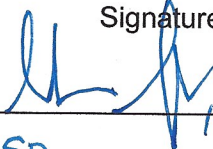
01711816

RIGHT-OF-WAY ABANDONMENT AGREEMENT OF UNDERSTANDING

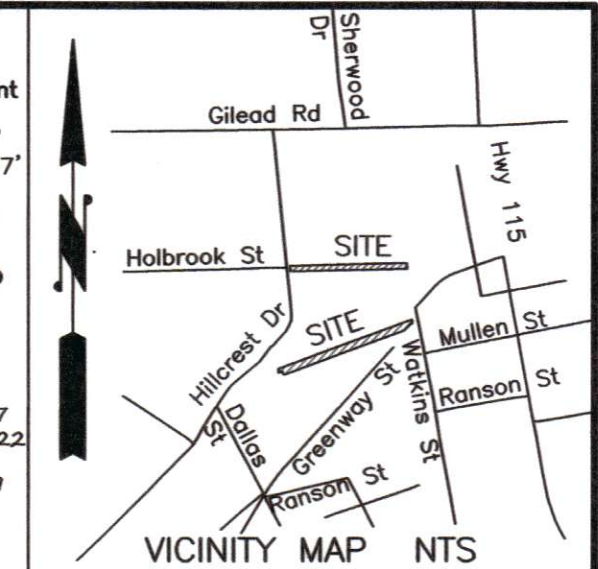
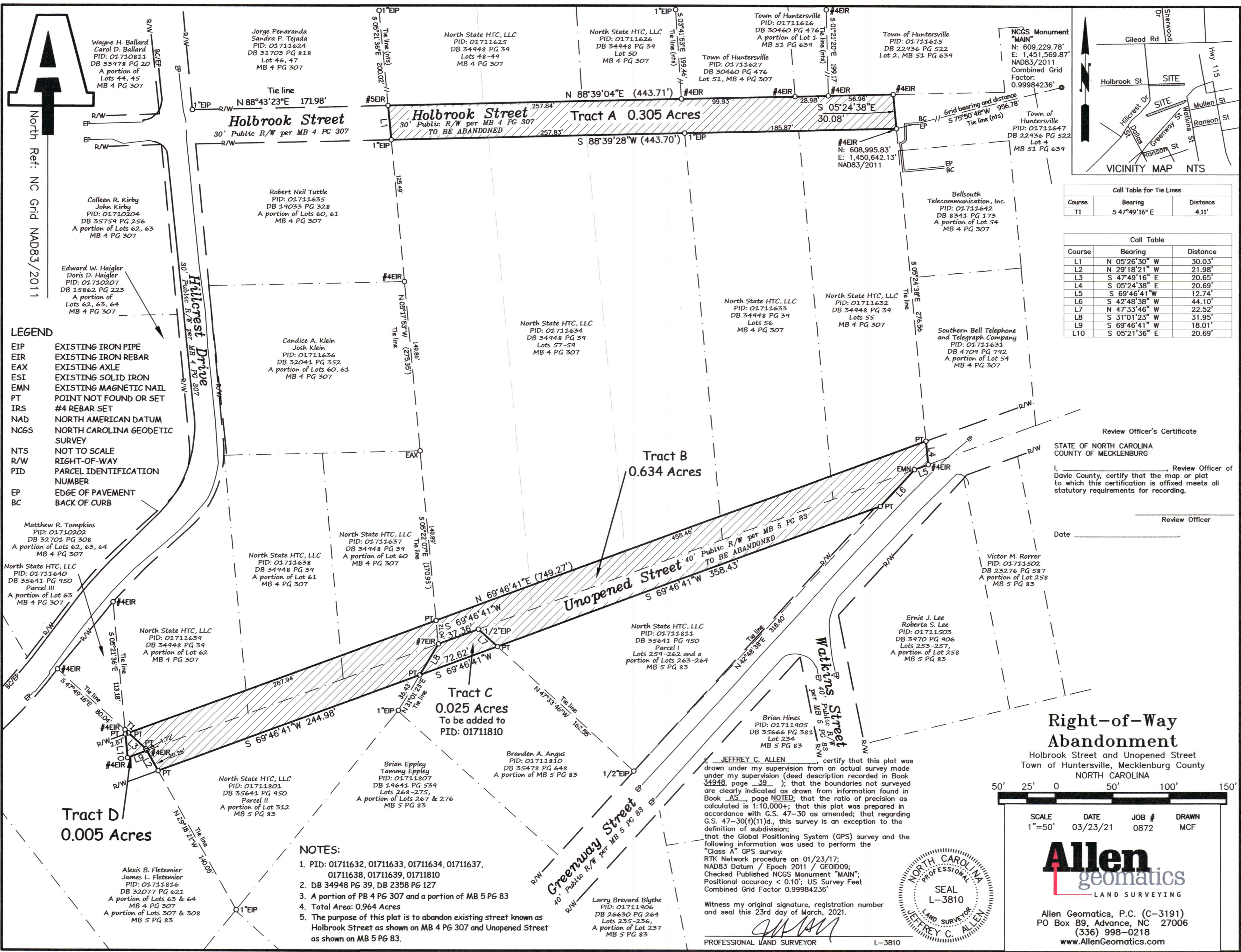
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They hereby indicate, by signature, that they agree with the proposal to abandon that right-of-way. They further understand that once abandoned, a portion of that right-of-way becomes their property. The owners will then be responsible for maintenance and any additional property taxes that may result from the increase in the size of their original parcel.

