



AGENDA

Regular Town Board Meeting

April 18, 2022 - 6:00 PM

TOWN HALL (101 Huntersville-Concord Road)

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

1.A. CIP Review. *(Anthony Roberts)*

2. Call to Order

3. Invocation/ Moment of Silence

4. Pledge of Allegiance

5. Staff Questions

6. Public Comments, Requests, or Presentations

6.A. Huntersville 101 Graduation.

6.B. Mecklenburg County Assessor's Office Property Revaluation Presentation.

6.C. Rose Williams, Executive Director, North Carolina League of Municipalities.

7. Agenda Changes/Adoption of Agenda

8. Consent Agenda

8.A. Approve the minutes of the March 7, 2022 Regular Town Board Meeting. *(Janet Pierson)*

8.B. Approve budget amendment appropriating \$20,000 from Recreation Center Sponsorship Funds (Signage Fund) to the Capital Fund to fund double doors at the Huntersville Recreation Center. *(Michael Jaycocks)*

- 8.C. Approve Resolution to award the bid for the Huntersville Athletic Park Athletic Field Conversion Lighting Project and approve the construction contract. (*Michael Jaycocks*)
- 8.D. Approve Amendment to LUESA Interlocal Agreement with Mecklenburg and Cabarrus County. (*Emily Sloop*)
- 8.E. Approve the proposed concept for the mural on one of the picnic tables at Holbrook Park Shelter by Junior Troop 1548. (*Tracy Houk*)
- 8.F. Call a public hearing for Monday, May 16, 2022 at 6:00 p.m. at Huntersville Town Hall to receive comments on the proposed budget for FY23. (*Pattie McGinnis*)

9. Public Hearings

10. Other Business

- 10.A. Consider decision on Petition #R21-17, a request by HFH Partners, LLC to rezone (+/- 3.8 acres) 202, 204, 206, 208 Gilead Rd from Neighborhood Residential District to Traditional Neighborhood Development Urban Conditional District for a mixed-use development (Parcel #s 01712112, 01712111, 01712110, 01712109). (*Brian Richards*)
- 10.B. QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Hill Street Subdivision-Phase 3, a request by Hill Street Bowman, LLC to subdivide 0.401-acres located at the intersection of Hill Street & Huntersville-Concord Road at 13895 Hill Street, Parcel # 01905211, into 6 townhome lots. (*David Peete*)
- 10.C. QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Valea Subdivision, a request by Valea Bowman, LLC to subdivide 31.84 acres located south of Dellwood Drive and east of Central Avenue primarily at 14215 Holbrooks Road into 36 single-family lots. (*Jack Simoneau*)
- 10.D. Consider decision on Petition #TA21-15, a request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 8.7, 12.2.1, 4, 7.10, and 7.11 to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height. (*Jack Simoneau, Kayleigh Mielenz*)
- 10.E. Consider decision on Petition #TA22-01, a request by the Town of Huntersville Planning Department to amend Articles 11.4.3(a), 11.4.9, and 12.2.1 of the Zoning Ordinance to clarify the Down-Zoning definition and initiation of the process. (*Kayleigh Mielenz*)

10.F. Consider adopting edits to the Town Code of Ordinances to Comply with SB 300 and remove preempted ordinances in Chapter 112. *(Emily Sloop)*

10.G. Consider Approving Purchasing and Contracting Policies. *(Emily Sloop)*

11. Mayor and Commissioner Reports/Closing Comments

12. Adjourn

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

We request at least 72-hours' notice prior to the meeting to make the appropriate arrangements.

The Board reserves the right to deviate from the agenda.

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Anthony Roberts, Town Manager

Date: April 18, 2022

Subject: CIP Review.

EXPLAIN REQUEST:

Attached is the overall CIP projects and the detail sheets for each project.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Consolidated CIP projects
2. Listing of projects

PROJECT NAME: Gilead Road West		DEPT: Engineering / Public Works					
PROJECT DESCRIPTION: Widen Gilead Road from just west of Wynfield Creek Parkway to east of McCoy Road to multi-lane divided facility. Improve capacity and reduce congestion by providing additional lanes for more efficient travel.				PROJECT COSTS: Project spent to date 12-30-21 \$ 1,244,372 Remaining to be spent 16,572,128 Total Project costs \$ 17,816,500			
PART A: TOTAL PROJECT BUDGET		\$ 17,816,500					
DESCRIPTION/DETAIL	Prior Yrs	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Planning / Permitting / Design	\$ 1,244,372	\$ 800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,044,372
Right of Way / Utility Relocation / Construct.	-	-	1,620,000	1,000,000	6,920,000	6,232,128	15,772,128
TOTAL	\$ 1,244,372	\$ 800,000	\$ 1,620,000	\$ 1,000,000	\$ 6,920,000	\$ 6,232,128	\$ 17,816,500
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior Yrs	FY 23	FY 24	FY 25	FY 26	FY 27	Total
General Fund Appropriation	\$ -		\$ 542,000	\$ 441,734		\$ -	\$ 983,734
General Obligation Bonds - <u>2020 Bonds issued</u>	5,789,256	-		-	-	-	5,789,256
General Obligation Bonds - <u>2016 Bonds issued</u>	283,510	-	-	-	-	-	283,510
Special Revenue Funds-Designated <u>CRTPO</u>	-	-	920,000	920,000	3,475,000	5,445,000	10,760,000
General Obligation Bonds - <u>Future Refer.</u>							-
TOTAL	\$ 6,072,766	\$ -	\$ 1,462,000	\$ 1,361,734	\$ 3,475,000	\$ 5,445,000	\$ 17,816,500
PART C: OPERATING IMPACTS							
DESCRIPTION/DETAIL	Prior Yrs	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Debt Service - <u>2016 Bonds Issue</u>	\$ 36,245	\$ 17,735	\$ 17,479	\$ 17,223	\$ 16,967	\$ 16,711	\$ 122,360
Debt Service - <u>2020 Bonds Issue</u>		472,349	460,540	448,732	436,923	425,114	2,243,658
TOTAL	\$ 36,245	\$ 490,084	\$ 478,019	\$ 465,955	\$ 453,890	\$ 441,825	\$ 2,366,018

PROJECT NAME: Main Street Upgrades		DEPT: Engineering / Public Works							
PROJECT DESCRIPTION: Provide an alternative route to NC 115 (Old Statesville Rd) through downtown Huntersville by upgrading Main Street and providing connections to NC 115 at Mt. Holly-Huntersville Road and Fourth Street.	PROJECT COSTS: <table style="width: 100%;"> <tr> <td>Project spent to date - 12-30-2021</td> <td style="text-align: right;">\$ 14,234,530</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">9,232,347</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 23,466,877</td> </tr> </table>			Project spent to date - 12-30-2021	\$ 14,234,530	Remaining to be spent	9,232,347	Total Project costs	\$ 23,466,877
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Total Project costs	\$ 23,466,877								

