

**Mayor**  
Christy Clark

**Mayor Pro Tem**  
Jennifer Hunt

**Commissioners**  
Alisia Bergsman  
Amanda Dumas  
Edwin Quarles  
LaToya Rivers  
Nick Walsh



**Town Manager**  
Anthony Roberts

**Deputy Town Manager**  
Jackie Huffman

**Assistant Town Manager**  
Bobby Williams

**Town Attorney**  
Emily Sloop

**Town Clerk**  
Janet Pierson

## **AGENDA**

### **Regular Town Board Meeting**

**June 3, 2024 - 6:00 PM**

**TOWN HALL (101 Huntersville-Concord Road)**

**Live Stream available via YouTube  
@townofhuntersvillenc28078**

- 1. Pre-meeting**
- 2. Call to Order**
- 3. Invocation/Moment of Silence**
- 4. Pledge of Allegiance**
- 5. Announcements**
- 6. Public Comments, Requests, or Presentations**
  - 6.A. National Gun Violence Awareness Day Proclamation. *(Mayor Pro Tem Hunt)*
  - 6.B. Global Wellness Awareness Day Proclamation. *(Mayor Pro Tem Hunt)*
  - 6.C. Downtown Plan Update. *(Anthony Roberts)*
- 7. Agenda Changes/Adoption of Agenda**
- 8. Consent Agenda**
  - 8.A. Approve the minutes of the April 29, 2024 Special Town Board Meeting. *(Janet Pierson)*
  - 8.B. Approve the minutes of the May 6, 2024 Regular Town Board Meeting. *(Janet Pierson)*

- 8.C. Approve the minutes of the May 8, 2024 Special Town Board Meeting. (*Janet Pierson*)
- 8.D. Approve the minutes of the May 15, 2024 Special Town Board Meeting. (*Janet Pierson*)
- 8.E. Approve the minutes of the May 20, 2024 Regular Town Board Meeting. (*Janet Pierson*)
- 8.F. Approve the minutes of the May 22, 2024 Special Town Board Meeting. (*Janet Pierson*)
- 8.G. Approve Fifth Amended and Restated Operations Center Lease Agreement with Electricities. (*Emily Sloop*)
- 8.H. Adopt Eighth Capital Project Ordinance amendment for transportation projects. (*Pattie McGinnis*)
- 8.I. Approve budget amendment appropriating Sponsorship revenue in Parks and Recreation for \$14,000 for Growers Market, LaLaCaboosa, Movies in the Park and Just Kidding Around events. (*Michael Jaycocks*)
- 8.J. Approve budget amendment appropriating General Fund balance in the amount of \$170,000 for The Park Greenway design due to the additional greenway length. (*Michael Jaycocks*)
- 8.K. Approve budget amendment appropriating Fund balance in the amount of \$275,000 on the enhanced pedestrian crossing of NC115 at North Mecklenburg High School. These funds will be used for the design, right-of-way and construction of the pedestrian crossing. (*Stephen Trott*)
- 8.L. Approve Community Development Block Grant (CDBG) Cooperative Agreement with Mecklenburg County. (*Bobby Williams*)
- 8.M. Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall on petition #TA24-06 Farmhouse Cluster Changes, a request by the Town of Huntersville Staff to amend Article 3.2.1(e), 3.2.2(e), and Article 12.2.1 "Open Space" to amend farmhouse cluster requirements by requiring an 80-foot vegetated buffer along the street frontage and to not allow open space and tree save to be located within private building lots. (*Nathan Farber*)
- 8.N. Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-07, a request by the Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance, eliminating the family-only occupancy requirement from the General Residential district regulations to achieve consistency with the rules governing Accessory Dwelling Units in other residential zones. (*Patrick Patterson*)

- 8.O. Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-08, a request by the Huntersville Planning Department to amend Article 12.2.1 of the Huntersville Zoning Ordinance, to update the language to specify where a Family Care Home's one-half mile radius distance is measured from. (*Patrick Patterson*)
- 8.P. Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-09, a request by the Huntersville Planning Department to amend Article 8.10 and Article 12.2.1 of the Huntersville Zoning Ordinance, to closer align our rules regarding building separation to North Carolina Building Code Standards and North Carolina Residential Code Standards. (*Patrick Patterson*)
- 8.Q. Call a public hearing for Tuesday, August 6, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-12, a request by the Huntersville Planning Department to amend several sections of the Huntersville Zoning Ordinance. The purpose of the amendment is to transfer selected uses from being permitted by Special Use Permit to Conditional District Rezoning and with Conditions, and delete some uses permitted by Special Use Permit. (*Brad Priest*)

## **9. Public Hearings**

- 9.A. Conduct public hearing on Petition #ANNEX 24-01, a request by Shea Homes Carolina, LLC, to annex 59.462 acres into the Town of Huntersville. (*Lauren Speight*)

## **10. Other Business**

- 10.A. Consider decision on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville. (*Lauren Speight*)
- 10.B. Consider approving proposed FY25 electric rate changes. (*David Lucore*)
- 10.C. Consider adopting the FY 2025 Budget Ordinance. (*Pattie McGinnis*)

## **11. Closing Comments**

## **12. Adjourn**

### **GENERAL MEETING INFORMATION**

#### Town Board:

The Town of Huntersville Mayor and Board of Commissioners are elected for two-year terms. Huntersville operates under the council-manager form of government, which establishes the Town's policies that are carried out by the Town Manager and staff. For more information visit [www.huntersville.org](http://www.huntersville.org).

Meeting Time, Place and Agenda:

All meetings of the Board are open to the public and the public is invited and encouraged to attend. The Board meets in the Town Hall at 6:00 p.m. on the first and third Monday of each month (after July 1 it will be on the first and third Tuesday of each month) (unless otherwise posted). Agendas are published Thursdays before the meeting on our website. The Board reserves the right to deviate from the agenda.

Public Comment and Public Hearing Policy:

Persons desiring to address the Board during the public comment period or a public hearing shall sign up via the speaker sign-up sheet prior to the beginning of the meeting. Once the meeting has begun, a person may not sign up to speak. Persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. The Mayor shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. (Public Comment and Public Hearing Policy - Amended February 19, 2024)

Special Accommodations:

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



## A PROCLAMATION FOR NATIONAL GUN VIOLENCE AWARENESS DAY

**WHEREAS**, every day, more than 120 Americans are killed by gun violence and more than 200 are shot and wounded; and

**WHEREAS**, North Carolina, in an average year, has 1,636 gun deaths, with a rate of 15.3 deaths per 100,000 people, a crisis that costs the state \$19.5 billion each year, of which \$471 million is paid by taxpayers. North Carolina has the 23rd highest rate of gun deaths in the United States (*everystat.org*); and

**WHEREAS**, cities across the nation, including Huntersville, are working to end the senseless violence with evidence-based solutions; and

**WHEREAS**, mayors and law enforcement officers, in partnership with local violence intervention activists and resources, who know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

**WHEREAS**, gun violence prevention is more important than ever as we see an increase in firearm homicides, and nonfatal shootings across the country, increased calls to domestic violence hotlines, and an increase in city gun violence; and

**WHEREAS**, on January 29, 2013, 15-year-old Hadiya Pendleton was tragically shot and killed; and so, on her birthday, June 2, people across the US recognize National Gun Violence Awareness Day; and

**WHEREAS**, anyone can join this campaign by pledging to wear orange on June 7, to help raise awareness about gun violence and to pay tribute to Hadiya and all victims and survivors of gun violence and the loved ones of those victims; and

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

**NOW, THEREFORE**, I, Jennifer Hunt, Mayor Pro Tem of Huntersville, do hereby proclaim June 7, 2024 as "**NATIONAL GUN VIOLENCE AWARENESS DAY**" in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 3<sup>rd</sup> day of June, 2024.

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Jennifer Hunt, Mayor Pro Tem



## **A PROCLAMATION FOR GLOBAL WELLNESS AWARENESS DAY**

**WHEREAS**, Wellness is an active process of becoming aware of and making choices towards a healthy and fulfilling life. It is more than being free from illness, it is a dynamic process of change and growth; and

**WHEREAS**, Embarking on a wellness journey is a process of searching for the appropriate tools to make you a healthier and happier human being, plus discovering your own effective methods to use these tools for continued growth and development; and

**WHEREAS**, Since 2012 the second Saturday of June is celebrated as Global Wellness Day, an international day dedicated to living well, both physically and spiritually; and

**WHEREAS**, This day provides an excellent opportunity for the Town of Huntersville to demonstrate its support for this better living movement. The purpose of setting aside this one day a year is to raise awareness of the importance of wellness by directing the thoughts of both individuals and society towards the possibility of living a better life every day. The main aims of the day are:

1. To recognize the value of our lives
2. To pause and think, even if for just one day of the year
3. To be free from the stress of everyday city life and bad habits
4. To make peace with ourselves
5. To raise awareness about living well and increase motivation, not just for today, but for the remaining 364 days of the year.

**NOW, THEREFORE**, I, Jennifer Hunt, Mayor Pro Tem of Huntersville, do hereby proclaim June 8, 2024 as **"GLOBAL WELLNESS AWARENESS DAY"** in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 3 day of June, 2024.

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Jennifer Hunt, Mayor Pro Tem



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Janet Pierson, Town Clerk

**Subject:** Approval of Minutes - April 29, 2024

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### **EXPLAIN REQUEST:**

Consider approving the minutes of the April 29, 2024 Special Town Board Meeting.

### **ACTION RECOMMENDED:**

Approve Minutes

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

1. Draft Minutes

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

**April 29, 2024  
5:00 P.M. – Huntersville Town Hall  
101 Huntersville-Concord Road**

The Huntersville Board of Commissioners held a Special Meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC, at 5:00 p.m. on April 29, 2024, to discuss the proposed budget for FY25.

Mayor Clark called the Special Meeting to order.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Anthony Roberts, Town Manager, reviewed the Draft of the Manager's Recommended Budget. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Commissioner Dumas said I tried to drive around and get an idea of the projects that I wasn't as familiar with and when it comes to the Ferrelltown Parkway, clearly our most expensive expense this coming year, I think I'd like to know more about that. There's still a ton of construction happening and houses out there. I wonder if there's a better way to prioritize that. It feels like that one might be able to be waited on, but I don't know.

Stephen Trott, Director of Engineering, said I'm going to talk in general about the project and hopefully get maybe some more specific details on it. Ferrelltown Parkway goes north and south. The portion south of Keyes Meadow is the part that was built by the development. The remaining part was not. Only right-of-way was set aside as part of that when that rezoning was approved. Originally, I think back when the rezoning was initially submitted, the whole road was in there but during the rezoning process a portion of it was removed. The project we are working on is to finish Ferrelltown Parkway as it was envisioned through the development. There's right-of-way that would be set aside by the developer for that, so there's no homes kind of in the middle of where the road would go. They are spread out to the sides on that, and so the project would extend that two lanes with turn lanes as needed through the development and then also up there on Ramah Church Road. There's utilities. There's overhead, underground, probably name it, it's out there along Ramah Church Road, and so that also has to be relocated as part of it. This is not a short section of the road. There's no road out there to widen, so it would be all new road for the Ferrelltown part and then widening and improving Ramah Church.

Commissioner Dumas said I'm not arguing that we don't need it. I guess I'm wondering if it needs to happen next year or if it can wait, just because there's a way to get to Ramah Church from this neighborhood. There's not a lot of density in regards to the homes out there and so we are spending a significant amount of money on something where we have so much pain points everywhere else. If you could prioritize, would you think this is a higher priority.

Mr. Trott said do you want traffic commuting through a local street in a neighborhood or would you rather them use a thoroughfare, which this will be a minor thoroughfare, so there won't be any homes with driveways on Ferrelltown Parkway. This will be more of a traffic mover, not a major highway, so instead of people taking Fred Brown and coming through those local streets they would use this to get from place to place. Also, the homes are being built out there. It's a good time to also build the road before everything kind of gets built up and established.

Commissioner Bergsman said I do have a question tied into Ferrelltown because one of the things I was wondering, it looks like the majority of the cost of the project is in the budget for next year and I'm kind of wondering why it's not.....like what's making it not more spread out, like why is it all possibly coming through at the same time.

Mr. Trott said what we have been doing over the past couple of years is working on the design and coordinating with utilities. That's a lower cost but takes a long period of time. Now we are getting to the point where most of that has been done. Now the bigger expense of right-of-way, paying for the utilities and construction, is that big expense at the end. If a project takes four years to deliver, three-quarters of that cost is in that last year when it's being delivered, so you're spending just a little bit of money spread out over the first few years to get up to that point and then that last year for construction. That's why it's a whole lot at the very end.

Mr. Roberts said that's a bond project, so obviously if we're going for bonds for the project then ultimately we are borrowing that money up front. Now there's no way Stephen is going to finish that project all in one year, but we are borrowing the money so that's the reason to frontload it like that. We can put it in the CIP and spread it out, but you're technically borrowing the money and so we pump it in at that point in time.

Commissioner Dumas said in regard to the Holbrook to Dallas connection, are we able to save the trees that are currently there or will we be losing additional trees.

Mr. Roberts said the Holbrook Street to Dallas Street, those trees should be out of the way. That's where a house was right behind Aldi in that little section. I don't know if we are affecting any more trees. If they can stay, we'll let them stay.

Commissioner Dumas said the North Meck Park playground replacement, I was curious about what all is involved with that project.

Michael Jaycocks, Parks & Recreation Director, said that playground is about 16-17 years old. Some of the decks are starting to deteriorate a little bit, so we like to replace them before they get too bad. All the new playgrounds we are doing, we are doing the poured in place rubber surfacing. It's more handicapped accessible, so more ramps and so forth. The more ramps you do, the more steel structure, the more the cost goes up.

Commissioner Bergsman asked about the rationale of adding the parking lot expansion at Holbrook Park now rather than having it combined with the park expansion as a whole.

Mr. Jaycocks said we really don't know when the future park expansion can happen or if it will ever happen, based on availability of purchasing the land. With having two more pickleball courts and with the traffic out there now, we felt that the parking was probably more of a need now than later.

Commissioner Bergsman requested confirmation that the North Mecklenburg High School crosswalk is included since it's not on the list.

Mr. Roberts said proposals for that crosswalk will be presented to the Board at the second meeting in May. We're funding that crosswalk out of FY24.

Commissioner Bergsman expressed concern that the budget doesn't include multi-use paths.

Mr. Roberts said if there are side paths that the Board wants to put in, we'd be all for that. Staff met the other day on looking at whether we can convert some of these areas from sidewalks to side paths, so we are looking at that now. We'll be meeting with Stephen on that to see if there's some options to do that if we haven't already designed, engineered, bought right-of-way for it. The problem with some of these plans, we have a change it feels like every year. One time it's a 5' then it's a 6', then it goes from no bike lanes on the street to side paths, so we are modifying our plans as we move forward. If it's not too late in the game and we haven't already purchased right-of-way on it and designed it and it's one to be converted to a side path, then we would do that. But if there are other side paths out there that you think are very high up on the list that we need to do, I don't think Jackie will slow you down.

Commissioner Bergsman asked how many feet of new sidewalk will \$500,000 get us.

Mr. Trott said not a whole lot. To give you just some comparison, the Huntington Green sidewalk project that's under construction, that's a little over a mile of sidewalk and you are in the \$4.5 million to \$5 million range. These are your smaller, shorter connections – maybe a couple hundred feet here, a couple hundred feet there that we have to do minimal grading, minimal property acquisition. If you really want to do lots of side paths and make some larger connections, it will take some significant dollars to make those happen.

Commissioner Hunt asked if the hotel could chip into the cost of the Arahova Drive roundabout.

Mr. Trott said the roundabout needs to be upgraded. There's a new connection to the Food Lion shopping center that's out there. There's a back way to get out and the large trucks that can come out of that now can come out this way to get to the new traffic signal that will be going in there by the credit union and so to make sure that those trucks can get through there, the roundabout needs to be modified to accommodate for those larger vehicles.

Commissioner Hunt asked what the end goal was for the 115/McCord to NC 73 project.

Mr. Trott said that project is a project that the Town applied for CRTPO dollars and it's to widen existing 115 between 73 and McCord. This project would make it four-lane divided and then add bike accommodations on both sides of the road through that whole section. I guess the ask is to get started on that. We've been allocated the funding, but we haven't started on that one yet. This is probably a 6 to 8 year type duration of project to go through because of the process and also the federal process and dollars associated with it.

Commissioner Rivers asked where the Waymer Park splash pad would be located in relation to the parking lot expansion.

Mr. Jaycocks said it will be in that flat area up above the basketball courts.

Commissioner Bergsman asked what's our current size of the police fleet.

Chief Graham said 110 vehicles.

Commissioner Dumas requested clarification that the Town has had the same number of positions within the police force since 2017.

Mr. Roberts said we've added positions, but not Town funded. CMPD patrolled outside of the Town limits and when we took that over someone had to patrol it, so Mecklenburg County decided to contract with us and to be able to provide service out there we hired additional officers to patrol those areas. They paid for that.

Ms. Huffman noted it has been difficult for us to fill sworn positions, so we have added several non-sworn positions and the victim's advocate positions are examples of non-sworn positions we've added. As you can imagine, we've added many residents since 2017, but to not have added any officers, the officer count per 1,000 residents has declined.

Mr. Roberts said if we look at the sort of generic population numbers, we're 38 to 45 behind. I couldn't hire that even if I wanted to, so 10 is realistic. Hopefully we can hire 10. This is the first time we have been full in a long time.

Commissioner Quarles asked are you fully staffed on your non-sworn positions.

Chief Graham said we filled in all of our positions, so we are full all the way around.

Commissioner Walsh asked if the minimum salary for starting officers is included as part of the pay study.

Mr. Roberts said every employee is involved. I think some of the ranges for police officers will be moving.

Commissioner Quarles said looking at this with the proposed 22.75 tax rate, that would still have us lower than some of our neighboring communities if I'm not mistaken.

Ms. Huffman said Cornelius has a lower tax rate, but Davidson does not and Charlotte does not. The average tax rate of the Top 20 North Carolina municipalities in population is 50.8 cents, so we'd still be less than half of the average.

Commissioner Bergsman requested a breakdown be provided at the next budget meeting of the monthly tax impact for a low, medium and high valued home. Also, how challenging would it be for Huntersville to have a tax assistance relief program like Davidson, so residents who are on fixed incomes and at our lowest economic or income brackets may have some form of assistance.

Ms. Huffman said if the law allows Davidson to do it, I don't know why the law wouldn't allow us to do it. Having said that, we prepared the budget thus far based a 22.75 tax rate for all taxpayers. If we're going to change that for some and make it lower, then to generate the same amount of revenue it

would be higher for some people. We've got colleagues in Davidson that will return our calls, so we'll figure out how to implement it.

Mr. Roberts said we'll do some research and make a couple of calls to Davidson to see how that process works, how many actual people were impacted. Obviously, it would be different here, but maybe we could find out what their policy is.

Commissioner Walsh said I believe Davidson is doing it with donations and not town funds.

Ms. Huffman said by statute we have to charge every residential/commercial taxpayer the same rate and so if they have a rebate program, that's going to be different. We should make sure all of our taxpayers know that Mecklenburg County has an elderly exemption, homestead exemption related to farms, and I believe there is some assistance for Veterans.

Commissioner Bergsman said have there been any major increases and what we are paying for Medic.

Mr. Roberts said we receive some funds for calls. We're first responders, so we get some funds for that. It's a small amount of funds that we get from the county. It's \$100,000, and we get some supplies based on our supplies that we use up that are funded or given back to us. There has been conversation between the managers that the funding structure is antiquated and old and needs to be updated. We have proposed to the county manager that we need to relook at that formula.

Ms. Huffman said Medic has made a cost per call payment to the fire department and now that the fire department is effectively folding into the Town, we've worked through the application process for those funds in FY25 to come to the Town. I don't anticipate an issue, but those Medic funds have not traditionally come to the Town, but they will in the future now that we have the fire department directly.

Mr. Roberts noted that non-profit funding is not included in the budget and will be handled separately by budget amendment in the July timeframe, which allows any members of the Board that are involved in those non-profits to recuse themselves.

Commissioner Walsh requested \$150,000 be added to the budget so that we show that Huntersville is making a commitment to attainable housing. How we ultimately spend that money will be determined at a later point. We've been meeting as a group and have some ideas, but I would like personally to see us put a stake in the ground and make a statement of behalf of Huntersville.

It was the general consensus of the Board to include \$150,000 in the budget for attainable housing.

Mayor Clark said do we have any kind of estimate on what the non-profit requests are going to be.

Mr. Roberts said I would say it's probably \$250,000 max.

Commissioner Dumas noted that Holbrook Park did not have a bike rack and asked if there is something we can do to incent people to purchase a bike.

Mr. Roberts said there are grant programs that we have done, but those are typically bikes for folks who need bikes or bike helmets. We'll do a little research before May 6 to see what's out there.

Commissioner Dumas suggested asking new businesses that are wanting to come to downtown to put a bike rack outside their business.

Brian Richards, Planning Director, said we always encourage new businesses to put them in. They are not a requirement, but we always encourage them to do that.

Mr. Roberts and Ms. Huffman reviewed the 5-year forecast. *Refer to Spreadsheet attached hereto as Exhibit No. 2.*

Mayor Clark said can you remind us why in fiscal year 24 the tax rate was set at 17 cents and you had proposed it at 19 cents knowing we were going to build a town hall, have firefighters and bonds.

Mr. Roberts said we had proposed a 19 cent tax rate. The board chose to go with the 17.6 cents knowing obviously they put us down the path which started spending funds on town hall, started moving in the direction of converting the fire department over and those costs were coming. It wouldn't have been as much of an impact on citizens if we had stuck at 19 cents instead of 17.6 cents.

Ms. Huffman encouraged Board members to come meet with her to discuss budget in detail.

There being no further business, the special meeting was adjourned.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Janet Pierson, Town Clerk

**Subject:** Approval of Minutes - May 6, 2024

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### **EXPLAIN REQUEST:**

Consider approving the minutes of the May 6, 2024 Regular Town Board Meeting.

### **ACTION RECOMMENDED:**

Approve Minutes

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

1. Draft Minutes

**TOWN OF HUNTERSVILLE  
TOWN BOARD MEETING  
MINUTES**

**May 6, 2024**

**6:00 p.m. – Huntersville Town Hall  
101 Huntersville-Concord Road**

**PRE-MEETING**

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:15 p.m. on May 6, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

**Classification and Compensation Study.** Rob Williamson, Evergreen Solutions, LLC presented results of Classification and Compensation Study. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

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

**REGULAR MEETING  
TOWN OF HUNTERSVILLE  
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on May 6, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

**ANNOUNCEMENTS**

Budget Engagement Sessions

- Brew on the Budget May 8 and 15; Budget in the Board Room May 22

Next Mayor's Coffee Mixer – May 22

Mayor's Fitness Challenge Wrapping Up

Free Workout with Commissioner Dumas and Teal Fitness rescheduled for May 18

Subscribe to the Town's Newsletter

#### Police Department Updates

- Thirteen people completed the Huntersville Citizens Police Academy; next academy will begin in September
- Three new officers completed training and are starting regular patrols this month
- HPD would like to thank St. Mark's Church for hosting a law enforcement luncheon this past week
- National Police Week is May 12-18

Ways to connect with us – website, social media pages, Town of Huntersville app

#### **PUBLIC COMMENTS**

Bill Fountain said as a former high school economics teacher, I learned to appreciate the wisdom of Thomas Sowell who is a famous black economist and social philosopher. He said that the problem is Johnny doesn't know what thinking is. He confuses it with feelings. Over the years thanks to our leftist CMS school board members, our public schools use social emotional learning, that's called SEL, to indoctrinate our youth to follow their feelings or passions while trashing moral values. These progressive views are to focus less on academic content and more onto what the student attitudes, mindsets and behaviors are. And we've all witnessed what the decaying academic results have been, so the question is how can a child learn to read, write and do math if without reasoning. A recent behavior research and therapy study found that after completing an SEL program students were more anxious, they had more anxiety, they reported more difficulty managing their problems or emotions and they reported worse relationship with their parents. These results are not surprising because SEL is really about cultivating victimhood and thus we're going to have unhappiness. Some teachers say, by the way, that they want to teach from the beginning of the class until the end of class, but under SEL they can't do that because what they describe is they have to play some SEL games. It's time for CMS to get rid of the SEL and go back to reforming and refocusing back on academics and Godly virtues.

Ashley Wiley said I come to you tonight because I found our local public schools' COO deleting financial documents and also redirecting funds. This is important to us at a municipal level because all of the maintenance that should have been done that wasn't, this is why. The teachers that we've been begging for, the certified staff, the bonuses, the raises for our teachers, just the overall well-being for our children, without having Huntersville Elementary raining from the ceiling every time it rains, the mold in there is just ungodly. It would also be very nice for us to have the schools built that were promised. They were redirecting funds meant to go to teachers and to school level staff and it was going to executive staff. Also, in the most recent budget meeting that was done, CMS COO Brian Schultz deleted financial oversight documents. Those financial oversight documents are very important to us because we need to know why that was done. We need to know what was not done and we also need to have the accurate and factual information, as we just passed a bond that does make additional monetary consequence to every taxpayer here. Having original documents is a must. When COO's and CFO's aren't accountable, do we really have any sort of an open honest public government or any transparency. We need oversight and we need accountability and it would be very nice if you were to please help the county commissioners in obtaining that.

**Affordable Housing Awareness Month Proclamation.** Mayor Clark proclaimed May 2024 as Affordable Housing Awareness Month.

### **A Proclamation For Affordable Housing Awareness Month**

**WHEREAS**, Affordable Housing Awareness Month is a dedicated time to assess the current needs, act, and celebrate our success in building, maintaining, and preserving affordable housing; and

**WHEREAS**, according to the University of North Carolina Charlotte Urban Institute's 2023 *North Mecklenburg Housing Needs Assessment*, the median home value in Mecklenburg County is \$375,571, which is \$100,000 less than the median home value in northern Mecklenburg County of \$477,328; and

**WHEREAS**, according to the 2023 *North Mecklenburg Demographic and Housing Assessment*, the workforce and low to middle income seniors are the most impacted by northern Mecklenburg County's rapid population growth and increase in the cost of housing; and

**WHEREAS**, lack of affordable housing increases homelessness, tax revenue loss, healthcare costs, contributes to a less diverse workforce, places a more significant burden on public services and stunts economic growth. The affordable housing crisis in Charlotte-Mecklenburg is everyone's problem; and

**WHEREAS**, we must all come together to address this issue through partnerships with government at every level (local, state, federal), as well as corporate, philanthropic, community and other stakeholders who are critical to help in building new affordable units, maintaining affordable housing through critical home repair and regular maintenance and preserving affordable housing through legislation and community engagement.

**NOW, THEREFORE**, I, Christy Clark, Mayor of the Town of Huntersville, do hereby proclaim May as "**AFFORDABLE HOUSING AWARENESS MONTH**" in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 6 day of May, 2024.

**Kids to Parks Day Proclamation.** Mayor Clark proclaimed May 18, 2024 as Kids to Parks Day.

### **A Proclamation For Kids to Parks Day**

**WHEREAS**, May 18, 2024, is the fourteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

**WHEREAS**, We should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

**WHEREAS**, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors.

**NOW, THEREFORE**, I, Christy Clark, Mayor of Huntersville, do hereby proclaim May 18, 2024 as "**KIDS TO PARK DAY**" in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 6 day of May, 2024.

**North Meck High Boys' Basketball Team.** Mayor Clark recognized the North Mecklenburg High School Boys' Basketball team for winning the 2024 State Championship.

**Manager's Recommended Budget.** Anthony Roberts, Town Manager and Jackie Huffman, Deputy Town Manager, presented the Manager's Recommended Budget for FY25. *Refer to PowerPoint attached hereto as Exhibit No. 2.*

Mr. Roberts said a lot of these slides y'all have seen before, so I'll probably cruise through these pretty quick because we've got a pretty large crowd and I know the kids don't want to hear all these high numbers.

On the budget numbers, I'm going to hit highlights, not read the numbers out. But obviously this is a balanced budget. General fund is roughly \$75 million, which is a small increase from our previous year. There are several enterprise funds – there's an Electric enterprise fund and HFFA. HFFA is fairly flat at

\$3.8 million. Electric fund is decreasing, that's \$28.5 million roughly. There are several special revenue funds which includes the Transportation Reserve, Commerce Station and the Land Development. Those total about \$2.8 million. Then our total budget fund is \$110 million which is slightly up from the previous year of \$109.6 million.

Looking at assessed value, what is our assessed value in FY25. It's roughly \$16.3 billion. That's estimated growth of approximately \$500 million. Huntersville has the highest growth in the county at 3.2 percent and then what does one penny generate on tax rate – roughly \$1.6 million and then obviously property tax collection is our largest source of general fund revenues.

Last year's budget or FY24 which we are in now the Manager, myself, recommended 19 cents. The previous board said let's go revenue neutral at 17.6 cents, so we are setting this up what am I recommending. Obviously at the bottom we're recommending 22.75 cents per \$100 assessed value. How do you get there? Why are we recommending increasing the tax rate? If you recall, we had a financial advisor, Davenport, come in and do a study and looked at if we're going to do Town Hall debt at \$30 million and we're looking at \$58 million in the bond package that the voters approved of \$58 million, we would need a 2.8 cent tax increase, so obviously add that to the 17.6 cents and then we brought in the HFD, Inc. under our umbrella and had to go full-time because obviously we couldn't find firemen and firewomen to fill the seats, and then we also brought in the part-time firefighters and incorporated those as Town employees, so that's roughly a 1.2 cent tax increase. Then we are hiring 10 police officers that are an estimated impact of 1.15 cents, so you add 1.15, the 1.2 and 2.8 to the 17.6, that gets you the Manager's recommended tax increase 22.75 cents per \$100.

This additional 5.5 cent tax increase represents roughly a \$20 a month cost for an average home of \$460,000 value. The changes in fees – the solid waste fees will stay the same at \$154, vehicle fee at \$20 and storm water fee will stay the same.

What are the new positions in this budget from the personnel side of things. There's 14 new positions. Eight are for full year, six are for starting in January for a partial year. Those eight full-time include five sworn police officers. Obviously, we couldn't hire ten July 1 even if I wanted to because of the process you have to go through. So five sworn officers, a communications specialist, park repair tech and an IT position. And then the half year we would look to hire the other five police officers and a Planner II for the Planning Department.

You heard a little bit at the pre-meeting about the pay study and what's going on with the pay study and trying to get to market, etc. You heard him talk you don't want to continue to do a three year study, you need to be adjusting your ranges as you go along on a yearly basis. We do a COLA here. The COLA this year is not Jackie making it up and pulling it out of the air, it's based on the 2023 Consumer Price Index. There's a 4.1 percent COLA is what we are recommending. The previous year COLA was 8 percent. You kind of heard him talk about obviously a lot of places even though the COLA was 8 percent they probably didn't do the full adjustment. The previous board did a 4 percent COLA adjustment last year. We are looking at an average 2 percent merit pool also and then just what does 1 percent cost. Each 1 percent costs roughly \$277,000. The consultant that was here at the premeeting talked about their total package of what it would cost to implement all these things from the pay range adjustments to the bringing folks up to market etc. Remember that was like a \$1.1 million or so number. If you do the COLA, the 4.1 percent, you do the merit, that's 6.1 and then the rest of the adjustments are the \$450,000, so if you do not do the merit, you do not do the COLA, that \$450,000 rises back up to the \$1.1, 1.2 million, whatever it was. And then the other cost associated with the retirement system is increasing funding of approximately \$320,000.

The operating expenditures – I just talked about converting the HFD, Inc. over to actual Town full-time employees. Solid waste continues to go up even though we are going to leave the fees the same as we take on more houses, and also the CPI adjustment on the contract, that's roughly \$275,000. We are going to look at doing the external agency funding June 17. The external agencies will come here and do a presentation at the premeeting and then the Board will consider what we do with the non-profit external agencies and we'll do a budget amendment at that time as needed.

The sidewalk repairs as neighborhoods continue to grow, trees grow, more sidewalks damage. We are increasing the sidewalk repairs to \$800,000 versus \$500,000 from previous year and then we have some funds in the budget – the \$150,000 to look at adjusting attainable housing efforts also.

Debt expenditures, payments on existing outstanding debt cost increases roughly \$81,000. We talked about Town Hall at \$30 million. Those LOBS or debt service payment is roughly \$2.9 million. And then associated with the Transportation/Park bonds that are \$58 million, we would anticipate issuing \$32 million of the \$58 million approximately October, so if you were to do that there's one debt service payment. The's two a year typically, but by the time we would issue those it would be \$1.5 million in June and then the following year you would take on a full \$3 million.

I'm not going to read all these CIP funded projects. Remember these are not the full costs of these projects. Some of these projects are in various stages – Ferrelltown Parkway we've already been working on. Take for instance Reese Boulevard. We haven't even started on Reese Boulevard/Vanstory turning lane.....to Lake Norman Charter Tennis and Park Complex where we would be partnering with Lake Norman Charter to do a project out there, to the Highway 73 greenway bridge, which 73 hasn't even started widening yet. Some of these are various stages, some of these are partnerships with transportation dollars with CRTPO, to partnerships with state to federal government etc. I won't read all these. You've probably seen these at least three times and you'll probably see them at least three more times before you get to a point where you adopt the budget.

From operating capital funding side of things, these are typically smaller projects. We're replastering the 50 meter pool at HFFA, various police vehicles that we are purchasing, to looking at funds to partner to try to go after more grants on these road projects or the two CRTPO funds to replacing roofing at various park buildings to various trucks and equipment throughout our departments.

From transportation reserve fund, you remember I talked a little while ago this vehicle fee generates roughly \$1 million annually. What are we using those funds on. We'll use those on smaller projects because if it only generates roughly \$1 million a year, we are doing smaller projects, maybe turning lane projects, maybe a small connection, maybe finishing off a project like Gibson Park Phase II to a turning lane project, Reese Boulevard and Vanstory.

Other funds – we have tourism funds, Commerce Station, Powell Bill, Storm Water and Land Development. Tourism funds are budgeted to go up about 8 percent. The Commerce Station is fairly flat. Commerce Station is a joint business park that we have with Huntersville, Cornelius and Davidson and we are using those funds to continue to fund Lake Norman EDC. Powell Bill funds are used to pave roads. Our revenue is up about 12 percent, but we'll continue to use those funds to do paving roads. Storm water there are no proposed changes for FY25 and Land Development is pretty flat.

Electric Fund revenues are fairly flat. ElectriCities, there are no changes to the residential customer rates or commercial rates. We are looking at some renewable energy riders and also we're going to be bringing back a solar policy to discuss some rate changes to finally get into the new world of solar. We're a little behind on that and then expenses. Purchase power budget will decrease by roughly \$1.5 million. We are going to continue to invest in capital.

HFFA as I said earlier is pretty flat. Their budget is \$3.8 million, not a lot of increase there. We're working on the air filtration system. We replaced some units there. That was about \$2.2 million for that replacement. That should be up and running this week. Hopefully everything is looking good there. We have some more smaller capital improvements at HFFA we'll be doing and then as I said earlier we'll be replastering the 50m pool.

Budget documents roughly 200 pages. If you decide to read that you're probably crazier than I am. I would tell you to focus on the manager's message which is roughly 8 pages. All of this stuff is posted on the website.

### **AGENDA CHANGES**

Commissioner Dumas made a motion to adopt the agenda. Commissioner Bergsman seconded the motion. Motion carried unanimously.

### **CONSENT AGENDA**

**Approval of Minutes.** Commissioner Quarles made a motion to approve the minutes of the April 15, 2024 Regular Town Board Meeting. Commissioner Rivers seconded the motion. Motion carried unanimously.

**Property Tax Refund Report.** Commissioner Quarles made a motion to approve Property Tax Refund Report from Mecklenburg County. Commissioner Rivers seconded the motion. Motion carried unanimously.

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

**Capital Project Ordinance – New Town Hall.** Commissioner Quarles made a motion to adopt Capital Project Ordinance for New Town Hall. Commissioner Rivers seconded the motion. Motion carried unanimously.