I understand the statement above and agree with the proposed abandonment.

Name/Address of Property Owner	Signature	Parcel Number
North State HTC, LLC		017111637
18825 W Catawba Ave, Ste 250		017111638
Cornelius, NC 28031		017111639
		017111801
		017111811
		017111621
		017111625
		017111632
		017111633
		017111634

RIGHT-OF-WAY ABANDONMENT AGREEMENT OF UNDERSTANDING



Call Table for Tie Lines		
Course	Bearing	Distance
TI	S 47°49'16" E	4.11'

Call Table		
Course	Bearing	Distance
L1	N 05°26'30" W	30.03'
L2	N 29°18'21" W	21.98'
L3	S 47°49'16" E	20.65'
L4	S 05°24'38" E	20.69'
L5	S 69°46'41" W	12.74'
L6	S 42°48'38" W	44.10'
L7	N 47°33'46" W	22.52'
L8	S 31°01'23" W	31.95'
L9	S 69°46'41" W	18.01'
L10	S 05°21'36" E	20.69'

Review Officer's Certificate

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

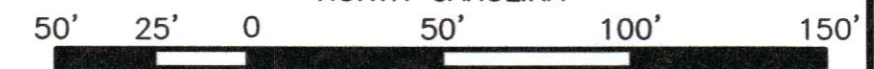
I, _____, Review Officer of
Davie County, certify that the map or plat
to which this certification is affixed meets all
statutory requirements for recording.

Review Officer

Date _____

Right-of-Way Abandonment

Holbrook Street and Unopened Street
Town of Huntersville, Mecklenburg County
NORTH CAROLINA



SCALE 1"=50' DATE 03/23/21 JOB # 0872 DRAWN MCF



Allen Geomatics, P.C. (C-3191)
PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com



JEFFREY C. ALLEN certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 34948, page 39); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page NOTED; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)d., this survey is an exception to the definition of subdivision; that the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:
RTK Network procedure on 01/23/17;
NAD83 Datum / Epoch 2011 / GEOID09;
Checked Published NCGS Monument "MAIN";
Positional accuracy < 0.10"; US Survey Feet
Combined Grid Factor 0.99984236"

Witness my original signature, registration number and seal this 23rd day of March, 2021.

PROFESSIONAL LAND SURVEYOR L-3810

NOTES:

- PID: 01711632, 01711633, 01711634, 01711637, 01711638, 01711639, 01711810
- DB 34948 PG 39, DB 2358 PG 127
- A portion of PB 4 PG 307 and a portion of MB 5 PG 83
- Total Area: 0.964 Acres
- The purpose of this plat is to abandon existing street known as Holbrook Street as shown on MB 4 PG 307 and Unopened Street as shown on MB 5 PG 83.

- ### LEGEND
- EIP EXISTING IRON PIPE
 - EIR EXISTING IRON REBAR
 - EAX EXISTING AXLE
 - ESI EXISTING SOLID IRON
 - EMN EXISTING MAGNETIC NAIL
 - PT POINT NOT FOUND OR SET
 - IRS #4 REBAR SET
 - NAD NORTH AMERICAN DATUM
 - NCGS NORTH CAROLINA GEODETIC SURVEY
 - NTS NOT TO SCALE
 - R/W RIGHT-OF-WAY
 - PID PARCEL IDENTIFICATION NUMBER
 - EP EDGE OF PAVEMENT
 - BC BACK OF CURB