PART A: TOTAL PROJECT BUDGET	\$ 23,466,877						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Planning / Permitting / Design	\$ 827,279	\$ 199,835	\$ -	\$ -	\$ -	\$ -	\$ 1,027,114
Right of Way / Utility Relocation / Construction	13,407,250	1,418,611	7,613,901		-	-	22,439,762
TOTAL	\$ 14,234,530	\$ 1,618,446	\$ 7,613,901	\$ -	\$ -	\$ -	\$ 23,466,877

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
General Fund Appropriation	\$ 3,892,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,892,932
General Obligation Bonds - <u>2016 Bond issue</u>	4,000,000	-	-	-	-	-	4,000,000
General Obligation Bonds - <u>2020 Bond issue</u>	2,939,943	-	-	-	-	-	2,939,943
Special Revenue Funds- <u>Designated BA/DA funds</u>	6,659,695	1,081,882	4,892,424	-	-	-	12,634,001
Other(Describe)_____							
TOTAL	\$ 17,492,571	\$ 1,081,882	\$ 4,892,424	\$ -	\$ -	\$ -	\$ 23,466,877

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Debt Service - <u>2016 Bonds Issue</u>	\$ 506,114	\$ 247,622	\$ 243,998	\$ 240,374	\$ 236,750	\$ 233,126	\$ 1,707,984
Debt Service - <u>2020 Bonds Issue</u>	-	287,267	280,085	272,903	265,722	258,540	1,364,517
TOTAL	\$ 506,114	\$ 534,889	\$ 524,083	\$ 513,277	\$ 502,472	\$ 491,666	\$ 3,072,501

PROJECT NAME: South Prong Clarke Creek Greenway		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: The Town of Huntersville has entered into an agreement with Mecklenburg County to fast track this greenway. The Town has committed to fund the planning and design in FY 23 and the County has committed to fund the construction in FY 25. The South Prong Clarke Creek Greenway will run from Church Street to Ashbury Chapel Road. This greenway will be over 3 miles and will connect more than 4,000 residents.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 1-3-2022</td> <td style="text-align: right; width: 20%;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">1,500,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 1,500,000</td> </tr> </table>			Project spent to date - 1-3-2022	\$ -	Remaining to be spent	1,500,000	Total Project costs	\$ 1,500,000
Project spent to date - 1-3-2022	\$ -								
Remaining to be spent	1,500,000								
Total Project costs	\$ 1,500,000								

PART A: TOTAL PROJECT BUDGET		\$1,500,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design/Construction	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
General Obligation - Future Referendum	-	-	-	-	-	-
Special Revenue Funds-Designated _____						
Other(Describe) - <u>PARTF grant</u>						
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

PART C: OPERATING IMPACTS						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost						
Personnel						
Other Operation Cost; Grounds Maintenance						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Patterson Road Extension		DEPT: Engineering / Public Works							
PROJECT DESCRIPTION: Extend Patterson Road from dead end to Vanstory Drive. Extend Patterson Road to provide better connectivity and improved emergency access to areas inside The Park as well as a secondary emergency access to parcels along Patterson Road.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date-1/10/22</td> <td style="text-align: right;">\$ 1,335,478</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">1,414,522</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 2,750,000</td> </tr> </table>		Project spent to date-1/10/22	\$ 1,335,478	Remaining to be spent	1,414,522	Total Project costs	\$ 2,750,000
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Remaining to be spent	1,414,522								
Total Project costs	\$ 2,750,000								

PART A: TOTAL PROJECT BUDGET		\$2,750,000					
DESCRIPTION/DETAIL	Prior Years	FY23	FY24	FY25	FY26	FY27	Total
Design / Right of Way / Utility Relocation / Construction	\$ 1,335,478	\$ 1,414,522	\$ -	\$ -	\$ -	\$ -	\$ 2,750,000
	-						
TOTAL	\$ 1,335,478	\$ 1,414,522	\$ -	\$ -	\$ -	\$ -	\$ 2,750,000

PART B: FUNDING SOURCES	
DESCRIPTION/DETAIL	Prior Years
	FY23
	FY24
	FY25
	FY26
	FY27
	Total
General Fund Appropriation	\$ 350,000
General Obligation Bonds - <u>2020 Bonds</u>	1,011,019
General Obligation Bonds - <u>Future Referendum</u>	
Special Revenue Funds- <u>Transportation Reserve</u>	1,388,981
Other(Describe) -	
TOTAL	\$ 1,361,019

PART C: OPERATING IMPACTS	
DESCRIPTION/DETAIL	Prior Years
	FY23
	FY24
	FY25
	FY26
	FY27
	Total
Debt Service	\$ 157,190
Facility Operating Cost	75,611
Personnel	73,621
Other Operation Cost; Grounds Maintenance	71,631
	69,641
	67,651
TOTAL	\$ 515,345

PROJECT NAME: Richard Barry Park Restroom and Parking lot PROJECT DESCRIPTION: Add additional parking lot and new restroom building at Barry Park. The new restroom building will help accommdate the heavy volumes of users during peak usage and will be accessible to the upper fields. This expansion is recommended in the 2030 Parks and Recreation Master Plan.	DEPT: Parks and Recreation PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 1-6-2021</td> <td style="width: 20%; text-align: right;">\$ 13,212</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;"><u>1,336,788</u></td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right;"><u>\$ 1,350,000</u></td> </tr> </table>	Project spent to date - 1-6-2021	\$ 13,212	Remaining to be spent	<u>1,336,788</u>	Total Project costs	<u>\$ 1,350,000</u>
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Remaining to be spent	<u>1,336,788</u>						
Total Project costs	<u>\$ 1,350,000</u>						