*Capital Project Ordinance attached hereto as Exhibit No. 4.*

**Budget Amendment – Parks & Recreation.** Commissioner Quarles made a motion to approve budget amendment appropriating Parks & Recreation Sponsorship Revenue in the amount of \$4,600 to Ballfield Sponsorship (\$1,300), Memorial Tree (\$300), and Wine on the Vine Sponsorship (\$3,000). Commissioner Rivers seconded the motion. Motion carried unanimously.

**Budget Amendment – Fire Department.** Commissioner Quarles made a motion to approve budget amendment converting payments to the non-profit fire department and transferring the remaining budget of \$1,850,171.81 to pay expenses directly by the Town Fire Department. Commissioner Rivers seconded the motion. Motion carried unanimously.

**Accept Streets for Town Maintenance – Phase 5 Centennial.** Commissioner Quarles made a motion to accept streets for Town Maintenance in Phase 5 of the Centennial subdivision. Commissioner Rivers seconded the motion. Motion carried unanimously.

| Street Name           | From                            | To                              | Approx. Length |
|-----------------------|---------------------------------|---------------------------------|----------------|
| Heritage Vista Drive  | 200-ft east of Liberty Ridge Ln | End of Road                     | 870-ft         |
| Liberty Ridge Lane    | Heritage Vista Drive            | 165-ft North of Provincial Ct   | 1025-ft        |
| Capitol Corners Drive | Heritage Vista Drive            | 145-ft West of Colonial Park Dr | 425-ft         |
| Stella Belle Drive    | Heritage Vista Drive            | Liberty Ridge Lane              | 465-ft         |

**Accept Streets for Town Maintenance – Northbrook.** Commissioner Quarles made a motion to accept streets for Town Maintenance in the Northbrook subdivision. Commissioner Rivers seconded the motion. Motion carried unanimously.

| Street Name        | From               | To                         | Approx. Length |
|--------------------|--------------------|----------------------------|----------------|
| Maple Branch Drive | Birdmeadow Drive   | Sam Furr Road (Hwy 73)     | 1290-ft        |
| Birdmeadow Drive   | River Race Drive   | Retreat Drive              | 2420-ft        |
| River Race Drive   | Bank Fire Lane     | One Square Way             | 1845-ft        |
| Bank Fire Lane     | Birdmeadow Drive   | Maple Branch Drive         | 1040-ft        |
| Retreat Drive      | Maple Branch Drive | McCord Road                | 790-ft         |
| Westwick Lane      | Retreat Drive      | End of Road                | 415-ft         |
| Finworthy Lane     | Bank Fire Lane     | Birdmeadow Drive           | 575-ft         |
| Rocky Bottom Lane  | River Race Drive   | Birdmeadow Drive           | 335-ft         |
| Four Points Way    | Birdmeadow Drive   | End of Road                | 80-ft          |
| One Square Way     | River Race Drive   | 200-ft SE of River Race Dr | 200-ft         |

**Resolution – Call for Public Hearing.** Commissioner Quarles made a motion to adopt Resolution to call a public hearing for Monday, May 20, 2024 at Huntersville Town Hall, Huntersville, NC 28078, on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville. Commissioner Rivers seconded the motion. Motion carried unanimously.

**Call for Public Hearing – Proposed FY 25 Budget.** Commissioner Quarles made a motion to call a public hearing for Monday, May 20, 2024, at 6:00 pm. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, to receive comments on the proposed budget for FY25. Commissioner Rivers seconded the motion. Motion carried unanimously.

### **PUBLIC HEARINGS**

**Petition #R24-01.** Mayor Clark called to order public hearing on Petition #R24-01, a request by Hotel Ventures of Lake Norman Inc. to rezone +/- 10.328 acres located at 8830 Northpointe Executive Park Drive from Highway Commercial - Conditional District to Highway Commercial - Conditional District for a three-story hotel development.

Jesse James, Senior Planner, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 5.*

The slide you see in front of you is the zoning in that area, which you see a lot of the HC which is the purple area. That is highway commercial and then you see the site dashed, that's the subject parcel.

They are going from Highway Commercial Conditional District to Highway Commercial Conditional District, which is a little confusing, but the conditional district portion of that enters a different site plan into that zoning and this proposal is for a three-story 121 room hotel.

On the screen what you see here is the existing conditions, the different developments around the area. To the north you have a single-family residential neighborhood that is actually in Cornelius. To the south you've got Northpointe Executive Park subdivision and business park. To the west you've got Birkdale and to the east you've got a multi-family residential subdivision. That area highlighted in red is the proposed approximate parcel of the Northpointe hotel proposal.

The important part of this slide here is what we started from at this site was R98-10 which was a conditional rezoning and a subdivision for a business park, so all office use. All the buildings within that park were approved for office use and the original 98-10 was for a two-story building. It was amended in 2007 to add an additional floor for a three-story office building, so both of those and the rest of the office park was for the office use.

This rezoning request, again it is for a 121-room hotel, three stories, the same as the approved rezoning for the office building, approximately 45' in height and a requirement in the ordinance is you take the height of the building times that by three, that's the minimum distance that the building can be to the residential property line for a single-family residential adjacent property.

The proposed distance from the building of the hotel to the closest property line with a single-family use is actually 200' and approximately 240' to the closest residential home. Another important item to note is this proposal does require a special use permit as well, which we will go over more at a later meeting, but that tentative meeting for the evidentiary hearing is for July 16, 2024. The plan does meet the required specimen tree save requirement for our Town's tree save. They have 24 specimen trees on site and they are proposing to save all 24 of those.

Moving on to items that don't meet the ordinance, but we do have one modification request for buffering and I'll go into that in a little bit. We've got some comments and some concerns about the architecture of the building and we have some infrastructure concerns as well that I'll go into.

The first item, which is a modification request, is the buffer requirements. On the left you see a 30' undisturbed buffer on the site. The ordinance requires when you've got a hotel use adjacent to a single-family residential neighborhood, there's a 30' minimum buffer requirement. This site has a peculiar circumstance on it in that there's a 100' Energy United right-of-way for power lines that goes from the property line of the northern property line and extends 100' south, so the 30' undisturbed buffer does have the ability for the energy company to clear that.

One of the issues that the applicant was having was how do we get a full 30' buffer with large trees and all of the required vegetation when there is an ability for the energy company to clear that. What they have provided was an alternative buffer, which you see highlighted in the site plan to the right which internalizes that buffer within the parking lot. They have proposed to keep the existing vegetation against the property line as well and there is a 60' separation from the parking lot to the property line. All that together plus a 6' high vinyl fence proposal is their buffer proposal.

The modification to that is for an alternative buffer to count within the confines of the ordinance the entire development must be on the other side of the buffer. In this case you still do have parking to the

north of the alternative buffer but there is the parking lot screening on the outside of that plus the 60' separation and the undisturbed section of that buffer.

One of staff's concerns is with the elevations that were presented in the last plan review. What you see on the screen is the proposed front elevation of the Northpointe hotel and to the right of that you see the materials that they are proposing, which are basically an efface material for the exterior. Then below you see what pretty much all the buildings within Northpointe Executive Business Park currently look like. I think now they are all painted white if I'm not mistaken, but they are all brick which the business park development guidelines calls out brick materials for the exterior. Staff has concerns that the current elevations are compatible and have a human scale pedestrian environment on the frontage. We also have some questions about the rear elevation third story windows – can it be designed so there's no windows on that top floor that look out into the adjacent property line.

We have some infrastructure concerns as well. In the Huntersville ordinance one of our major principles is every building must front a public street and that's Article 8.1. Currently Northpointe Executive Park Drive is not a public street. I think it was built to be a public street, but this parcel is the last developing parcel within that subdivision, so in this case we would ask that any improvements be done and then brought up to Town standards. Currently there are some improvements that need to be made on Northpointe Executive Park Drive. The applicant in their plan was willing to improve and dedicate their frontage to the Town to our standards. Staff recommends denial unless the full dedication and improvements are agreed upon. They have expressed verbally that they could and would bring those up to standard and agree to make the improvements for the Town to maintain the public street. One of our other infrastructure concerns is the old subdivision 98-10 and 07-17 rezonings called out a 5' concrete sidewalk along Northcross Drive. Those are old standards and in the Town Bikeway Plan we do call out a 10' side path, so staff would recommend a 10' side path along Northcross Drive.

Moving to the 2040 Community Plan, you see the map to the left that shows the red highlighted area is the proposed hotel on the parcel highlighted in red. That is within a mixed-use center. That's the dotted line around that area and then all of that is within the Town Core. Some items within the 2040 Community Plan that the proposal does support is it does mix land uses in key locations which that is in the Town Core.

Hotels can be a complimentary use to a business park and to any existing uses in there. The proposal does match and support that part of the 2040 Plan. The area that it does not support is the 2040 Plan does specifically call out rezonings as being excellence in design. As previously noted, we have some issues with the design of the building, the pedestrian look along the front, emphasizing the front door, having pedestrian scale along the sidewalk, the building materials compatible with the rest of the park and then how can we design the building so that it is more complimentary to the use to the rear, can we design so the windows on the third floor are not looking into single-family neighborhood. Specifically, what the community plan calls out for is going above and beyond for a rezoning. How can we get an elevated design.

On the screen this is an example of a full brick hotel building that emphasizes pedestrian scale architecture. The awning on the front in this example could be a little more permanent looking but this does and would meet the Park building guidelines and it also would be a little more compatible with the Town of Huntersville and that business park.

Moving forward to the staff recommendation, in considering Petition 24-01 NorthPointe Hotel, staff can recommend approval if the three recommendations can be revised. One would be revising the

elevations to meet the business park building guidelines and the 2040 Plan and calling out excellence in design. Two would be to upgrade the 5' sidewalk callout to a 10' side path along that approved bikeway area on the minor thoroughfare. Three would be to revise the note on the proposal that the entire Northpointe Executive Park Drive be brought up to the minimum standards of the Town of Huntersville, make those improvements for us to be able to accept the road as a public street and meet our minimum guidelines. Staff believes by implementing these recommendations, the plan would be consistent with LU-6, 6.1, 6.2 and 8.2 as previously mentioned.

Worth noting on the mail outs, the dates were previously for the Planning Board May 28 and the Town Board June 17. Those have been asked to be pushed back to the June 25 and July 16 for revisions to be made. The applicants are here and they do have a presentation.

Susanne Todd, said I'm an attorney in Charlotte. With me tonight is Hitesh Patel, Vice President of the applicant, Hotel Ventures of Lake Norman. Also, Rakesh Patel who is the Secretary of Hotel Ventures. I also have Matheis Young who is an attorney in our office. Mr. James did an excellent presentation, so we are going to hit the highlights and appreciate your time. *Refer to PowerPoint attached hereto as Exhibit No. 6.* Hotel Ventures of Lake Norman is a family-owned business and it began in 1984 with the development of its first hotel in Georgia. It has since acquired over 20 hotels in the Carolinas, Georgia, Texas and Oklahoma. It franchises with well respected partners such as Marriott and Hilton.

Let's talk about the property. It is located off of Northcross Drive. It is a little over 10 acres located in the Northpointe Executive Business Park. You can see here's the site, the 10 acres. Here is Stratford Forest neighborhood. There is a 100' utility easement right here that serves a substation right there. The business park has been developed with four offices and this is the remaining site.

I do think worth noting this site does have its challenges. Out of the 10 acres, only maybe a little over two acres is actually developable, so the remaining is in a floodplain or has other challenges such that at least eight acres will remain undisturbed and vacant.

I think Jesse showed you this but just a little bit of history on this, this lot was originally part of the business park. It still is. This was originally rezoned Highway Commercial CD as part of that overall business park plan for two-story building. You can see it orients right there on Northpointe Executive Park Drive. In 2008 only this lot was rezoned to allow for an increase to a three-story building. And you can see again the building is orienting with parking in the rear and it's orienting on Northcross.

Our initial submittal to staff back in February was this one right here. It was a four-story hotel concept, again like the other offices or other office buildings in this park fronting on Northpointe Executive with the parking in the rear. After feedback from staff, we revised our plan and you can see the 2020 for the lower sketch there. Again, four-story hotel but it has been significantly pulled away from the adjacent neighborhood.

We had two community meetings, one on March 6 and one on March 20. Out of those along with comments from staff we made a lot of changes. Number one, we changed the orientation and location of the building on the property. And we also adjusted the massing by reducing the four-story request to three stories and that cut the parking significantly down to 121 parking spaces. We added that interior buffer, as well as per the neighborhood's request added a 6' privacy fence that will run right outside of that existing 30' vegetated buffer.

Here's our site plan. This is what it currently looks like. You can see the neighborhood at the top. You can see the buffering that is part of the original business park, that 30' vegetated buffer, and see that it is within this 100' utility easement. You can see that we've added this buffer here in the middle of the parking lot. There's also perimeter parking buffer or plantings and then our building is here and the building structure is 208' away from the residential property line. The parking is 60' away from the residential property line.

We also added a 6' vinyl fence. The vinyl fence would run on the outside of the existing vegetated easement and we also in response to the second meeting will be extending it down towards the detention pond to provide not only privacy, but also it will be difficult re-using this detention pond as kind of a natural deterrent to keep people from walking, so between the fence and having to walk through water as a deterrent to anybody who might think to walk up through the neighborhood.

Here you can see a cross-section. If you start to your right you can see the house, the elevation of the house and then it's looking through that existing vegetation and then the perimeter parking, landscaping, the internal buffer and then to the structure.

Looking at what is currently approved for this site versus what we are proposing, the existing plan calls for a three-story office building. This would call for a three-story hotel. The existing building plan is a footprint of 26,000 and some change square feet versus 24,000. There are 237 parking spaces allowed under the existing plan versus 121 spaces. The existing plan has a structure 110' from the residential versus 208' from the residential. Total impervious area is almost three acres.....a little over 2-1/2 acres on the existing plan versus right at two acres on the proposed plan. And then the existing plan that's approved for this site, parking is 30' away from the residential. The proposed plan is 60' away from residential.

Looking at the Huntersville 2040 Community Plan, this site is located in both Mixed-use Center and Town Core and we think it's entirely consistent with both of these character areas. Hotel does create mixed-uses in the commercial subdivision of the business park, so now you have office and hotel. Commercial uses are encouraged in the Town Core and the hotel use is common within business parks and compliments existing office uses. Hotel use will bring in revenue with minimum impact to your infrastructure and no impact to your schools. It's reasonable and consistent and that concludes our presentation.

Commissioner Walsh said I just wanted to focus on three things from staff. I'll take the easiest one first. They talked about a 10' side path versus a 5' sidewalk. Are you in agreement with that?

Ms. Todd said what we have agreed to in writing is that we will provide the widest sidewalk that we can within the existing right-of-way. The property that's on Northcross is not our property frontage. It belongs to Energy United. We don't have condemnation authority as a private developer. We think we've got 7' to 8' in there and we will provide the widest path we can. If additional right-of-way is somehow acquired, then we would make that wider.

Commissioner Walsh said the second one deals with the street improvements. It's my understanding they don't want to issue a CO until the entire street is done. Is that something you guys are going to do and have concurrence from whomever you need for those road improvements and will do those prior?

Ms. Todd said the property currently there are four office buildings on I guess a private drive. We are working with the owner of the business park to ensure that Northpointe Executive Park Drive will be brought up to Town standards and then dedicated.

Commissioner Walsh said the final would be reference to LU-8.2 elevation excellence in design, the idea of efface versus brick. Are you working with staff to get past those at this point?

Ms. Todd said we are. This is a modern looking building, however we recognize that staff would like to see some brick and some other things to make it more consistent with the older business park. That being said, that's why we requested an extension or a delay on the Planning Board so we would have enough time to work with our architect to get something that we can all agree on.

Commissioner Walsh said I encourage you to do that. Which Marriott property is it? Aren't there like two different kinds – Fairfield and.....I know it's a Marriott property.

Ms. Todd said we think it will be a Marriott product. It will be Fairfield and TownePlace.

Commissioner Rivers said I know you said this area is roughly 10 acres and you said a majority of that is undevelopable.

Ms. Todd said yes, it's in a floodplain.

Commissioner Rivers said why is this location the location of choice based on those facts?

Ms. Todd said given its proximity to the highways, given that it is in a business park where they compliment each other, it's just a really good location for a hotel.

Commissioner Hunt said in your market research did you discover what the occupancy rates are like at the other neighboring hotels?

Ms. Todd said Mr. Patel has been in the business a long time as well as Marriott has been in the business a long time, but maybe you can address that a little better than I can.

Hitesh Patel, Augusta, GA, said we currently own a hotel in Huntersville, the Springhill Suites. It's been open for roughly three years and it's performing absolutely well. There's a tremendous need. If I could add more rooms to that hotel, I would do it, but obviously we can't. We have inside information, obviously, since we own it.

Commissioner Hunt said do you happen to know about the occupancy rates in the hotels in that area, though.

Mr. Patel said most of them are probably in 77-78 percent year-round occupancy.

Commissioner Hunt said this question is for staff. Can you talk about the tax benefits from hotels and motels?

Jackie Huffman, Deputy Town Manager, said the hotel will be subject to property tax, just like the other properties in town. There is sales tax that applies to room occupancy. In addition to sales tax there is an occupancy tax that applies in all hotels in Mecklenburg County, this one would be included. That

occupancy tax rate is 8 percent, requires monthly reporting to Mecklenburg County. Mecklenburg County receives that information. We receive a portion of that tax. I'm happy to get into the details at whatever level you would like to hear about it. The occupancy tax receipts that we receive by statute, there is a portion that we receive that must be remitted over to Visit Lake Norman and so the amount of occupancy tax that Huntersville has direct control over is less than 50 percent.

Commissioner Rivers said I have another question for staff. Do we know about how many hotels are already in that area specifically?

Mr. James said in Huntersville there's 13. There's three that have been approved that have not been built.

Commissioner Rivers said specifically at Exit 25 in that specific area, how many would we say.

Mr. James said there's six currently off that exit and one has not been built yet.

Commissioner Bergsman said I'm going to save some of my questions until after public comments, but I did have a few both for the applicant and staff. I'm going to start with the applicant. I'm wondering, your hotel Springhill Suites, do you have an idea of what the typical client is. Is it families coming into Huntersville for athletic events, is it business clientele. What is the demographic that visits Springhill Suites.

Ms. Todd said Springhill Suites is a different product and Mr. Patel can talk more about that than what's currently proposed for this one.

Mr. Patel said we're about 85 percent business clientele at the Springhill Suites.

Commissioner Bergsman said what do you foresee for this hotel.

Mr. Patel said it's going to be very similar.

Commissioner Bergsman said I kind of just want to back up what Commissioner Walsh asked about with the elevation design and focusing on bringing brick and a variety of materials into that. Do you have any kind of timeframe of when like if you are going to make any changes to what you currently propose of when we will see that.

Mr. Patel said we have already started working on it with the architect. Obviously changing a lot of material, trying to figure out where to add the bricks and so forth takes a little time because we still want to create a variation of colors with the bricks, so it's not just one solid color building. It will take a little time. We hope to have something by the end of this month to present to staff.

Commissioner Bergsman said do you think it will be before it gets to the Planning Board?

Mr. Patel said yes.

Commissioner Bergsman said will this hotel have meeting rooms or other facilities geared towards corporate events?

Mr. Patel said no meeting rooms at all. It might have a board room that seats 10-12 people. No pool. No event space.

Commissioner Bergsman said can you talk a little bit more about in the buffer, that 30' – the parking lot one, about the types of landscaping, the types of trees and what the mixture is going to look like.

Ms. Todd said that will be a mix of deciduous and evergreen – short, tall, to create that buffer. You don't want a bunch of evergreens and you can see right through them, so you want that nice mix of deciduous and evergreen and then the smaller shrubs and larger trees.

Commissioner Bergsman said what about the rear of the property the plantings behind the parking lot. Is that going to be mostly evergreen. The ones at that back part.

Ms. Todd said that will be per ordinance. I believe we are saying small evergreens.

Mr. James said it will be small trees and then evergreen shrubs are the requirement. And there's a variety of different vegetation they can choose from and if this were to be approved, we would work with them on making a landscape plan that meets different types of conditions.....heat, screening, with it provides appropriate screening deciduous evergreen.

Commissioner Bergsman said do you consider it to be an opaque screening.

Mr. James said the parking lot screening wouldn't necessarily be opaque. The 6' vinyl fence plus the existing vegetation and the screening would make it opaque.

Commissioner Bergsman said the last question I have for the applicant right now is actually in regards to EV charging stations. I'm just curious because I do stay at Marriotts fairly often and that's becoming more common as an amenity to guests. Are you considering having an EV charging station on your property.

Mr. Patel said we haven't really thought that far ahead, but I'm sure everybody's putting them in these days, so we probably will have a couple of them.

Commissioner Bergsman said it would be something nice to consider. I know at Exit 25 we don't have that amenity in very many spots.

Commissioner Bergsman said I have a few questions for staff. One of the things and I kind of want to make sure everybody here understands because in the Staff Report you know we are talking about holding the Certificate of Occupancy as a possibility until some of those improvements are made on the Northpointe Executive Park Drive. What does that mean exactly?

Mr. James said as previously stated that in order to build a building in Huntersville you have to be on a public street. Currently the entirety of this street has not been handed over for acceptance for maintenance for the Town, so it's not a public street. What we would do is there's a punch list of improvement items that Engineering/Public Works has put together for the applicant and other owners of the business park. So collectively what we would need is for those improvements to be made in order for the CO, which is the construction occupancy for this building and so in order to be occupied that street would need to come up to standards for improvements.

Commissioner Quarles said Commissioner Bergsman asked the clientele question, so I will direct this to Chief Graham. In reading our notes, there are concerns from nearby residents that the hotel would draw crimes including prostitution and sex trafficking to the neighborhood. Could you share any information as it relates to crimes at our local hotels and neighborhoods.

Police Chief Barry Graham said we currently have 12 hotels in town. We average about 70 calls per year out of those 12 hotels. The vast majority of the crimes are going to be property crimes, breaking into cars, larcenies, things like that. We do have some simple assaults. We have very few serious crimes against persons, things like that. We spend a lot of time at the hotels, but not for taking calls. Generally, they're the folks that are open in the middle of the night and our officers are going in and visiting with them and checking parking lots and things like that. I would say currently our hotels in town are not one of our top priorities that we have issues with.

Mayor Clark said we have several public comments. I just want to before we proceed into that to remind everybody that you have three minutes to speak. Please state your name. You do not need to state your address. The folks in the gallery please refrain from clapping or cheering or jeering. If you are speaking, please direct your comments to us. Please keep them civil and maintain some level of decorum.

Edward Spanski said I live in that development called Stratford Forest. I've been there for 20 years. We're a peaceful community, about 124 homes. We pride ourselves on improvement and it's a highly desirable neighborhood to live in. I just rejected an offer for \$600,000 for my home. I paid only \$200,000 for it. We want to preserve our property values. I went to both of the meetings they had. Interestingly enough, I never got a letter that was supposed to be sent to me informing me of that meeting. A lot of the people in the development were not. We went over all our concerns with them and we have circulated as a board, I'm a member of the board of HOA, we contacted almost everybody in our neighborhood, I would say about 98 percent is against the hotel. Why. Number one, safety. The thing is most of the other hotels in our area are in business parks or in business areas. This is impinging on our property. If you notice on the top of that thing, one of the homes is only 100' from the parking lot. The thing is also those homes that are on the side over there, and I'm not one of those, is substantially higher than the hotel and people on the third floor can view into the people's homes. I'd like to point out that the earlier development of Northcross Executive Park that was supposed to be on that road was by the same company and denied because people said in Birkdale that they did not want a hotel. I was told by them it was because of a deed adjustment. Interesting contradiction. We are very concerned with this because of safety. We don't think we need another hotel. I also called Marriott Corporation and found out the occupancy rate for this type of hotel, which is franchise, is less than 60 percent, including the ones in this area. The hotels that are planned here should be in business area and I think this being next to Birkdale may even be more of a safety problem. There are six hotels across the street, so there's no need for another hotel. We're pretty much as a group we don't care about concessions.

Alexis Lopez said I live in the Landings apartment community across the street from the proposed hotel. I'd like to express my strong opposition to the zoning of this property for a hotel. As a nearly lifelong resident of Huntersville, I have deep roots here and I'm concerned about the potential impact of this project on my neighborhood. Having lived, worked and built a life here, it is important to me that we preserve the charm of our area. The construction of a hotel would lead to increased traffic, noise pollution and undoubtedly change the character of our neighborhood. Additionally, I worry about the safety implications of having a hotel in such close proximity to where I live. The influx of visitors could compromise the security of myself and my neighbors. I urge you to consider the consequences of this

decision and the effect it will have on people like me. Please prioritize the needs and concerns of long-time Huntersville residents by rejecting this proposal.

Morgan Cooley said I'm here to discuss the proposal of the Marriott being built next to our neighborhood. We are fairly new to the neighborhood as we moved here from California. Having a parking lot and a business outside our home is unfortunately something that I know too well. It begins just with loitering and noise, but it turns into people trespassing on the property. One night a group had been hanging out outside in their car and they threw a 3 lb. weight through the window hitting my child's play area and it could have killed him. This parking lot was a business that closed at 10 p.m. This will be a 24 hour hotel, a constant opportunity for our neighborhood to be subject to this. Hotels, including Marriott, can attract criminal activity. The privacy they provide creates opportunities for exploitation and endanger the safety of our community. Marriott was just part of a lawsuit with 12 other hotels for its involvement with child sex trafficking last year alone. And just two months ago it was announced a man was suing Marriott after he was sexually assaulted and robbed at the Charlotte Marriott City Center in our own city. This happened here. The Marriott that they want to build, they will overlook my backyard. The people staying there can watch my children play, they can watch our routine, take pictures and just walk across the parking lot into our neighborhood and snatch my children. Allowing this hotel to be built will offer this opportunity. The owners have told us that there's a need for a hotel here. There is not. There are nine hotels in a one mile radius, one being currently built. I called each of these hotels and I was told initially that they are never at capacity. The owners told us that this hotel would be mostly business people staying here. They have no idea who's going to be staying here. They have no way of monitoring that. I personally have a close relative who is a long-term guest at a Marriott extended stay in another state. They are unemployed, drug addict and dealer. Their parents are paying for the hotel. As far as the hotel is concerned the resident is an upstanding business owner. There is no way to monitor these guests. The hotel will also have direct access to Birkdale Village. We have seen a major uptick in crime in Birkdale Village in this last year that now has the possibility of making its way over to our neighborhood. Just to emphasize how close we are, my son wakes up scared at the banging of the trucks unloading behind the movie theatre. I've explained to him it's safe, but he can hear that noise. So if we hear that, imagine the nuisance of the hotel. After constant noise of construction of what's being built, followed by 24 hours of constant business, there will be no break, no rest. Our homes are where we are supposed to escape the world. They will take that from us. We have no problem with businesses being built. We know that our cities grow and change. It's inevitable, but I urge you to think that if this was you, would your privacy, your safety and your sense of home be worth the cost.

Elizabeth Lopez said I live in Stratford Forest and I would like to express my strong opposition to the proposed hotel that would be next to our neighborhood. I am a guardian ad litem for Mecklenburg County, so that means that I am a judge appointed child advocate and child representative for kids in foster care, so I get to visit parents of these kids in hotels, predominantly extended stay hotels and I have serious concerns about potentially living right next door to one. I have seen firsthand how hotels can become hubs for criminal activity, including drug trafficking and prostitution. These businesses do not attract people that are invested in the well-being of our area, especially right next to the highway across the street from a park and ride bus stop. The transient nature of the hotels clientele would make it challenging for law enforcement to effectively monitor and address illegal activities. The increased foot traffic and loitering would definitely lead to a rise in petty crimes like theft and vandalism and car break-ins. I've never seen one beside a neighborhood, but I do often see cars that are parked at the back of the parking lots completely full of belongings, making it clear that individuals live out of their vehicles. As someone who has dedicated my life to keeping the children in our community safe, I'm deeply troubled by the prospect of this hotel. I am asking you to consider the long-term consequences.

I request that you give my family and all of our neighbors the same consideration that you would want given to your family and all of your neighbors. Please reject this proposal to rezone.

Louis Borjes said I am the father of the three kids that you saw there. They were acting up so we had to take them out. You can see how young they were. I selected this neighborhood because it's a very family friendly neighborhood. You can see out there, there's a bunch of kids. The neighborhood has the most amount of kids of any neighborhood I've ever seen. Literally, it's loaded with little kids, meaning that it is very dangerous to put a hotel where you cannot vet who comes in, who goes out. It's impossible because I've been to hotels, they don't do background checks. It's not like an office business park where they know who works there and they did a background check. We could have any kind of criminal and it only takes one criminal to do anything and you can see the proximity of all those houses and there's no way a 6' fence is going to block anybody. That's nothing to prevent anyone from going in if they want to go in, especially where they can observe you from the third story. I also want to mention that the tree buffer, especially if it's deciduous trees, is not going to do anything in the winter. As you know the leaves will fall and will let people see through because all those trees, look how beautiful it looks, it looks so that you cannot see anything. If you go in the winter, you can see clearly from my house, which is on the other side of the cul-de-sac, into the business park. If I can see into the business park now, they can definitely see with a three-story building which is higher than there is now. I've never seen a hotel.....I've seen hotels where there's like a massive creek or some kind of creek, but not like 100'. We're talking about the kind of distance like from here to the road kind of thing to people's properties from the back of the parking lot. That's how close we are talking about here. I'm in favor of progress. If you put a business park here, I would never come here to protest that or whatever business building, just keep it business what it is, not a hotel.

Julie Bathaj Jarvis said I live in Stratford Forest as well. I emailed two documents to the Mayor and Council and I wanted to make sure these are in record. *Refer to Exhibit No. 7.* I am the house that is right there by it. I am the house that is 90' from that parking lot and I do not have trees behind my house. I love to watch the sunset from my deck. It's a gorgeous view and I don't have those big pine trees blocking my view. I have lived here since August 2001 and when I moved in I knew that a business park was going to be here. It wasn't there, but I knew it was coming and I watched it be built. I knew there was supposed to be a fifth building right beside my house. That was fine. I was fine with that. These people – it's 9 to 5, they're businesses, you know who's going to live there. I was happy with that. I was shocked when I found out a hotel was going to be right beside of my house. This is a 365 day, 24 hours a day – people coming at night all the time with horns and car alarms and slamming doors and parties. It's a Fairfield Inn, it is the lowest end Marriott. I mean there's nothing wrong with Marriott, but this is the low end. How long is the longevity of these type of hotels. That is very scary to me. The vinyl fence – they fall down. We're not allowed to have those in our neighborhood because they deteriorate. We love to sit on the deck and listen to the music at Birkdale. What am I going to hear from the parking lot. I just ask you, would you want to live beside of a hotel. Would you want that as your neighbor. The business offices, they're not going to stay there. Most of the people work here. If they have people come in, they are going to be at that nice, new hotel in Birkdale or one of the others.

Tommy Mann said thank you for hearing our concerns. I'm happy that you all are here to hear about our concerns about the rezoning of the business park. I would like to recognize the excellent job that the Town of Huntersville does for the safety and well-being of the community. My comments will be brief. First, I would like to say that we are not against an office building being built on the adjacent property next to our neighborhood. We have no issues with the business park. The hours of operation are mainly 8 a.m. to 5 p.m. Monday through Friday, not 24 hours a day, 365 days a year. An operation that would be very stressful and a nuisance to our neighborhood. Next, I feel that if the developers

were building in an area that was zoned for hotels, they obviously would not have to go through this process and this location would not have to be rezoned and they would probably already be building their hotel.

Commissioner Bergsman said Chief Graham are you still here. Noise is one thing that's been brought up, I am not familiar if our noise ordinance in Huntersville is different from Cornelius and I'm also just wondering with a residential neighborhood in Cornelius and a potential property in Huntersville, if there is a noise complaint and there's different ordinances, how does that work.

Chief Graham said if there's a noise complaint, they're not exempt from the noise ordinance no matter where it is in town. If there's a loud party or cars or whatever it happens to be, it's the same thing if you were out in your neighborhood. There's no difference. Cornelius is very similar to ours. They've got a few small things that are tweaked, but there's no exception for anything like this.

Commissioner Bergsman said can you just let them know what the Huntersville noise ordinance is.

Chief Graham said off the top of my head it can't be heard within 50' of the property line for things like that. It's basically anything that is a nuisance. We don't have a particular time attached to that. We don't have a decibel attached to that. It's very open and it's not always easy to make a decision on things like that. We don't get a lot of noise complaints. Most of the time it's barking dogs and things like that, but we do have a few issues every once in a while. It's very ambiguous.

Ms. Todd said I want to be clear that this is not an extended stay in the sense that this is like a monthly rate. This is a daily rate hotel. It doesn't change. It's the same every day. The guests all receive the free breakfast and the same amenities. There's no difference between TownPlace suites or the Fairfield Inn aspect of it. I just wanted to make that clear. I believe it was staff who actually also suggested vinyl fence versus wooden fence. They last longer and the only requirement was please don't make it white, which we understand. It would be some sort of earthtone fencing product. Also, I want to point out that the hotel use is off peak hours as far as if you have office workers coming in and out, that's peak and adds additional traffic at peak times. The people coming and going in the mornings and the evenings from the hotel, they might go have dinner, come back, but those are off peak. They're leaving maybe a little earlier or a little later and they are coming back at different times. That helps with any traffic. I think at the end of the day the petitioner and the neighbors want the same thing. They want to be safe and they want to get a good night's sleep.

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

**Petition #TA24-04.** Mayor Clark called to order public hearing on Petition #TA24-04, a request by the Huntersville Planning Department to amend Article 11, Section 11.4.3(a) of the Huntersville Zoning Ordinance and Article 5.000 of the Huntersville Subdivision Ordinance in response to the Huntersville Ordinance Advisory Board bylaw updates.

Patrick Patterson, Planner I, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

The Huntersville Town Board on March 4, 2024, voted to approve amendments to the Huntersville Ordinances Advisory Board Bylaws. Staff is now updating the language in the Huntersville Zoning and Subdivision Ordinance to match those updated bylaws. Article 11.4.3(a) of the Zoning Ordinance is going to be updated by striking the Huntersville Ordinances Advisory Board from that section and Article

5.0 of the Subdivision Ordinance is also going to include Huntersville Ordinances Advisory Board to be struck from that portion.

Commissioner Bergsman said when this was last on our agenda, I feel like I wasn't clear in expressing myself and I just want to make it 100 percent clear this time that my no vote previously was based on the opinion that HOAB should have been notified of the proposed changes ahead of it being added to our agenda for the vote. I don't disagree with any of the Bylaw updates. I agree with all of this and just wanted to make that clear.

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

**Petition #ANNEX24-02.** Mayor Clark called to order public hearing on Petition #ANNEX24-02, a request by Magnolia Huntersville II, LLC, to annex 82.928 acres into the Town of Huntersville.

Patrick Patterson, Planner I, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 9.*

This is a non-contiguous voluntary annexation into the Town of Huntersville by the applicant, Magnolia Huntersville LLC. Here is a map showing where the annexation area is. It currently consists of around 82 acres and three parcels located south of NC 73. Staff recommends approval since all the statutory requirements were met.

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

#### **OTHER BUSINESS**

**Petition #ANNEX24-02.** Petition #ANNEX24-02 is a request by Magnolia Huntersville II, LLC, to annex 82.928 acres into the Town of Huntersville.

Commissioner Rivers made a motion to approve ANNEX24-02, a request by Magnolia Huntersville 2, LLC to annex 82.928 acres into the Town of Huntersville.

Commissioner Dumas seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

**Petition #TA24-03.** Petition #TA24-03 is a request by the Huntersville Planning Department to amend the Zoning Ordinance to clarify the intent of conditional rezoning districts, and to update the process through which code modifications are considered.