PART A: TOTAL PROJECT BUDGET	\$1,350,000																																																																
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Design/Construction	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$ 13,212</td> <td style="width: 12.5%;">1,336,788</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ 1,350,000</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td>TOTAL</td> <td>\$ 13,212</td> <td>1,336,788</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td style="text-align: right;">\$ 1,350,000</td> </tr> </table>	\$ 13,212	1,336,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000																																																	TOTAL	\$ 13,212	1,336,788	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
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General Fund Appropriation/Tourism fund	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$ 100,000</td> <td style="width: 12.5%;">1,250,000</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ 1,350,000</td> </tr> <tr><td>General Obligation Bonds- <u>Future Referendum</u></td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>Special Revenue Funds-Designated</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td>TOTAL</td> <td>\$ 100,000</td> <td>1,250,000</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td>\$ -</td> <td style="text-align: right;">\$ 1,350,000</td> </tr> </table>	\$ 100,000	1,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000	General Obligation Bonds- <u>Future Referendum</u>								Special Revenue Funds-Designated																																TOTAL	\$ 100,000	1,250,000	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
\$ 100,000	1,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000																																																		
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PART C: OPERATING IMPACTS																																									
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Debt Service	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%;">\$ -</td> <td style="width: 12.5%; text-align: right;">\$ -</td> </tr> <tr><td>Facility Operating Cost</td><td>-</td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>Personnel</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>Other Operation Cost; Grounds Maintenance</td><td> </td><td>7,000</td><td>7,000</td><td>7,000</td><td>7,000</td><td>7,000</td><td style="text-align: right;">35,000</td></tr> <tr> <td>TOTAL</td> <td>\$ -</td> <td>\$ 7,000</td> <td>\$ 7,000</td> <td>\$ 7,000</td> <td>\$ 7,000</td> <td>\$ 7,000</td> <td style="text-align: right;">\$ 28,000</td> </tr> </table>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Facility Operating Cost	-	-						Personnel								Other Operation Cost; Grounds Maintenance		7,000	7,000	7,000	7,000	7,000	35,000	TOTAL	\$ -	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 28,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																		
Facility Operating Cost	-	-																																							
Personnel																																									
Other Operation Cost; Grounds Maintenance		7,000	7,000	7,000	7,000	7,000	35,000																																		
TOTAL	\$ -	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 28,000																																		

PROJECT NAME: David Kenney Farm Connection**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Extend David Kenny Farm Road to the east to connect to Birkdale Commons Parkway at Devonshire Drive. Intersection to be a roundabout. Connection provides secondary access to neighborhood.

PROJECT COSTS:

Project spent to date-12-29-2021	\$ 263,079
Remaining to be spent	1,736,921
Total Project costs	<u>\$ 2,000,000</u>

PART A: TOTAL PROJECT BUDGET**\$2,000,000****DESCRIPTION/DETAIL**

<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
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Design / Right of Way / Utility Relocation / Construction

\$ 263,079	\$ 461,467	\$ 1,275,454	\$ -	\$ -	\$ -	\$ 2,000,000
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TOTAL

\$ 263,079	\$ 461,467	\$ 1,275,454	\$ -	\$ -	\$ -	\$ 2,000,000
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PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
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General Fund Appropriation

\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
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General Obligation Bonds - 2020 Bonds

506,887		-	-	-	-	506,887
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Special Revenue Funds-Transportation Reserve

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General Obligation Bonds - Future Referendum

	-	493,113				493,113
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TOTAL

\$ 506,887	\$ 1,000,000	\$ 493,113	\$ -	\$ -	\$ -	\$ 2,000,000
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PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
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Debt Service

\$ 50,000	\$ 48,750	\$ 47,500	\$ 46,250	45,000	44,525	\$ 282,025
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Facility Operating Cost

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Personnel

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Other Operation Cost; Grounds Maintenance

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TOTAL

\$ 50,000	\$ 48,750	\$ 47,500	\$ 46,250	\$ 45,000	\$ 44,525	\$ 282,025
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PROJECT NAME: Arahova**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Rebuild roundabout at the intersection of Arahova Drive at Boulder Park Drive.

PROJECT COSTS:

Project spent to date - 12-29-2021	\$ 7,704
Remaining to be spent	1,292,296
Total Project costs	<u>\$ 1,300,000</u>

PART A: TOTAL PROJECT BUDGET**\$1,300,000****DESCRIPTION/DETAIL**

Construction

TOTAL

<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 7,704	\$ 499,183	\$ 793,113	\$ -	\$ -	\$ -	\$ 1,300,000
\$ 7,704	\$ 499,183	\$ 793,113	\$ -	\$ -	\$ -	\$ 1,300,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

General Fund Appropriation

General Obligation Bonds - 2020 BondsSpecial Revenue Funds-Transportation ReserveGeneral Obligation Bonds - Future Referendum**TOTAL**

<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ -	793,113	\$ -	\$ -	\$ -	\$ -	\$ 793,113
506,887	-	-	-	-	-	506,887
\$ 506,887	\$ 793,113	\$ -	\$ -	\$ -	\$ -	\$ 1,300,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

TOTAL

<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 50,000	\$ 48,750	\$ 47,500	\$ 46,250	\$ 45,000	\$ 44,525	\$ 282,025
\$ 50,000	\$ 48,750	\$ 47,500	\$ 46,250	\$ 45,000	\$ 44,525	\$ 282,025

PROJECT NAME: Ferrelltown Parkway PROJECT DESCRIPTION: Extend Ferrelltown Parkway thoroughfare from Keyes Meadow Wy to Ramah Church Road. Add turn lanes on Ramah Church Road at Ferrelltown Parkway. Fix sight distance issue along Ramah Church Road.		DEPT: Engineering / Public Works PROJECT COSTS: Project spent to date-12-29-2021 \$ 52,080 Remaining to be spent <u>3,747,920</u> Total Project costs <u>\$ 3,800,000</u>	
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PART A: TOTAL PROJECT BUDGET	\$3,800,000						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 52,080	\$ 320,420	\$ 3,427,500	\$ -	\$ -	\$ -	\$ 3,800,000
TOTAL	\$ 52,080	\$ 320,420	\$ 3,427,500	\$ -	\$ -	\$ -	\$ 3,800,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ 392,500	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 1,142,500
General Obligation Bonds - <u>Future Referendum</u>			2,657,500				2,657,500
Special Revenue Funds- <u>Transportation Reserve Fund</u>							
TOTAL	\$ 392,500	\$ 750,000	\$ 2,657,500	\$ -	\$ -	\$ -	\$ 3,800,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ 164,000	\$ 160,925	\$ 157,850	\$ 154,775	\$ 637,550
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ 164,000	\$ 160,925	\$ 157,850	\$ 154,775	\$ 637,550

PROJECT NAME: Seagle Street - McCord to NC73**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Project constructs roadway on new location for Church Street from McCord Road to NC73. Project adds alternative parallel route to NC115.

Developer plans to construct portion of the section.