Brad Priest, Assistant Planning Director, entered the Staff Report into the record. *Staff Report attached hereto as Exhibit No. 10.*

The application has not changed since the public hearing. This application is a requested change based on the 2040 Plan to add flexibility in the CD rezoning process. Staff is working at removing the spirit of the ordinance to allow the Town Board to have more flexibility in what they approve, but then also communicating what the 2040 Plan is looking to put into the ordinance, encouraging applicants to have

excellence in design. We kind of heard that in the rezoning application tonight in the hotel. Staff is looking for that. We want to put that in the verbiage of the ordinance to emphasize that. We would strike out the section that says the spirit of the ordinance to allow more flexibility and then communicate in the intent of the CD rezoning district what we are looking for in the projects. The Planning Board did unanimously recommend approval 7 to 0 last month, so staff recommends approval.

Commissioner Quarles said it's great that the Planning Board voted unanimously on the proposed change. Can you give us an idea of one example of a unique or creative development.

Mr. Priest said a unique and creative development, well it would be ones that are really looking to hit those goals and those marks in the 2040 Plan, so you think of one that might have affordable housing. You think of one that would have creative ways to have transportation solutions. Ones that are going to put in some infrastructure to really accommodate for the impacts that they may have. On a smaller scale, looking at things like buffers, how do you take an issue with land development and create a solution, rather than coming in saying well this is our product, this is something that we're going to do that's really unique, but it's going to check the boxes and so that's something that would be a little bit out of the box and again, maybe going above and beyond the minimums and saying we're going to raise the standard level of design.

Commissioner Hunt made a motion to approve Petition #TA24-03 to amend the Zoning Ordinance to clarify the intent of conditional rezoning districts based on consistency with Policies LU-8, LU-8.2, LU-10.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest to amend the Zoning Ordinance because it would provide greater flexibility to developments through the conditional rezoning process while at the same time encouraging extraordinary design with exceptional public benefit.

Commissioner Bergsman seconded the motion.

Commissioner Bergsman said hopefully that was my one and only meeting that I have not made this year. Job well done. I think this is excellent. I like the idea that it's going to give more flexibility to hopefully come up with some better design plans and also can prioritize things like attainable housing, conservation protection of natural resources as part of a project. One thing that I did want to point out is that in the Staff Report it said that during the 2020 public input, 59 percent of surveyed participants supported providing flexibility in site design to protect natural resources. To me that's an indication that this is also supported by the community.

Mayor Clark called for the vote.

Motion carried unanimously.

**Purchase of Police Radios.** Chief Graham said we are requesting the purchase of 100 handheld radios. Our current radios were bought probably 15 years ago. Five years ago Motorola quit producing this radio. This past year they've quit producing parts for this radio, so it is basically obsolete and it's going to become very difficult to get parts for it pretty soon, as well as it is not upgradable. We have over 100 right now that are the same model, but a different version. We have a Model A which are not upgradable. We have a Model B which are, and we happen to have 15 that are upgradable and the other 100 and something are not. We are in the process of trying to get these replaced as soon as possible. We are also requesting to use our asset forfeiture funds to pay for this, so it will not be any

more impact on our citizens or taxes or anything like that. I think this is a good use for that money. The last time we bought radios we used our asset forfeiture money for that as well.

Commissioner Walsh said what will you do with the old radios.

Chief Graham said there's actually a couple of organizations that will come look at them, what shape they are in, things like that and they'll give us some money back for that. They generally go overseas and places like that they can use them where their communications are a few versions behind us and they work actually quite well, so we will get something back, probably not a lot.

Commissioner Walsh made a motion to approve the contract with Motorola to purchase 100 handheld police radios. The majority of the purchase will be paid for using equitable sharing funds and the remainder will be paid for using existing budgetary funds.

Commissioner Quarles seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

*Contract attached hereto as Exhibit No. 11.*

**Budget Amendment – Police.** Pattie McGinnis, Finance Director, said based on what Chief Graham said, we're going to use three sources of funding. One source is the DOJ equitable sharing which has \$219,467.98 in it. We have a Treasury Equitable Revenue which has \$503,051.72. That totals \$722,519.70 and the difference between the contract and those two buckets of money is \$43,675.30 and that will just come out of the Police normal operating budget.

Commissioner Bergsman said if this passes, all the asset forfeiture funds in the future are going to be tracked and recorded and we'll have more information.

Chief Graham said yes, we'll start with zero. When I get asked where's this money come from, I'll be able to tell you.

Commissioner Walsh made a motion to approve the budget amendment to purchase 100 handheld police radios from Motorola.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

### **CLOSING COMMENTS**

Commissioner Quarles commended Parks & Recreation for the Hello Huntersville event.

There being no further business, Commissioner Bergsman made a motion to adjourn. Commissioner Hunt seconded the motion. Motion carried unanimously.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 2024.

DRAFT



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Janet Pierson, Town Clerk

**Subject:** Approval of Minutes - May 8, 2024

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### **EXPLAIN REQUEST:**

Consider approving the minutes of the May 8, 2024 Special Town Board Meeting.

### **ACTION RECOMMENDED:**

Approve Minutes

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

1. Draft Minutes

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

**May 8, 2024  
5:30 P.M. – 760 Craft Works  
100 Gilead Road, Huntersville**

The Huntersville Board of Commissioners held a Special Meeting at 760 Craft Works, 100 Gilead Road, Huntersville, NC, at 5:30 p.m. on May 8, 2024, to discuss the proposed budget for FY25.

Mayor Clark called the Special Meeting to order.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh. Commissioner Alisia Bergsman was not present.

Mayor Clark called the meeting to order.

Jackie Huffman, Deputy Town Manager, gave presentation on the Manager's Recommended Budget for Fiscal Year 2024-2025. *PowerPoint attached hereto as Exhibit No. 1.*

Following the presentation, staff and the Town Board answered questions from the audience related to COLA, fees, debt service, fire department, fund balance, and taxes.

The meeting was adjourned at 6:16 p.m.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 2024.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Janet Pierson, Town Clerk

**Subject:** Approval of Minutes - May 15, 2024

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### **EXPLAIN REQUEST:**

Consider approving the minutes of the May 15, 2024 Special Town Board Meeting.

### **ACTION RECOMMENDED:**

Approve Minutes

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

1. Draft Minutes

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

**May 15, 2024  
5:30 P.M. – 760 Craft Works  
100 Gilead Road, Huntersville**

The Huntersville Board of Commissioners held a Special Meeting at 760 Craft Works, 100 Gilead Road, Huntersville, NC, at 5:30 p.m. on May 15, 2024, to discuss the proposed budget for FY25.

Mayor Clark called the Special Meeting to order.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas and Edwin Quarles were present. Commissioners Jennifer Hunt, LaToya Rivers and Nick Walsh were not present.

Mayor Clark called the meeting to order.

Jackie Huffman, Deputy Town Manager, gave presentation on the Manager's Recommended Budget for Fiscal Year 2024-2025. *PowerPoint attached hereto as Exhibit No. 1.*

Following the presentation, staff and the Town Board answered questions from the audience related to affordable housing, taxes, new town hall, and prioritization of departments/projects.

There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Janet Pierson, Town Clerk

**Subject:** Approval of Minutes - May 20, 2024

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### **EXPLAIN REQUEST:**

Consider approving the minutes of the May 20, 2024 Regular Town Board Meeting. (*Janet Pierson*)

### **ACTION RECOMMENDED:**

Approve Minutes

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

1. Draft Minutes

**TOWN OF HUNTERSVILLE  
TOWN BOARD MEETING  
MINUTES**

**May 20, 2024**

**6:00 p.m. – Huntersville Town Hall  
101 Huntersville-Concord Road**

**PRE-MEETING**

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 5:30 p.m. on May 20, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

**NC 115 at North Meck High School Pedestrian Crossing.** Stephen Trott, Director of Engineering, presented options for the location of pedestrian crossing and pole types for the pedestrian hybrid beacon. *Refer to PowerPoint attached hereto as Exhibit No. 1.*

Engineering Staff, Huntersville Police Department and the school support Option 2 for the location. NCDOT supports Option 3 for the location.

It was the general consensus of the Board to move forward with Option 2 for location and Option 1 (wood poles) for the pedestrian hybrid beacon.

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

**REGULAR MEETING  
TOWN OF HUNTERSVILLE  
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on May 20, 2024.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called for a moment of silence in memory of former Mayor Jill Swain

Mayor Clark led the Pledge of Allegiance.

**ANNOUNCEMENTS**

Last budget engagement session – May 22.

Next Mayor's Coffee Mixer – May 22.

Report an issue to NCDOT – Residents can report potholes, malfunctioning traffic lights, drainage issues and more.

Subscribe to the Town's newsletter – The Town launched the Huntersville Hub newsletter for residents at the end of April.

#### Police Department Updates

- The Huntersville Police Department would like to thank the community for its support during National Police Week.
- Coffee with a Cop will be at Target on May 21.
- Officer Seth Stephen started his career with HPD last Monday.

National Public Works Week is this week.

Ways to connect with us – website, social media pages, newsletter, Town of Huntersville app.

### **PUBLIC COMMENTS**

**Huntersville 101 Graduates.** Mayor Clark recognized Huntersville 101 graduates.

**Proclamation – National Public Works Week.** Mayor Clark proclaimed May 19 to May 25, 2024 as National Public Works Week.

#### **A PROCLAMATION FOR NATIONAL PUBLIC WORKS WEEK**

**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 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association be it now.

**NOW, THEREFORE**, I, Christy Clark, Mayor of Huntersville, do hereby proclaim the week of May 19 to May 25, 2024 as "**NATIONAL PUBLIC WORKS WEEK**" in Huntersville, North Carolina.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 20 day of May, 2024.

**Proclamation – Huntersville Fire Department.** Mayor Clark presented proclamation recognizing the Huntersville Fire Department.

#### **PROCLAMATION RECOGNIZING THE HUNTERSVILLE FIRE DEPARTMENT**

**WHEREAS**, the Town of Huntersville recognizes the invaluable contributions of the firefighters who have served our community with dedication, bravery, and selflessness; and

**WHEREAS**, many firefighters have given their time and expertise, serving with Huntersville Fire Department, Inc., since 1923 to ensure the safety and well-being of our residents, businesses and visitors; and

**WHEREAS**, the commitment and sacrifices made by these firefighters have been instrumental in protecting lives, property, and the environment from the devastating effects of fire and other emergencies many of these years in a voluntary capacity; and

**WHEREAS**, the Town of Huntersville is committed to providing the highest level of fire protection and emergency services to our community, recognizing that our firefighters are the backbone of this critical mission; and

**WHEREAS**, the decision to transition fire protection services from Huntersville Fire Department, Inc., to the Town of Huntersville reflects our deep appreciation for their service and acknowledges the importance of investing in their professional development, well-being, and continued dedication to public safety; and

**WHEREAS**, by becoming a municipal fire department, these firefighters will have greater direct access to Town resources and benefits, further strengthening our fire department and its ability to serve our community with excellence.

**NOW**, therefore, I, Christy Clark, Mayor of Huntersville, do hereby proclaim and recognize the dedication and commitment of the firefighters who have served our community as members of Huntersville Fire Department, Inc and those who will continue to serve under the Town of Huntersville.

I urge all residents to join me in expressing our deepest gratitude and appreciation to these firefighters for their selfless service, bravery, and unwavering commitment to the safety and well-being of our community.

**IN WITNESS WHEREOF**, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 20 day of May, 2024.

### **AGENDA CHANGES**

Commissioner Dumas made a motion to adopt the agenda. Commissioner Rivers seconded the motion. Motion carried unanimously.

### **CONSENT AGENDA**

**Property Tax Refund Report.** Commissioner Bergsman made a motion to approve Property Tax Refund report from Mecklenburg County. Commissioner Rivers seconded the motion. Motion carried unanimously.

*Property Tax Refund Report attached hereto as Exhibit No. 2.*

### **PUBLIC HEARINGS**

**Proposed Budget for FY25.** Mayor Clark called to order public hearing to receive comments on the proposed budget for FY25.

Anthony Roberts, Town Manager, presented PowerPoint presentation. *PowerPoint and slides referenced by Jackie Huffman attached hereto as Exhibit No. 3.*

Mr. Roberts said the General Fund for the budget is roughly \$75 million. This includes various other annually budgeted funds (Electric, HFFA, Transportation Reserve, Land Development). Those are remaining flat. Total budget is roughly \$110 million, which is 0.3 percent higher than the prior year.

Property tax rate recommended in this budget is 22.75 cents. How did we get from 17.6 cents to 22.75 cents. I had recommended a 19 cent tax rate in 2024. The board chose to do revenue neutral, but we have a lot of debt that we are taking on this year. With the Town Hall debt that is approximately \$30 million, and the voter approved bonds of \$58 million, that is roughly 2.8 cents. That was when the voters went to vote on that and approved that. That was very clearly stated on there that this could include a 2.8 cent tax increase. We brought in fire. We had no choice. Obviously, with fire we just couldn't fill seats. Unfortunately, we have folks doing other things, spending time with their family, etc. We just couldn't put people in seats and the only way to get to that was to bring them on full-time and

bring in the part-time firefighters. This roughly is 1.2 cents on the tax rate. And then also continue to increase our police presence. We are proposing to hire 10 police officers in this fiscal year, which is roughly 1.15 cents on the tax rate. Add all those together, you get the 22.75 cents.

If you had an average home valued at \$460,000, what kind of impact would the 5.15 cent tax increase do to you on a monthly basis. That's roughly \$20 on a monthly basis additional cost associated with that.

There are no changes to the fees. We have solid waste fee, vehicle fee and stormwater fee. They are going to remain flat. As far as the Electric Fund, no residential, commercial or industrial changes. The only thing that will come back to you probably in the coming months is we are finally moving into solar. We've been a little bit behind the times on solar, so we are going to come back to you with solar options and incentives and rates associated with that.

As far as personnel, we are looking at a total of 14 new positions. Part of those would be for full year, part of those would be half a year. I couldn't hire 10 officers today if you told me to hire them right now because of the process you have to go through with onboarding and the background checks, etc.

As far as COLA and merit, what's being proposed in this budget is 4.1 percent COLA. That is consistent with the 2023 CPI, and then a 2 percent merit. This is pretty in line with Mecklenburg County, Cornelius, Davidson, Pineville, all the surrounding towns. There may be some slightly below, some slightly higher. We just finished up a pay study. The previous board asked us to look at a pay study and get that completed. We brought that back at the May 6 meeting. There's roughly \$450,000 associated with bringing folks up to their appropriate range and making some adjustments to folks that need to be adjusted and then there's some mandated retirement increases.

As far as operating expenditures and debt, we are converting the non-profit fire department over to a Town fire department. We're bringing over those assets. We're bringing over their vehicles, the land, the buildings. They had the one building that we are bringing over, Station 2.

As far as sidewalk repairs, we are upping our sidewalk repair pot of money. Typically, we fund roughly \$500,000. We are increasing that to \$800,000. We also have in the budget \$500,000 associated with new sidewalks.

We are putting some funds towards attainable housing. If you recall, we also had some funds that we received from the federal government for potential land purchase for attainable housing. We will use this money here for potential seed money....it could be working with the housing committee in Cornelius, it could be we do rehabs. We already do rehabs in joint with Habitat.

Some of our prior existing debt will go down about \$82,000. The first year debt service payment on Town Hall is roughly \$2.9 million and then the 2023 bond referendum which approved \$58 million in debt will be roughly \$1.5 million in interest payment scheduled for June 1. There's typically two payments associated with that, but if we are looking at issuing debt in October, we'd only look at one payment this year. The following year it would be two payments that would come up.

As far as major CIP funded projects, most of these are roads and parks. Our goals when the Board set the goals – roads, parks, police, fire. I won't read through all the CIP projects. Don't get hung up on if you see this number is that the total cost of that project. It varies. Some of these projects it may be the total cost. Other projects it may just be a portion of the project. Some of these projects have been

going on for years. It may be in design phase, it may be in right-of-way phase, it may be in construction phase. This could be just a portion of that project, so what you will want to do is look deep into the CIP, you'll be able to see how each one of these projects has a sheet tied to it. It tells you the stage it's in, it tells you the total funding for the project, etc. Several of these projects are bond funded projects.

As far as operating capital funded, this is more equipment – could be police cars, dump truck, etc. You'll hear maybe later on tonight pay as you go type items. This is a fine example of pay as you go type items.

The next steps on the budget, what I would tell you obviously the 200 plus page document is available online. I would focus on the Manager's Message which is about eight or nine pages. If you've got all the time in the world, go read all 200 plus pages. Tonight's the public hearing and then we have Budget in the Board Room May 22, another opportunity for citizens to come ask questions, and then hope to be in a position on June 3 for the Board to consider adopting the budget.

Commissioner Rivers said you said the Fund Balance currently is at \$75 million. Am I stating that correctly?

Jackie Huffman, Deputy Town Manager, said the total General Fund budget is \$75 million. Our Fund Balance is \$66 million today right now in total.

Commissioner Rivers said how does that compare over the last 5 years?

Ms. Huffman said I've been here since 2016. If memory serves, in those 8 years we have made a contribution to Fund Balance. That's accounting speak for it's gone up every year except one and one year it went down about \$1.5 million in total Fund Balance.

Mr. Roberts said you may want to jump into available Fund Balance.

Ms. Huffman said Huntersville is one of the few places that I know who put a lot of emphasis on total Fund Balance. We're required to submit a copy of our audit report annually to the division of the State Treasurer's Office called the Local Government Commission. I've never seen or heard them discuss the theory of total Fund Balance. What they consider more important is Fund Balance available. That's the portion of your budget that you're allowed to allocate spending on our Fund Balance. I have a copy in front of me that it peaked in 2020. At the end of fiscal 2020 our available Fund Balance was about, if memory serves, including Powell Bill, it was 106, 107 percent of our total budget. Without Powell Bill, it was 99 and change. For purposes here, call that 100 percent.

The Local Government Commission doesn't have a lot of luck with having every municipality submit their audit report on time, so the most recently audited year available is FY22 and our Fund Balance as a percentage of our total budget in FY22 was 79 and change, I'm going to call that 80 percent. Our Fund Balance available is declining. The Local Government Commission takes all that information they receive from all municipalities and creates statistics. There are municipalities in this area who have exceeded our available Fund Balance, so ours used to be higher and they have crossed us.

Each municipality is encouraged by the State of North Carolina to make their own judgment on exactly what their fund balance should be. I'm happy to provide you resources on the things that the Local Government Commission suggests should impact the level of fund balance you choose. Think about it at the coast. If you are more susceptible to hurricanes, they would recommend that you have a higher

Fund Balance. If you are in a particularly growing area where you have significant capital needs, they would suggest that you have a higher Fund Balance.

Mayor Clark said for the folks that may not know, tell us what Powell Bill funds are.

Ms. Huffman said when you go to purchase gas in the state of North Carolina there is a federal and state gas tax component of what you're paying – that \$3.31, whatever it is per gallon, that's advertised on the sign. I don't want to tell you how much I think it is. It rotates I believe quarterly. When you pay for a gallon of gas, a portion of that is gas tax. That gas tax goes back to the State of North Carolina and the State of North Carolina sends a portion of that back to us each year and we refer to that as our Powell Bill distribution. We generally receive that in two increments – one on October 1 and one about January 1, two equal installments. There is a number of road miles we maintain component and there is a population component. I think one of them is 75 percent, the other is 25 percent.

Mayor Clark said the funds are not available for any purpose, they're just for roads.

Ms. Huffman said it is very restricted how we spend that money, so we could not spend that money to pay the power bill at Town Hall. We could not spend that money necessarily to buy a police car. We have a specific list of expenditures that it is allowed to be spent on. Generally, repaving roads it would be allowed. We could build a new Town maintained road, if we chose to. As a general rule, we don't do that. We can build Town sidewalks. We could spend that money on DOT road sidewalks. Certainly, we could spend it for snow removal. There's a very specific list of items eligible and not eligible and so when you talk about the difference between total Fund Balance and available Fund Balance, Powell Bill Fund Balance is not available for necessarily any expenditure and so that's generally one of the first things that comes out in that difference in calculation between total and available Fund Balance.

Commissioner Quarles said a former mayor posted some misleading rhetoric on his political Facebook page and I did invite him to come out tonight to speak with us, as well as Brew on the Budget. In regards to Fund Balance, he posted that Apex keeps a Fund Balance at 25 percent, while the factual number for Apex what they keep is 61.35 percent. They also have a tax rate of 44 cents which is double our tax rate. He cherry picked and listed Apex, Greensboro, Asheville, Chapel Hill, Charlotte and Cary, and those numbers were also wrong. What he didn't do was to compare Huntersville with Cornelius, which is at 88 percent, Raleigh 97.86 percent, Mt. Holly 115 percent, and Indian Trail at 143 percent. My question to you is would you say that a municipality set the amount they want to keep in Fund Balance based on their goals or their dreams as far as priority for that town is.

Ms. Huffman said there is a difference between your total Fund Balance and your available Fund Balance. I've been a municipal employee for 29 years. You all have heard me fumble before with what the state recommends you set as your Fund Balance Policy.

This year for the first time ever I went with about three of you to a School of Government class on Essentials of Municipal Government and this was one of the slides. I've been in municipal government 29 years and I'm not sure I had ever seen this slide before. The Local Government Commission and the School of Government are going to recommend that you adopt a Fund Balance Policy. Fund Balance Policy is your target. It is your goal that you seek to achieve. Some years you might achieve that goal, some years you might fall short, and some years you might exceed it. The authoritative literature is that top bullet point you should adopt a policy and that bottom bullet point.

You've heard a lot of people say before we only need 8 percent Fund Balance and the state says you only need 8 percent. That's not so. Eight percent is the equivalent of one month's expenditures. Especially if you are a smaller government, I suspect you would not make payroll if you only had 8 percent Fund Balance. I will admit to you until I started looking at the research to be able to tell you, I'm an accountant I really want to be able to say the number is "x" you should totally be this. This is as specific as I've even seen the Local Government Commission get and you should look at your peer group and you should be within 50 percent or more of what they are. I interpret that's what you should set as your target. So, who's your population group. The State of North Carolina separates municipalities with electric funds from municipalities that do not have electric funds. We have an electric fund. Remember earlier I said we're about at 80 percent right now, 79 and change, so we're actually at 79.55. Now that we've established that excluding Powell Bill.....what does the Local Government Commission say. They say you should be pretty close to your population group. Here's what other municipalities are. And so the lowest is 8.71 percent. I suspect we'd be on the unit assist list, let's don't go there, please. Some local unit has 150 percent of their general fund expenditures in total Fund Balance. I don't recommend that one either. The average is 46. I don't like doing math in my head, but that tells me that the LGC would recommend that our Fund Balance Policy be at least 23 percent or higher.

Pattie and I spoke with a gentleman today who wrote the 1990's manual on what the Local Government Commission says that should be and I will tell you a couple of the quotes that stuck out to me that he said. One of them is number one, the Local Government Commission has never in the history of time sent a "you have too much Fund Balance" letter to any taxing agency in North Carolina. If you don't have taxing authority, maybe they got one. That tells me that the Local Government Commission probably the 156 percent people didn't even get that letter. I'm not suggesting we should be 156. He used a term that will stick me for a while now, if you are 50 percent below that 46.7 percent or you're 50 percent higher, then they consider you to be within a normal range. Technically at 80 percent we would be a little bit over the 50 percent higher. We happen to be a municipality that has an Electric Fund. Mister I wrote the manual also told us today that in the late 90's when the manual got written that the municipalities without an electric system got annoyed with being compared to the municipalities that had an electric system because they were pulling the average down. Without an electric system, and that's budgets over \$10 million, and that would be the population group we would fall in.....their average is 58 percent. So, if you are within 50 percent less than 58 percent or 58 percent higher if memory serves, again I don't like doing math in my head especially publicly, there's about 86 percent and so I would argue our available Fund Balance is within the range that they suggest it should be in. If you want to open the discussion on what Fund Balance available, what our target should be, I would recommend rather than measure on total Fund Balance, we do something more traditional, but the state recommends to do it on available Fund Balance. I'm happy to get into some more specific details about what we are using our Fund Balance for if you'd like to hear about them.

This is our audit report that's available on our website today. It's really important that you understand Fund Balance. Look for Page 19 if you go pull it up off our website.

That first column is our General Fund Balance and so the prepaids is not available to be spent, effectively because you've already spent it. When we tell you that the Board adopted Fund Balance Policy says we are going to set aside 40 percent of our total revenue budget and that's what we're going to set aside, that's what \$23 million represents. When you hear somebody say it shouldn't be 40 percent, it should be a lower percent, let's drop it to 20 percent, effectively they're telling you you need to cut that 23 in half and it should be 11.5, so your Fund Balance Policy says you're going to set aside 40 percent and anything over that you will set aside for a capital reason. You see where it says committed capital projects \$10 million. That's the portion of your Fund Balance that you have available to spend on

some compelling project. Every other designation of Fund Balance, it's already got a purpose for it and so that's not available for you to spend.

Board members get monthly financial statements from Pattie. You don't get them in June because eventually you get audited financial statements for June. In July she's working on audit and getting the budget keyed, so you don't usually get them in July. In September you get monthly financial statements. The ones you receive in September are for August. She distributed today April ones and so I don't think you've had time to look at them, frankly I've not had time to look at them.

Let me tell you what I see when I see these financial statements. General Fund Balance appropriated – what is the total amount of your Fund Balance that you have appropriated to spend. It's \$30 million. We don't accomplish capital projects at a pace that pleases me. I wish it was faster. But when we don't finish it, we roll that budget over into the next budget year, so we finish that capital project. If you're audited financial statements said you had \$10 million available to be spent, you didn't stop at \$10 million. You've allocated another \$30 million.

I would argue then in effect what you've done is if you consider that 40 percent Fund Balance Policy a hard stop, you couldn't have funded those projects because we know they're going to be slower in the rate that we accomplish them. We'd go ahead and let you budget to already spend more of that. And so we didn't stop you at 10. Technically, I would argue we probably stopped you at \$40 million because you've not just allocated that appropriated Fund Balance, you've also appropriated reserve for encumbrances. I have said that I am concerned that I will have directors who are worried oh my gosh we're not going to make payroll because we have violated our policy and we've exceeded it. That's not really true, please don't slow down on the capital projects. We need to get those done. But when somebody tells you we need to change our policy, you can change the policy if you want to. Effectively, we've treated that as a target. If we were able to magically get a lot of capital projects done all at one time, you would see our Fund Balance go down, we'd be below our target and we'd be working to get back up to it. Please don't let people make you believe that there are projects going undone because we set aside that 40 percent and didn't touch it. Effectively we have allocated it, those projects just aren't done yet.

Commissioner Quarles said I had four questions on Fund Balance, but as if you knew my questions, you've answered all four of them.

Commissioner Hunt said Anthony mentioned the pay as you go capital projects that we're already engaging in. Can you talk a little bit more about that?

Ms. Huffman said when we construct, purchase equipment, when we acquire capital, for me there's about four different ways we can go about getting that capital. We can issue debt for it. It might be installment financing, might be general obligation bonds, might be a different type of bond, but you can issue some type of debt. You can find somebody like CRTPO who will give you a grant to at least assist you with acquiring capital. The other two methods are you can acquire capital from what I'm going to refer to as currently available funds. There's two sources of currently available funds, that's either current revenue like property taxes and fees that we just talked about in the budget or using your Fund Balance. Anthony just displayed for you a slide that said there's operating capital. It was a PowerPoint document and so it didn't have a total on it, but that operating capital is \$1,999,000 if you choose to go add that up. There's more than a penny on the tax rate of operating capital already funded in the Manager's Recommended Budget. If you look at the first column, every single one of those projects, with the exception of sidewalks, are bond debt funded projects. The sidewalks is a pay as you go Fund

Balance funded project. On the right column, every single one of those projects but one, Ramah Church Road Park, we propose to do with either current receipts or current fund balance. If you sum the ones then that we're doing on a pay as you go basis, that's \$2,522,000. That's ballpark more than a penny, not quite a penny and a half on the tax rate.....that would be over a penny and a half wouldn't it, there are a penny and a halfish worth of projects on this slide that are funded on a pay as you go basis. So, \$2 million on the previous slide, \$2.5 million on this slide, \$4.5 million in projects that are funded on a pay as you go basis in this proposed budget.

Commissioner Hunt said can you talk about our employee per citizen ratio and how this might impact employee morale and retention.

Ms. Huffman said Bobby is the author of a spreadsheet, for the Top 20 in population, municipalities in the state of North Carolina. We don't allocate the time to update this spreadsheet every year and so the most recent year we have available is FY23 budget. We've taken how many employees each of these municipalities had in FY23's budget and divided that by their population, so our number is 3.2. If there is a lower municipality in the state of North Carolina in our population range, I don't think so. I don't think there's one near us. How do we accomplish such a low number of employees per 1,000. Remember how I said we haven't updated this for FY24. Every single one of these municipalities have had a paid municipal fire department for years. Most of these municipalities probably have water and sewer employees. We don't and I don't know when that we would have them again. And other municipalities choose to provide some services that we don't, especially with employees. My understanding is that the City of Concord until the current budget year chose to contract out their solid waste services and this year decided to bring that in-house and so their employee count will have increased a fair amount if they are doing that with employees. Concord and Mooresville are examples of municipalities who choose to have municipal golf courses. Just to maintain a golf course you're going to have more employees. There are different municipal services that are provided, but three big factors that will change your employee count per 1,000 – how you are accomplishing fire protection services, water and sewer services and solid waste.

Commissioner Hunt said at the Brew on the Budget you gave an equation that will help people figure out what the direct impact to them will be because I think sometimes people get scared. If you could share that, it might help people put it in perspective.

Ms. Huffman said if you round to the nearest \$1,000 whatever your tax value is.....not your sales value, not what you paid for your house, but if your tax value is \$350,000, if you'll put \$350,000 in a calculator and divide by 25, whatever that number is if you'll multiply that number by 1.07, that will tell you what the monthly equivalent of your increase, the impact of this 5.15 cents tax increase will be. I didn't do that with you, but I'll be glad to, it's 350 divided by 25, I get 14.....14 times 1.07 I get 14.98. Remember Anthony had a slide that said if your home value is \$460,000 then the monthly equivalent of that increase is \$19.75. Well, if your home value is not \$460,000, that don't help you much. But if you'll take your value and don't put the thousandths place in there, just round it up to the nearest thousand so \$350,000. If you're home value is \$351,000, put in 351. Divide by 25 and then multiply by 1.07 and that's the monthly impact of the 5.15 cent increase.

Commissioner Hunt said there's been some discussion of allocating funds for sustainability and I just wanted to point out that there is some discussion about hiring a sustainability consultant, but we have grant funds allocated for that purpose, so there will not be taxpayer dollars used for that.

Commissioner Quarles said I don't want our constituents misled and we must make sure we do the right thing to inform our citizens on factual information. The former mayor also posted "we delayed issuing the debt until 2020 at an interest rate which was the lowest in North Carolina history. The action saved Huntersville taxpayers millions of dollars from 2016 to 2020." That sounds impressive, but could you confirm or deny if at any time debt was issued between 2016 and 2020.

Ms. Huffman said there's so many things you can get out of an audit report. I have 11 pieces of compelling evidence to me about whether or not there was a 2016 bond issue. I'm going to start with an audit report. Our fiscal year runs July 1, so fiscal 2016 would have run from July 1, 2015 to June 30, 2016. In our audit report it ended at June 30, 2016, but we are required to put if there is a significant event that has impacted the Town's financial condition. Before we issue that audit report, we are required to put what is CPA accountant speak as a subsequent event note in. And so the very last note in our 2016 audit report is what you see right here. We issued bonds on September 21, 2016. The \$2.7 million, the number in the middle, is a refunding so that's not really new debt, but the \$865,000 and the \$7,810,000 is absolutely new debt and our audited by an independent auditor audit report would tell you that we issued bonds in calendar 2016. We have a page in our 2017 audit report at the very top it says that this is our bond fund, it's effectively the 2016 bond issue. We are not very inventive with names because we issued them in 2016, we named that bond fund the 2016 bond fund. Middle of the page here, see where it says Other Financing Sources, bonds issued in the current year column, so from the subsequent event note would tell you that we issued \$8,675,000 in bonds. What I like about looking at it from the audit report perspective is this tells you what we used the money for. Up in the expenditures section we were finishing the Rec Center and so we budgeted to spend some of that money on finishing the Rec Center, Fire Station #4 was a significant portion of what we used those bonds for. Culvert improvement, we started Gilead Road West with \$300,000 that was just going to be a culvert that has ballooned and we continue to work on Gilead Road West and that funding of Main Street was a significant portion of the 2016 bond issue. I have 11 other items that you can go through. I feel like I've made the case. There was a 2016 bond issue. We got a good rate at the time. We were pleased with it. The interest rate stayed low for a very long time. This was a respectable rate. I'm happy to go through more of these if you would like to see them.

Commissioner Quarles said during 2016, 2017, 2018 and 2019, I'm pretty sure the tax rate at that time was 30 cents.

Ms. Huffman said this tells you from the year 2000 what the Huntersville tax rate was. This will tell you what the tax rate was in all those years.

Commissioner Bergsman said I was actually going to ask about this slide, because I remember seeing it at the last Brew on the Budget and I kind of like the historical aspect that it gives and actually my question ties into this chart because I know last year was a property reval year for the county. Are there any other years represented on this chart that were also reval years?

Ms. Huffman said I've been a municipal employee in Mecklenburg County since the year 2000. My recollection is that prior reval years were 2004, 2012, 2020 and then 2024. I don't know when they were before that. Thank you for bringing up, so when the values were going up it was not unusual for the rate to go down. I wouldn't want you to look at this chart in isolation without thinking about what the value changes were, too. That's completely fair.

Commissioner Bergsman said when we're talking about tax rates and increasing it, it's often folks who are on fixed incomes that have the hardest time with that. I think I had mentioned at the last meeting

about possibly looking into a program similar to what Davidson has, that tax assistance program that's funded not by tax dollars but by donations and I was just wondering if that's something there's a chance to look into or if we have any kind of updates on a program like that.

Bobby Williams, Assistant Town Manager, said Davidson's program is through the Davidson Community Foundation.

Commissioner Bergsman said do you know legally is there a way for the town to have like a not necessarily a whole foundation which would take a lot of work, but kind of like a separate fund that's donation driven.

Emily Sloop, Town Attorney, said as far as the Town being able to use town dollars just to make donations even for charitable purposes, we can't due to constitutional limitations. As Bobby mentioned there could be a potential to partner with a non-profit that is offering a service, similar to how we do with the non-profits that will be coming before you all for consideration in the next month or so, but typically we are constrained by the constitutional limits which require us to basically only be able to give funds in exchange for a public purpose. That's something that we can do some additional research on to see about options for how it may be structured, but if I were speaking just without having done that research, the more likely scenario would be partnering with a non-profit in some form or fashion.

Commissioner Bergsman said just to be clear I'm not advocating in any way to use tax dollars for something like that, donations only. I have one more question in relation to the Parks & Recreation budget. I was just curious being on Parks & Rec and looking at the goals and it seems like a big priority right now is definitely decreasing the number of people that are on wait lists for programs. And I just kind of wanted to hear some more information about it looks like the increasing some part-time hours, amount of hours, how that can help.

Michael Jaycocks, Parks & Recreation Director, said some of the programs such as summer camp, our hands are tied from expanding based on facilities. The hope is that once the new town hall is built this can be remodeled and we can expand on summer camps. Some of our other programs we are offering more sessions, which having additional staff allows us to do, so some of those programs we were able to knock down some of the wait lists such as like preschool programs, mini-athletes, stuff like that, afterschool programs. Summer camp is the one we really don't have a way to expand yet.

Commissioner Bergsman said you do think for some of the other programs that this budget will help improve some of the wait lists for those.

Mr. Jaycocks said yes.

Commissioner Dumas said we're growing really quickly. We hear that all the time. We see it, we feel it. Wouldn't the additional people moving here help us with our tax revenue. Is there an issue with expenses? Why is it that we need to raise the taxes if we have so many people moving here?

Mr. Roberts said obviously we're growing. I think Jackie had showed some slides before where from a growth rate standpoint we're the highest in the county.