PROJECT COSTS:

Project spent to date-1/27/22	\$ 236,600
Remaining to be spent	1,513,400
Total Project costs	<u>\$ 1,750,000</u>

PART A: TOTAL PROJECT BUDGET**DESCRIPTION/DETAIL****\$1,750,000**

Design / Right of Way / Utility Relocation / Construction

<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 236,600	\$ 513,400	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,750,000
-						-
TOTAL	\$ 236,600	\$ 513,400	\$ 1,000,000	\$ -	\$ -	\$ 1,750,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

General Fund Appropriation

General Obligation Bonds - Future ReferendumSpecial Revenue Funds-Transportation Reserve

Other(Describe) -

<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 250,000	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
		750,000				750,000
						-
						-
						-
						-
TOTAL	\$ 250,000	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 1,750,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ -	\$ -	\$ 62,000	\$ 61,500	\$ 61,000	\$ 60,500	\$ 245,000
	-	-	-	-	-	-
	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ 62,000	\$ 61,500	\$ 61,000	\$ 60,500

PROJECT NAME: Huntersville Athletic Park (HAP)		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: The two current turfed infields at HAP are over 13 years old and will need to be replaced this year. We are recommending to turf the other two baseball infields when we replace the existing two fields. Partnership with LNCS has been approved for \$150,000.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 1-3-2022</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">750,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 750,000</td> </tr> </table>		Project spent to date - 1-3-2022	\$ -	Remaining to be spent	750,000	Total Project costs	\$ 750,000
Project spent to date - 1-3-2022	\$ -								
Remaining to be spent	750,000								
Total Project costs	\$ 750,000								

PART A: TOTAL PROJECT BUDGET		\$750,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design / Construction	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000
						-
TOTAL	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000
General Obligation Bonds - <u>Future Referendum</u>	-	-	-	-	-	-
Special Revenue Funds-Designated						
Other(Describe) - LN Charter School	15,000	15,000	15,000	15,000	15,000	75,000
User fees	-					-
TOTAL	\$ 765,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 825,000

PART C: OPERATING IMPACTS						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost						
Personnel						
Other Operation Cost; Grounds Maintenance						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Commerce Centre Drive**DEPT:** Engineering/Public Works**PROJECT DESCRIPTION:**

Realign and connect Commerce Centre Drive to Holbrook Street.
Includes modification to future traffic signal.

PROJECT COSTS:

Project spent to date - 12-29-2021	104,324
Remaining to be spent	1,195,676
Total Project costs	<u>\$ 1,300,000</u>

PART A: TOTAL PROJECT BUDGET**\$1,300,000****DESCRIPTION/DETAIL**

	<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 104,324	\$ 895,676	\$ 300,000	\$ -	\$ -	\$ -	\$ 1,300,000
TOTAL	\$ 104,324	\$ 895,676	\$ 300,000	\$ -	\$ -	\$ -	\$ 1,300,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

	<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ 400,000	\$ 600,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 1,300,000
General Obligation Bonds - <u>Future Referendum</u>	-	-	-	-	-	-	-
Special Revenue Funds-Designated _____							
Other(Describe)_____							
TOTAL	\$ 400,000	\$ 600,000	\$ 300,000	\$ -	\$ -	\$ -	\$ 1,300,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

	<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Huntington Green Sidewalk**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Project constructs new sidewalk along the north side of Hambright Road and the east side of McCoy Road connecting the Lake Norman Charter Elementary School to existing sidewalk along McCoy Road north of McIlwaine Road.

PROJECT COSTS:

Project spent to date-12-30-2021	\$ 266,538
Remaining to be spent	<u>2,383,462</u>
Total Project costs	<u>\$ 2,650,000</u>

PART A: TOTAL PROJECT BUDGET**\$2,650,000****DESCRIPTION/DETAIL**

Design / Right of Way / Utility Relocation / Construction

<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 266,538	\$ 522,300	\$ 1,861,162	\$ -	\$ -	\$ -	\$ 2,650,000
-						-
TOTAL	\$ 266,538	\$ 522,300	\$ 1,861,162	\$ -	\$ -	\$ 2,650,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

General Fund Appropriation

General Obligation Bonds - Future ReferendumSpecial Revenue Funds-Transportation Reserve

Other(Describe) - CDBG

<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 3,685	\$ 500,000	\$ 1,429,471	\$ -	\$ -	\$ -	1,933,156
						-
						-
716,844						716,844
						-
						-
TOTAL	\$ 720,529	\$ 500,000	\$ 1,429,471	\$ -	\$ -	\$ 2,650,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-
	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Church Street - Holbrooks to Dellwood**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Construct Church Street on new alignment from Dellwood Drive to Holbrooks Road.

PROJECT COSTS:

Project spent to date-12-29-2021	\$ 327,373
Remaining to be spent	2,422,627
Total Project costs	<u>\$ 2,750,000</u>

PART A: TOTAL PROJECT BUDGET**\$2,750,000****DESCRIPTION/DETAIL****Prior year****FY23****FY24****FY25****FY26****FY27****Total**

Design / Right of Way / Utility Relocation / Construction

\$ 327,373	\$ 500,000	\$ 1,922,627	\$ -	\$ -	\$ -
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\$ 2,750,000

TOTAL

\$ 327,373	\$ 500,000	\$ 1,922,627	\$ -	\$ -	\$ -
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\$ 2,750,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL****Prior year****FY23****FY24****FY25****FY26****FY27****Total**

General Fund Appropriation

\$ 370,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -
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\$ 870,000

General Obligation Bonds - 2020 Bonds

-				-	-
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-

Future Referendum

-		1,880,000	-		
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1,880,000

Other(Describe)

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TOTAL

\$ 370,000	\$ 500,000	\$ 1,880,000	\$ -	\$ -	\$ -
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\$ 2,750,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL****Prior year****FY23****FY24****FY25****FY26****FY27****Total**

Debt Service

\$ -	\$ -	\$ 124,000	\$ 121,675	\$ 119,350	\$ 117,025
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\$ 482,050

Facility Operating Cost

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Personnel

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Other Operation Cost; Grounds Maintenance

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TOTAL

\$ -	\$ -	\$ 124,000	\$ 121,675	\$ 119,350	\$ 117,025
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\$ 482,050

PROJECT NAME: Waymer Park Improvements**DEPT:** Park & Recreation**PROJECT DESCRIPTION:**

Replace playground, pave walking trail, upgrade fencing on basketball courts to be multipurpose. This will provide a safer and more accessible amenities.

SERVICE IMPACTS:

Project spent to date - 1-3-22	\$ -
Remaining to be spent	350,000
	<u>\$ 350,000</u>

PART A: TOTAL PROJECT BUDGET**\$350,000****DESCRIPTION/DETAIL****FY 23****FY 24****FY 25****FY 26****FY 27****Total**

Playground, walking trail, upgrade fencing

\$ 350,000	\$ -	\$ -	\$ -	\$ -
\$ 350,000	\$ -	\$ -	\$ -	\$ -

\$ 350,000
-
-
-
-
\$ 350,000

TOTAL**PART B: FUNDING SOURCES****DESCRIPTION/DETAIL****FY 23****FY 24****FY 25****FY 26****FY 27****Total**

General Fund Appropriation

General Obligation Bonds- Future Referendum

Special Revenue Funds-Designated

\$ 350,000	\$ -	\$ -	\$ -	\$ -
\$ 350,000	\$ -	\$ -	\$ -	\$ -

\$ 350,000
-
-
-
-
-
-
-
\$ 350,000

TOTAL**PART C: OPERATING IMPACTS****DESCRIPTION/DETAIL****FY 23****FY 24****FY 25****FY 26****FY 27****Total**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -

\$ -
-
-
-
-
\$ -

TOTAL

PROJECT NAME: Beatties Ford Rd / Gilead Road	DEPT: Engineering / Public Works						
PROJECT DESCRIPTION: Construct turn lanes at intersection of Beatties Ford Road at Gilead Road. Improve safety and peak-hour traffic flow at intersection by adding turn lanes and a traffic signal if warranted.	PROJECT COSTS: <table style="width: 100%;"> <tr> <td>Project spent to date - 12-29-2021</td> <td style="text-align: right;">\$ 309,091</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;"><u>2,190,909</u></td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right;"><u>\$ 2,500,000</u></td> </tr> </table>	Project spent to date - 12-29-2021	\$ 309,091	Remaining to be spent	<u>2,190,909</u>	Total Project costs	<u>\$ 2,500,000</u>
Project spent to date - 12-29-2021	\$ 309,091						
Remaining to be spent	<u>2,190,909</u>						
Total Project costs	<u>\$ 2,500,000</u>						

PART A: TOTAL PROJECT BUDGET	\$2,500,000
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u> <u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Total</u>
Design / Right of Way/Utility Relocation/Construction	\$ 309,091 \$ 908,041 \$ 1,282,868 \$ - \$ - \$ - \$ 2,500,000
TOTAL	\$ 309,091 \$ 908,041 \$ 1,282,868 \$ - \$ - \$ - \$ 2,500,000

PART B: FUNDING SOURCES	
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u> <u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Total</u>
General Fund Appropriation	\$ - \$ 307,400 \$ - \$ - \$ - \$ - \$ 307,400
General Obligation Bonds - <u>2020 Bonds</u>	1,217,132 - - - - - 1,217,132
Special Revenue Funds: <u>Transportation Reserve</u>	612,868 612,868
Escrow - Birkdale	- 362,600 362,600
TOTAL	\$ 1,217,132 \$ 307,400 \$ 975,468 \$ - \$ - \$ - \$ 2,500,000

PART C: OPERATING IMPACTS	
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u> <u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Total</u>
Debt Service	\$ 120,000 \$ 117,000 \$ 114,000 \$ 111,000 \$ 108,000 \$ 106,000 \$ 676,000
Facility Operating Cost	
Personnel	
Other Operation Cost; Grounds Maintenance	
TOTAL	\$ 120,000 \$ 117,000 \$ 114,000 \$ 111,000 \$ 108,000 \$ 106,000 \$ 676,000

PROJECT NAME: North Mecklenburg Park Field Project PROJECT DESCRIPTION: These heavily used natural grass fields have issues with drainage and areas have settled, which keeps the fields from drying out. This project includes regrading to provide correct drainage and re-sprigging the fields.	DEPT: Parks and Recreation PROJECT COSTS: Project spent to date - 1-3-2022 \$ - Remaining to be spent 2,500,000 Total Project costs <u>\$ 2,500,000</u>
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PART A: TOTAL PROJECT BUDGET	\$2,500,000	
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>
	<u>FY25</u>	<u>FY26</u>
	<u>FY27</u>	<u>Future</u>
	<u>Total</u>	
Regrade and re-sprig fields	\$ 300,000	\$ -
TOTAL	\$ 300,000	\$ -

PART B: FUNDING SOURCES		
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>
	<u>FY25</u>	<u>FY26</u>
	<u>FY27</u>	<u>FY27</u>
	<u>Total</u>	
General Fund Appropriation	\$ 300,000	\$ -
General Obligation Bonds - <u>Future Referendum</u>	-	-
Future funding		2,200,000
	-	
	-	
TOTAL	\$ 300,000	\$ -

PART C: OPERATING IMPACTS		
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>
	<u>FY25</u>	<u>FY26</u>
	<u>FY27</u>	<u>FY27</u>
	<u>Total</u>	
Debt Service	\$ -	
Facility Operating Cost		
Personnel		
Other Operation Cost; Grounds Maintenance		
TOTAL	\$ -	\$ -

PROJECT NAME: Seagle Street - 4th Street		DEPT: Engineering/Public Works					
PROJECT DESCRIPTION:		PROJECT COSTS:					
Improvements to 890 LF of Seagle Street from Ramah Church Road to 4th Street and 4th Street from Seagle Street to Glendale Drive.		Project spent to date - 12-29-2021 \$ 315,285					
These roads will be widened, install drainage, curb and gutter, sidewalk and resurface the roads.		Remaining to be spent 1,184,715					
		Total Project costs \$ 1,500,000					
PART A: TOTAL PROJECT BUDGET		\$1,500,000					
DESCRIPTION/DETAIL	Prior years	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Design / Right of Way/Utility Relocation/Construction	\$ 315,285	\$ 1,184,715	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
TOTAL	\$ 315,285	\$ 1,184,715	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior years	FY 23	FY 24	FY 25	FY 26	FY 27	Total
General Fund Appropriation							
Lease Purchase Financing/Debt Service							
General Obligation Bonds							
Special Revenue Funds Transportation Reserve Fund	\$ 1,300,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Other(Describe)_____							
TOTAL	\$ 1,300,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
PART C: OPERATING IMPACTS							
DESCRIPTION/DETAIL	FY 21	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Abernathy Park Improvements	DEPT: Park & Recreation
PROJECT DESCRIPTION: Replace playground, ballfield fencing, landscaping and add a plaza area. This will provide a safer and more accessible amenities.	SERVICE IMPACTS: Project spent to date - 1-3-22 Remaining to be spent \$ - 200,000 \$ 200,000

PART A: TOTAL PROJECT BUDGET	\$200,000																																				
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u> <u>FY 24</u> <u>FY 25</u> <u>FY 26</u> <u>FY 27</u> <u>Total</u>																																				
Park improvements	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.66%; text-align: right;">\$ 200,000</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ 200,000</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$ 200,000</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ 200,000</td> </tr> </table>	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000						-						-						-						-	TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000																																
					-																																
					-																																
					-																																
					-																																
TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000																																

PART B: FUNDING SOURCES																																											
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u> <u>FY 24</u> <u>FY 25</u> <u>FY 26</u> <u>FY 27</u> <u>Total</u>																																										
General Fund Appropriation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.66%; text-align: right;">\$ 200,000</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ 200,000</td> </tr> <tr><td>General Obligation Bonds- <u>Future Referendum</u></td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td>Special Revenue Funds-Designated</td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$ 200,000</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ 200,000</td> </tr> </table>	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	General Obligation Bonds- <u>Future Referendum</u>					-	Special Revenue Funds-Designated					-						-						-						-	TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000																																						
General Obligation Bonds- <u>Future Referendum</u>					-																																						
Special Revenue Funds-Designated					-																																						
					-																																						
					-																																						
					-																																						
TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000																																						