Ms. Huffman said the Mecklenburg County Assessor's Office sends to us the what I'm going to refer to as the natural growth in the system, the building rate, the change in value. If you knock one house down and build a bigger house there or if you just built a house on raw land so there's something to tax

that wasn't there in the prior year. Huntersville is growing at a rate of 3.2 percent, which is a higher growth rate than the county average and the other municipalities. That's 3 percent and so if you go back and review what we estimated a penny on the tax rate generated for FY24 the current year, that would have been \$1.5 million and because we have that 3 percent growth rate, we estimate that a penny on the tax rate this year generates \$1.6 million.

Mr. Roberts said with all the capital and the various public safety items we're doing, just the 3 percent growth alone doesn't cover that or 3.2.

Commissioner Dumas said from my perspective it's with more people comes more expense, especially with how quickly we've grown, we have to widen the roads and we've fallen behind on keeping up with that stuff, so it costs more.

Mr. Roberts said the cost of everything is going up unfortunately. We're going to push orange barrels everywhere, which is going to be painful, but we have to.

Mayor Clark called for public comments.

Michelle Blumenthal said I guess the first thing I want to say is that I vehemently oppose wasteful spending, but I don't think this is wasteful spending. I support this budget and the tax increase to pay for the new Town Hall, which the majority of the previous board committed to building, to pay for roads and greenways, which we voted for the bond. They put it on the ballot, and we voted for it. Also to pay for a municipal fire department which we need and which the previous board initiated a plan to establish, and also to pay for adjusted Town staff salaries to pay staff what they deserve. You must pay for the services we need and have committed to. We need to pay our bills. We need to pay for the Police and the Fire Department and as we just heard, we have a lower tax rate than the top 25 municipalities in the state and with this increased tax rate we still will. I know there are people that hate the idea of a tax increase, but if it's necessary and if it's not wasteful, then we have to pay our bills.

John Foster said I told myself earlier this afternoon that this was a very difficult day for me to say what I wanted to say and try to say it in three minutes. I could stand and listen to Jackie all day. I've lived in Huntersville for over 30 years and it's obvious that we have grown that whole 30 years. Some things that I wanted to say and I played with all kinds of numbers this week, but after listening to her I scratched those. I'm not going to even try to compete with her. But what I'm going to tell you guys and everything else, you were elected to do a job. I think you are very capable of doing that job. I highly recommend that you approve the budget, stay on course on the things that you have already started. Don't listen to the naysayers and continue to do the things that this town needs. We need sidewalks, we need better roads, we need to continue to improve infrastructure. I look at car tags every day. And the car tags that I see from out of state is just truly amazing. I talk to people every day in our store that have moved here. Why did you move here. Where did you move from. And it's obvious in the over 30 plus years that I've lived here, Huntersville has done lots of things right, but if we don't continue to spend money, if we don't continue to do the things that need to be done, we can't delay them. Doing the city hall right now, I'm glad you guys are getting credit for it, but you know how many millions of dollars is that city hall costing taxpayers by us delaying it probably two terms. It should have never been delayed. We should be in it today. I'm going to tell you, continue to do what you're doing. Stay the course. Don't listen to all the naysayers and everything else. No one in this world cannot make it without having budget increases from time to time. The things that we talked about and the things that she talked about I think they're necessary. Do what you need to do, don't worry about what other people are saying. Make sure it gets into the newsletter and publicize it wherever you can and you'll be

okay when you all get ready to get reelected. Stay the course and continue to do the job that you are doing.

Frank Gammon said I'm a 30 year resident of Huntersville. I'm here to request that you eliminate the solid waste fee. The \$154 fee is in fact a property tax which adds two plus cents to the established property tax, which brings the proposed tax rate to nearly 25 cents. Former commissioner Lance Munger stated during last year's budget discussion that the solid waste fee impacts those living on fixed incomes the most and I agree. I'm glad you didn't raise it this time. I just want you to get rid of it. Eliminating the solid waste fee provides relief to all citizens, especially those living on limited incomes. Raising water raises all boats the saying goes. I believe the budget you are proposing with the increased tax rates can absorb the elimination of the solid waste property tax.

Sarah McAulay said I respectfully request that you not pass this budget, that you go back and look at it, you take out all the well it would be nice to have this or I think that's a good idea or let's move forward with that. You're hung up on the tax rate. Look at the dollars that it's bringing in. Look at all the construction. I went out of town for a week and there were eight new houses being built in front of me, not the ones on the east towards the school but the ones across Gilead Road. This economic news that I read describes the time that we are in now as the white collar depression. That is true. There are people losing their jobs because businesses and corporations are moving to other locations and they have aged up a little bit because they stayed with the companies and they cannot find jobs. The tax bills go out in North Carolina in July. They are due by September 1. You are going to raise the tax rate and bring in a lot more money that have come online since last year. Talk about elections, on November 5 of this year you have a bond issue out there. I believe some of it is for roads. A lot of the budget that I was able to look at online has road construction to North Carolina State Highway Roads. What I think is going to happen is that you are going to end up turning that money over to the state to do, because you cannot contract to change a North Carolina road. I respectfully request that you go back and look at this. Don't get hung up on the tax rate. The tax rate that they showed you that decreased some years back was because in 2008 we had revaluation. Yes, the tax rate went down because revaluation went way up. We had revaluation in 2023. The tax stayed the same I believe. Look at the money, not the rate. Don't pass this.

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

**Petition #ANNEX24-01.** Mayor Clark called to order public hearing on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC, to annex 59.462 acres into the Town of Huntersville.

Brian Richards, Planning Director, explained due to a clerical error at the Charlotte Observer our legal ad was not able to be run. We've got that corrected. We're just asking for continuance so we can be in compliance with the law.

Commissioner Hunt made a motion to move Petition #ANNEX24-01 to 6 p.m. on June 3, 2024, at Town Hall.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

## **OTHER BUSINESS**

**Public Records Policy and Fee Schedule.** Commissioner Walsh said what the Board is going to be asked to approve this evening is a new Public Records Policy and Fee Schedule. Ms. Sloop here in a minute is going to go through some things, but I want to kind of put things in perspective to let those who are watching or here to first of all understand what a public record is, what we don't actually show as a part of a public record – confidential information, etc., basically to understand the redaction process and then understand what has been coming to the Town over the last year in terms of number of requests, complexity of requests, etc. and then look at a fee schedule, what other municipalities do and what we are recommending this evening.

Emily Sloop, Town Attorney, presented PowerPoint presentation. *PowerPoint attached hereto as Exhibit No. 4.* As Commissioner Walsh stated, this Board requested that the Legal Department research what other jurisdictions were doing with regards to public records and fee schedules and also to prepare a draft policy for consideration. First, though, it would make sense to let those listening and in the audience know what is a public record.

The definition of a public record is set forth in the North Carolina General Statutes. It's section 132-1. I'm not going to read the definition in its entirety, but essentially public records are those records that are created in the transaction of public business. It doesn't matter what the format is. It could be emails, it could be text messages, it could be posts on social media, books, etc. I have highlighted the relevant portions here of the definition and I do want to call out that it is not only for the Town Board and the Town departments, but this would also apply to those records that are created by all of the appointed boards, committees, commissions, etc.

Again, looking at the statutes, Section 132-1(b) does note that public records belong to the people. That means that they can be requested by anyone. However, there are limitations. Nothing in the statutes require the Town or any of its committees, commissions, departments, etc. to create records that do not exist. If, for example, a list is requested from the Town and we don't maintain that list, we are not required to create a record to respond to a public records request.

Certain information is not considered public record under the statutes, and it also could be considered confidential per statute. I've listed here a few of the examples that would be considered non-public records and/or confidential. That would be information protected by attorney-client privilege, including trial preparation materials. Also, tax information, enterprise billing information, electronic payment account numbers, proprietary information, criminal intelligence information, sensitive public security information. Also, we are not going to be giving out any social security numbers, so do not worry about that, protected medical information, and also information that's contained in a personnel file.

When someone submits a public records request, Town staff has to look at that information that they are seeking and make a determination as to whether or not what they are seeking can be released or whether or not it is considered non-public record or confidential that must be redacted. The typical redaction process requires review by not only the department from which the records are coming from, but also the Town Clerk and the Town Attorney to make sure that we are complying with state statutes. Each redaction has to be made manually. That is to say that we have to go through page by page and look at each page to make sure that we are not releasing something that cannot be released per law.

The Town Clerk compiled this information regarding the number of requests that we receive each year. Based on a 5-year average, the Town receives 88 public records requests per year. As of May 23, 2023, the Town had received 35 requests. As of May 14, 2024, the Town has already received 43 requests.

That is approximately a 23 percent increase in the number of public records that we have received this year from last year.

Each public records request is not the same in terms of how complex it is or how many records that the request is going to produce. Rather the breadth and complexity of the request vary. Most recently we have seen an upwards trend in the number of broad, complex records requests that produce voluminous results due to the lack of specific search parameters being included in the request. For example, if we receive a request that does not have a specific date range, specific key terms to search for, any idea about where the record may be found, that adds to the complexity of the request.

Also, the redaction process again requires multiple levels of review prior to us being able to reduce the records. If we receive a very broad and complex request that has not been properly narrowed down with specific search terms, dates, etc., that can add to our standard response time. Due to the increased number of these types of requests, our response time has increased.

This slide lists out a couple of examples of recent requests that we have received and the redaction process associated to those requests. The first request that is highlighted on this email was a request for emails for a particular lieutenant's emails from the Police Department for a period of three months. The request did not include any keyword search terms. There were no specific topics that were being requested. This particular request resulted in approximately 4,200 responsive records including attachments, many of them duplicative, during the requested time period. That being the case, we had to go through each of those 4,200 documents and look to see what needed to be redacted. And as you can imagine, because this dealt with police information, a lot of the information that was contained in the records that came back was confidential or needed to be redacted because it contained non-public record information.

On the flipside, another recent request that we received was for all communications related to the dedication of sidewalks, their maintenance and repair, in a particular subdivision. Also, we were asked to produce information regarding removal, repair or remediation of sewer clean-outs in the same subdivision. Finally, that request also wanted communications with developers, contractors, HOA and property management and minutes of public meetings. When we first received this request for information, it was very broad. As you can see, they were asking for multiple different pieces of information. However, the Town Clerk was able to, as well as myself, reach out and work with the requester to narrow down the search terms, narrow down the date range, narrow down the specific types of information that they were seeking, whereas in the original request the requester refused to narrow down the request. Even with this reduced request with specific search terms and parameters, ultimately the second example here still produced approximately 4,500 documents that we still had to go through and make sure that they were being redacted properly and that's with it being narrowed down.

Pursuant to North Carolina General Statute 132-6.2(b), a municipality is within its legal rights to charge for the actual cost of producing copies of public records, the cost for certification when producing certified public records, cost for greater use of technology resources than available to the agency for the reproduction of such voluminous records and also a special service charge based on the cost incurred for extensive use of information technology resources or the labor cost of personnel providing extensive clerical or supervisory assistance.

This chart is based on research that the Legal department did in terms of determining what a potential policy might look like. We did a survey and by no means is this list exhaustive. There are many other

jurisdictions across the state, whether they be at the county level or town level, that do have policies in place, as do various state departments including the North Carolina Department of State Treasurer, the North Carolina Department of Public Safety and also the North Carolina Administrative Office of the Courts which is a judicial entity in North Carolina. As you can see from the chart, most of the special service charges start to accumulate after 4 hours of staff time being spent on the request. Mooresville is on the higher side. They have \$38 per hour over 4 hours. Many that we saw had \$18 per hour over 4 hours. Some of the jurisdictions that we saw even started charging the special service charge beginning at 2 hours or 3 hours. Another trend that we saw in the policies was that if it was over a certain estimated fee that would be accumulated or assessed, that the municipality or county would provide a fee estimate and then the requester would have the opportunity to either move forward with the town fulfilling the request based on the estimated cost or they could choose to narrow down the request to attempt to narrow down the fees that would be associated with the request. Also, another trend that we saw in most of the policies was not only was a fee estimate provided, but also a deposit would be required to ensure that once the work had been completed that we were getting the advanced deposit and then not releasing the records until the fee was paid in full.

Commissioner Walsh said the request tonight for this is the Public Records Policy and Fee Schedule. Most of the responses to public records requests will continue to be produced in electronic format and be free to the requester. We believe that probably 80 to 85 percent of what we currently get would be that way. Requests requiring extensive use of information technology and/or extensive clerical or supervisory staff time will be assessed an information technology fee and/or special service fee charge, whichever may apply. The special service charge will be \$18 per hour for time expended on requests in excess of 4 hours and may be prorated. Again, as Ms. Sloop mentioned, the estimates will be provided for requests that are estimated to exceed \$25 in assessed fees and then a 50 percent deposit will be required for requests that exceed \$50.

Commissioner Hunt said does this deter people from requesting public records or does it just incentivize them to be specific?

Commissioner Walsh said I would say that it won't deter people from making requests. Hopefully they can be more specific. We had a request for all the emails from a former elected official which came out to 34,000 records. Staff is going to take months and months fulfilling that request. We did reach out to this person to try and get them – what are you after, let us help you, but it was just this is what I want, so I think what we are doing is protecting the taxpayers' money in this particular case. We expect those to continue on. A lot of people are very targeted in what they request. They're usually pretty easy to fulfill, but again we'll work up to 4 hours on that.

Commissioner Rivers said an estimate currently right now with the public records requests, what are we looking at percentage-wise? I know you stated 85 percent that are getting it free at this moment.

Ms. Sloop said there are no fees currently associated, but even with the implementation of the policy as drafted and the new fee schedule, still approximately 80 to 85 percent as estimated by our Town Clerk will remain free as far as the production costs.

Commissioner Bergsman said can you go back to one of the last slides that had the descriptions of when special service charges are.....my question is kind of in relation to the fourth point on there and I was just wondering if there's any kind of definition on what constitutes the clerical or supervisory assistance.

Ms. Sloop said there is no specific definition that is set forth in the general statutes, rather in doing our research we looked again at different municipalities. The approach that we took was to take the middle ground in terms of the cost that would be applied and also the middle ground as to when the cost would start applying, so as you saw on the table that included the information about the other policies from jurisdictions across North Carolina, if you were able to switch back to that you can see that several of them start charging at over 2 hours, however we looked at the other municipalities including state agencies and it seems that the average is 4 hours to start charging that.

Commissioner Bergsman said I've kind of looked at this almost as like a snowball effect. We want to be very careful because public records are people's records and I don't discount that. That's very important to me, but I've noticed in the last few months where we've had multiple requests in that are smaller that have a very specific, you know it's very clear what's being asked. I feel, and this is where I want to be corrected if I'm wrong, but there have been delays in responding to multiple public records requests because of time that's spent on these very broad thousands, dozens of thousands of emails that this is also impacting other residents in the community who have these smaller requests.

Ms. Sloop said I don't want to put words in our Town Clerk's mouth and she can jump in if she feels the need – but my understanding and in looking at the requests that I have had to review, yes the breadth of complexity we've seen an upwards trend, more of the requests that are coming in do not include the specific search terms. Many of them do, you're correct, and those are the ones that can be responded to much quicker by the Town Clerk, but if we receive these broad, complex requests that don't include the specific search terms, that don't include specific date ranges, that don't include which department we should look to to gather the information, that's where some of the smaller requests that would typically be very easy to fulfill and do very quickly, they're sometimes falling by the wayside because we are continuing to work on those very large, broad complex requests. I know that Janet does try if she sees one that is easy to respond to, to not penalize that person and make them wait behind the other very broad complex ones, but that's not always doable depending on her schedule and workload.

Commissioner Quarles said will these fees apply to residents as well as media or residents and not media?

Ms. Sloop said as drafted and this is similar to the other policies that we saw, the requirements that are found within the policy will apply equally across the board no matter who the requester is.

Commissioner Quarles said I ask that because we know there are some people that may have friends in the media and they may use that route to say okay, would you please contact the Town of Huntersville for a records request and try to get around it through a loophole.

Commissioner Bergsman said I just wanted to verify, say someone submits the form and it looks like it's going to be an estimated 8 to 10 hours of work. Are we still going to provide them the opportunity to kind of go back and make a few changes to narrow in on what they are actually looking for?

Ms. Sloop said correct. You'll see in the draft policy that there is a form that is called a Fee Estimate Form that will go out to the requester detailing the cost that is estimated. If it's over \$25 as the estimated fee, at that time they can either issue a notice to proceed with the request in fulfilling it and that they acknowledge the fee as estimated, or they can then choose to narrow down the scope of the request or alter their request before moving forward.

Mayor Clark said just for folks who may not know we have a clerk Janet who does the majority of the work on this and our Town Attorney who also does the majority of the work on this. That's two people reviewing 34,000 emails, 5,000 emails at a time – just so everyone knows that's a huge burden on our staff.

Commissioner Walsh made a motion to approve the new Public Records Policy and Fee Schedule.

Commissioner Quarles seconded the motion.

Mayor Clark called for the vote.

Motion carried unanimously.

#### CLOSING COMMENTS

None

There being no further business, Commissioner Hunt made a motion to adjourn. Commissioner Quarles seconded the motion. Motion carried unanimously.

Approved this the \_\_\_\_ day of \_\_\_\_\_, 2024.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Janet Pierson, Town Clerk

**Subject:** Approval of Minutes - May 22, 2024

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### **EXPLAIN REQUEST:**

Consider approving the minutes of the May 22, 2024 Special Town Board Meeting.

### **ACTION RECOMMENDED:**

Approve Minutes

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

1. Draft Minutes

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

**May 22, 2024  
5:30 P.M. – Huntersville Town Hall  
101 Huntersville-Concord Road**

The Huntersville Board of Commissioners held a Special Meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC, at 5:30 p.m. on May 22, 2024, to discuss the proposed budget for FY25.

Mayor Clark called the Special Meeting to order.

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Amanda Dumas, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called the meeting to order.

Jackie Huffman, Deputy Town Manager, gave presentation on the Manager's Recommended Budget for Fiscal Year 2024-2025. *PowerPoint attached hereto as Exhibit No. 1.*

Following the presentation, staff and the Town Board answered questions from the audience related to the Electric Fund/Rates, solid waste fee, affordable housing

There being no further business, the meeting was adjourned.

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Emily Sloop, Town Attorney

**Subject:** Fifth Amended and Restarted Operations Center Lease Agreement with Electricities

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### **EXPLAIN REQUEST:**

The current operations center lease agreement with Electricities expires on June 30, 2024. The fifth amended and restated lease will extend the lease terms through June 30, 2027.

### **ACTION RECOMMENDED:**

Approval

### **FINANCIAL IMPLICATIONS:**

### **ATTACHMENTS:**

1. Resolution Electricities Fifth Amended Lease 6-3-24
2. Electricities HVL Facility Fifth Amended Lease 5-16-24



## **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 11,260 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 ("2<sup>nd</sup> Amended Lease"), a Third Amended and Restated Lease Dated May 21, 2018 ("3<sup>rd</sup> Amended Lease"), and a Fourth Amended and Restated Lease Dated May 15, 2021 ("4<sup>th</sup> 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 4<sup>th</sup> Amended Lease ends June 30, 2024 and the parties wish to enter into a 5<sup>th</sup> Amended Lease (the "5<sup>th</sup> Amended Lease") at the terms described in the 5<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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.

This resolution shall become effective upon adoption. Adopted this 3rd day of June, 2024.

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

\_\_\_\_\_  
Christy Clark, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Sloop, Town Attorney

EXHIBIT "A"  
(5<sup>th</sup> Amended Lease)

## FIFTH AMENDED AND RESTATED HUNTERSVILLE/ELECTRICITIES OPERATIONS CENTER LEASE AGREEMENT

This Fifth Amended and Restated Lease Agreement ("Fifth Amended Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 ("Cornelius").

### WITNESSETH

**WHEREAS**, Town is the owner of the land, with a building containing approximately 11,260 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 ("2<sup>nd</sup> Amended Lease"), a Third Amended and Restated Lease Dated May 21, 2018 ("3<sup>rd</sup> Amended Lease"), and a Fourth Amended and Restated Lease Dated May 17, 2021 ("4<sup>th</sup> 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 its own behalf; and

**WHEREAS**, Tenant's rental payments for the portion attributable to the operation of the Huntersville and Cornelius Systems, including warehousing, will be split according to the allocated portion for each entity agreed upon by Town and Cornelius annually. The rent for the area not used for the operation of the Huntersville Electric System and Cornelius are paid by Tenant and shall not be passed through to Town or Cornelius under the operating agreements between the towns and Tenant; and

**WHEREAS**, the rental rate is and will continue to be based on type of rate in the following chart; 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 NCMAPA1 and on behalf of ElectriCities Corporate Group in the following manner:

|                                 | sf            | \$/sf   | total            |
|---------------------------------|---------------|---------|------------------|
| Tenant office space             | 2,212         | \$14.00 | \$30,968         |
| Town and Cornelius office space | 5,956         | \$14.00 | \$83,384         |
| Operations (Warehouse)          | 3,092         | \$8.00  | \$24,736         |
| <b>Total</b>                    | <b>11,260</b> |         | <b>\$139,088</b> |

**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 Tenant and Tenant hereby accepts rental of the Building of approximately 11,260 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.

## **II. TERM**

The term of this Agreement shall be deemed to begin as of July 1, 2024, and continue for a period of three (3) years up to and including June 30, 2027.

## **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, 2024 through June 30, 2025, shall be due and payable on or before June 1, 2024. If not paid by June 10 of the fiscal year, the payment shall be deemed late and in default.
- b. The base rent for the Leased Premises shall be calculated based on the following use assumptions:

**Tenant** = \$32,424 annually

**Town/Cornelius Office & Warehouse** = \$106,664 annually (split based on annual budget allocation percentage)

The Town/Cornelius Office + Warehouse balance shall continue to be paid by each of the Towns' respective Electric Enterprise Funds by a separate agreement between the two Towns, based on the mutually agreed upon annual splits. Tenant shall not be liable for any portion of the Towns' share of rent in the event the Towns are unable to reach agreement as to allocation or in the event of default by either Town.

- c. Notwithstanding the provisions of paragraph III(b), the annual rental obligation of the Town 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 2027, 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 Town 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 10<sup>th</sup> 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, the parties hereto may mutually agree 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 1/12<sup>th</sup> 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 by Tenant 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, maintaining electrical distribution systems, and providing other services to Tenant's members.
- 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, inconsistent with good utility practice, 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 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 it may have, declare the rent for the balance of the term immediately due and payable, and collect the same by available legal remedies.

## **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. Town agrees to and does hereby indemnify and hold Tenant

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 the wrongful or negligent acts of Town, its officers, employees, agents, guests, 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 OF LATENT OR PATENT DEFECTS**

Each party has the duty to inform the other of any latent or patent defects in the Leased Premises of which the party has knowledge, including pre-existing environmental contamination.

**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 Fifth Amended Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF HUNTERSVILLE:

By: \_\_\_\_\_  
Anthony Roberts, Town Manager

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

ELECTRICITIES OF NORTH CAROLINA, INC.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_, 2024



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Pattie McGinnis, Finance Director

**Subject:** Eighth Capital Project Ordinance Amendment for Transportation Projects

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### **EXPLAIN REQUEST:**

Approve the Eighth Amendment to the Capital Project Ordinance for Transportation projects in an effort to reduce the impact of the arbitrage interest calculation. This amendment does not increase total expenditures for the Town; it only changes the sources of funds among projects. We expect these projects to be completed in calendar 2024.

### **ACTION RECOMMENDED:**

Approve Budget Amendment.

### **FINANCIAL IMPLICATIONS:**

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

### **ATTACHMENTS:**

1. EIGHTH PROJ Amendment Capital Prj Ord-FUND 95



**EIGHTH AMENDMENT  
TRANSPORTATION PROJECTS  
CAPITAL PROJECT ORDINANCE**

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

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

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

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

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

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

**WHEREAS**, on November 2, 2015 a project ordinance was adopted for the Main Street Project for the purchase of right of way, design and engineering, utility relocation, landscaping and construction costs ("Project Ordinance"); and

**WHEREAS**, the Project Ordinance was amended on May 18, 2020 for the purpose of incorporating the additional funding sources which are the 2020 Bonds issued and the Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and bond issuance costs; and

**WHEREAS**, the Project Ordinance was amended on April 19, 2021 for the purpose of incorporating the additional funding sources which are the General Fund Balance, the Bonus Allocation funds and contribution from Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on May 15, 2023 for the purpose of incorporating the additional funds source from the 2013 Bonds for continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on June 5, 2023 for the purpose of incorporating additional funding source from the 2016 Bonds and Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer and improvements; and

**WHEREAS**, the Project Ordinance was amended on June 20, 2023 for the purpose of incorporating additional interest income from the 2013 Bonds and the 2016 Bonds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the Project Ordinance was amended on November 6, 2023 for the purpose of incorporating additional funding source of Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

**WHEREAS**, the pace of the various transportation projects have changed and some of the projects are being delivered quicker than others; and

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of the Town of Huntersville that a Project Ordinance is hereby amended as follows:

**SECTION 1. MAIN STREET** The Main Street project authorized the upgrading of Main Street and providing connections to NC 115 at Mt. Holly-Huntersville Road and Fourth Street and related NC DOT municipal agreements have been executed.

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

|                                                                                                                                      | <b>Original<br/>Budget</b> | <b>Prior<br/>Amendments</b> | <b>6/3/2024<br/>Eighth<br/>Amendment</b> | <b>Total<br/>Budget</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping and bond<br>issuance cost |                            |                             |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                                           | <b>\$ 9,000,000</b>        | <b>\$ 23,585,642</b>        | <b>\$ (408,945)</b>                      | <b>\$ 32,176,697</b>    |

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

|                                   | <b>Original<br/>Budget</b> | <b>Prior<br/>Amendments</b> | <b>6/3/2024<br/>Eighth<br/>Amendment</b> | <b>Total<br/>Budget</b> |
|-----------------------------------|----------------------------|-----------------------------|------------------------------------------|-------------------------|
| 2013 Bonds Issued                 | \$ -                       | \$ 13,933                   |                                          | \$ 13,933               |
| 2016 Bonds Issued                 | 4,000,000                  | 339,400                     |                                          | 4,339,400               |
| 2020 Bonds Issued                 | -                          | 2,939,945                   |                                          | 2,939,945               |
| Grant Fund                        | 5,000,000                  | 10,778,600                  |                                          | 15,778,600              |
| General Fund Balance              | -                          | 3,892,932                   | (712,150)                                | 3,180,782               |
| Contribution from Charlotte Water | -                          | 4,850,000                   |                                          | 4,850,000               |
| Transfer from other projects      |                            | 770,832                     | 303,205                                  | 1,074,037               |
| <b>TOTAL REVENUE</b>              | <b>\$ 9,000,000</b>        | <b>\$ 23,585,642</b>        | <b>\$ (408,945)</b>                      | <b>\$ 32,176,697</b>    |

**SECTION 2. RANSON ROAD WIDENING.** The Ranson Road widening project is authorized to improve Ranson Road from the south of Sheila Carruth Drive to Stumptown Road. This will improve safety and traffic flow at the Ranson Road and Stumptown Road intersection. This will include planning, permitting, engineering design, right of way acquisition and construction.

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

|                                                                                                                                      | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping and bond<br>issuance cost |                            |                            |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                                           | <u>\$ 982,920</u>          | <u>\$ 1,270,919</u>        | <u>\$ 135,065</u>                        | <u>\$ 2,388,904</u>     |

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

|                                  | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|----------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Transportation Reserve transfer  | \$ 400,000                 | \$ -                       |                                          | \$ 400,000              |
| 2020 Transportation Bonds Issued | 582,920                    |                            |                                          | 582,920                 |
| Transfer from other projects     | -                          | 1,270,919                  | 135,065                                  | 1,405,984               |
| <b>TOTAL REVENUE</b>             | <u>\$ 982,920</u>          | <u>\$ 1,270,919</u>        | <u>\$ 135,065</u>                        | <u>\$ 2,388,904</u>     |

**SECTION 3. GIBSON PARK DRIVE PHASE 2.** The Gibson Park Drive Phase 2 project is authorized to improve Gibson Park Drive from Church Street to Drake Hill Drive. This will improve safety and traffic flow for increasing volumes between Vermillion development and NC 115. This will include planning, permitting, engineering design, right of way acquisition and construction.

**SECTION 3.1.** The following amounts are appropriated for the project:

|                                                                                                                                      | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping and bond<br>issuance cost |                            |                            |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                                           | \$ 757,992                 | \$ 307,991                 | \$ -                                     | \$ 1,065,983            |

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

|                                  | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|----------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| 2020 Transportation Bonds Issued | \$ 636,522                 | \$ -                       | \$ -                                     | \$ 636,522              |
| General Fund transfer            | 121,470                    |                            |                                          | 121,470                 |
| Transfer from other projects     |                            | 307,991                    | (516,956)                                | (208,965)               |
| Transfer from General Fund       |                            |                            | 516,956                                  | 516,956                 |
| <b>TOTAL REVENUE</b>             | \$ 757,992                 | \$ 307,991                 | \$ -                                     | \$ 1,065,983            |

**SECTION 4. TOWNWIDE SIDEWALKS** The townwide sidewalk project authorized is to construct new sidewalks or multiuse paths in various locations in Town. This will improve safety for pedestrians in the area. This will include planning, permitting, engineering design, right of way acquisition and construction.

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

|                                                                                                            | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping |                            |                            |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                 | \$ -                       | \$ 900,000                 | \$ -                                     | \$ 900,000              |

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

|                              | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Transfer from other projects | \$ -                       | \$ 900,000                 | \$ -                                     | \$ 900,000              |
| Transfer to other projects   | -                          | -                          | (195,194)                                | (195,194)               |
| Transfer from General Fund   | -                          | -                          | 195,194                                  | 195,194                 |
| <b>TOTAL REVENUE</b>         | \$ -                       | \$ 900,000                 | \$ -                                     | \$ 900,000              |

**SECTION 5. POWELL BILL PAVING** The Powell Bill paving project authorized is to resurface existing streets and replace sidewalk and sidewalk ramps in various locations in Town. This will improve pavement surface, and walkability of the areas improved. This will include construction.

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

|                                    | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|------------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Paving of town maintained<br>roads |                            |                            |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>         | <u>\$ -</u>                | <u>\$ 1,983,950</u>        | <u>\$ 260,000</u>                        | <u>\$ 2,243,950</u>     |

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

|                              | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Transfer from other projects | \$ -                       | \$ 1,983,950               | \$ 260,000                               | \$ 2,243,950            |
|                              | -                          | -                          |                                          | -                       |
|                              | -                          | -                          |                                          | -                       |
| <b>TOTAL REVENUE</b>         | <u>✓ \$ -</u>              | <u>\$ 1,983,950</u>        | <u>\$ 260,000</u>                        | <u>\$ 2,243,950</u>     |

**SECTION 6. SEAGLE AND FOURTH STREET** The Seagle/4<sup>th</sup> Street project authorized is to construct roadway widening, curb and gutter, drainage improvements, and sidewalk along Seagle Street and 4<sup>th</sup> Street. This will improve safety of pedestrians and traffic flow in this area. This will include planning, permitting, engineering design, right of way acquisition and construction.

**SECTION 6.1** The following amounts are appropriated for the project:

|                                                                                                            | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping |                            |                            |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                 | \$ -                       | \$ 892,941                 | \$ 41,763                                | \$ 934,704              |

**SECTION 6.2.** The following revenues are anticipated to be available to complete this project:

|                              | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Transfer from other projects | \$ -                       | \$ 892,941                 | \$ 41,763                                | \$ 934,704              |
|                              | -                          | -                          |                                          | -                       |
|                              | -                          | -                          |                                          | -                       |
| <b>TOTAL REVENUE</b>         | \$ -                       | \$ 892,941                 | \$ 41,763                                | \$ 934,704              |

**SECTION 7. VANCE ROAD AND GILEAD ROAD.** The Vance Road and Gilead Road project is authorized to construct roadway on the new alignment from Vance Road north to the existing Gilead Road north to the Old Bud Henderson Road intersection. This project will improve safety, construct a portion of the Vance Road thoroughfare, and accommodate a permanent signal installation. This will include planning, permitting, engineering design, right of way acquisition and construction.

**SECTION 7.1** The following amounts are appropriated for the project:

|                                                                                                                                      | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Contruction, Utility relocation,<br>purchase of right of way,<br>design and engineering<br>and landscaping and bond<br>issuance cost |                            |                            |                                          |                         |
| <b>TOTAL PROJECT COSTS</b>                                                                                                           | <u>\$ 2,381,107</u>        | <u>\$ -</u>                | <u>\$ (27,883)</u>                       | <u>\$ 2,353,224</u>     |

**SECTION 7.2** The following revenues are anticipated to be available to complete this project:

|                                  | <u>Original<br/>Budget</u> | <u>Prior<br/>Amendment</u> | <u>6/3/2024<br/>Eighth<br/>Amendment</u> | <u>Total<br/>Budget</u> |
|----------------------------------|----------------------------|----------------------------|------------------------------------------|-------------------------|
| Transportation Reserve Transfer  | \$ 807,166                 | \$ -                       |                                          | \$ 807,166              |
| 2020 Transportation Bonds Issued | 1,544,767                  |                            |                                          | 1,544,767               |
| Capital Contribution - Escrow    | 29,174                     |                            |                                          | 29,174                  |
| Transfer to other projects       |                            |                            | (27,883)                                 | (27,883)                |
| <b>TOTAL REVENUE</b>             | <u>\$ 2,381,107</u>        | <u>\$ -</u>                | <u>\$ (27,883)</u>                       | <u>\$ 2,353,224</u>     |

**SECTION 8.** The officers of the unit are hereby directed to proceed with the capital project within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

**SECTION 9.** Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out these projects.

Duly Adopted this 3rd day of June 2024.

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

\_\_\_\_\_  
Christy Clark, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Sloop, Town Attorney



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Michael Jaycocks, Director of Parks and Recreation

**Subject:** Appropriate Sponsorship Revenue

---

### **EXPLAIN REQUEST:**

Appropriate Sponsorship revenue (103505.9999) in Parks and Recreation for \$14,000 for Growers Market, LaLaCaboosa, Movies in the Park and Just Kidding Around events (106200.0632).

### **ACTION RECOMMENDED:**

Approve Budget Amendment

### **FINANCIAL IMPLICATIONS:**

No impact to General Fund balance; offsetting revenue and expense.

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Michael Jaycocks, Director of Parks and Recreation

**Subject:** Appropriate Fund Balance for The Park Greenway

---

### **EXPLAIN REQUEST:**

Appropriate General Fund balance (103890.9999) in the amount of \$170,000 for The Park Greenway design due to the additional greenway length (105400.0564.22016) that was originally proposed to be funded by the Neon at the Park development that has not continued their project submittal since 2021.

### **ACTION RECOMMENDED:**

Approve budget amendment.

### **FINANCIAL IMPLICATIONS:**

Decrease in General fund balance.

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Stephen Trott, Director of Engineering

**Subject:** Budget Amendment

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### **EXPLAIN REQUEST:**

Appropriate Fund balance (103890.9999) for \$275,000 on the enhanced pedestrian crossing of NC115 at North Mecklenburg High School. These funds will be used for the design, right-of-way and construction of the pedestrian crossing. (105400.0509.24007).

### **ACTION RECOMMENDED:**

Approve budget amendment

### **FINANCIAL IMPLICATIONS:**

Decrease in general fund balance.

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Bobby Williams, Assistant Town Manager

**Subject:** CDBG Cooperative Agreement

---

### **EXPLAIN REQUEST:**

The Town of Huntersville currently participates in the Mecklenburg County Community Development Block Grant (CDBG) Entitlement Consortium. The CDBG Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

Every three years it is necessary to requalify our CDBG program with HUD. To accomplish this, each municipality within Mecklenburg County may continue its association with Mecklenburg County's CDBG program for the next three years, beginning 2024, or elect to opt-out—or exclude—your jurisdiction for the three-year period. If we decide to continue participation in the County's CDBG program, we may not withdraw for three years, and will not be eligible for funding under the State of North Carolina's CDBG program. By remaining active in the CDBG program, however, we will continue to have access to the annual CDBG funding. If we opt-out of the County's program, Huntersville and its residents would not have access to CDBG funds from Mecklenburg County unless you specifically elect to be included in the future.