PART C: OPERATING IMPACTS																																					
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u> <u>FY 24</u> <u>FY 25</u> <u>FY 26</u> <u>FY 27</u> <u>Total</u>																																				
Debt Service	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> <td style="width: 16.66%; text-align: right;">\$ -</td> </tr> <tr><td>Facility Operating Cost</td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td>Personnel</td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td>Other Operation Cost; Grounds Maintenance</td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td style="text-align: right;">-</td></tr> <tr> <td style="text-align: right;">TOTAL</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> </table>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Facility Operating Cost					-	Personnel					-	Other Operation Cost; Grounds Maintenance					-						-	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -																																
Facility Operating Cost					-																																
Personnel					-																																
Other Operation Cost; Grounds Maintenance					-																																
					-																																
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -																																

PROJECT NAME: Gibson Park Drive Phase 2				DEPT: Engineering/Public Works			
PROJECT DESCRIPTION: Improvements to 700 LF of Gibson Park Drive from Church Street to Drake Hill Drive including right of way acquisition, widening, drainage, curb & gutter, sidewalk and resurfacing. Excludes railroad crossing. Improve safety and traffic flow for increasing volumes between Vermillion development and NC 115.				PROJECT COSTS: Project spent to date - 12-29-2021 \$ 202,512 Remaining to be spent <u>697,488</u> Total Project costs <u>\$ 900,000</u>			

PART A: TOTAL PROJECT BUDGET		\$900,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 202,512	\$ 697,488	\$ -	\$ -	\$ -	\$ -	\$ 900,000
TOTAL	\$ 202,512	\$ 697,488	\$ -	\$ -	\$ -	\$ -	\$ 900,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
General Fund Appropriation	\$ 121,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,470
General Obligation Bonds - <u>2020 Bonds</u>	636,522	-	-	-	-	-	636,522
Special Revenue Funds- <u>Transportation Reserve Fund</u>		142,008					142,008
Other(Describe)_____							
TOTAL	\$ 757,992	\$ 142,008	\$ -	\$ -	\$ -	\$ -	\$ 900,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Debt Service	\$ 75,000	\$ 73,125	\$ 71,250	\$ 69,375	\$ 67,500	\$ 67,263	\$ 423,513
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ 75,000	\$ 73,125	\$ 71,250	\$ 69,375	\$ 67,500	\$ 67,263	\$ 423,513

PROJECT NAME: The Park Huntersville Greenway				DEPT: Parks and Recreation									
PROJECT DESCRIPTION: The Town has been awarded a \$1.745 million matching grant from CRTPO for the Park at Huntersville Greenway. This greenway will extend the existing Torrence Creek Greenway to the east through the park up to Mt. Holly-Huntersville Road.				PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 1-3-2022</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">3,492,050</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 3,492,050</td> </tr> </table>				Project spent to date - 1-3-2022	\$ -	Remaining to be spent	3,492,050	Total Project costs	\$ 3,492,050
Project spent to date - 1-3-2022	\$ -												
Remaining to be spent	3,492,050												
Total Project costs	\$ 3,492,050												

PART A: TOTAL PROJECT BUDGE							
\$3,492,050							
DESCRIPTION/DETAIL	Prior year	FY23	FY24	FY25	FY26	FY27	Total
Design/Construction	\$ -	\$ 280,000	\$ 515,200	\$ -	\$ -	\$ 2,696,850	\$ 3,492,050
TOTAL		\$ 280,000	\$ 515,200	\$ -	\$ -	\$ 2,696,850	\$ 3,492,050

PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior year	FY23	FY24	FY25	FY26	FY27	Total
General Fund Appropriation	\$ 140,000	\$ 140,000	\$ 257,600	\$ -	\$ -	\$ -	\$ 537,600
General Obligation Bonds - <u>Future Referendum</u>		-	-	-	-	1,348,425	1,348,425
Future funding							-
Other(Describe) - <u>CRTPO match</u>			257,600			1,348,425	1,606,025
TOTAL	\$ 140,000	\$ 140,000	\$ 515,200	\$ -	\$ -	\$ 2,696,850	\$ 3,492,050

PART C: OPERATING IMPACTS							
DESCRIPTION/DETAIL	Prior year	FY23	FY24	FY25	FY26	FY27	Total
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,066	\$ 30,066
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,066	\$ 30,066

PROJECT NAME: Stumptown Road Extension	DEPT: Engineering / Public Works						
PROJECT DESCRIPTION: Project constructs a roadway on new alignment from NC 115/ Stumptown Road intersection to Aberfield Road/Stumptown Road intersection. Roadway would be integral in providing east/west connectivity and remove traffic from NC 115 congested area.	PROJECT COSTS: <table style="width: 100%;"> <tr> <td>Project spent to date - 12-29-2021</td> <td style="text-align: right;">\$ 596,668</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">9,403,332</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 10,000,000</td> </tr> </table>	Project spent to date - 12-29-2021	\$ 596,668	Remaining to be spent	9,403,332	Total Project costs	\$ 10,000,000
Project spent to date - 12-29-2021	\$ 596,668						
Remaining to be spent	9,403,332						
Total Project costs	\$ 10,000,000						

PART A: TOTAL PROJECT BUDGET	\$10,000,000
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u> <u>FY 23</u> <u>FY 24</u> <u>FY 25</u> <u>FY 26</u> <u>FY 27</u> <u>Total</u>
Planning / Permitting / Design	\$ 596,668 \$ 812,390 \$ - \$ - \$ - \$ - \$ 1,409,058
Right of Way / Utility Relocation / Construction	- - 1,000,000 1,000,000 6,590,942 - 8,590,942
TOTAL	\$ 596,668 \$ 812,390 \$ 1,000,000 \$ 1,000,000 \$ 6,590,942 \$ - \$ 10,000,000

PART B: FUNDING SOURCES	
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u> <u>FY 23</u> <u>FY 24</u> <u>FY 25</u> <u>FY 26</u> <u>FY 27</u> <u>Total</u>
General Fund Appropriation	\$ 1,409,058 \$ - \$ - \$ - \$ - \$ - \$ 1,409,058
Future Referendum	- - 6,490,942 2,100,000 - - 8,590,942
Special Revenue Funds-Designated _____	
Other(Describe)_____	
TOTAL	\$ 1,409,058 \$ - \$ 6,490,942 \$ 2,100,000 \$ - \$ - \$ 10,000,000

PART C: OPERATING IMPACTS	
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u> <u>FY 23</u> <u>FY 24</u> <u>FY 25</u> <u>FY 26</u> <u>FY 27</u> <u>Total</u>
Debt Service	\$ - \$ - \$ 519,275 \$ 509,539 \$ 499,803 \$ 409,066 \$ 1,937,683
Facility Operating Cost	
Personnel	
Other Operation Cost; Grounds Maintenance	
TOTAL	\$ - \$ - \$ 519,275 \$ 509,539 \$ 499,803 \$ 409,066 \$ 1,937,683