Our participation allows the Town to apply for funding for projects like the Huntington Green sidewalk and support funding for nonprofits providing services like critical home repair to qualifying residents.

### **ACTION RECOMMENDED:**

Approve Cooperative Agreement

### **FINANCIAL IMPLICATIONS:**

### **ATTACHMENTS:**

1. Huntersville\_MeckCDBG\_CooperativeAgreement

COOPERATIVE AGREEMENT  
Mecklenburg County "Urban County"  
Community Development Block Grant (CDBG) Program

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Huntersville, North Carolina hereinafter referred to as the "Community", and the County of Mecklenburg a body politic and corporate of the State of North Carolina, hereinafter referred to as the "County":

**WITNESSETH**

WHEREAS, the Housing and Community Development Act of 1974 as amended (the "Act") provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Mecklenburg County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Mecklenburg County; and

WHEREAS, this agreement covers the Community Development Block Grant (CDBG) Entitlement Program; and

NOW THEREFORE, by executing this agreement, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may only receive a formula allocation under the HOME or ESG program only through the urban county. Thus, even if the Urban County does not receive a HOME formula allocation, the Community cannot form a HOME consortium with other local governments; and

THAT the County shall have final responsibility for selecting Community Development Block Grant activities and annually filing a Consolidated Plan with HUD; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act and the implementing regulations at 24 CFR part 100, Section 109 of Title I of the Housing and

COOPERATIVE AGREEMENT  
Mecklenburg County "Urban County"  
Community Development Block Grant (CDBG) Program

Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act and the implementing regulations at 24 CFR part 35 and the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and other applicable laws; that the County is prohibited from funding activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's actions to comply with the county's fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be **Federal Fiscal Years 2025, 2026, 2027**, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants from Federal Fiscal Years 2025, 2026, 2027, appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Mecklenburg County's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

COOPERATIVE AGREEMENT  
Mecklenburg County "Urban County"  
Community Development Block Grant (CDBG) Program

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and

THAT this Agreement remains in effect until the CDBG funds and income received with respect to activities carried out during the three-year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

COOPERATIVE AGREEMENT  
Mecklenburg County "Urban County"  
Community Development Block Grant (CDBG) Program

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT pursuant to 24 CFR 570.501(b), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

IN WITNESS WHEREOF, the Community and the County have adopted and authorized this agreement to be executed by their respective officer's thereunto as of the day and year first above written.

COUNTY OF MECKLENBURG    Name: Dena Diorio  
Title: COUNTY MANAGER  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Kristine Smith  
Title: COUNTY CLERK TO THE BOARD  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

TOWN OF HUNTERSVILLE    Name: Anthony Roberts  
Title: TOWN MANAGER  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Janet Pierson  
Title: TOWN CLERK  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

COOPERATIVE AGREEMENT  
Mecklenburg County "Urban County"  
Community Development Block Grant (CDBG) Program

Legal Certification  
By  
Mecklenburg County's Counsel

As the legal counsel for Mecklenburg County, I hereby state that the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, including but not limited to, (a) acquisition of property for disposition for private reuse, especially for low and moderate income housing, (b) direct rehabilitation of or financial assistance to housing, (c) low rent housing activities, (d) disposition of land to private developers for appropriate redevelopment, and (e) condemnation of property for low income housing.

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County Attorney  
Mecklenburg County, North Carolina

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Date



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Nathan Farber, Planner II

**Subject:** Call a Public Hearing on Petition #TA24-06, Farmhouse Cluster Changes

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### **EXPLAIN REQUEST:**

Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall on petition #TA24-06 Farmhouse Cluster Changes, a request by the Town of Huntersville Staff to amend Article 3.2.1(e), 3.2.2(e), and Article 12.2.1 "Open Space" to amend farmhouse cluster requirements by requiring an 80-foot vegetated buffer along the street frontage and to not allow open space and tree save to be located within private building lots.

### **ACTION RECOMMENDED:**

Call a Public Hearing

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Patrick Patterson, Planner I

**Subject:** Call a Public Hearing for Petition #TA24-07 Accessory Dwelling Units in General Residential

---

### **EXPLAIN REQUEST:**

Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-07, a request by the Huntersville Planning Department to amend Article 3.2.3(c) of the Huntersville Zoning Ordinance, eliminating the family-only occupancy requirement from the General Residential district regulations to achieve consistency with the rules governing Accessory Dwelling Units in other residential zones.

### **ACTION RECOMMENDED:**

Call a public hearing

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Patrick Patterson, Planner I

**Subject:** Call a Public Hearing for Petition #TA24-08 Family Care Home

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### **EXPLAIN REQUEST:**

Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-08, a request by the Huntersville Planning Department to amend Article 12.2.1 of the Huntersville Zoning Ordinance, to update the language to specify where a Family Care Home's one-half mile radius distance is measured from.

### **ACTION RECOMMENDED:**

Call a public hearing

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Patrick Patterson, Planner I

**Subject:** Call a Public Hearing on Petition #TA24-09 Building Separation

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### **EXPLAIN REQUEST:**

Call a public hearing for Tuesday, July 16, 2024, at 6:00 p.m. at Huntersville Town Hall, 101 Huntersville-Concord Road, Huntersville, NC 28078, on Petition #TA24-09, a request by the Huntersville Planning Department to amend Article 8.10 and Article 12.2.1 of the Huntersville Zoning Ordinance, to closer align our rules regarding building separation to North Carolina Building Code Standards and North Carolina Residential Code Standards.

### **ACTION RECOMMENDED:**

Call a public hearing

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Brad Priest, Assistant Planner Director

**Subject:** Call a Public Hearing for Petition #TA24-12: Special Use Permit Use Amendment

---

### **EXPLAIN REQUEST:**

Petition #TA24-12 is an application by the Huntersville Planning Department to amend several sections of the Huntersville Zoning Ordinance. The purpose of the amendment is to transfer selected uses from being permitted by Special Use Permit to Conditional District Rezoning and with Conditions, and delete some uses permitted by Special Use Permit.

### **ACTION RECOMMENDED:**

Recommend calling a public hearing for August 6, 2024.

### **FINANCIAL IMPLICATIONS:**

### **ATTACHMENTS:**

None



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Lauren Speight, Senior Planner

**Subject:** Public Hearing on Petition #ANNEX24-01 Trails End Residential Community

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### **EXPLAIN REQUEST:**

Conduct a public hearing on Petition #ANNEX 24-01, a request by Shea Homes Carolina, LLC, to annex 59.462 acres into the Town of Huntersville.

### **ACTION RECOMMENDED:**

Conduct a public hearing

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

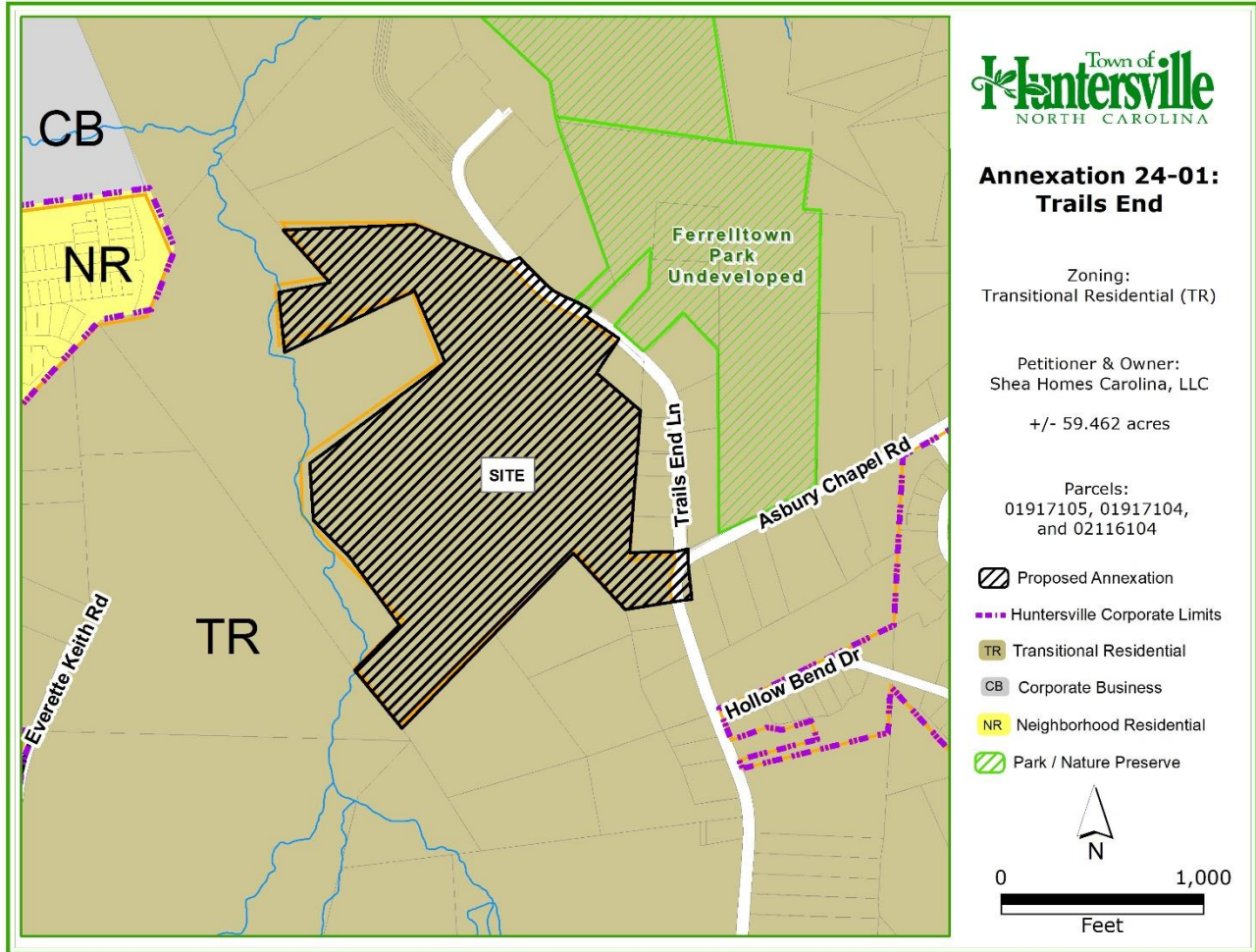
1. Annex 24-01 Trails End Staff Report\_v2
2. A - Annexation Petition
3. B - 4300 Annexation Plat 3-19-24
4. C - TrailsEndCOS
5. D - Resolution
6. E - Annex 24-01 Trails End Annex Ordinance
7. F - Notice of Public Hearing
8. G - Trails End overall legal update 2024

## Annexation Petition # 24-01 (Non-Contiguous) Trails End Subdivision

### EXPLANATION OF THE REQUEST

Petition Annex #24-01 is for the non-contiguous annexation into the Town of Huntersville of 59.462-acres consisting of three (3) parcels that make up part of the Trails End Subdivision located south of Trails End Lane. Parcel IDs# (01917105, 01917104, and 02116104).

### LOCATION



### BACKGROUND

The petitioner, Shea Homes Carolina, LLC 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 May 6, 2024, pursuant to N.C.G.S.160A-58.1; the proposed area to annex is 59.462-acres.

All statutory requirements for annexation have been met:

- The Petition Requesting Annexation was received on October 19, 2024 (see Attachment).
- The Town Clerk certified the sufficiency of the Petition on April 26, 2024 (see Attachment).
- The Town Board adopted a resolution of Intent to annex said property and set the date for the public hearing as June 3, 2024 (see Attachment).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer (see Attachment).

**STAFF RECOMMENDATION**

Since all statutory requirements have been met in full, staff recommends that the Town Board approve the petition with Mayor’s signature on the associated ordinance. If the final action of this annexation takes place on June 3, 2024, the voluntary, non-contiguous annexation would also become effective on June 3, 2024.

**ATTACHMENTS**

- A - 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 – Metes & Bounds Description



## Annexation **P**etition

### 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. Parcels proposed to be Annexed:

01917104, 01917105, 02116104

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3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

SKETCH PLAN APPROVED 9-16-22

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**Petitioner & Owner Signature**

**Petitioner**

Petitioner: SHEA HOMES CAROLINA, LLC

01917104, 01917105, 02116104

Parcel(s) Owned



Authorized Agent

10/10/2023

Signature of Petitioner

Date

**Signature of All Owners of Property Proposed for Annexation**

1. Property Owner(s): \_\_\_\_\_

Parcel(s) Owned

Signature of Property Owner(s)

Date

2. Property Owner(s): \_\_\_\_\_

Parcel(s) Owned

Signature of Property Owner(s)

Date

3. Property Owner(s): \_\_\_\_\_

Parcel(s) Owned

Signature of Property Owner(s)

Date

4. Property Owner(s): \_\_\_\_\_

Parcel(s) Owned

Signature of Property Owner(s)

Date

- GENERAL NOTES
- THIS SURVEY IS OF EXISTING PARCELS OF LAND.
  - THIS PLAT IS OF PARCEL ID #01917105, #01917104, & #02116104
  - ZONED: TR (PER MECKLENBURG COUNTY GIS)
  - ACREAGE OF THIS PLAT: 59.462 ACRES
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
  - NORTH ARROW REFERENCE TIED TO NC GRID (NAD'83).
  - THIS SURVEY IS NOT AN ALTA/NSPS LAND TITLE SURVEY.
  - AREA COMPUTED BY COORDINATE METHOD.
  - DASHED LINES INDICATE LINES NOT SURVEYED.
  - THE PURPOSE OF THIS PLAT IS TO ANNEX PARCELS #01917105, #01917104, & #02116104 INTO THE TOWN LIMITS OF HUNTERSVILLE AS SHOWN ON THIS SURVEY.
  - IRON PINS AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED
  - PROPERTY SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH, ADDITIONAL RIGHT-OF-WAYS, EASEMENTS OR ENCUMBRANCES MAY EXIST THAT ARE NOT KNOWN AT THIS TIME.

- LEGEND:
- NCGS MONUMENT/CALCULATED POINT
  - IRON PIN SET (#5 REBAR)
  - IRON PIN FOUND, AS NOTED
  - UTILITY POLE
  - R/W — RIGHT OF WAY
  - EOP — EDGE OF PAVEMENT
  - N/F — NOW OR FORMERLY
  - PROPOSED NEW CORPORATE LIMITS
  - ADJOINING PROPERTY LINES
  - RIGHT-OF-WAY
  - CENTER LINE ROAD
  - TOWN LIMITS

ANNEXATION LEGAL DESCRIPTION

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A 1/2" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

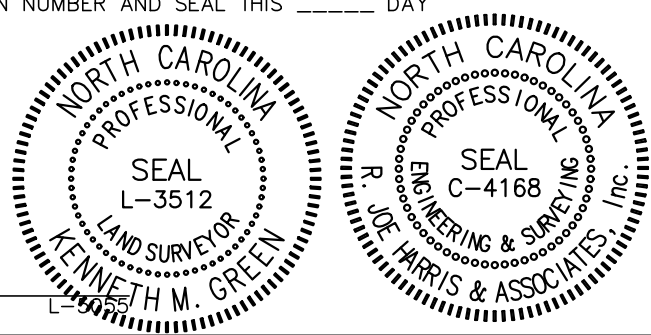
THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A 1/2" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS:

1) S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2) S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3) S59°13'04"E FOR A DISTANCE OF 127.36' TO A #5 REBAR FOUND 4) S56°44'39"E FOR A DISTANCE OF 31.71' TO A #5 REBAR FOUND 5) S56°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6) S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S82°32'47"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°33'07"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°24'11"W FOR A DISTANCE OF 382.09' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A 1" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°32'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A 1" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 544.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°30'24"W FOR A DISTANCE OF 256.20' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A 1/2" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A 1/2" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

| Line Table |        |             |
|------------|--------|-------------|
| Line #     | Length | Direction   |
| L1         | 47.79  | N44°14'00"E |
| L2         | 37.99  | S66°44'41"E |
| L3         | 31.71  | S66°44'39"E |
| L4         | 53.81  | S63°12'00"E |
| L5         | 34.81  | S46°01'31"W |
| L6         | 6.66   | S62°58'24"E |
| L7         | 28.22  | S33°29'00"W |
| L8         | 19.77  | S89°39'27"E |
| L9         | 63.61  | N66°54'00"E |
| L10        | 98.96  | S5°56'12"E  |
| L11        | 160.36 | S5°56'12"E  |

N/F  
TAXID# 01934101  
PAUL MATTHEW MARTIN &  
LINDA S MARTIN  
DB 3607 PG 424  
11701 TRAILS END LN  
HUNTERSVILLE NC 28078

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR MECKLENBURG COUNTY, NORTH CAROLINA, COMMUNITY NUMBER 3710455900K DATED NOVEMBER 16, 2020, & NUMBER 3710455900K DATED SEPTEMBER 9, 2015 AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE MECKLENBURG COUNTY I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 29953, PAGE 141); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ THAT THE RATIO OF PRECISION AS CALCULATED IS  $\pm 1:10000$ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.



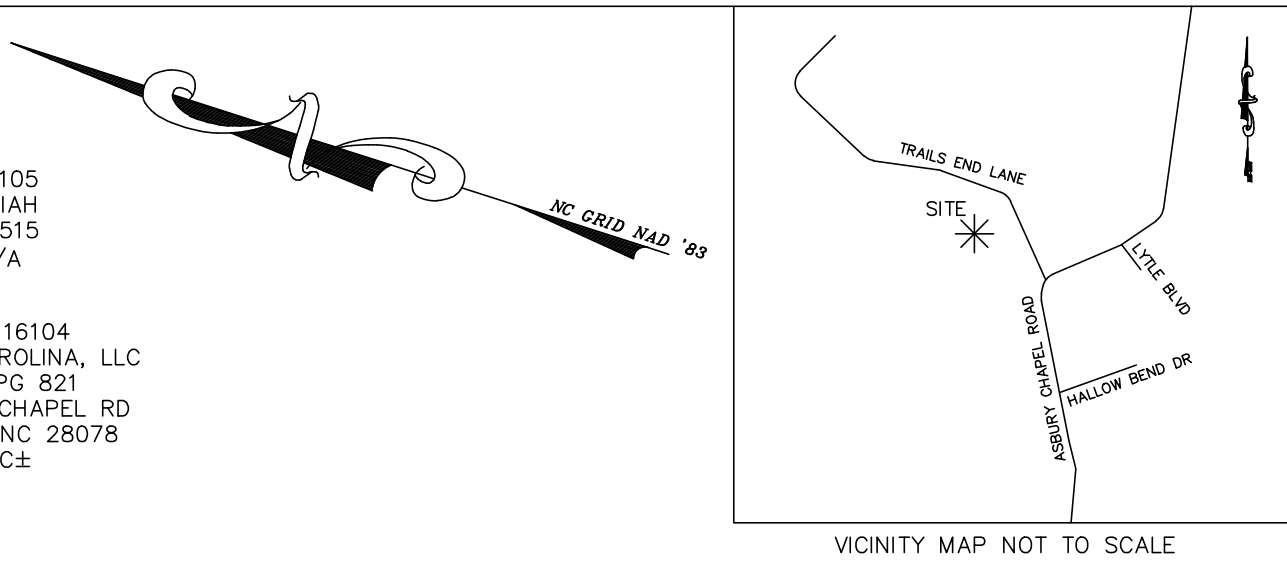
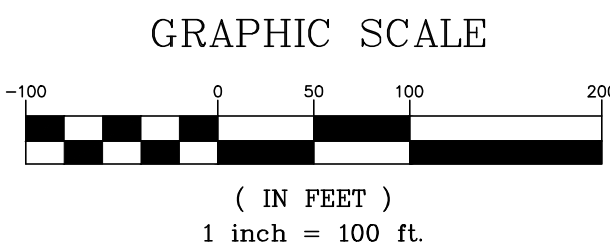
FOR REVIEW

KENNETH M. GREEN, PLS

THIS PLAT REPRESENTS ONE AREA BEING ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-31, BY ORDINANCE DULY ADOPTED AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE MECKLENBURG PLANNING COMMISSION.

THIS, \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

MAYOR  
TOWN OF HUNTERSVILLE  
ATTEST:  
TOWN CLERK



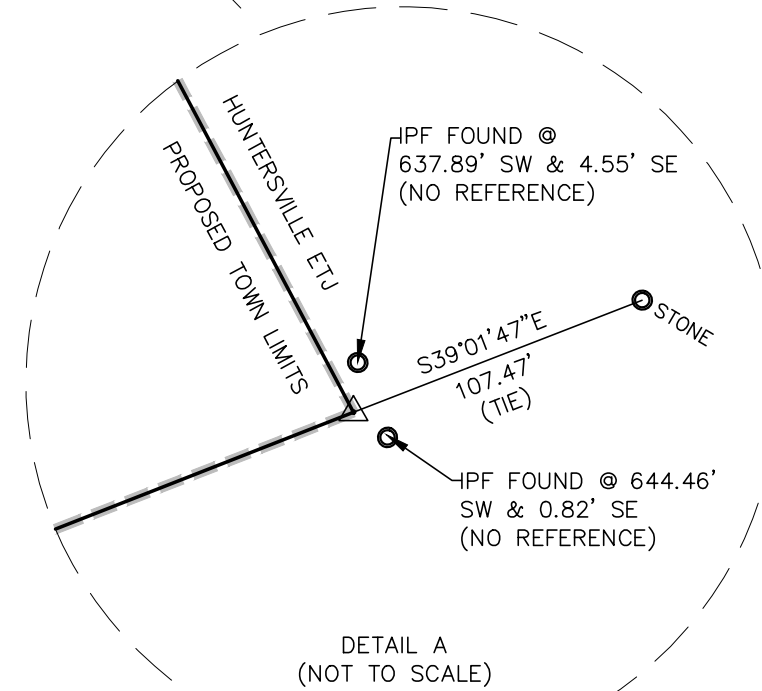
REFERENCES

DB 5657 PG 714  
DB 30172 PG 662  
DB 21473 PG 728  
DB 5657 PG 714  
DB 32635 PG 872  
DB 37028 PG 642  
DB 38414 PG 821

ACREAGE SUMMARY

TAXID# 01917104 = 34.074 AC±  
TAXID# 01917105 = 25.271 AC±  
TAXID# 02116104=0.117  
TOTAL = 59.462 AC±

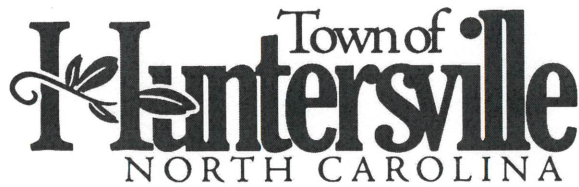
TOTAL ACREAGE:  
59.462 AC±



TOWN LIMITS INSET MAP NOT TO SCALE

N/F  
TAXID# 01917130  
THOMAS J HOGAN &  
JULIE P HOGAN  
DB 18255 PG 892  
MB 26 PG 136  
11203 ASBURY CHAPEL RD  
HUNTERSVILLE NC 28078

|                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ANNEXATION PLAT FOR</b><br><b>SHEA HOMES CAROLINA, LLC</b><br>PARCEL ID #01917105, #01917104, & #02116104<br>TOWN OF HUNTERSVILLE ETJ<br>MECKLENBURG COUNTY, NORTH CAROLINA<br>SURVEYED FOR CURRENT OWNER:<br>SHEA HOMES CAROLINA, LLC<br>10130 PERIMETER PKWY, STE. 300<br>CHARLOTTE, NC 28216<br>PHONE: 980-380-3021 |  | DWG:<br>ALTA PLAT<br>PROJECT #<br>4300<br>DATE<br>3-19-2024<br>DWG SCALE<br>1" = 100'<br>PREPARED BY<br>DC/KC<br>SURVEYED BY<br>K. GREEN<br>SHEET<br>1<br>OF<br>1 |
| <b>R. Joe Harris &amp; Associates, Inc</b><br>Engineering • Land Surveying • Planning<br>Management<br>1186 STONE REST BLVD. TEGA CAY, SC 29708<br>P: (803) 802-1799                                                                                                                                                      |  |                                                                                                                                                                   |



### CERTIFICATE OF SUFFICIENCY

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

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Shea Homes Carolina, LLC for the non-contiguous annexation of certain property known as Trails End Residential Community Subdivision, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- b) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville;
- c) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville;
- d) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
- e) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;

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 26<sup>th</sup> day of April, 2024.



  
Janet Pierson, Town Clerk

**RESOLUTION FIXING DATE OF PUBLIC HEARING**  
**ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2**

**(Trail's End Subdivision Property, petition by Shea Homes Carolina, LLC)**

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

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

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

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Huntersville Town Hall located at 101 Huntersville-Concord Road Huntersville NC 28078, at 6:00 p.m. on May 20<sup>th</sup>, 2024.

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

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

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



Mayor

Town of Huntersville, North Carolina

ATTEST:

  
Town Clerk



***Exhibit A: Trail's End Subdivision Property Metes & Bounds.***

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36' TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

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

**ANNEXATION ORDINANCE 2024-01**  
(Trails End Subdivisions)

---

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 20th day of May 2024, after due notice by publication in The Charlotte Observer; 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 20th day of May 2024:

*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 3rd day of June 2024.

Mayor: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Town Clerk

Town Attorney

**NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION**  
(Magnolia Huntersville II, LLC Subdivision)

The property subject to the Petition consists of +/- 59.462-acres, (Meck Co. PIN are 01917105, 01917104, 02116104) and described as follows documents are on file in the Huntersville Planning Dept.

LEGAL DESCRIPTION (ANNEX 24-01)

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36 TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|----------|------|-------|
| 119697    | 555482       | Print Legal Ad-IPL01745530 - IPL0174553 |          | \$130.90 | 2    | 76 L  |

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

tbarron@huntersville.org

### NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION (Trails End Property Residential Community Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on June 03, 2024 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 Town Hall at 101 Huntersville-Concord Road, Huntersville, NC 28078. You may also watch the Hearing via <https://www.youtube.com/@townofhuntersville28078>. The property subject to the Petition consists of +/- 59.462 acres (Meck. Co. PIN 01917105, 01917104, 02116104), which includes a subdivision known as the Trails End Residential Community and described as follows. Documents are on file with the Huntersville Planning Department.

#### LEGAL DESCRIPTION (ANNEX 24-01)

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

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A " PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A " PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A " PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A " OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S58°13'04"E FOR A DISTANCE OF 127.36 TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A " OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A " OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A " OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A " OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A " PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A " OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A " OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A " PINCHED TOP PIPE FOUND, THENCE S65°15'44"W FOR A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

IPL0174553  
May 23 2024

North Carolina } ss  
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:

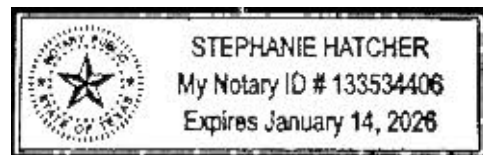
05/23/24

*Tara Pennington*

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 23rd day of May, 2024

*Stephanie Hatcher*

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



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

## OVERALL LEGAL DESCRIPTION

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Lauren Speight, Senior Planner

**Subject:** Petition #ANNEX24-01 Trails End Residential Community

---

### **EXPLAIN REQUEST:**

Consider decision and adopt an ordinance on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville.

### **ACTION RECOMMENDED:**

Consider decision and adopt an ordinance on Petition #ANNEX24-01, a request by Shea Homes Carolina, LLC to annex 59.462 acres into the Town of Huntersville.

### **FINANCIAL IMPLICATIONS:**

N/A

### **ATTACHMENTS:**

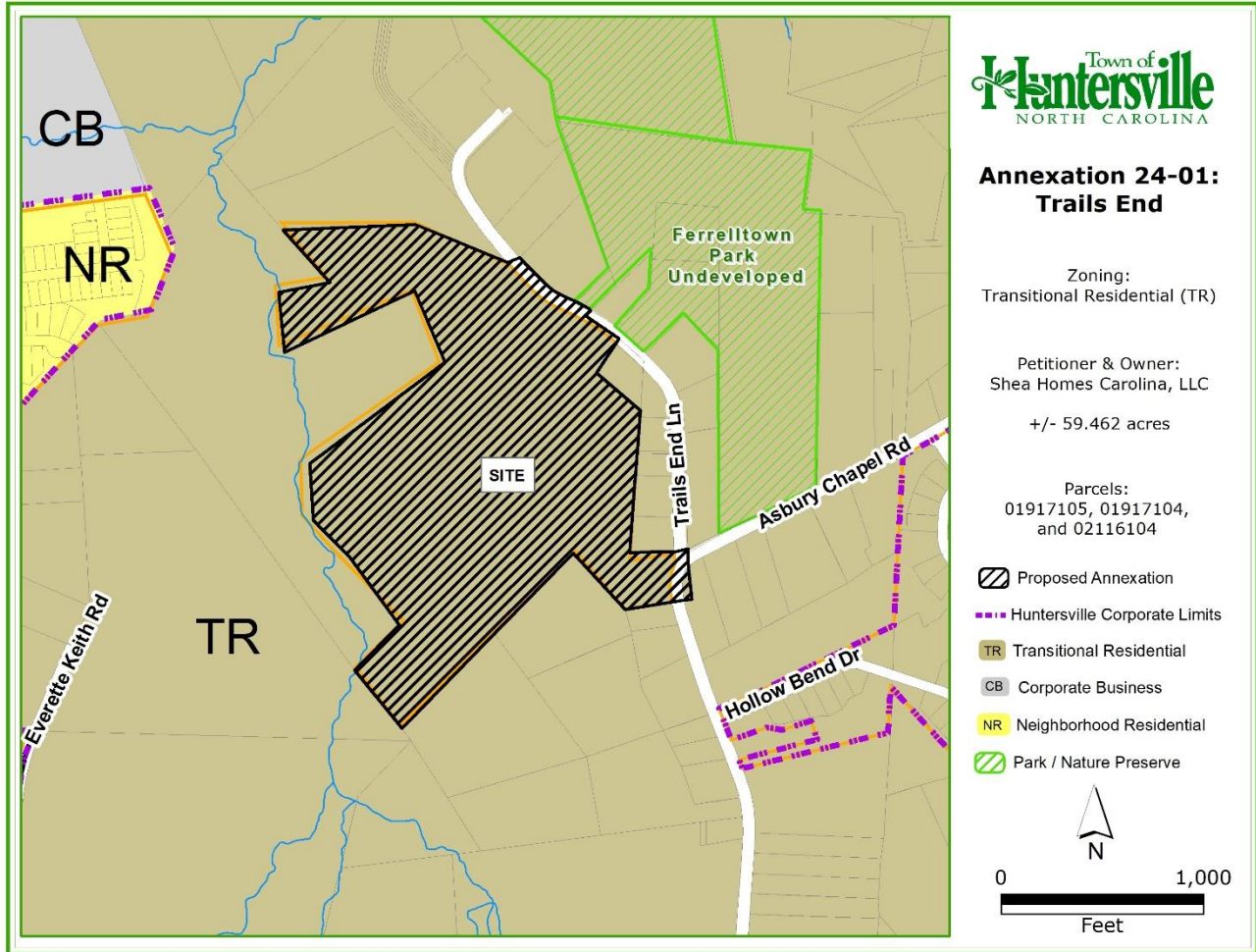
1. Annex 24-01 Trails End Staff Report\_v2
2. A - Annexation Petition
3. B - 4300 Annexation Plat 3-19-24
4. C - TrailsEndCOS
5. D - Resolution
6. E - Annex 24-01 Trails End Annex Ordinance
7. F - Notice of Public Hearing
8. G - Trails End overall legal update 2024

## Annexation Petition # 24-01 (Non-Contiguous) Trails End Subdivision

### EXPLANATION OF THE REQUEST

Petition Annex #24-01 is for the non-contiguous annexation into the Town of Huntersville of 59.462-acres consisting of three (3) parcels that make up part of the Trails End Subdivision located south of Trails End Lane. Parcel IDs# (01917105, 01917104, and 02116104).

### LOCATION



### BACKGROUND

The petitioner, Shea Homes Carolina, LLC 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 May 6, 2024, pursuant to N.C.G.S.160A-58.1; the proposed area to annex is 59.462-acres.

All statutory requirements for annexation have been met:

- The Petition Requesting Annexation was received on October 19, 2024 (see Attachment).
- The Town Clerk certified the sufficiency of the Petition on April 26, 2024 (see Attachment).
- The Town Board adopted a resolution of Intent to annex said property and set the date for the public hearing as June 3, 2024 (see Attachment).
- Notice of the public hearing has been placed in a newspaper of general circulation. The notice appeared in the Charlotte Observer (see Attachment).

**STAFF RECOMMENDATION**

Since all statutory requirements have been met in full, staff recommends that the Town Board approve the petition with Mayor’s signature on the associated ordinance. If the final action of this annexation takes place on June 3, 2024, the voluntary, non-contiguous annexation would also become effective on June 3, 2024.

**ATTACHMENTS**

- A - 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 – Metes & Bounds Description



## Annexation **P**etition

### 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. Parcels proposed to be Annexed:

01917104, 01917105, 02116104

3. The area to be annexed is (contiguous) (non-contiguous) [circle one] to the primary corporate limits of the Town of Huntersville. The petitioner attaches hereto and submits as part of the petition:

(a) Metes and bounds description of the parcel(s) identified in paragraph 1, and

(b) A plat, suitable for recordation in the office of the Mecklenburg County Register of Deeds, showing the area proposed for annexation with relation to the primary corporate limits of the Town of Huntersville.

4. The petitioner (does) (does not) [circle one] claim vested rights in the property pursuant to N.C.G.S. 153A-344.1 or 160A-385.1. The basis of this claim of vested rights is as follows:

SKETCH PLAN APPROVED 9-16-22

**Petitioner & Owner Signature**

**Petitioner**

Petitioner: SHEA HOMES CAROLINA, LLC

01917104, 01917105, 02116104  
Parcel(s) Owned



Authorized Agent

10/10/2023

Signature of Petitioner

Date

**Signature of All Owners of Property Proposed for Annexation**

1. Property Owner(s): \_\_\_\_\_

\_\_\_\_\_  
Parcel(s) Owned

\_\_\_\_\_  
Signature of Property Owner(s)

Date

2. Property Owner(s): \_\_\_\_\_

\_\_\_\_\_  
Parcel(s) Owned

\_\_\_\_\_  
Signature of Property Owner(s)

Date

3. Property Owner(s): \_\_\_\_\_

\_\_\_\_\_  
Parcel(s) Owned

\_\_\_\_\_  
Signature of Property Owner(s)

Date

4. Property Owner(s): \_\_\_\_\_

\_\_\_\_\_  
Parcel(s) Owned

\_\_\_\_\_  
Signature of Property Owner(s)

Date

- GENERAL NOTES
- THIS SURVEY IS OF EXISTING PARCELS OF LAND.
  - THIS PLAT IS OF PARCEL ID #01917105, #01917104, & #02116104
  - ZONED: TR (PER MECKLENBURG COUNTY GIS)
  - ACREAGE OF THIS PLAT: 59.462 ACRES
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
  - NORTH ARROW REFERENCE TIED TO NC GRID (NAD'83).
  - THIS SURVEY IS NOT AN ALTA/NSPS LAND TITLE SURVEY.
  - AREA COMPUTED BY COORDINATE METHOD.
  - DASHED LINES INDICATE LINES NOT SURVEYED.
  - THE PURPOSE OF THIS PLAT IS TO ANNEX PARCELS #01917105, #01917104, & #02116104 INTO THE TOWN LIMITS OF HUNTERSVILLE AS SHOWN ON THIS SURVEY.
  - IRON PINS AT ALL PROPERTY CORNERS, UNLESS OTHERWISE NOTED
  - PROPERTY SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH, ADDITIONAL RIGHT-OF-WAYS, EASEMENTS OR ENCUMBRANCES MAY EXIST THAT ARE NOT KNOWN AT THIS TIME.
- LEGEND:
- NCGS MONUMENT/CALCULATED POINT
  - IRON PIN SET (#5 REBAR)
  - IRON PIN FOUND, AS NOTED
  - UTILITY POLE
  - R/W — RIGHT OF WAY
  - EOP — EDGE OF PAVEMENT
  - N/F — NOW OR FORMERLY
  - PROPOSED NEW CORPORATE LIMITS
  - ADJOINING PROPERTY LINES
  - RIGHT-OF-WAY
  - CENTER LINE ROAD
  - TOWN LIMITS

ANNEXATION LEGAL DESCRIPTION

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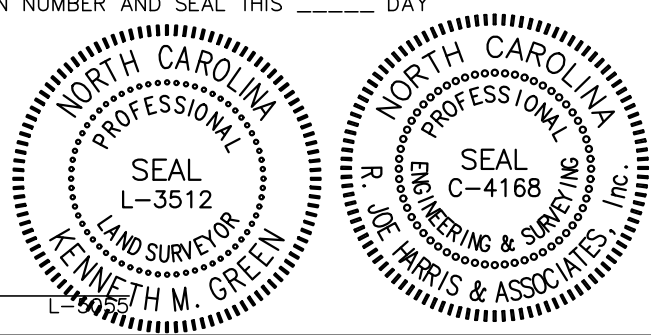
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| Line Table |        |             |
|------------|--------|-------------|
| Line #     | Length | Direction   |
| L1         | 47.79  | N44°14'00"E |
| L2         | 37.99  | S66°44'41"E |
| L3         | 31.71  | S66°44'39"E |
| L4         | 53.81  | S63°12'00"E |
| L5         | 34.81  | S46°01'31"W |
| L6         | 6.66   | S62°58'24"E |
| L7         | 28.22  | S33°29'00"W |
| L8         | 19.77  | S89°39'27"E |
| L9         | 63.61  | N66°54'00"E |
| L10        | 98.96  | S5°56'12"E  |
| L11        | 160.36 | S5°56'12"E  |

N/F  
TAXID# 01934101  
PAUL MATTHEW MARTIN &  
LINDA S MARTIN  
DB 3607 PG 424  
11701 TRAILS END LN  
HUNTERSVILLE NC 28078

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAP FOR MECKLENBURG COUNTY, NORTH CAROLINA, COMMUNITY NUMBER 3710455900K DATED NOVEMBER 16, 2020, & NUMBER 3710455900K DATED SEPTEMBER 9, 2015 AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE MECKLENBURG COUNTY I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 29953, PAGE 141); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ THAT THE RATIO OF PRECISION AS CALCULATED IS  $\pm 1:10000$ ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.