PROJECT NAME: Beatties Ford Rd / McCoy Rd		DEPT: Engineering / Public Works	
PROJECT DESCRIPTION: Realign and construct turn lanes at intersection of Beatties Ford Road at Gilead Road. Improve safety and peak-hour traffic flow at intersection by adding turn lanes and a traffic signal if warranted.		PROJECT COSTS: Project spent to date - 12-29-2021 \$ 312,728 Remaining to be spent <u>2,387,272</u> Total Project costs <u>\$ 2,700,000</u>	

PART A: TOTAL PROJECT BUDGET		\$2,700,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 312,728	\$ 436,196	\$ 1,951,076	\$ -	\$ -	\$ -	\$ 2,700,000
	-			-	-	-	-
TOTAL	\$ 312,728	\$ 436,196	\$ 1,951,076	\$ -	\$ -	\$ -	\$ 2,700,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>	1,520,661	-	-				1,520,661
Special Revenue Funds: <u>Transportation Reserve</u>							
General Obligation Bonds - <u>Future Referendum</u>			1,179,339				1,179,339
TOTAL	\$ 1,520,661	\$ -	\$ 1,179,339	\$ -	\$ -	\$ -	\$ 2,700,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Debt Service	\$ 150,000	\$ 146,250	\$ 142,500	\$ 138,750	\$ 135,000	\$ 134,525	\$ 847,025
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ 150,000	\$ 146,250	\$ 142,500	\$ 138,750	\$ 135,000	\$ 134,525	\$ 847,025

PROJECT NAME: Holbrook Park Expansion**DEPT:** Parks and Recreation**PROJECT DESCRIPTION:**

This park expansion was identified in the 2030 Parks and Recreation Master Plan. This park will help serve the residential growth coming to downtown and will help provide and secure green space in the heart of downtown. The goal is to purchase land surrounding Holbrook Park and develop a park specific master plan to determine amenities requested by the community.

PROJECT COSTS:

Project spent to date - 1-3-2022

\$ -

Remaining to be spent

2,120,000

Total Project costs

\$ 2,120,000**PART A: TOTAL PROJECT BUDGET****\$2,120,000****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY 26****FY 27****Future****Total**

Land Purchase

\$ - \$ 800,000 \$ - \$ - \$ - \$ -

\$ 800,000

Design

- 120,000 - - - -

120,000

Development

- - - - - 1,200,000

1,200,000

TOTAL

\$ - \$ 920,000 \$ - \$ - \$ - \$ 1,200,000

\$ 2,120,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL****FY23****FY24****FY25****FY 26****FY 27****Future****Total**

General Fund Appropriation

\$ - \$ - \$ - \$ - \$ - \$ -

\$ -

General Obligation Bonds - Future Park Referendum

- 920,000 - - - 1,200,000

2,120,000

TOTAL

\$ - \$ 920,000 \$ - \$ - \$ - \$ 1,200,000

\$ 2,120,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL****FY23****FY24****FY25****FY 26****FY 27****Future****Total**

Debt Service

\$ - \$ 169,900 \$ 166,420 \$ 163,240 \$ 160,060 \$ 160,060

\$ 819,680

Facility Operating Cost

- - - - -

-

Personnel

- - - - -

-

Other Operation Cost; Grounds Maintenance

- - - - -

-

TOTAL

\$ - \$ 169,900 \$ 166,420 \$ 163,240 \$ 160,060 \$ 160,060

\$ 659,620

PROJECT NAME: Beatties Ford Road / Hambright Road				DEPT: Engineering/Public Works			
PROJECT DESCRIPTION: Construct turn lanes at intersection of Beatties Ford Road at Hambright Road. Improve safety and peak-hour traffic flow at intersection by adding turn lanes and a traffic signal.				PROJECT COSTS: Project spent to date - 12-29-2021 \$ 114,153 Remaining to be spent 1,635,847 Total Project costs <u>\$ 1,750,000</u>			
PART A: TOTAL PROJECT BUDGET				\$1,750,000			
DESCRIPTION/DETAIL	Prior years	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Design / Right of Way/Utility Relocation/Construction	\$ 114,153	\$ 892,389	\$ 743,458	\$ -	\$ -	\$ -	\$ 1,750,000
					-	-	-
TOTAL	\$ 114,153	\$ 892,389	\$ 743,458	\$ -	\$ -	\$ -	\$ 1,750,000
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior years	FY 23	FY 24	FY 25	FY 26	FY 27	Total
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Obligation Bonds - <u>2020 Bonds</u>	481,542		-	-	-	-	481,542
Special Revenue Funds: <u>Transportation Reserve</u>	525,000	-	743,458	-	-	-	1,268,458
TOTAL	\$ 1,006,542	\$ -	\$ 743,458	\$ -	\$ -	\$ -	\$ 1,750,000
PART C: OPERATING IMPACTS							
DESCRIPTION/DETAIL	Prior years	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Debt Service	\$ 38,035	\$ 37,084	\$ 36,133	\$ 35,182	\$ 34,232	\$ 33,519	\$ 214,185
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ 38,035	\$ 37,084	\$ 36,133	\$ 35,182	\$ 34,232	\$ 33,519	\$ 214,185

PROJECT NAME: North Meck Splash Pad		DEPT: Parks and Recreation							
PROJECT DESCRIPTION: The 2030 Parks and Recreation Master Plan recommends two splash pads. One location that is being considered is North Meck Park. Splash pads have been one of the most requested amenities in the last two Parks and Recreation Master Plans. This would be the first splash pad in Huntersville. Splash pads have no standing water.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 1-3-2022</td> <td style="text-align: right; width: 20%;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">425,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 425,000</td> </tr> </table>		Project spent to date - 1-3-2022	\$ -	Remaining to be spent	425,000	Total Project costs	\$ 425,000
Project spent to date - 1-3-2022	\$ -								
Remaining to be spent	425,000								
Total Project costs	\$ 425,000								

PART A: TOTAL PROJECT BUDGET		\$425,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design/Construction	\$ -	\$ 425,000	\$ -	\$ -	\$ -	\$ 425,000
TOTAL	\$ -	425,000	\$ -	\$ -	\$ -	\$ 425,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ -	425,000	\$ -	\$ -	\$ -	\$ 425,000
General Obligation Bonds- <u>Future Referendum</u>						
Special Revenue Funds-Designated						
TOTAL	\$ -	425,000	\$ -	\$ -	\$ -	\$ 425,000

PART C: OPERATING IMPACTS						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost	-	-				-
Personnel						
Other Operation Cost; Grounds Maintenance						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Rosedale Nature Park Greenway Connection**DEPT:** Park & Recreation**PROJECT DESCRIPTION:**

This will give the Rosedale Nature Park a direct connection to the new Torrence Creek Greenway.