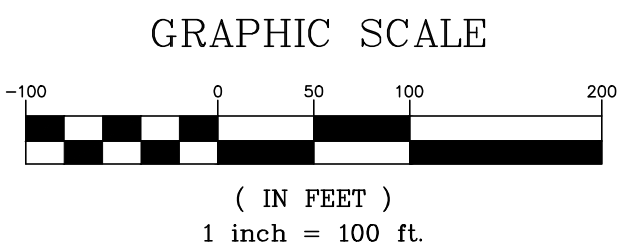
FOR REVIEW

KENNETH M. GREEN, PLS

THIS PLAT REPRESENTS ONE AREA BEING ANNEXED TO THE TOWN OF HUNTERSVILLE, NORTH CAROLINA PURSUANT TO NCGS 160A-31, BY ORDINANCE DULY ADOPTED AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE MECKLENBURG PLANNING COMMISSION.

THIS, \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

MAYOR  
TOWN OF HUNTERSVILLE  
ATTEST:  
TOWN CLERK



R. Joe Harris & Associates, Inc  
Engineering • Land Surveying • Planning  
Management

1186 STONE REST BLVD. TEGA CAY, SC 29708 P: (803) 802-1799

**ANNEXATION PLAT FOR  
SHEA HOMES CAROLINA, LLC**  
PARCEL ID #01917105, #01917104, & #02116104  
TOWN OF HUNTERSVILLE ETJ  
MECKLENBURG COUNTY, NORTH CAROLINA  
SURVEYED FOR CURRENT OWNER:  
SHEA HOMES CAROLINA, LLC  
10130 PERIMETER PKWY, STE. 300  
CHARLOTTE, NC 28216  
PHONE: 980-380-3021

|             |           |
|-------------|-----------|
| DWG:        | ALTA PLAT |
| PROJECT #   | 4300      |
| DATE        | 3-19-2024 |
| DWG SCALE   | 1" = 100' |
| PREPARED BY | DC/KC     |
| SURVEYED BY | K. GREEN  |
| SHEET       | 1         |
| OF          | 1         |

REFERENCES  
DB 5657 PG 714  
DB 30172 PG 662  
DB 21473 PG 728  
DB 5657 PG 714  
DB 32635 PG 872  
DB 37028 PG 642  
DB 38414 PG 821

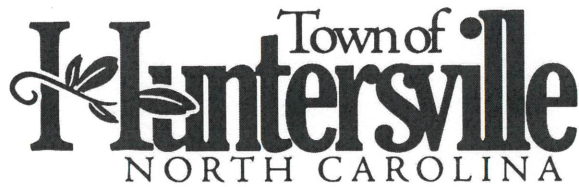
ACREAGE SUMMARY  
TAXID# 01917104 = 34.074 AC±  
TAXID# 01917105 = 25.271 AC±  
TAXID# 02116104=0.117  
TOTAL = 59.462 AC±



TOWN LIMITS INSET MAP NOT TO SCALE

REFERENCES  
DB 5657 PG 714  
DB 30172 PG 662  
DB 21473 PG 728  
DB 5657 PG 714  
DB 32635 PG 872  
DB 37028 PG 642  
DB 38414 PG 821

ACREAGE SUMMARY  
TAXID# 01917104 = 34.074 AC±  
TAXID# 01917105 = 25.271 AC±  
TAXID# 02116104=0.117  
TOTAL = 59.462 AC±



### CERTIFICATE OF SUFFICIENCY

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

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the attached petition by Shea Homes Carolina, LLC for the non-contiguous annexation of certain property known as Trails End Residential Community Subdivision, and hereby make the following findings:

- a) The petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58.1.

I further find that the area meets the standards for a noncontiguous area as specified in G.S. 160A-58.1(b), in that:

- b) The nearest point on the proposed satellite corporate limits is no more than three miles from the primary corporate limits of the Town of Huntersville;
- c) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the Town of Huntersville;
- d) The area is situated so that the Town of Huntersville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
- e) To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included;

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 26<sup>th</sup> day of April, 2024.



  
Janet Pierson, Town Clerk

**RESOLUTION FIXING DATE OF PUBLIC HEARING**  
**ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.2**

**(Trail's End Subdivision Property, petition by Shea Homes Carolina, LLC)**

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

WHEREAS, the Board of Commissioners have directed the Town Clerk to investigate the sufficiency of the petition; and

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

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

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at the Huntersville Town Hall located at 101 Huntersville-Concord Road Huntersville NC 28078, at 6:00 p.m. on May 20<sup>th</sup>, 2024.

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

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

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



Mayor

Town of Huntersville, North Carolina

ATTEST:

  
Town Clerk



***Exhibit A: Trail's End Subdivision Property Metes & Bounds.***

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB); THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36' TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

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

**ANNEXATION ORDINANCE 2024-01**  
(Trails End Subdivisions)

---

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 20th day of May 2024, after due notice by publication in The Charlotte Observer; 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 20th day of May 2024:

*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 3rd day of June 2024.

Mayor: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Town Clerk

Town Attorney

**NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION**  
(Magnolia Huntersville II, LLC Subdivision)

The property subject to the Petition consists of +/- 59.462-acres, (Meck Co. PIN are 01917105, 01917104, 02116104) and described as follows documents are on file in the Huntersville Planning Dept.

**LEGAL DESCRIPTION (ANNEX 24-01)**

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36 TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|----------|----------|------|-------|
| 119697    | 555482       | Print Legal Ad-IPL01745530 - IPL0174553 |          | \$130.90 | 2    | 76 L  |

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

tbarron@huntersville.org

### NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION (Trails End Property Residential Community Subdivision)

Take notice that the Board of Commissioners of the Town of Huntersville has called a Public Hearing at 6:00 p.m. on June 03, 2024 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 Town Hall at 101 Huntersville-Concord Road, Huntersville, NC 28078. You may also watch the Hearing via <https://www.youtube.com/@townofhuntersville28078>. The property subject to the Petition consists of +/- 59.462 acres (Meck. Co. PIN 01917105, 01917104, 02116104), which includes a subdivision known as the Trails End Residential Community and described as follows. Documents are on file with the Huntersville Planning Department.

#### LEGAL DESCRIPTION (ANNEX 24-01)

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

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A " PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A " PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A " PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A " OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S58°13'04"E FOR A DISTANCE OF 127.36 TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A " OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A " OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A " OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A " OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A " PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A " OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A " OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A " PINCHED TOP PIPE FOUND, THENCE S65°15'44"W FOR A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.

IPL0174553  
May 23 2024

North Carolina } ss  
Mecklenburg County }

Before the undersigned, a Notary Public of said County and State, duly authorized to administer oaths affirmations, etc., personally appeared, being duly sworn or affirmed according to law, doth depose and say that he/she is a representative of The Charlotte Observer Publishing Company, a corporation organized and doing business under the laws of the State of Delaware, and publishing a newspaper known as The Charlotte Observer in the city of Charlotte, County of Mecklenburg, and State of North Carolina and that as such he/she is familiar with the books, records, files, and business of said Corporation and by reference to the files of said publication, the attached advertisement was inserted. The following is correctly copied from the books and files of the aforesaid Corporation and Publication.

1 insertion(s) published on:

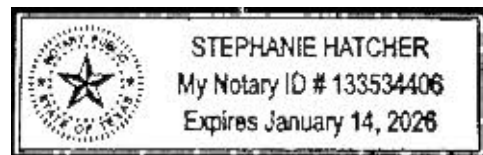
05/23/24

Tara Pennington

In Testimony Whereof I have hereunto set my hand and affixed my seal on the 23rd day of May, 2024

Stephanie Hatcher

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



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

## OVERALL LEGAL DESCRIPTION

BEING ALL THOSE CERTAIN PARCELS OF LAND, LYING IN THE TOWN OF HUNTERSVILLE, COUNTY OF MECKLENBURG, STATE OF NORTH CAROLINA, HAVING PARCEL IDENTIFICATION NUMBERS OF 01917105, 01917104, 02116104, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT NGS MONUMENT "M022" HAVING NORTH CAROLINA GEODETIC COORDINATES OF NORTH=1,450,482.55' AND EAST=597,698.95', THENCE N75°11'30"E FOR A DISTANCE OF 8,349.25' TO A ½" PINCHED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE, FROM THE POB, N05°20'44"W FOR A DISTANCE OF 296.99' TO A #5 REBAR FOUND, THENCE N79°02'51"E FOR A DISTANCE OF 256.00' TO A #5 REBAR FOUND, THENCE N41°45'11"W FOR A DISTANCE OF 346.60' TO A ½" PINCHED TOP PIPE FOUND, THENCE N87°32'26"E FOR A DISTANCE OF 653.24' TO A ½" PINCHED TOP PIPE FOUND, THENCE S67°29'52"E FOR A DISTANCE OF 516.85' TO A ½" OPEN TOP PIPE FOUND (BENT, THENCE N44°14'00"E FOR A DISTANCE OF 47.79' TO A POINT ON THE NORTHERN RIGHT OF WAY OF TRAILS END LANE (SR 2445 60' PUBLIC RIGHT OF WAY), THENCE, WITH SAID RIGHT OF WAY LINE, THE FOLLOWING 6 CALLS 1)S41°20'13"E FOR A DISTANCE OF 112.61' TO A POINT 2)S47°08'54"E FOR A DISTANCE OF 87.23' TO A #5 REBAR FOUND 3)S59°13'04"E FOR A DISTANCE OF 127.36 TO A #5 REBAR FOUND 4)S66°44'41"E FOR A DISTANCE OF 37.99' TO A #5 REBAR FOUND 5)S66°44'39"E FOR A DISTANCE OF 31.71' TO A POINT 6)S63°12'00"E FOR A DISTANCE OF 53.81' TO A #5 REBAR FOUND, THENCE, LEAVING SAID RIGHT OF WAY LINE, S46°01'31"W FOR A DISTANCE OF 34.81' TO A PK NAIL FOUND, THENCE S62°58'24"E FOR A DISTANCE OF 6.66' TO A PK NAIL FOUND, THENCE S54°43'30"E FOR A DISTANCE OF 194.71' TO A POINT, THENCE S33°29'00"W FOR A DISTANCE OF 28.22' TO A #5 REBAR FOUND, THENCE S33°29'00"W FOR A DISTANCE OF 180.59' TO A 1" OPEN TOP PIPE FOUND, THENCE S49°13'50"E FOR A DISTANCE OF 286.88' TO A ¾" OPEN TOP PIPE FOUND, THENCE S04°24'13"W FOR A DISTANCE OF 521.44' TO A #4 REBAR FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 80.71' TO A 1" OPEN TOP PIPE FOUND, THENCE S04°28'58"W FOR A DISTANCE OF 98.35' TO A ½" OPEN TOP PIPE FOUND, THENCE N88°46'29"E FOR A DISTANCE OF 106.16' TO AN AXLE FOUND, THENCE N89°40'04"E FOR A DISTANCE OF 95.69' TO A ¾" OPEN TOP PIPE FOUND, THENCE S89°39'27"E FOR A DISTANCE OF 19.77' FEET TO A #5 REBAR SET, THENCE N66°54'00"E FOR A DISTANCE OF 63.61' TO A #5 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 98.96' TO A #4 REBAR FOUND, THENCE S05°56'12"E FOR A DISTANCE OF 160.36' TO A #4 REBAR FOUND, THENCE S82°24'27"W FOR A DISTANCE OF 37.40' TO A #4 REBAR FOUND, THENCE S80°59'11"W FOR A DISTANCE OF 294.20' TO A ¾" OPEN TOP PIPE FOUND, THENCE N42°39'13"W FOR A DISTANCE OF 379.39' TO A #4 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 564.48' TO A #5 REBAR FOUND, THENCE S44°17'29"W FOR A DISTANCE OF 643.22' TO A POINT, SAID POINT BEING 4.55' SOUTHEAST OF AN IRON PIN FOUND AND 0.82' NORTHWEST OF AN IRON PIN FOUND, THENCE N39°12'41"W FOR A DISTANCE OF 369.73' TO A ½" PINCHED TOP PIPE FOUND, THENCE N44°32'00"E FOR A DISTANCE OF 313.52' TO A #5 REBAR FOUND, THENCE N36°16'31"W FOR A DISTANCE OF 412.70' TO A #5 REBAR FOUND, THENCE N44°50'24"W FOR A DISTANCE OF 256.20' TO A ½" OPEN TOP PIPE FOUND, THENCE N03°33'38"W FOR A DISTANCE OF 280.44' TO A ½" OPEN TOP PIPE FOUND, THENCE N53°04'53"E FOR A DISTANCE OF 832.72' TO A #4 REBAR FOUND, THENCE N22°54'11"W FOR A DISTANCE OF 382.09' TO A ½" PINCHED TOP PIPE FOUND, THENCE S65°15'44"W A DISTANCE OF 708.88' TO THE POB, CONTAINING 59.462 ACRES, MORE OR LESS.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** David Lucore, Electric System Manager

**Subject:** Electric Rate Changes for FY25

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### **EXPLAIN REQUEST:**

Consider approving the proposed FY25 electric rate changes.

### **ACTION RECOMMENDED:**

Approve rates

### **FINANCIAL IMPLICATIONS:**

### **ATTACHMENTS:**

1. Electric Rate Changes FY25 2024-06-03 Commission Agenda
2. Huntersville FY25 Proposed Electric Rate Schedule

## Huntersville

### FY25 Electric Rate Recommendations Summary

|                                                          |                       |                       |
|----------------------------------------------------------|-----------------------|-----------------------|
| <b>Residential Service, Schedules 1E, 5E</b>             | No Change             |                       |
| <b>Small Commercial Service, Schedule 3E, 3E3P, 3ETS</b> | No Change             |                       |
| <b>Medium Commercial Service, Schedule 4E</b>            | No Change             |                       |
| <b>Medium Industrial, Schedule MI-OP</b>                 | No Change             |                       |
| <b>Large Industrial Service, Schedule OP-3</b>           | No Change             |                       |
| <b>Industrial On-Peak Rate, Schedule OP-4</b>            | No Change             |                       |
| <b>Renewable Energy Portfolio Standards (REPS)</b>       |                       |                       |
| Residential                                              | <u>FY24</u><br>\$0.84 | <u>FY25</u><br>\$0.82 |
| Commercial                                               | \$4.58                | \$4.47                |
| Industrial                                               | \$47.20               | \$46.08               |
| <b>Renewable Energy Credit Rate Rider (RECR-1)</b>       | No Change             |                       |
| <b><u>New Rates Added for FY25:</u></b>                  |                       |                       |
| <b>Renewable Energy Credit Rate Rider RECR-2</b>         | <b>New Rate</b>       |                       |
| <b>Medium Commercial Service, Schedule 4E-LF</b>         | <b>New Rate</b>       |                       |
| <b>Electric Service/Miscellaneous Fees:</b>              | <u>FY24</u>           | <u>FY25</u>           |
| Return Check Fee                                         | \$25.00               | \$35.00               |
| Reconnect Fee                                            |                       |                       |
| Prior to 5PM                                             | \$30.00               | \$50.00               |
| After 5PM Weekdays, Holidays and Weekends                | \$120.00              | \$150.00              |
| <b>Electric Meter Tamper Fee</b>                         | \$120.00              | \$250.00              |
| <b>Electric Connection/Move-in Service Fee</b>           | \$25.00               | \$30.00               |
| <b>New Electric Service</b>                              | No Change             |                       |
| <b>Underground Service Fee</b>                           | \$150.00              | \$160.00              |

# **Town of Huntersville**

**Electric Rates**

**And**

**Electric Service Policy**



**Proposed Effective July 1, 2024**

## ***RESIDENTIAL SERVICE – SCHEDULE 1E, 5E***

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

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

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

Single Phase 120/240 volts

### **MONTHLY RATE**

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

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

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

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

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

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

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

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

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

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

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

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

#### **MONTHLY RATE**

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

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

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

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

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

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

### ***MEDIUM COMMERCIAL SERVICE – SCHEDULE 4E***

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

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

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

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

#### **MONTHLY RATE**

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

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

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

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

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

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

### ***MEDIUM COMMERCIAL SERVICE – SCHEDULE 4E - LF***

This rate is available only to commercial consumers for service supplied to an individual store or commercial establishment purchasing all of its power requirements from the Town and having a demand greater than 100 kW within the last 12 consecutive months. Where the annual average load factor is less than or equal to 20% (Twenty percent). If the calculated annual average load factor exceeds 20% the customer will be reassigned to the appropriate standard rate. Service will only be provided to facilities constructed in conformance with the Town's specifications. Power delivered under this schedule is not available for resale (except in the case of service to an electric vehicle charging station), breakdown, or parallel operation.

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

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

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

#### **MONTHLY RATE**

|                              |                   |
|------------------------------|-------------------|
| A. Basic Customer Charge:    | \$140.68          |
| B. Demand Charge:<br>All kW  | \$0.00            |
| C. Energy Charge:<br>All kWh | \$0.13430 per kWh |

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

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

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

#### **DETERMINATION OF LOAD FACTOR**

Billing Period Load Factor calculation:  $\text{kWh} / (\text{kW} * 730) = \% \text{ Load Factor}$

Where 730 equals the average number of hours in monthly billing period

Average Annual Load Factor is defined as the average of the previous twelve months' load factor.

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

*Effective for service as determined by meter readings on and after July 1, 2024.*

## **Electric Rate Schedule MI-OP Medium Industrial Service**

### **AVAILABILITY**

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

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

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

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

### **TYPE OF SERVICE**

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

Single-phase, 120/240 volts; or

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

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

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

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

## Schedule-MI-OP

### Page 2

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

### MONTHLY RATE

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

### DEFINITION OF “MONTH”

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

### DETERMINATION OF BILLING DEMAND

#### Billing Demand:

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

#### On-Peak Periods:

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

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

Holidays:

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

Peak Management Days:

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

MAXIMUM DEMAND

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

NOTIFICATION BY TOWN

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

DETERMINATION OF ENERGY

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

ON-PEAK ENERGY

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

OFF-PEAK ENERGY

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

POWER FACTOR CORRECTION

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

CONTRACT PERIOD

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

SALES TAX

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

*Effective July 1, 2021.*

## **Electric Rate Schedule OP-3**

### **Large Industrial Service**

#### **AVAILABILITY**

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

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

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

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

#### **TYPE OF SERVICE**

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

Single-phase, 120/240 volts; or

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

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

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

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

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

### MONTHLY RATE

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

### DEFINITION OF “MONTH”

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

### DETERMINATION OF BILLING DEMAND

#### Billing Demand:

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

#### On-Peak Periods:

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

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

**Holidays:**

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

**Peak Management Days:**

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

**MAXIMUM DEMAND**

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

**NOTIFICATION BY TOWN**

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

**DETERMINATION OF ENERGY**

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

**ON-PEAK ENERGY**

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

**OFF-PEAK ENERGY**

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

POWER FACTOR CORRECTION

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

CONTRACT PERIOD

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

SALES TAX

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

*Effective June 1, 2023.*

## **Industrial On-Peak Rate Electric Rate Schedule OP-4**

### AVAILABILITY

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

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

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

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

### TYPE OF SERVICE

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

Single-phase, 120/240 volts; or

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

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

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

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

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

MONTHLY RATE

|                           | Summer    | Non-Summer |
|---------------------------|-----------|------------|
| Basic Facilities Charge   | \$1053.63 | \$1053.63  |
| Maximum Demand (per kW)   | \$.5.82   | . \$5.82   |
| OP Demand (per kW)        | \$15.20   | . \$5.10   |
| On Peak Energy (per kWh)  | \$0.05962 | \$0.05107  |
| Off Peak Energy (per kWh) | \$0.04081 | \$0.03529  |

DEFINITION OF "MONTH"

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

DETERMINATION OF BILLING DEMAND

Billing Demand:

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

On-Peak Periods:

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

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

Holidays:

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

Peak Management Days:

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

MAXIMUM DEMAND

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

NOTIFICATION BY TOWN

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

DETERMINATION OF ENERGY

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

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

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

POWER FACTOR CORRECTION

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

CONTRACT PERIOD

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

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

#### *SALES TAX*

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

Effective June 1, 2023

### ***PP-1 PURCHASED POWER ADJUSTMENT RIDER***

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

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

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

#### *PURCHASED POWER ADJUSTMENT FACTOR.*

Purchased Power Adjustment      \$0.00/kwh

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

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

## ***RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGE***

### **APPLICABILITY:**

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

### **MONTHLY RATE:**

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

|                            | <u>Monthly Rates</u>                   |                                     |                          |
|----------------------------|----------------------------------------|-------------------------------------|--------------------------|
| <b><u>DEFINITIONS:</u></b> | <b><u>Renewable<br/>Efficiency</u></b> | <b><u>DSM/Energy<br/>Charge</u></b> | <b><u>Total REPS</u></b> |
| Residential Account        | \$ 0. 82                               | \$ 0.00                             | \$ 0. 82                 |
| Commercial Account         | \$ 4. 47                               | \$ 0.00                             | \$ 4. 47                 |
| Industrial Account         | \$ 46.08                               | \$ 0.00                             | \$ 46.08                 |

### **ELIGIBILITY REQUIREMENTS:**

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

### **AUXILIARY SERVICE ACCOUNTS:**

The following service schedules will not be considered accounts because of the low energy use associated with them and the near certainty that customers served under these schedules already will pay a per account charge under another residential, commercial, or industrial service schedule:

- Schedule AL and FL – Outdoor Lighting Service (metered and unmetered)
- Schedule AL and FL – Street and Public Lighting Service
- Schedule TS – Traffic Signal Service

**SALES TAX:** Current North Carolina utilities sales tax shall be added to the above charges.

*Effective for service rendered after June 1, 2024.*

## ***NC GREENPOWER PROGRAM – RIDER GP-1***

**AVAILABILITY.** This Rider is available on a voluntary basis in conjunction with any of the Municipality's

Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not for temporary service or for resale service. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

**MONTHLY RATE.** In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$4 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption. Customer may change the number of monthly blocks purchased once during each year unless otherwise authorized by Municipality.

### **DEFINITIONS.**

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program, which include such renewable resources as solar, wind, small hydro, and biomass placed in service after January 1, 2001, and used to generate electricity delivered to the electric grid in North Carolina.

**SPECIAL CONDITIONS.** The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

**DISTRIBUTION OF RIDER FUNDS.** Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC" a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and
2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

*NC GreenPower Program - Rider*

*GP-1 Page 2*

CONTRACT PERIOD. Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days prior notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

*Effective for bills rendered on and after September 7, 2004.*

## ***NC GREENPOWER PROGRAM – RENEWABLE RIDER REN-1***

**AVAILABILITY.** This Rider is available on a voluntary basis in conjunction with any of Municipality's Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not available for temporary, for resale service, or for Customer purchases of less than 100 blocks of electricity under this Rider. Further, Customer's average monthly electric consumption must be equal or greater to 10,000 kWh. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

**MONTHLY RATE.** In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$2.50 per block

The minimum monthly charge shall be a charge for 100 blocks of electricity. This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

### **DEFINITIONS.**

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program used to generate electricity delivered to the electric grid in North Carolina, which include such renewable resources as solar, wind, small hydro, and biomass.

**SPECIAL CONDITIONS.** The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

**DISTRIBUTION OF RIDER FUNDS.** Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers served under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC" a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and

***NC GreenPower Program - Renewable Rider  
REN-1 Page 2***

2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

CONTRACT PERIOD. The Contract Period under this Rider shall be for one (1) year. After the initial period, Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days previous written notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

*Effective for bills rendered on and after September 7, 2004.*

## ***RHP RESIDENTIAL HIGH EFFICIENCY HEAT PUMP REBATE PROGRAM***

**AVAILABILITY.** This rate rider is available to all Town of Huntersville electric customers receiving or applying for permanent electric service under residential rate schedule.

**ELIGIBILITY REQUIREMENTS.** A rebate will be paid to the Town of Huntersville residential electric customers installing an energy efficiency heat pump. The minimum Seasonal Energy Efficiency Ratio (SEER) of 15 and minimum size of 1 ton, up to maximum of 5 tons. Rebates will be paid for the following qualifying installations:

- 1) **In a new installation.** For new installations (new construction), the rebate is \$400 for air source heat pumps 15 – 17+ SEER.
- 2) **To replace an existing heating/air conditioning system.** (Existing heating air-conditioning system can be any energy source, i.e., electric, natural gas, propane, fuel oil, etc.). For replacing an existing heating/air conditioning system, the rebate is \$300 for air source heat pumps 15 – 16.9 SEER and \$400 for air source heat pumps of 17+ SEER.
- 3) For installation of **new or replacing an existing Geothermal Heat Pumps**, the rebate will be \$500.

In addition, the following standards must be met:

- 1) The heat pump will have at least 15 SEER rating. There is no maximum to the SEER rating.
- 2) The heat pump must be residentially sized (five tons and under, minimum size of 1 ton), but may be installed in any type of dwelling.
- 3) The customer will choose the HVAC contractor of their choice to install the new heat pump. All future service requirements can be arranged with that contractor or any other of the customer's choice.
- 4) The customer should expect to pay the contractor the fair market price for the purchase and installation costs. The Town will verify the unit (s) qualifies per the rebate program.
- 5) Since the heat pump remains the customer's property, all future service is at the customer's expense. The Town makes no guarantee, express or implied, about the quality of the heat pump or its installation.
- 6) The manufacturer, not the Town, guarantees the customer's heat pump against defects.
- 7) After the customer has the heat pump installed, a representative from the Town will inspect the installation of the heat pump. The customer will use a paid receipt to apply for his heat pump on an existing dwelling. A visual inspection of any new home will serve as verification.
- 8) The heat pump rebate will be per unit installed with no maximum number of units to a customer/builder/developer. The program is subject to continued annual approval.
- 9) A customer may be denied rebate under these, and other conditions determined by the Town: a. Incomplete rebate application,
  - b. No copy of dated sales invoice included with application,
  - c. Manufacturer documentation of efficiency ratings is not correct or unavailable.

The Town will list on the application form any reason a rebate is denied.

*Effective July 1, 2019.*

## ***RENEWABLE ENERGY CREDIT RATE RIDER Electric Rate Rider RECR-1***

### **AVAILABILITY**

This rate rider is available to customers on any Town of Huntersville (“Town”) rate schedule who operate solar photovoltaic, wind powered, or biomass-fueled generating systems, without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and obtain an approved Interconnection Request Form and an approved Purchase Power Agreement. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town’s System. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of a “buy-all/sell-all” arrangement to receive credits under this rate rider. That is, the Town agrees to buy all, and the customer agrees to sell all of the energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or North Carolina Municipal Power Agency 1 (“NCMPA1”) Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on Variable Rates identified in this Rider for the delivered energy.

### **MONTHLY CREDIT**

Avoided Cost Credit Rate\*\* (\$ per kWh):

|                 | <b><u>Variable</u></b> |
|-----------------|------------------------|
| On-peak energy* | \$0.04041              |
| Off-peak energy | \$0.01366              |

*\* These energy credits include a capacity component.*

*\*\*For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.*

### **MONTHLY ENERGY**

Monthly Energy shall be the total kWh of energy produced by the generating facility during the current calendar month. All energy produced by the Customer’s renewable energy generating system must be delivered to the Town, since the Town does not offer net metering.

### **ON-PEAK ENERGY**

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the OnPeak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EST.

**Electric Rate Rider**  
**RECR-1 Page 2**

**OFF-PEAK ENERGY**

Off-Peak Energy shall be the Monthly Energy less the amount of energy billed as On-Peak Energy.

**CONTRACT PERIOD**

Prior to receiving service under this Rider, the Town and the customer shall have entered either an Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 10 kW) and a Power Purchase Agreement which covers the special terms and conditions for the customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

**GENERAL**

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances.

**SPECIAL CONDITIONS**

The customer's service shall be metered with two meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer's renewable energy generator which is provided to the Town.

In the event that the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

*Effective June 1, 2023.*

## RENEWABLE ENERGY CREDIT RATE RIDER Electric Rate Rider RECR-2

### AVAILABILITY

This rate rider is available to customers on Town Residential or Small Commercial rate schedule who operate a solar photovoltaic generating system, with or without battery storage, located and utilized at the customer's primary residence or business. To qualify for this rate rider, the customer must have complied with the Town's Interconnection Standards and obtain an approved Interconnection Request Form and an approved Purchased Power Agreement. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town's System. The generating system that is in parallel operation with service from the Town and located on the customer's premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town's applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of an inflow/outflow arrangement to receive credits under this rate rider. That is, the Town agrees to buy energy delivered to the utility and the customer agrees to sell their energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or North Carolina Municipal Power Agency 1 ("NCMPA1") Renewable Energy Certificate ("REC") credits. Qualified customers must be generating energy for purposes of a "net billing" arrangement to receive credits under this rate rider.

### MONTHLY CREDIT

#### Solar arrays below 20kW of installed capacity (DC) – Applicable to Rate (R) and (SC) \*

- The customer will be billed according to their retail rate schedule on metered electricity delivered to the customer with the following modifications:
  - Additional metering costs \$2.34/month
- Credited 5.01 cents per kWh for energy delivered by the customer to the Town.

#### Solar arrays between 20kW – 100kW (DC) – Not Applicable to Rate (R) \*\*

- The customer will be billed according to their retail rate schedule on metered electricity delivered to the customer with an additional meter charge of \$2.34/month and credited at a fixed amount at the rates listed below:
  - On-Peak Energy \$0.0512
  - Off-Peak Energy \$0.0338

### ON-PEAK ENERGY

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the On- Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EST or EDT.

*\*For generation less than 20 kW, the on-peak energy avoided cost credit rate can be applied to all hours.*

*\*\* These energy credits include a capacity component.*

*Effective November 1, 2024*

***AREA LIGHT/STREET LIGHT SERVICE – SCHEDULE AL, ST***

AVAILABILITY. Area Lighting is available only to any individual consumer. Street Lighting Service is only available to the Town of Huntersville. Service will only be provided to facilities constructed in conformance with the Town's specifications.

TYPE OF SERVICE. See below for specific units (non-LED units no longer offered in new installations). Service includes installation, maintenance, and electric energy. Illumination shall be from dusk to dawn. Initial installation includes the lighting unit, one pole, and one span of overhead secondary from an existing pole line. (Additional spans of secondary, poles, pole grounds, etc., must be paid by the consumer at actual cost of installation or at the monthly rate designated.) All items of material and equipment used to make the installation remain the property of the Town.

MONTHLY RATE.

| UNIT                                                              | MONTHLY<br>CHARGE |
|-------------------------------------------------------------------|-------------------|
| LED Municipal Street Lighting<br>50-Watt Input/6,400 Lumen/18 kwh | \$8.28            |
| LED Fixture Area Lighting<br>50-Watt Input/6,400 Lumen/18 kWh     | \$25.20           |
| 185-Watt Input/43,000 Lumens/151 kwh (Shoebox)                    | \$49.20           |
| Poles-Additional or Deduct for Existing                           | \$10.20           |

*Existing non-LED accounts are still serviced; however, any units which need to be replaced shall be replaced with LED units Rates for existing non-LED accounts are available on request.*

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

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall not apply to all service provided under this schedule.

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

*Effective for service on and after July 1, 2021.*

**Electric Service/Miscellaneous Fees:**

|                                          |                                    |
|------------------------------------------|------------------------------------|
| Return Check Fee:                        | \$ 35.00                           |
| Late Payment Charge:                     | 2% 0r \$7.50, whichever is greater |
| Reconnect Fee:                           |                                    |
| Prior to 5PM                             | \$ 50.00                           |
| After 5PM on Workdays                    | \$ 150.00                          |
| Meter Tamper Fee:                        | \$ 250.00                          |
| Electric Connection/Move-In Service Fee: | \$ 30.00                           |
| New Electric Service:                    | \$50.00                            |
| Underground Service Fee:                 | \$ 160.00                          |

*Effective July 1, 2024*

## **ELECTRIC SERVICE POLICY**

### Foreword

The Service Regulations for the Town of Huntersville Electric Department are filed with the Town Clerk. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

### Definitions

The Town of Huntersville or the Town of Huntersville Electric Department is referred to herein as the "Town" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous.

*"Customer Service Policy"* - Town of Huntersville Utility Customer Service Policy.

The term *"overhead facilities"* as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term *"underground facilities"* as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A *"bulk feeder"* is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A *"sub feeder"* is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The sub feeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A *"primary voltage loop system"* of conductors provides multiple supply routes to more than one transformer serving the load requirements. A *"primary voltage radial extension"* of underground facilities consists of a single supply route to a single transformer serving the load requirements.

*"Secondary facilities"* consist of equipment necessary to provide secondary voltage from the Town's transformer to the owner's delivery point. *"Primary facilities"* consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

*"Cost difference"* is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

*"Loss due to early retirement"* is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the costs of removal.

### Agreement

Electric service will be supplied under (a) the Town's standard form of application (service agreement) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except insofar

as provision is otherwise made in any particular rate schedule or contract on file with and approved by the Town Council. The Town shall not be required to supply service unless and until such agreement is executed by the customer and the Town, it being understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Town unless same be in writing and attached to and made a part of the agreement; notwithstanding the foregoing, when the requested supply of electricity is for residential use or residential water heating, and no extra charges for additional facilities are involved, the customer's application and the Town's acceptance thereof may be verbal, and in such event the Town's applicable rate schedules and these Service Regulations shall be effective in the same manner as if the Town's standard form of application for service had been signed by the customer and accepted by the Town. Such a verbal service agreement shall be conclusively presumed, when there is no written application by a customer accepted in writing by the Town, if electricity supplied by the Town is used by the customer or on the customer's premises.

#### Hold Harmless Clause

The "Customer" or "Consumer" shall indemnify and hold harmless the "Town", its Agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the service rendered to the "Customer" or "Consumer", provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by an any negligent act or omission of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town or any of their agents or employees by any employee of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the "Customer" or "Consumer" under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.

#### Agreement Personal

The rights which accrue to the customer under the agreement are personal and shall not be transferred or assigned by the customer without the written consent of the Town.

#### Service Used in Advance

In the event service is used by the Customer before the agreement is signed, in those instances where the Town requires a signed service agreement, such service shall be governed by these regulations and the appropriate schedule, and the Town may discontinue such service at any time upon failure or refusal of the customer to sign the agreement and pay in full the amount due for service to that date.

#### Vacated Premises

The customer will notify the Town before quitting or vacating the premises served under the agreement as herein provided and will pay upon presentation all bills due under all agreements or contracts.

## Deposits

See Customer Service Policy.

## Customer's Wiring and Equipment

Equipment which will operate in one locality may be useless in another due to difference in voltage, phase, or frequency of electric service; therefore, before wiring a premises or purchasing equipment the customer shall give the Town notice and shall ascertain the character of service available at such premises. The Town may specify the voltage and type of electric service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Town may refuse to connect service to such customer or may discontinue service the same. The customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Town.

## Changes in Customer's Wiring and Equipment

The customer shall not employ or utilize, without the written consent of the Town, any equipment, appliance, or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Town's service to such customer or to others. When polyphase electric service is used by any customer, the customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The customer shall give the Town reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the Town, the unexpired

term of the agreement is sufficient to justify the additional investment required, the Town will endeavor to provide additional capacity for any increase so requested by the customer, within ninety days of said notice.

The Town will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.

## Access to Customer's Premises

The Town shall at all reasonable times have the right of ingress to and egress from the premises of the customer, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

## Right of Way

The customer shall at all times furnish the Town a satisfactory and lawful right of way over his premises for the Town's lines and apparatus necessary or incidental to the furnishing of service and shall also

furnish satisfactory shelter for meters and other apparatus of the Town installed on the premises, except where the Town elects to install such equipment outdoors.

The Town may change the location of the right of way upon request of the customer and may require the customer to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the Town's service, either to the customer requesting the change, or to any other customer or customers. All privileges of the Town incident to the original location shall apply to the new location.

The obligation of the Town to supply service is dependent upon the Town securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Town shall not be liable to the customer for any failure to deliver service because of the Town's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

#### Transmission, Distribution, and Service Facilities

The Town's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Town's underground Installation Plan, as approved by the Town Council.

The Town will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

(1) Where both the Town's lines and the customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less.

The Town will extend its service conductors to the customer's building, terminating them on the outside of the building at a location to be provided by the customer and satisfactory to the Town for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Town. The Town will provide and own meter sockets and enclosures, or the customer, at this option, may provide and own a meter/switch enclosure (more commonly known as a house-power panel). The customer will install all meter sockets, enclosures, or meter switch enclosures. The Town will utilize and provide service through the customer's meter/switch enclosure under the following conditions: (a) The meter/switch enclosure shall be in accordance with the Town's specifications. (b) The wiring and connections are approved by the Town. (c) The customer agrees to allow the Town to open and inspect the meter/switch enclosure at any time. (d) The customer agrees to notify the Town and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure. For Residential customers, the Town will provide, own, and install service laterals and will connect such laterals to the line side terminals of the meter socket or enclosure.

The Town will make the necessary connections from its service conductors to the customer's entrance conductors.

(2) Where both the Town's lines and the customer's entrance conductors are below

ground, or when one is above ground and the other is below ground, or where the size of the customer's demand or any unusual character of the customer's location requires a special service agreement between the Town and the customer, the Town will make the necessary connections from its service conductors to the customer's entrance conductors as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) above nor Section (3) is applicable, the connection shall be at a point to be agreed upon by the Town and the customer.

(3) When, in the Town's opinion, an individual transformer installation is necessary to serve the customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Town may require the customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation. If the customer is unable to provide outdoor space for a ground-type transformer installation, or substation, then the Town may require the customer to provide a transformer vault on his premises.

(a) When the customer provides space for a ground-type transformer installation, or substation, the Town will erect a structure outside of and immediately adjacent to the fence surrounding such installation and will connect to the customer's entrance conductors at that point. The Town may require the customer to provide main disconnecting switches at the point of connection, which switches shall control all of the customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the customer's building walls, the Town will connect to the customer's entrance conductors on the outside of one of the walls.

(b) When the customer provides a transformer vault, such vault shall be constructed in accordance with the Town's specifications and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances, and its location shall meet the Town's requirements for accessibility and ventilation. The Town will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable, and secondary cable to the point of connection with the customer's entrance conductors, which point shall be 12" inside one of the walls of the vault. The Town will coordinate the transformer vault installation with its Underground Distribution Plan for the installation of the primary cable from the customer's vault to the Town's existing distribution facilities.

(4) With respect to any service, after a service connection has been made it may be changed by the Town upon request of the customer, but the customer must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Town's service either to the customer desiring the change or to do any other customer or customers.

### Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Town's service shall be installed and maintained by and at the expense of the customer. All equipment furnished by the Town shall be and remain the property of the Town.

### Meters

The Town will furnish, test and repair all necessary meters. When a meter is moved from one location to another all expense in connection with such removal shall be borne by the Town except where the removal is at the request of the customer, in which case the expense will be borne by him. The Town shall have the right at its option and at its own expense, to place demand meters, volt meters and other instruments on the premises of the customer for the purpose of making tests with respect to the customer's service.

#### Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the customer's structure at a place or point which is suitable to the customer, but which meets all of the Town's requirements for reading, testing and servicing accessibility, and for safety.

Where it is not practicable, in the Town's opinion, to locate the meter and its associated apparatus, if any, out-of-doors, the customer shall provide a suitable indoor location which meets all of the Town's requirements for reading, testing, and servicing accessibility, and for safety.

#### Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be estimated on the basis of the three months prior use.

#### Bills Due Where No Notice Received

See Customer Service Policy.

#### Billing and Collection Cycle

See Customer Service Policy.

#### Where Meter is Not Read

See Customer Service Policy.

#### Offsets Against Bills

See Customer Service Policy.

#### Adjustment of Billing Errors

See Customer Service Policy

#### Responsibility Beyond Delivery Point

It is understood and agreed that the Town is merely a furnisher of electricity, deliverable at the point where it passes from the Town's wires to the service wires of the customer, or through the divisional switch separating the customer's wires and equipment from the Town's wires and equipment, where such

a switch is installed, and the Town shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Town. The Town shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing, or resulting in any manner, from the receiving or use of said electricity.

#### Interference with Town Property

The customer shall not interfere with, or alter, the Town's meters, seals, or other property, or permit the same to be done by others than the Town's authorized agent or employee. Damage caused or permitted by the customer to said property shall be paid for by the customer.

#### Resale Service

The contract is made, and electricity is sold and delivered upon the express condition that the customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm, or corporation, except where service is supplied under a contract specifically providing for resale.

#### Foreign Electricity

The customer shall not use the Town's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the customer for use in conjunction with or as a supplement to the Town's electric service, without the written consent of the Town.

#### Service Interruptions

The Town does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Town shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

- (a) An emergency action due to an adverse condition or disturbance on the system of the Town, or any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
- (b) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, or other public authority.

(c) Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to customers premises would endanger persons or property.

(d) It is expressly understood and agreed that the Town does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the customer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the Town shall not, in any event, be liable to the customer, nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to act or omission of the Town or otherwise, it being the intention of the parties hereto that the Town shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the Town to supply electric power to operate any pump or pumping apparatus or appliances.

#### Discontinuance of Service

The Town shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons: (See also: Customer Service Policy Section 13)

- (1) For any misrepresentation as to the identity of the customer entering the contract for service.
- (2) For violation by the customer of any terms or conditions of the agreement between the Town and the customer, or violation of any of these service regulations which are a part of said agreement.
- (3) For the reason that the customer's use of the Town's service is detrimental to the service of other customers.
- (4) For the reason that the customer's use of the Town's service conflicts with, or violates orders, ordinance or laws of the state or any subdivision thereof, or of any other body having regulatory powers.
- (5) For the reason that wiring, equipment, appliance or device is installed or in use on the customer's premises, which permits the electricity to be used without passing through the Town's meter, or which prevents, or interferes with the measuring of the electricity by the Town's meter.

#### Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the Town to remove its meters, apparatus, appliances, fixtures, or other property.

#### Waiver of Default

Any delay or omission on the part of the Town to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Town of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

#### Reconnect Fees

In case of discontinuance of service for any reason except repairs or other necessary work by the Town, the customer shall pay the Town a reconnect charge as spelled out in the Customer Service Policy.

#### Unavoidable Cessation of Consumption

In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, making a complete cessation of the use of service, then upon written notice by the customer to the Town, within thirty days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise the agreement for service shall immediately terminate.

#### Copies of Contracts and Policies

Forms of application (service agreement) or contract, schedules of rates and copies of service regulations are available at Town Hall and will be furnished to the customer on request.

#### Changes

All agreements and contracts for service between the Town and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the Town Council, or otherwise imposed by lawful authority.

#### Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

##### (1) Residential Service

Residential service will be supplied on Schedule R, Schedule RE, whichever is applicable, to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the Residential service meter, or they may be separately metered.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping apartments or units may not be supplied through one meter on the Residential Service Schedule.

(a) Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Town will extend its conductors to groups of two or more spaces designated for the parking of mobile homes and will provide and install at each such delivery location a service structure on which its conductors are terminated, and on which may be mounted the switch panels, and wiring to accommodate a separate meter for each trailer space. Otherwise, service connections will be the same as set forth in these Service Regulations.

Energy used by the Park in its office, service buildings, yard lights, water pumps, and other purposes connected with the operation of the Park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within a park, may be served through a single meter, and will be billed in accordance with the applicable Commercial rate schedule.

(b) Recreational Parks and Camping Grounds

Service to recreational parks and camping grounds may be supplied to each such an establishment at one delivery point, and energy used in its office, service buildings, yard lights, water pumps, and for other purposes connected with its operation, including service outlets at campsites, will be billed through one meter in accordance with the applicable Commercial rate schedule.

(c) Travel Trailers, Mobile Home, and Other Portable Structures

If the location is other than in a Mobile Home Park or Recreation Park, service to travel trailers, mobile homes, or other portable structures, will be provided as set forth in these Service Regulations, "Temporary Service", except that if the customer presents satisfactory evidence of intent to remain at said location 12 months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on the applicable residential or Commercial rate schedule.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the electric energy used in connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

When a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as non-residential and one of the commercial schedules shall be applied.

The customer may at his option provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under a Commercial Service Schedule.

Hall lighting, stokers and other general electric uses in an apartment building will be classed as Commercial Service and metered and billed under a Commercial Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

Residences in which a Day Nursery is operated may be served on the Town's Residential Service Schedules provided that:

- (a) The operator and the operator's family, if any, live there.
- (b) The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- (c) There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then such residence shall be served on the Town's applicable Commercial Schedule.

### (3) Farm and Rural Service

The Residential Service Schedules are available for service through on meter to a farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial or non-farming operations or for the processing, preparing, or distributing of products not raised on that farm.

The customer may at his option elect to take the entire service under one of the Commercial Service Schedules or may provide separate circuits so that the residential uses, together with the usual farm uses outside the residence dwelling unit, can be metered, and billed separately under a Residential Service Schedule, and the other under a Commercial Service Schedule.

### (4) Commercial and Industrial Service

Commercial and Industrial Service Schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall be applied to the following:

- (a) Customer engaging in retail trade or personal service directly with the public, such as boarding houses, motor courts, and hotels.
- (b) Office buildings, stores, shops, and other commercial establishments.
- (c) Schools, churches, other non-residential customers, and industrial customers.
- (5) Water Heating Service - Residential water heating service is available through the same meter as other residential service.
- (6) Breakdown and Standby Service - The Town does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.
- (7) Temporary Service - Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the lines will be provided.

Temporary Service for construction projects, other than those qualifying above, and for rock crushers, asphalt plants, carnivals, fairs, and other non-permanent installations will be provided, when the customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing for the period involved, said deposit to be returned if the contract period is fulfilled.

- (8) Special Provisions - X-Ray and Welding Service. Equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of other customers, the Town may set a separate transformer for the exclusive use of the Customer and extend a separate service to the Customer's premises. This service shall be metered and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed any applicable extra facilities charges associated with the separate transformer. In lieu of setting the separate transformer, the Town may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- (9) Insulation Requirements - The Town will not connect permanent service to any new building for which a building permit was issued after January 1, 1978, for any class of service unless the building has been certified as meeting the insulation requirements of the State Building Code, and a Certificate of Occupancy has been issued.

- (10) More Than One Dwelling Unit Per Meter - When more than one dwelling unit is served by a single meter, each and all dwelling units must comply with the requirement under Availability of the Schedule involved; and the monthly bill shall be computed by dividing the total KWH metered during the billing

period by the number of dwelling units; then calculating a bill "per dwelling unit" from this rate. The total bill shall be the "per dwelling unit" bill multiplied by the number of dwelling units.

(11) Tree Trimming - If, at any time, shrubbery, or other vegetation grows up into, and interferes with, the electric power lines of the Town, through its duly authorized employees, shall have the right to enter upon the Town privately owned property and trim such vegetation in order to clear the lines. All trimming of trees and shrubbery shall be done as neatly as possible and shall be done as requested by the owner where the request is reasonable.

(12) Extra Facilities

(a) At the request of the customer, the Town will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Town's standard form of contract, and containing the following provisions:

(1) Service shall be used solely by the contracting customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.

(2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting customer, other than facilities which the Town would furnish to the customer without cost under its standard form of contract.

(3) The facility to be supplied shall be Town standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Town side of the point of delivery.

(4) A monthly "Extra Facilities Charge", equal to 1.7% of the installed cost of the extra facilities, but not less than \$25.00, shall be billed to the customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.

(5) The "installed cost of extra facilities" shall be the cost new of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering, and general expense, all estimated if not known.

(6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the customer. Upon mutual agreement between the customer and the Town, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Town side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.

(7) When the extra facilities requested by the customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the customer's request, and the installed cost of the facilities which the Town would furnish without cost of the customer under its standard form of contract.

(8) The Town shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Town's service to other customers.

(9) Contracts containing the Extra Facilities Clause shall have a minimum original term of 5 years, to continue from year to year thereafter, but the Town may require the payment of removal costs in contracts with original terms of 10 years or less and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

(10) Customers for who the Town may be furnishing extra facilities under existing contracts shall be exempt from all provisions of this Extra Facilities Clause except (1) until such time as their contracts may expire, or are terminated by the customer, or are terminated by the Town for reasons not related to the furnishing of extra facilities.

(b) Purchase of Existing Delivery Equipment: Any customer subject to an "Extra Facilities Charge" may, at the Town's option, purchase the existing facilities. In those instances where the customer purchases the existing delivery equipment, the Town shall have the right to require the customer to install protective equipment to isolate the customers equipment from the Town system.

Upon request of the customer, the Town shall take an inventory of the equipment available for purchase and shall provide the customer with a sales price of such equipment within 90 days of receipt of such request. The sales price shall be computed at the then replacement cost of the existing delivery equipment, less accumulated depreciation as defined below:

(1) REPLACEMENT COST: Replacement Cost shall be the cost of the identical item at the time of the sale, the time of replacement, or retirement, as the case may be, or where such identical item is no longer available, the closest comparable item shall be used to determine the cost.

(2) DEPRECIATION: Depreciation shall be calculated at the annual rate of and in the manner of the then current rate and method as set forth in the publication, entitled "Depreciation and Amortization of Electric Plant" and shall be applied to Replacement Cost. Accumulated Depreciation is the Annual Depreciation so calculated times the number of years from the date of installation to the date on which the calculation is made. Depreciation shall be limited to a maximum of seventy-five percent (75%) of original value.

The Town reserves the right to adjust the inventory and sales price up to thirty (30) days prior to the purchase date. Title for the equipment shall pass and the purchase price shall be due on the purchase date, at which time both parties shall execute a sales agreement.

## UNDERGROUND INSTALLATION PLAN

### Availability

Normally, the Town's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors, and customers), the Town will install, own, and maintain underground facilities under the terms and conditions of this Plan.

At the determination of the Town, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the Town may place its facilities underground at its own option and expense.

### Service Categories

#### (a) Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

#### (1) Permanent Residences

Residences which are to be permanent customer locations on a residential rate schedule of the Town will be served from underground facilities as shown below.

##### 1 New Service Installations Located in New Developments

|                                                                               |                                       |
|-------------------------------------------------------------------------------|---------------------------------------|
| Service to new residences on lots averaging an acre (43,560 sq. ft.), or less | See Customer Service Policy for fees. |
|-------------------------------------------------------------------------------|---------------------------------------|

|                                                                |                                                                                                                                                        |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service to new residences on lots averaging more than one acre | No charge for primary except for cost difference of new primary facilities exceeding 300 feet per lot. See Customer Service Policy for secondary fees. |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

##### 2 New Service Installations Not Located in New Developments

|                                                                                                                                                                                      |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Service to new residences requiring new underground secondary voltage facilities from an above-ground distribution line on or adjacent to, the lot on which the residence is located | See Customer Service Policy. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|

|                                                                                              |                                                                                                                                                |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Service to new residences requiring new underground primary and secondary voltage facilities | No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees. |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

### 3 New Three-Phase Service Installations

|                                                                                                  |                                                                                                                                                |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Three-phase service to new single-residence structures, where this type of service is available. | No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees. |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                 |                                                                        |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Three-phase service to new multi-residence structures, where this type of service is available. | No charge for primary. See Customer Service Policy for secondary fees. |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|

#### (2) Other Residences

Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by the Town under an agreement with the owner providing for payment to the Company of the charges, if any equal to the cost difference.

#### (b) Non-Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities to new general service and industrial service installations following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

|   |                                                                       |                              |
|---|-----------------------------------------------------------------------|------------------------------|
| 1 | New Service Installations Requiring Only Secondary Voltage Facilities | See Customer Service Policy. |
|---|-----------------------------------------------------------------------|------------------------------|

|   |                                                                            |                              |
|---|----------------------------------------------------------------------------|------------------------------|
| 2 | New Service Installations Requiring Primary Voltage Loop System Facilities | See Customer Service Policy. |
|---|----------------------------------------------------------------------------|------------------------------|

|   |                                                                                       |                                                                                                                                                                                                               |
|---|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | New Service Installations<br>Requiring Primary Voltage<br>Radial Extension Facilities | No charge except for cost difference of<br>single-phase primary facilities exceeding<br>300 feet, or three-phase primary facilities<br>exceeding 500 feet. See Customer Service<br>Policy for secondary fees. |
| 4 | New Bulk Feeder and Sub-feeders                                                       | Cost difference of such primary facilities                                                                                                                                                                    |

### Conversion To Underground

The Town will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

- (1) The Town shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable contribution-in-aid-of-construction equal to the cost difference plus the loss due to early retirement of the existing overhead facilities.
- (2) Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the Town, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies, and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.
- (3) The Town need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
- (4) All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
- (5) Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities. Owner shall locate all nonutility underground facilities before the Town begins installation of any underground facilities. The Town will not be responsible for damage to any nonutility facilities which are not located.

### Estimates

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Town's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

### General Provisions

- (1) Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Town in accord with the current construction design practices of the Town.
- (2) The Town will normally not provide underground service at secondary voltages above 480 volts.
- (3) The Town will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
- (4) Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. New bulk feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner desires to have them installed underground and makes a contribution-in-aid-of-construction equal to the estimated cost difference between underground and overhead facilities. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Town expense.
- (5) New sub-feeders necessary to serve a new underground subdivision or development will be installed underground inside such areas at no charge. New sub-feeders outside such areas normally will be installed overhead unless the owner desires to have them installed underground and makes a payment equal to the estimated cost difference.
- (6) Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.
- (7) Prior to the installation of the underground distribution system by the Town, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Town, payment for these additional expenses shall be made to the Town by the owner. Should established lots of final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities is required by the owner before final grades are established, and either of these conditions results in additional expenses to the Town, payment for these additional expenses shall be made to the Town by the owner.
- (8) Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Town, payment for same will be made by the owner.
- (9) Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.

(10) The Town will make, or adjust, charges to the owner to collect the actual additional costs to the Town due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.

(11) The Town's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The Town shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the Town at any time.

(12) Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.

(13) Underground conductors to provide service to streetlights along public streets, roads, and other public thoroughfares, will be installed a Town expense concurrently with the installation of an underground system for new developments. Where such street light conductors are not installed concurrently with the underground system, subsequent installation of underground conductors will be made at no additional charge where the customer requesting the lights pays the cost of overcoming any man-made obstructions. Subsequent street and area lighting service will be furnished under the applicable rate schedule on file with and approved by the Commission.

(14) The Town will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Town's Service Regulations.

## Huntersville

### FY25 Electric Rate Recommendations Summary

David Lucore, Electric Systems Manager, ElectriCities of NC, Inc.

|                                                   |                       |                       |
|---------------------------------------------------|-----------------------|-----------------------|
| Residential Service, Schedules 1E, 5E             | No Change             |                       |
| Small Commercial Service, Schedule 3E, 3E3P, 3ETS | No Change             |                       |
| Medium Commercial Service, Schedule 4E            | No Change             |                       |
| Medium Industrial, Schedule MI-OP                 | No Change             |                       |
| Large Industrial Service, Schedule OP-3           | No Change             |                       |
| Industrial On-Peak Rate, Schedule OP-4            | No Change             |                       |
| Renewable Energy Portfolio Standards (REPS)       |                       |                       |
| Residential                                       | <u>FY24</u><br>\$0.84 | <u>FY25</u><br>\$0.82 |
| Commercial                                        | \$4.58                | \$4.47                |
| Industrial                                        | \$47.20               | \$46.08               |
| Renewable Energy Credit Rate Rider (RECR-1)       | No Change             |                       |
| <b><u>New Rates Added for FY25:</u></b>           |                       |                       |
| Renewable Energy Credit Rate Rider RECR-2         | New Rate              |                       |
| Medium Commercial Service, Schedule 4E-LF         | New Rate              |                       |
| Electric Service/Miscellaneous Fees:              | <u>FY24</u>           | <u>FY25</u>           |
| Return Check Fee                                  | \$25.00               | \$35.00               |
| Reconnect Fee                                     |                       |                       |
| Prior to 5PM                                      | \$30.00               | \$50.00               |
| After 5PM Weekdays, Holidays and Weekends         | \$120.00              | \$150.00              |
| Electric Meter Tamper Fee                         | \$120.00              | \$250.00              |
| Electric Connection/Move-in Service Fee           | \$25.00               | \$30.00               |
| New Electric Service                              | No Change             |                       |
| Underground Service Fee                           | \$150.00              | \$160.00              |

# **Town of Huntersville**

## **Electric Rates**

**And**

## **Electric Service Policy**

**FY25**



**Adopted:**

**Effective: July 1, 2024**

## ***RESIDENTIAL SERVICE – SCHEDULE 1E, 5E***

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

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

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

Single Phase 120/240 volts

### **MONTHLY RATE**

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

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

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

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

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

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

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

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

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

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

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

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

#### **MONTHLY RATE**

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

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

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

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

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

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

### ***MEDIUM COMMERCIAL SERVICE – SCHEDULE 4E***

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

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

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

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

#### **MONTHLY RATE**

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

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

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

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

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

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

## **Electric Rate Schedule MI-OP Medium Industrial Service**

### **AVAILABILITY**

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

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

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

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

### **TYPE OF SERVICE**

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

Single-phase, 120/240 volts; or

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

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

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

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

## Schedule-MI-OP

### Page 2

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

### MONTHLY RATE

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

### DEFINITION OF “MONTH”

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

### DETERMINATION OF BILLING DEMAND

#### Billing Demand:

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

#### On-Peak Periods:

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

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

Holidays:

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

Peak Management Days:

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

MAXIMUM DEMAND

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

NOTIFICATION BY TOWN

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

DETERMINATION OF ENERGY

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

ON-PEAK ENERGY

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

OFF-PEAK ENERGY

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

POWER FACTOR CORRECTION

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

CONTRACT PERIOD

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

SALES TAX

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

*Effective July 1, 2021.*

## **Electric Rate Schedule OP-3**

### **Large Industrial Service**

#### **AVAILABILITY**

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

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

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

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

#### **TYPE OF SERVICE**

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

Single-phase, 120/240 volts; or

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

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

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

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

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

### MONTHLY RATE

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

### DEFINITION OF “MONTH”

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

### DETERMINATION OF BILLING DEMAND

#### Billing Demand:

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

#### On-Peak Periods:

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

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

**Holidays:**

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

**Peak Management Days:**

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

**MAXIMUM DEMAND**

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

**NOTIFICATION BY TOWN**

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

**DETERMINATION OF ENERGY**

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

**ON-PEAK ENERGY**

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

**OFF-PEAK ENERGY**

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

POWER FACTOR CORRECTION

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

CONTRACT PERIOD

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

SALES TAX

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

*Effective June 1, 2023.*

## **Industrial On-Peak Rate Electric Rate Schedule OP-4**

### AVAILABILITY

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

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

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

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

### TYPE OF SERVICE

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

Single-phase, 120/240 volts; or

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

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

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

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

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

MONTHLY RATE

|                           | Summer<br>(June-Sept) | Non-Summer |
|---------------------------|-----------------------|------------|
| Basic Facilities Charge   | \$1053.63             | \$1053.63  |
| Maximum Demand (per kW)   | \$5.82                | \$5.82     |
| OP Demand (per kW)        | \$15.20               | \$5.10     |
| On Peak Energy (per kWh)  | \$0.05962             | \$0.05107  |
| Off Peak Energy (per kWh) | \$0.04081             | \$0.03529  |

DEFINITION OF "MONTH"

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

DETERMINATION OF BILLING DEMAND

Billing Demand:

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

On-Peak Periods:

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

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

Holidays:

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

Peak Management Days:

Peak Management Days are the days on which NCMPA1 notifies its Participants to activate their peak management programs during On-Peak periods. The Peak Management Day used to establish the Town's

wholesale billing demand is the one Peak Management Day during the month on which NCMPA1 experienced the greatest average load (determined as the average of NCMPA1's integrated hourly loads during the hours of the On-Peak Period).

MAXIMUM DEMAND

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

NOTIFICATION BY TOWN

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

DETERMINATION OF ENERGY

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

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

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

POWER FACTOR CORRECTION

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

CONTRACT PERIOD

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

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*SALES TAX*

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

Effective June 1, 2023

### ***PP-1 PURCHASED POWER ADJUSTMENT RIDER***

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

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

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

#### *PURCHASED POWER ADJUSTMENT FACTOR.*

Purchased Power Adjustment      \$0.00/kwh

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

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

## ***RENEWABLE ENERGY PORTFOLIO STANDARDS (REPS) CHARGE***

### **APPLICABILITY:**

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

### **MONTHLY RATE:**

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

|                            | <u>Monthly Rates</u> |                   |                   |
|----------------------------|----------------------|-------------------|-------------------|
|                            | <u>Renewable</u>     | <u>DSM/Energy</u> | <u>Total REPS</u> |
| <b><u>DEFINITIONS:</u></b> | <u>Efficiency</u>    | <u>Charge</u>     |                   |
| Residential Account        | \$ 0.82              | \$ 0.00           | \$ 0.82           |
| Commercial Account         | \$ 4.47              | \$ 0.00           | \$ 4.47           |
| Industrial Account         | \$ 46.08             | \$ 0.00           | \$ 46.08          |

### **ELIGIBILITY REQUIREMENTS:**

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

### **AUXILIARY SERVICE ACCOUNTS:**

The following service schedules will not be considered accounts because of the low energy use associated with them and the near certainty that customers served under these schedules already will pay a per account charge under another residential, commercial, or industrial service schedule:

- Schedule AL and FL – Outdoor Lighting Service (metered and unmetered)
- Schedule AL and FL – Street and Public Lighting Service
- Schedule TS – Traffic Signal Service

**SALES TAX:** Current North Carolina utilities sales tax shall be added to the above charges.

*Effective for service rendered after July 1, 2024.*

## ***NC GREENPOWER PROGRAM – RIDER GP-1***

**AVAILABILITY.** This Rider is available on a voluntary basis in conjunction with any of the Municipality's

Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not for temporary service or for resale service. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

**MONTHLY RATE.** In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$4 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption. Customer may change the number of monthly blocks purchased once during each year unless otherwise authorized by Municipality.

### **DEFINITIONS.**

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program, which include such renewable resources as solar, wind, small hydro, and biomass placed in service after January 1, 2001, and used to generate electricity delivered to the electric grid in North Carolina.

**SPECIAL CONDITIONS.** The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

**DISTRIBUTION OF RIDER FUNDS.** Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC" a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and
2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

*GreenPower Program - Rider GP-1*

*Page 2*

CONTRACT PERIOD. Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days prior notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

*Effective for bills rendered on and after September 7, 2004.*

## ***NC GREENPOWER PROGRAM – RENEWABLE RIDER REN-1***

**AVAILABILITY.** This Rider is available on a voluntary basis in conjunction with any of Municipality's Schedules for Customer who contracts with Municipality for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program. This Rider is not available for temporary, for resale service, or for Customer purchases of less than 100 blocks of electricity under this Rider. Further, Customer's average monthly electric consumption must be equal or greater to 10,000 kWh. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

**MONTHLY RATE.** In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$2.50 per block

The minimum monthly charge shall be a charge for 100 blocks of electricity. This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

### **DEFINITIONS.**

1. Block of Electricity: A block of electricity is equal to 100 kWh.
2. Renewable Resources: For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program used to generate electricity delivered to the electric grid in North Carolina, which include such renewable resources as solar, wind, small hydro, and biomass.

**SPECIAL CONDITIONS.** The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase. The electricity purchased from the Renewable Resources may not be specifically delivered to Customer but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

**DISTRIBUTION OF RIDER FUNDS.** Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The funds collected from customers served under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC" a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state- wide NC GreenPower Program, and

***NC GreenPower Program - Renewable Rider  
REN-1 Page 2***

2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

CONTRACT PERIOD. The Contract Period under this Rider shall be for one (1) year. After the initial period, Customer or Municipality may terminate service under this Rider by giving the other party at least thirty (30) days previous written notice.

GENERAL. Service rendered under this Rider is subject to the provisions of the most current Municipality's Customer Service Policies, as adopted by its Governing Board. Circumstances and/or actions which may cause the Municipality to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Municipality's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action which supersedes or contravenes the Rider or the NC GreenPower Program.

*Effective for bills rendered on and after September 7, 2004.*

## ***RHP RESIDENTIAL HIGH EFFICIENCY HEAT PUMP REBATE PROGRAM***

**AVAILABILITY.** This rate rider is available to all Town of Huntersville electric customers receiving or applying for permanent electric service under residential rate schedule.

**ELIGIBILITY REQUIREMENTS.** A rebate will be paid to the Town of Huntersville residential electric customers installing an energy efficiency heat pump. The minimum Seasonal Energy Efficiency Ratio (SEER) of 15 and minimum size of 1 ton, up to maximum of 5 tons. Rebates will be paid for the following qualifying installations:

- 1) **In a new installation.** For new installations (new construction), the rebate is \$400 for air source heat pumps 15 – 17+ SEER.
- 2) **To replace an existing heating/air conditioning system.** (Existing heating air-conditioning system can be any energy source, i.e., electric, natural gas, propane, fuel oil, etc.). For replacing an existing heating/air conditioning system, the rebate is \$300 for air source heat pumps 15 – 16.9 SEER and \$400 for air source heat pumps of 17+ SEER.
- 3) For installation of **new or replacing an existing Geothermal Heat Pumps**, the rebate will be \$500.

In addition, the following standards must be met:

- 1) The heat pump will have at least 15 SEER rating. There is no maximum to the SEER rating.
- 2) The heat pump must be residentially sized (five tons and under, minimum size of 1 ton), but may be installed in any type of dwelling.
- 3) The customer will choose the HVAC contractor of their choice to install the new heat pump. All future service requirements can be arranged with that contractor or any other of the customer's choice.
- 4) The customer should expect to pay the contractor the fair market price for the purchase and installation costs. The Town will verify the unit (s) qualifies per the rebate program.
- 5) Since the heat pump remains the customer's property, all future service is at the customer's expense. The Town makes no guarantee, express or implied, about the quality of the heat pump or its installation.
- 6) The manufacturer, not the Town, guarantees the customer's heat pump against defects.
- 7) After the customer has the heat pump installed, a representative from the Town will inspect the installation of the heat pump. The customer will use a paid receipt to apply for his heat pump on an existing dwelling. A visual inspection of any new home will serve as verification.
- 8) The heat pump rebate will be per unit installed with no maximum number of units to a customer/builder/developer. The program is subject to continued annual approval.
- 9) A customer may be denied rebate under these, and other conditions determined by the Town: a. Incomplete rebate application,
  - b. No copy of dated sales invoice included with application,
  - c. Manufacturer documentation of efficiency ratings is not correct or unavailable.

The Town will list on the application form any reason a rebate is denied.

*Effective July 1, 2019.*

## ***RENEWABLE ENERGY CREDIT RATE RIDER Electric Rate Rider RECR-1***

### **AVAILABILITY**

This rate rider is available to customers on any Town of Huntersville (“Town”) rate schedule who operate solar photovoltaic, wind powered, or biomass-fueled generating systems, without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and obtain an approved Interconnection Request Form and an approved Purchase Power Agreement. As part of the Interconnection Request Form approval process, the Town retains the right to limit the number and size of renewable energy generating systems installed on the Town’s System. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Qualified customers must be generating energy for purposes of a “buy-all/sell-all” arrangement to receive credits under this rate rider. That is, the Town agrees to buy all, and the customer agrees to sell all of the energy output and associated energy from the renewable energy resource. Customers with qualified systems may also apply for NC GreenPower credits or North Carolina Municipal Power Agency 1 (“NCMPA1”) Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on Variable Rates identified in this Rider for the delivered energy.

### **MONTHLY CREDIT**

Avoided Cost Credit Rate\*\* (\$ per kWh):

|                 | <b><u>Variable</u></b> |
|-----------------|------------------------|
| On-peak energy* | \$0.04041              |
| Off-peak energy | \$0.01366              |

*\* These energy credits include a capacity component.*

*\*\*For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.*

### **MONTHLY ENERGY**

Monthly Energy shall be the total kWh of energy produced by the generating facility during the current calendar month. All energy produced by the Customer’s renewable energy generating system must be delivered to the Town, since the Town does not offer net metering.

### **ON-PEAK ENERGY**

On-Peak Energy shall be the metered energy during the On-Peak Energy Period of the current calendar month, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EST.

**Electric Rate Rider**  
**RECR-1 Page 2**

**OFF-PEAK ENERGY**

Off-Peak Energy shall be the Monthly Energy less the amount of energy billed as On-Peak Energy.

**CONTRACT PERIOD**

Prior to receiving service under this Rider, the Town and the customer shall have entered either an Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 10 kW) and a Power Purchase Agreement which covers the special terms and conditions for the customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

**GENERAL**

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances.

**SPECIAL CONDITIONS**

The customer's service shall be metered with two meters, one of which measures all energy provided by the Town and used by the customer, and the other measures the amount of energy generated by the customer's renewable energy generator which is provided to the Town.

In the event that the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

*Effective June 1, 2023.*

RENEWABLE ENERGY CREDIT RATE RIDER  
Electric Rate Rider RECR-2

AVAILABILITY

This optional rate rider is available to customers who have systems installed after October 1, 2024, or if an existing system may elect this rider after October 1, 2024, and are on any Town of Huntersville rate schedule who operate solar photovoltaic, wind powered, or biomass-fueled generating systems, with or without battery storage, located and utilized at the customer’s primary residence or business. To qualify for this rate rider, the customer must have complied with the Town’s Interconnection Standards and have an approved Interconnection Request Form. The generating system that is in parallel operation with service from the Town and located on the customer’s premises must be manufactured, installed, and operated in accordance with all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with the Town’s applicable renewable energy interconnection interface criteria. Customers with qualified systems may also sell Renewable Energy Certificate (“REC”) credits.

All qualifying facilities have the option to sell energy to the Town on an “as available” basis and receive energy credits based on the Variable Rates identified in this Rider for the delivered energy.

MONTHLY CREDIT

Avoided Cost Credit Rate\*\* (\$ per kWh): **Variable**

|                 |           |
|-----------------|-----------|
| On-peak energy* | \$0.04041 |
| Off-peak energy | \$0.01366 |

\* These energy credits include a capacity component.

\*\*For generation equal to or less than 20 kW the on-peak energy avoided cost credit rate can be applied to all hours.

MONTHLY ENERGY

Monthly Energy shall be the net kWh of energy produced by the generating facility in a month which in some cases is the calendar month and exported to the utility.

ON-PEAK ENERGY

On-Peak Energy shall be the net metered energy during the On-Peak Energy Period of the month, whereby the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EST.

OFF-PEAK ENERGY

Off-Peak Energy shall be the net Monthly Energy less the amount of energy billed as On-Peak Energy.

CONTRACT PERIOD

Prior to receiving service under this Rider, the Town and the customer shall have entered either an Interconnection Agreement or executed a Certificate of Completion (inverter-based generators less than 20 kW)

**Electric Rate Rider**  
**RECR-2 Page 2**

and a Power Purchase Agreement which covers the special terms and conditions for the customer's requirements related to the interconnection of the customer's renewable energy generating system.

Each of these agreements shall have a minimum term of one (1) year. Either party may terminate the agreements after one year by giving at least thirty (30) days previous notice of such termination in writing.

*GENERAL*

Service under this Rider is subject to the provisions of the Service Regulations of the Town contained in the Town Code of Ordinances.

*SPECIAL CONDITIONS*

The customer's service shall be metered with a bi-directional meter, which measures the energy provided by the Town and used by the customer and measures the amount of energy generated by the customer's renewable energy generator and exported to the Town.

In the event that the Town determines that it is necessary to install any additional equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay for the cost of such equipment in accordance with the terms of its Power Purchase Agreement.

Effective October 1, 2024.

### ***MEDIUM COMMERCIAL SERVICE – SCHEDULE 4E - LF***

This rate is available only to commercial consumers for service supplied to an individual store or commercial establishment purchasing all of its power requirements from the Town and having a demand greater than 100 kW within the last 12 consecutive months. Where the annual average load factor is less than or equal to 20% (Twenty percent). If the calculated annual average load factor exceeds 20% the customer will be reassigned to the appropriate standard rate. Service will only be provided to facilities constructed in conformance with the Town's specifications. Power delivered under this schedule is not available for resale (except in the case of service to an electric vehicle charging station), breakdown, or parallel operation.

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

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

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

#### **MONTHLY RATE**

|                              |                   |
|------------------------------|-------------------|
| A. Basic Customer Charge:    | \$140.68          |
| B. Demand Charge:<br>All kW  | \$0.00            |
| C. Energy Charge:<br>All kWh | \$0.13430 per kWh |

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

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

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

#### **DETERMINATION OF LOAD FACTOR**

Billing Period Low Factor calculation:  $\text{kWh} / (\text{kW} * 730) = \% \text{ Load Factor}$

Where 730 equals the average number of hours in monthly billing period

Average Annual Load Factor is defined as the average of the previous twelve months' load factor.

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

*Effective for service as determined by meter readings on and after July 1, 2024.*

## AREA LIGHT/ STREET LIGHT SERVICE – SCHEDULE AL, ST

AVAILABILITY. Area Lighting is available only to any individual consumer. Street Lighting Service is only available to the Town of Huntersville. Service will only be provided to facilities constructed in conformance with the Town's specifications.

TYPE OF SERVICE. See below for specific units (non-LED units no longer offered in new installations). Service includes installation, maintenance, and electric energy. Illumination shall be from dusk to dawn. Initial installation includes the lighting unit, one pole, and one span of overhead secondary from an existing pole line. (Additional spans of secondary, poles, pole grounds, etc., must be paid by the consumer at actual cost of installation or at the monthly rate designated.) All items of material and equipment used to make the installation remain the property of the Town.

### MONTHLY RATE.

| UNIT                                                              | MONTHLY<br>CHARGE |
|-------------------------------------------------------------------|-------------------|
| LED Municipal Street Lighting<br>50-Watt Input/6,400 Lumen/18 kwh | \$8.28            |
| LED Fixture Area Lighting<br>50-Watt Input/6,400 Lumen/18 kWh     | \$25.20           |
| 185-Watt Input/43,000 Lumens/151 kwh (Shoebox)                    | \$49.20           |
| Poles-Additional or Deduct for Existing                           | \$10.20           |

*Existing non-LED accounts are still serviced; however, any units which need to be replaced shall be replaced with LED units Rates for existing non-LED accounts are available on request.*

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

PURCHASED POWER ADJUSTMENT. The current Purchased Power Adjustment Rate Rider PP-1 shall not apply to all service provided under this schedule.

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

*Effective for service on and after July 1, 2021.*

**Electric Service/Miscellaneous Fees:**

|                                          |                                    |
|------------------------------------------|------------------------------------|
| Return Check Fee:                        | \$ 35.00                           |
| Late Payment Charge:                     | 2% 0r \$7.50, whichever is greater |
| Reconnect Fee:                           |                                    |
| Prior to 5PM                             | \$ 50.00                           |
| After 5PM Weekends and Holidays          | \$ 150.00                          |
| Meter Tamper Fee:                        | \$ 250.00                          |
| Electric Connection/Move-In Service Fee: | \$ 30.00                           |
| New Electric Service:                    | \$50.00                            |
| Underground Service Fee:                 | \$ 160.00                          |

*Effective July 1, 2024*

## **ELECTRIC SERVICE POLICY**

### Foreword

The Service Regulations for the Town of Huntersville Electric Department are filed with the Town Clerk. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

### Definitions

The Town of Huntersville or the Town of Huntersville Electric Department is referred to herein as the "Town" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous.

*"Customer Service Policy"* - Town of Huntersville Utility Customer Service Policy.

The term *"overhead facilities"* as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term *"underground facilities"* as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A *"bulk feeder"* is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A *"sub feeder"* is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The sub feeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A *"primary voltage loop system"* of conductors provides multiple supply routes to more than one transformer serving the load requirements. A *"primary voltage radial extension"* of underground facilities consists of a single supply route to a single transformer serving the load requirements.

*"Secondary facilities"* consist of equipment necessary to provide secondary voltage from the Town's transformer to the owner's delivery point. *"Primary facilities"* consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

*"Cost difference"* is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

*"Loss due to early retirement"* is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the costs of removal.

### Agreement

Electric service will be supplied under (a) the Town's standard form of application (service agreement) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except insofar

as provision is otherwise made in any particular rate schedule or contract on file with and approved by the Town Council. The Town shall not be required to supply service unless and until such agreement is executed by the customer and the Town, it being understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Town unless same be in writing and attached to and made a part of the agreement; notwithstanding the foregoing, when the requested supply of electricity is for residential use or residential water heating, and no extra charges for additional facilities are involved, the customer's application and the Town's acceptance thereof may be verbal, and in such event the Town's applicable rate schedules and these Service Regulations shall be effective in the same manner as if the Town's standard form of application for service had been signed by the customer and accepted by the Town. Such a verbal service agreement shall be conclusively presumed, when there is no written application by a customer accepted in writing by the Town, if electricity supplied by the Town is used by the customer or on the customer's premises.

#### Hold Harmless Clause

The "Customer" or "Consumer" shall indemnify and hold harmless the "Town", its Agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the service rendered to the "Customer" or "Consumer", provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by an any negligent act or omission of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Town or any of their agents or employees by any employee of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the "Customer" or "Consumer" under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.

#### Agreement Personal

The rights which accrue to the customer under the agreement are personal and shall not be transferred or assigned by the customer without the written consent of the Town.

#### Service Used in Advance

In the event service is used by the Customer before the agreement is signed, in those instances where the Town requires a signed service agreement, such service shall be governed by these regulations and the appropriate schedule, and the Town may discontinue such service at any time upon failure or refusal of the customer to sign the agreement and pay in full the amount due for service to that date.

#### Vacated Premises

The customer will notify the Town before quitting or vacating the premises served under the agreement as herein provided and will pay upon presentation all bills due under all agreements or contracts.

## Deposits

See Customer Service Policy.

## Customer's Wiring and Equipment

Equipment which will operate in one locality may be useless in another due to difference in voltage, phase, or frequency of electric service; therefore, before wiring a premises or purchasing equipment the customer shall give the Town notice and shall ascertain the character of service available at such premises. The Town may specify the voltage and type of electric service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Town may refuse to connect service to such customer or may discontinue service the same. The customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Town.

## Changes in Customer's Wiring and Equipment

The customer shall not employ or utilize, without the written consent of the Town, any equipment, appliance, or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the Town's service to such customer or to others. When polyphase electric service is used by any customer, the customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The customer shall give the Town reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the Town, the unexpired

term of the agreement is sufficient to justify the additional investment required, the Town will endeavor to provide additional capacity for any increase so requested by the customer, within ninety days of said notice.

The Town will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.

## Access to Customer's Premises

The Town shall at all reasonable times have the right of ingress to and egress from the premises of the customer, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

## Rights of Way

The customer shall at all times furnish the Town a satisfactory and lawful right of way over his premises for the Town's lines and apparatus necessary or incidental to the furnishing of service and shall also

furnish satisfactory shelter for meters and other apparatus of the Town installed on the premises, except where the Town elects to install such equipment outdoors.

The Town may change the location of the right of way upon request of the customer and may require the customer to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the Town's service, either to the customer requesting the change, or to any other customer or customers. All privileges of the Town incident to the original location shall apply to the new location.

The obligation of the Town to supply service is dependent upon the Town securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the Town shall not be liable to the customer for any failure to deliver service because of the Town's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

#### Transmission, Distribution, and Service Facilities

The Town's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Town's underground Installation Plan, as approved by the Town Council.

The Town will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

(1) Where both the Town's lines and the customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less.

The Town will extend its service conductors to the customer's building, terminating them on the outside of the building at a location to be provided by the customer and satisfactory to the Town for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Town. The Town will provide and own meter sockets and enclosures, or the customer, at this option, may provide and own a meter/switch enclosure (more commonly known as a house-power panel). The customer will install all meter sockets, enclosures, or meter switch enclosures. The Town will utilize and provide service through the customer's meter/switch enclosure under the following conditions: (a) The meter/switch enclosure shall be in accordance with the Town's specifications. (b) The wiring and connections are approved by the Town. (c) The customer agrees to allow the Town to open and inspect the meter/switch enclosure at any time. (d) The customer agrees to notify the Town and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure. For Residential customers, the Town will provide, own, and install service laterals and will connect such laterals to the line side terminals of the meter socket or enclosure.

The Town will make the necessary connections from its service conductors to the customer's entrance conductors.

(2) Where both the Town's lines and the customer's entrance conductors are below

ground, or when one is above ground and the other is below ground, or where the size of the customer's demand or any unusual character of the customer's location requires a special service agreement between the Town and the customer, the Town will make the necessary connections from its service conductors to the customer's entrance conductors as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) above nor Section (3) is applicable, the connection shall be at a point to be agreed upon by the Town and the customer.

(3) When, in the Town's opinion, an individual transformer installation is necessary to serve the customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Town may require the customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation. If the customer is unable to provide outdoor space for a ground-type transformer installation, or substation, then the Town may require the customer to provide a transformer vault on his premises.

(a) When the customer provides space for a ground-type transformer installation, or substation, the Town will erect a structure outside of and immediately adjacent to the fence surrounding such installation and will connect to the customer's entrance conductors at that point. The Town may require the customer to provide main disconnecting switches at the point of connection, which switches shall control all of the customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the customer's building walls, the Town will connect to the customer's entrance conductors on the outside of one of the walls.

(b) When the customer provides a transformer vault, such vault shall be constructed in accordance with the Town's specifications and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances, and its location shall meet the Town's requirements for accessibility and ventilation. The Town will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable, and secondary cable to the point of connection with the customer's entrance conductors, which point shall be 12" inside one of the walls of the vault. The Town will coordinate the transformer vault installation with its Underground Distribution Plan for the installation of the primary cable from the customer's vault to the Town's existing distribution facilities.

(4) With respect to any service, after a service connection has been made it may be changed by the Town upon request of the customer, but the customer must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the Town's service either to the customer desiring the change or to do any other customer or customers.

#### Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Town's service shall be installed and maintained by and at the expense of the customer. All equipment furnished by the Town shall be and remain the property of the Town.

#### Meters

The Town will furnish, test and repair all necessary meters. When a meter is moved from one location to another all expense in connection with such removal shall be borne by the Town except where the removal is at the request of the customer, in which case the expense will be borne by him. The Town shall have the right at its option and at its own expense, to place demand meters, volt meters and other instruments on the premises of the customer for the purpose of making tests with respect to the customer's service.

#### Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the customer's structure at a place or point which is suitable to the customer, but which meets all of the Town's requirements for reading, testing and servicing accessibility, and for safety.

Where it is not practicable, in the Town's opinion, to locate the meter and its associated apparatus, if any, out-of-doors, the customer shall provide a suitable indoor location which meets all of the Town's requirements for reading, testing, and servicing accessibility, and for safety.

#### Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be estimated on the basis of the three months prior use.

#### Bills Due Where No Notice Received

See Customer Service Policy.

#### Billing and Collection Cycle

See Customer Service Policy.

#### Where Meter is Not Read

See Customer Service Policy.

#### Offsets Against Bills

See Customer Service Policy.

#### Adjustment of Billing Errors

See Customer Service Policy

#### Responsibility Beyond Delivery Point

It is understood and agreed that the Town is merely a furnisher of electricity, deliverable at the point where it passes from the Town's wires to the service wires of the customer, or through the divisional switch separating the customer's wires and equipment from the Town's wires and equipment, where such

a switch is installed, and the Town shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Town. The Town shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing, or resulting in any manner, from the receiving or use of said electricity.

#### Interference with Town Property

The customer shall not interfere with, or alter, the Town's meters, seals, or other property, or permit the same to be done by others than the Town's authorized agent or employee. Damage caused or permitted by the customer to said property shall be paid for by the customer.

#### Resale Service

The contract is made, and electricity is sold and delivered upon the express condition that the customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm, or corporation, except where service is supplied under a contract specifically providing for resale.

#### Foreign Electricity

The customer shall not use the Town's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the customer for use in conjunction with or as a supplement to the Town's electric service, without the written consent of the Town.

#### Service Interruptions

The Town does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Town shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

- (a) An emergency action due to an adverse condition or disturbance on the system of the Town, or any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
- (b) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, or other public authority.

(c) Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to customers premises would endanger persons or property.

(d) It is expressly understood and agreed that the Town does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the customer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the Town shall not, in any event, be liable to the customer, nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to act or omission of the Town or otherwise, it being the intention of the parties hereto that the Town shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the Town to supply electric power to operate any pump or pumping apparatus or appliances.

#### Discontinuance of Service

The Town shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons: (See also: Customer Service Policy Section 13)

- (1) For any misrepresentation as to the identity of the customer entering the contract for service.
- (2) For violation by the customer of any terms or conditions of the agreement between the Town and the customer, or violation of any of these service regulations which are a part of said agreement.
- (3) For the reason that the customer's use of the Town's service is detrimental to the service of other customers.
- (4) For the reason that the customer's use of the Town's service conflicts with, or violates orders, ordinance or laws of the state or any subdivision thereof, or of any other body having regulatory powers.
- (5) For the reason that wiring, equipment, appliance or device is installed or in use on the customer's premises, which permits the electricity to be used without passing through the Town's meter, or which prevents, or interferes with the measuring of the electricity by the Town's meter.

#### Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the Town to remove its meters, apparatus, appliances, fixtures, or other property.

### Waiver of Default

Any delay or omission on the part of the Town to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Town of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

### Reconnect Fees

In case of discontinuance of service for any reason except repairs or other necessary work by the Town, the customer shall pay the Town a reconnect charge as spelled out in the Customer Service Policy.

### Unavoidable Cessation of Consumption

In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, making a complete cessation of the use of service, then upon written notice by the customer to the Town, within thirty days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise the agreement for service shall immediately terminate.

### Copies of Contracts and Policies

Forms of application (service agreement) or contract, schedules of rates and copies of service regulations are available at Town Hall and will be furnished to the customer on request.

### Changes

All agreements and contracts for service between the Town and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the Town Council, or otherwise imposed by lawful authority.

### Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

#### (1) Residential Service

Residential service will be supplied on Schedule R, Schedule RE, whichever is applicable, to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the Residential service meter, or they may be separately metered.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping apartments or units may not be supplied through one meter on the Residential Service Schedule.

(a) Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Town will extend its conductors to groups of two or more spaces designated for the parking of mobile homes and will provide and install at each such delivery location a service structure on which its conductors are terminated, and on which may be mounted the switch panels, and wiring to accommodate a separate meter for each trailer space. Otherwise, service connections will be the same as set forth in these Service Regulations.

Energy used by the Park in its office, service buildings, yard lights, water pumps, and other purposes connected with the operation of the Park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within a park, may be served through a single meter, and will be billed in accordance with the applicable Commercial rate schedule.

(b) Recreational Parks and Camping Grounds

Service to recreational parks and camping grounds may be supplied to each such an establishment at one delivery point, and energy used in its office, service buildings, yard lights, water pumps, and for other purposes connected with its operation, including service outlets at campsites, will be billed through one meter in accordance with the applicable Commercial rate schedule.

(c) Travel Trailers, Mobile Home, and Other Portable Structures

If the location is other than in a Mobile Home Park or Recreation Park, service to travel trailers, mobile homes, or other portable structures, will be provided as set forth in these Service Regulations, "Temporary Service", except that if the customer presents satisfactory evidence of intent to remain at said location 12 months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on the applicable residential or Commercial rate schedule.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the electric energy used in connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

When a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as non-residential and one of the commercial schedules shall be applied.

The customer may at his option provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under a Commercial Service Schedule.

Hall lighting, stokers and other general electric uses in an apartment building will be classed as Commercial Service and metered and billed under a Commercial Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

Residences in which a Day Nursery is operated may be served on the Town's Residential Service Schedules provided that:

- (a) The operator and the operator's family, if any, live there.
- (b) The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- (c) There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then such residence shall be served on the Town's applicable Commercial Schedule.

### (3) Farm and Rural Service

The Residential Service Schedules are available for service through on meter to a farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial or non-farming operations or for the processing, preparing, or distributing of products not raised on that farm.

The customer may at his option elect to take the entire service under one of the Commercial Service Schedules or may provide separate circuits so that the residential uses, together with the usual farm uses outside the residence dwelling unit, can be metered, and billed separately under a Residential Service Schedule, and the other under a Commercial Service Schedule.

### (4) Commercial and Industrial Service

Commercial and Industrial Service Schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall be applied to the following:

- (a) Customer engaging in retail trade or personal service directly with the public, such as boarding houses, motor courts, and hotels.

- (b) Office buildings, stores, shops, and other commercial establishments.
- (c) Schools, churches, other non-residential customers, and industrial customers.
- (5) Water Heating Service - Residential water heating service is available through the same meter as other residential service.
- (6) Breakdown and Standby Service - The Town does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Town, under special terms and conditions expressed in writing in the contract with the Customer.
- (7) Temporary Service - Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the lines will be provided.

Temporary Service for construction projects, other than those qualifying above, and for rock crushers, asphalt plants, carnivals, fairs, and other non-permanent installations will be provided, when the customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing for the period involved, said deposit to be returned if the contract period is fulfilled.

- (8) Special Provisions - X-Ray and Welding Service. Equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of other customers, the Town may set a separate transformer for the exclusive use of the Customer and extend a separate service to the Customer's premises. This service shall be metered and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed any applicable extra facilities charges associated with the separate transformer. In lieu of setting the separate transformer, the Town may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- (9) Insulation Requirements - The Town will not connect permanent service to any new building for which a building permit was issued after January 1, 1978, for any class of service unless the building has been certified as meeting the insulation requirements of the State Building Code, and a Certificate of Occupancy has been issued.

- (10) More Than One Dwelling Unit Per Meter - When more than one dwelling unit is served by a single meter, each and all dwelling units must comply with the requirement under Availability of the Schedule involved; and the monthly bill shall be computed by dividing the total KWH metered during the billing period by the number of dwelling units; then calculating a bill "per dwelling unit" from this rate. The total bill shall be the "per dwelling unit" bill multiplied by the number of dwelling units.

(11) Tree Trimming - If, at any time, shrubbery, or other vegetation grows up into, and interferes with, the electric power lines of the Town, through its duly authorized employees, shall have the right to enter upon the Town privately owned property and trim such vegetation in order to clear the lines. All trimming of trees and shrubbery shall be done as neatly as possible and shall be done as requested by the owner where the request is reasonable.

(12) Extra Facilities

(a) At the request of the customer, the Town will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Town's standard form of contract, and containing the following provisions:

(1) Service shall be used solely by the contracting customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.

(2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting customer, other than facilities which the Town would furnish to the customer without cost under its standard form of contract.

(3) The facility to be supplied shall be Town standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Town side of the point of delivery.

(4) A monthly "Extra Facilities Charge", equal to 1.7% of the installed cost of the extra facilities, but not less than \$25.00, shall be billed to the customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.

(5) The "installed cost of extra facilities" shall be the cost new of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering, and general expense, all estimated if not known.

(6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the customer. Upon mutual agreement between the customer and the Town, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Town side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.

(7) When the extra facilities requested by the customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the

difference between the installed cost of the facilities made necessary by the customer's request, and the installed cost of the facilities which the Town would furnish without cost of the customer under its standard form of contract.

(8) The Town shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Town's service to other customers.

(9) Contracts containing the Extra Facilities Clause shall have a minimum original term of 5 years, to continue from year to year thereafter, but the Town may require the payment of removal costs in contracts with original terms of 10 years or less and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

(10) Customers for who the Town may be furnishing extra facilities under existing contracts shall be exempt from all provisions of this Extra Facilities Clause except (1) until such time as their contracts may expire, or are terminated by the customer, or are terminated by the Town for reasons not related to the furnishing of extra facilities.

(b) Purchase of Existing Delivery Equipment: Any customer subject to an "Extra Facilities Charge" may, at the Town's option, purchase the existing facilities. In those instances where the customer purchases the existing delivery equipment, the Town shall have the right to require the customer to install protective equipment to isolate the customers equipment from the Town system.

Upon request of the customer, the Town shall take an inventory of the equipment available for purchase and shall provide the customer with a sales price of such equipment within 90 days of receipt of such request. The sales price shall be computed at the then replacement cost of the existing delivery equipment, less accumulated depreciation as defined below:

(1) REPLACEMENT COST: Replacement Cost shall be the cost of the identical item at the time of the sale, the time of replacement, or retirement, as the case may be, or where such identical item is no longer available, the closest comparable item shall be used to determine the cost.

(2) DEPRECIATION: Depreciation shall be calculated at the annual rate of and in the manner of the then current rate and method as set forth in the publication, entitled "Depreciation and Amortization of Electric Plant" and shall be applied to Replacement Cost. Accumulated Depreciation is the Annual Depreciation so calculated times the number of years from the date of installation to the date on which the calculation is made. Depreciation shall be limited to a maximum of seventy-five percent (75%) of original value.

The Town reserves the right to adjust the inventory and sales price up to thirty (30) days prior to the purchase date. Title for the equipment shall pass and the purchase price shall be due on the purchase date, at which time both parties shall execute a sales agreement.

## UNDERGROUND INSTALLATION PLAN

### Availability

Normally, the Town's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors, and customers), the Town will install, own, and maintain underground facilities under the terms and conditions of this Plan.

At the determination of the Town, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the Town may place its facilities underground at its own option and expense.

### Service Categories

#### (a) Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

#### (1) Permanent Residences

Residences which are to be permanent customer locations on a residential rate schedule of the Town will be served from underground facilities as shown below.

##### 1 New Service Installations Located in New Developments

|                                                                               |                                       |
|-------------------------------------------------------------------------------|---------------------------------------|
| Service to new residences on lots averaging an acre (43,560 sq. ft.), or less | See Customer Service Policy for fees. |
|-------------------------------------------------------------------------------|---------------------------------------|

|                                                                |                                                                                                                                                        |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Service to new residences on lots averaging more than one acre | No charge for primary except for cost difference of new primary facilities exceeding 300 feet per lot. See Customer Service Policy for secondary fees. |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

##### 2 New Service Installations Not Located in New Developments

|                                                                                                                                                                                      |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Service to new residences requiring new underground secondary voltage facilities from an above-ground distribution line on or adjacent to, the lot on which the residence is located | See Customer Service Policy. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|

|                                                                                              |                                                                                                                                                |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Service to new residences requiring new underground primary and secondary voltage facilities | No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees. |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

### 3 New Three-Phase Service Installations

|                                                                                                  |                                                                                                                                                |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Three-phase service to new single-residence structures, where this type of service is available. | No charge for primary except for cost difference of new primary facilities exceeding 300 feet. See Customer Service Policy for secondary fees. |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                 |                                                                        |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Three-phase service to new multi-residence structures, where this type of service is available. | No charge for primary. See Customer Service Policy for secondary fees. |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|

#### (2) Other Residences

Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by the Town under an agreement with the owner providing for payment to the Company of the charges, if any equal to the cost difference.

#### (b) Non-Residential Service

At the request of an owner, the Town will install, own, and maintain underground facilities to new general service and industrial service installations following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

|   |                                                                       |                              |
|---|-----------------------------------------------------------------------|------------------------------|
| 1 | New Service Installations Requiring Only Secondary Voltage Facilities | See Customer Service Policy. |
|---|-----------------------------------------------------------------------|------------------------------|

|   |                                                                            |                              |
|---|----------------------------------------------------------------------------|------------------------------|
| 2 | New Service Installations Requiring Primary Voltage Loop System Facilities | See Customer Service Policy. |
|---|----------------------------------------------------------------------------|------------------------------|

|   |                                                                                       |                                                                                                                                                                                                               |
|---|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | New Service Installations<br>Requiring Primary Voltage<br>Radial Extension Facilities | No charge except for cost difference of<br>single-phase primary facilities exceeding<br>300 feet, or three-phase primary facilities<br>exceeding 500 feet. See Customer Service<br>Policy for secondary fees. |
| 4 | New Bulk Feeder and Sub-feeders                                                       | Cost difference of such primary facilities                                                                                                                                                                    |

### Conversion To Underground

The Town will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

- (1) The Town shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable contribution-in-aid-of-construction equal to the cost difference plus the loss due to early retirement of the existing overhead facilities.
- (2) Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the Town, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies, and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.
- (3) The Town need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
- (4) All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
- (5) Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities. Owner shall locate all nonutility underground facilities before the Town begins installation of any underground facilities. The Town will not be responsible for damage to any nonutility facilities which are not located.

### Estimates

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Town's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

### General Provisions

- (1) Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Town in accord with the current construction design practices of the Town.
- (2) The Town will normally not provide underground service at secondary voltages above 480 volts.
- (3) The Town will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
- (4) Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. New bulk feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner desires to have them installed underground and makes a contribution-in-aid-of-construction equal to the estimated cost difference between underground and overhead facilities. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Town expense.
- (5) New sub-feeders necessary to serve a new underground subdivision or development will be installed underground inside such areas at no charge. New sub-feeders outside such areas normally will be installed overhead unless the owner desires to have them installed underground and makes a payment equal to the estimated cost difference.
- (6) Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.
- (7) Prior to the installation of the underground distribution system by the Town, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Town, payment for these additional expenses shall be made to the Town by the owner. Should established lots of final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities is required by the owner before final grades are established, and either of these conditions results in additional expenses to the Town, payment for these additional expenses shall be made to the Town by the owner.
- (8) Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Town, payment for same will be made by the owner.
- (9) Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.

(10) The Town will make, or adjust, charges to the owner to collect the actual additional costs to the Town due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.

(11) The Town's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The Town shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the Town at any time.

(12) Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.

(13) Underground conductors to provide service to streetlights along public streets, roads, and other public thoroughfares, will be installed a Town expense concurrently with the installation of an underground system for new developments. Where such street light conductors are not installed concurrently with the underground system, subsequent installation of underground conductors will be made at no additional charge where the customer requesting the lights pays the cost of overcoming any man-made obstructions. Subsequent street and area lighting service will be furnished under the applicable rate schedule on file with and approved by the Commission.

(14) The Town will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Town's Service Regulations.



## **Request for Board Action June 3, 2024**

**To:** The Honorable Mayor and Board of Commissioners

**From:** Pattie McGinnis, Finance Director

**Subject:** Adopt FY 2025 Budget Ordinance

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**EXPLAIN REQUEST:**

Request to adopt the FY 2025 Budget Ordinance.

**ACTION RECOMMENDED:**

Approve the FY 2025 original budget ordinance.

**FINANCIAL IMPLICATIONS:**

None

**ATTACHMENTS:**

1. Budget Ordinance - 2024-2025



## 2024-2025 BUDGET ORDINANCE

### Ordinance No. O-2024-7

**WHEREAS**, the Town of Huntersville is required by the North Carolina Local Government Budget and Fiscal Control Act to adopt an annual balanced budget; and

**WHEREAS**, a balanced budget has been prepared for the Town of Huntersville for the fiscal year 2024-2025 under the provisions set forth in the above referenced legislation.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Town of Huntersville adopts the following budget ordinance:

**BE IT ORDAINED** by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1A – The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                                     |               |
|-------------------------------------|---------------|
| Governing Body                      | \$ 521,553    |
| Lake Norman Reg. Economic Dev. Corp | 376,197       |
| Business Investment Grants          | 25,000        |
| Administration                      | 5,437,849     |
| Capital Projects                    | 1,380,391     |
| Town Center/Parking Deck            | 274,760       |
| Planning                            | 1,847,767     |
| Police                              | 21,541,730    |
| Engineering                         | 6,566,089     |
| Public Works                        | 9,410,853     |
| Fleet Services                      | 562,136       |
| Parks and Recreation                | 5,552,157     |
| Fire and Safety                     | 7,773,576     |
| Powell Bill                         | 1,900,000     |
| Storm Water                         | 1,300,000     |
| Tourism Tax                         | 2,440,000     |
| Debt Service                        | 8,072,530     |
|                                     | <hr/>         |
|                                     | \$ 74,982,588 |

Section 1B – It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                          |                      |
|--------------------------|----------------------|
| Ad Valorem Taxes         | \$ 33,487,535        |
| Vehicle Tax              | 2,138,360            |
| Rental Vehicle Tax       | 36,000               |
| Penalties & Interest     | 50,000               |
| Fire Tax                 | 1,602,913            |
| Local Option Sales Tax   | 8,250,000            |
| Transportation Sales Tax | 5,450,000            |
| Utilities Franchise Tax  | 2,750,000            |
| Tele/Satellite Sales Tax | 500,000              |
| Beer & Wine Tax          | 280,000              |
| ABC Revenue              | 150,000              |
| Solid Waste Fee          | 3,167,000            |
| Waste Disposal Fee       | 30,000               |
| School Resource Officer  | 625,525              |
| Police Revenue           | 40,500               |
| Policing ETJ             | 1,400,000            |
| Recreation Fees          | 917,500              |
| Rent from Electricities  | 70,000               |
| Electric Admin. Fund     | 55,000               |
| HFFA Admin. fees         | 40,000               |
| Planning & Zoning        | 41,474               |
| Investment Earnings      | 1,634,195            |
| Rental Income            | 30,001               |
| Misc. Revenue            | 299,000              |
| Occupancy                | 750,000              |
| Prepared Food Tax        | 1,560,000            |
| U Drive it               | 130,000              |
| Powell Bill              | 1,900,000            |
| Storm Water              | 1,300,000            |
| Reimbursement LNREDC     | 376,197              |
| Mecklenburg County - BIP | 45,000               |
| Equity Distribution      | 150,423              |
| General Fund reserve     | 5,725,965            |
| <b>Total Revenue</b>     | <b>\$ 74,982,588</b> |

Section 1C – There is hereby levied a tax at the rate of twenty-two and three quarters cents (\$0.2275) per one hundred dollars (\$100) valuation of the property as listed for taxes as of January 1, 2024, for the purpose of current year property taxes listed under “Ad Valorem Taxes” in the General Fund in Section 1B. This rate is based on an estimated total valuation of property for the purposes of taxation of \$16,278,240,929 and an estimated rate of collection of ninety-eight point five (98.50%).

Section 1D – There is hereby levied a fee of \$154 annually for the purpose of solid waste collection.

Section 2A – The following amounts are hereby appropriated in the Electric Fund for the operation of the Town’s electrical system for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                                |                      |
|--------------------------------|----------------------|
| Electrical System Expenditures | \$ 28,443,798        |
| <b>Total Expenditures</b>      | <b>\$ 28,443,798</b> |

Section 2B – It is estimated that the following revenues will be available in the Electric Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                         |                      |
|-------------------------|----------------------|
| Charges for Electricity | \$ 27,273,139        |
| Other Revenues          | 1,170,659            |
| <b>Total Revenue</b>    | <b>\$ 28,443,798</b> |

Section 3A – The following amounts are hereby appropriated in the Huntersville Family Fitness and Aquatics Center Fund for the operation of the Town’s Fitness and Aquatics Center for the fiscal year beginning July 1, 2024 ending June 30, 2025:

|                                             |                     |
|---------------------------------------------|---------------------|
| Huntersville Family & Aquatics Expenditures | \$ 3,749,984        |
| <b>Total Expenditures</b>                   | <b>\$ 3,749,984</b> |

Section 3B – It is estimated that the following revenues will be available in the Huntersville Family Fitness and Aquatics Center Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                      |                     |
|----------------------|---------------------|
| Joining/Monthly Fees | \$ 1,779,984        |
| Other Revenues       | 1,970,000           |
| <b>Total Revenue</b> | <b>\$ 3,749,984</b> |

Section 4A – The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Transportation Reserve Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                                     |                     |
|-------------------------------------|---------------------|
| Transportation Reserve Expenditures | \$ 1,198,079        |
| <b>Total Expenditures</b>           | <b>\$ 1,198,079</b> |

Section 4B – It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025 based on a fee of \$20 per vehicle.

|                             |                     |
|-----------------------------|---------------------|
| Vehicle Registration Fee    | \$ 970,000          |
| Transportation Fund balance | 228,079             |
| <b>Total Revenue</b>        | <b>\$ 1,198,079</b> |

Section 5A – The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Commerce Station Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                               |                   |
|-------------------------------|-------------------|
| Commerce Station Expenditures | \$ 567,470        |
| <b>Total Expenditures</b>     | <b>\$ 567,470</b> |

Section 5B – It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                               |           |                |
|-------------------------------|-----------|----------------|
| Ad Valorem Tax                | \$        | 320,000        |
| Commerce Station Fund balance |           | 247,470        |
| <b>Total Revenue</b>          | <b>\$</b> | <b>567,470</b> |

Section 6A – The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Land Development Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                               |           |                  |
|-------------------------------|-----------|------------------|
| Land Development Expenditures | \$        | 1,073,671        |
| <b>Total Expenditures</b>     | <b>\$</b> | <b>1,073,671</b> |

Section 6B – It is estimated that the following revenues will be available in the Land Development Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

|                          |           |                  |
|--------------------------|-----------|------------------|
| Land Development revenue | \$        | 1,073,671        |
| <b>Total Revenue</b>     | <b>\$</b> | <b>1,073,671</b> |

Section 7 – The North Carolina Local Government Budget and Fiscal Control Act allows the Board of Commissioners to amend the Budget Ordinance any time during the fiscal year, so long as it complies with the North Carolina General Statutes.

Section 8 – All capital items, (items exceeding \$5,000), are to be approved in accordance with the adopted annual budget. The Finance Officer will maintain a list of approved capital outlay items and any changes must be approved by the Town Manager.

Section 9 – Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding encumbrances as of June 30, 2024 added to each appropriation, as it appears in order to account for the expenditures in the fiscal year they are paid.

Section 10 – A copy of this Budget Ordinance shall be furnished to the Director of Finance for the Town of Huntersville to be kept on file for direction in the disbursement of funds.

Adopted this 3<sup>rd</sup> day of June 2024.

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

\_\_\_\_\_  
Christy Clark, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Sloop, Town Attorney