SERVICE IMPACTS:

Project spent to date - 1-3-22	\$ -
Remaining to be spent	<u>125,000</u>
	\$ 125,000

PART A: TOTAL PROJECT BUDGET**\$125,000****DESCRIPTION/DETAIL****FY 23****FY 24****FY 25****FY 26****FY 27****Total**

Greenway connection

\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
					-
					-
					-
\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000

TOTAL**PART B: FUNDING SOURCES****DESCRIPTION/DETAIL****FY 23****FY 24****FY 25****FY 26****FY 27****Total**

General Fund Appropriation

General Obligation Bonds- Future Referendum

Special Revenue Funds-Designated

\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
					-
					-
					-
\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000

TOTAL**PART C: OPERATING IMPACTS****DESCRIPTION/DETAIL****FY 23****FY 24****FY 25****FY 26****FY 27****Total**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					-
					-
					-
					-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL

PROJECT NAME: New Town Hall**DEPT:** Administration**PROJECT DESCRIPTION:**

The Town of approximately 60,000 residents has outgrown the current Town Hall facility. We frequently lack meeting room space, the Town Board Room is too small to accommodate citizens at most Town Board meetings, we lack space to add additional administrative positions, and there is not space to accommodate personnel record storage in one location. Our seating capacity limits our opportunity to host most regional meetings.

PROJECT COSTS:

Project spent to date 1-3-22	\$ 242,400
Remaining to be spent	16,757,600
Total Project costs	<u>\$ 17,000,000</u>

PART A: TOTAL PROJECT BUDGET**\$17,000,000****DESCRIPTION/DETAIL**

Engineering/Design
Construction/Upfit

TOTAL

<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 242,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,400
			16,757,600			16,757,600
\$ 242,400	\$ -	\$ -	\$ 16,757,600	\$ -	\$ -	\$ 17,000,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

General Fund Appropriation
Installment Financing
Special Revenue Funds
Other(Describe)

TOTAL

<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ 242,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,400
		-	16,757,600	-		16,757,600
\$ 242,400	\$ -	\$ -	\$ 16,757,600	\$ -	\$ -	\$ 17,000,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

Debt Service
Facility Operating Cost
Personnel
Other Operation Cost; Grounds Maintenance

TOTAL

<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
\$ -	\$ -	\$ -	\$ 1,016,000	\$ 996,950	\$ 977,900	\$ 2,990,850
-			100,000	100,000	100,000	300,000
\$ -	\$ -	\$ -	\$ 1,116,000	\$ 1,096,950	\$ 1,077,900	\$ 3,290,850

PROJECT NAME: NC115 (Old Statesville Rd) - McCord to NC73**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Widen NC115 to a four lane divided section along with the addition of Bike and Pedestrian accomodations.

PROJECT COSTS:

Project spent to date-12-30-2021

\$ -

Remaining to be spent

8,542,000

Total Project costs

\$ 8,542,000**PART A: TOTAL PROJECT BUDGET****\$8,542,000****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Future****Total**

Design / Right of Way / Utility Relocation / Construction

\$ -	\$ -	\$ 750,000	\$ 750,000	\$ 1,062,000	\$ 5,980,000

\$ 8,542,000

TOTAL

\$ -	\$ -	\$ 750,000	\$ 750,000	\$ 1,062,000	\$ 5,980,000
------	------	------------	------------	--------------	--------------

\$ 8,542,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Future****Total**

General Fund Appropriation

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
------	------	------	------	------	------

\$ -

General Obligation Bonds - Future Referendum

	-	2,562,000	-		
--	---	-----------	---	--	--

2,562,000

Special Revenue Funds-Transportation Reserve

--	--	--	--	--	--

-

Other(Describe) - CRTPO

					5,980,000
--	--	--	--	--	-----------

5,980,000

TOTAL

\$ -	\$ -	\$ 2,562,000	\$ -	\$ -	\$ 5,980,000
------	------	--------------	------	------	--------------

\$ 8,542,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Future****Total**

Debt Service

\$ -	\$ -	\$ -	173,092	\$ 170,000	\$ 168,500
------	------	------	---------	------------	------------

\$ 343,092

Facility Operating Cost

-	-	-	-	-	-
---	---	---	---	---	---

-

Personnel

-	-	-	-	-	-
---	---	---	---	---	---

-

Other Operation Cost; Grounds Maintenance

--	--	--	--	--	--

TOTAL

\$ -	\$ -	\$ -	\$ 173,092	\$ 170,000	\$ 168,500
------	------	------	------------	------------	------------

\$ 343,092

PROJECT NAME: US 21/Gilead		DEPT: Engineering/ Public Works	
PROJECT DESCRIPTION: Upgrade signal pole type to Mast Arms.		PROJECT COSTS: Project spent to date-12-30-2021 \$ - Remaining to be spent <u>850,000</u> Total Project costs <u>\$ 850,000</u>	

PART A: TOTAL PROJECT BUDGET		\$850,000				
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design / Construction etc	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ 850,000
						-
TOTAL	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ 850,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ 850,000
General Obligation Bonds - <u>Future Referendum</u>				-		-
Special Revenue Funds: <u>Transportation Reserve</u>						
TOTAL	\$ -	\$ -	\$ 850,000	\$ -	\$ -	\$ 850,000

PART C: OPERATING IMPACTS						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost						
Personnel						
Other Operation Cost; Grounds Maintenance						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Huntersville Fire Station #5				DEPT: Fire and Safety			
PROJECT DESCRIPTION: Huntersville Fire Station #5 will be approximately a 12,000 sq. foot station.				PROJECT COSTS: Project spent to date 1-3-22 \$ - Remaining to be spent 3,150,000 Total Project costs <u>\$ 3,150,000</u>			

PART A: TOTAL PROJECT BUDGET		\$3,150,000						
<u>DESCRIPTION/DETAIL</u>	<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design/Engineering/Construction/Land	\$ -	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 2,500,000	\$ 3,150,000
	-	-	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 2,500,000	\$ 3,150,000

PART B: FUNDING SOURCES								
<u>DESCRIPTION/DETAIL</u>	<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ -	\$ 650,000
Future funding							2,500,000	2,500,000
Other (Describe) - <u>County ETJ funds</u>								
TOTAL	\$ -	\$ -	\$ -	\$ 650,000	\$ -	\$ -	\$ 2,500,000	\$ 3,150,000

PART C: OPERATING IMPACTS								
<u>DESCRIPTION/DETAIL</u>	<u>Prior year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -							\$ -
Facility Operating Cost								-
Personnel								-
Other Operation Cost; Grounds Maintenance								
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: NorthCross Drive Ext - NCDOT PROJECT DESCRIPTION: With the NCDOT delivery of the Northcross Drive Extension project, it will be necessary to participate in the sidewalk construction and in any "betterments" the Town requests.	DEPT: Engineering/Public Works PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 12-29-2021</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">250,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 250,000</td> </tr> </table>	Project spent to date - 12-29-2021	\$ -	Remaining to be spent	250,000	Total Project costs	\$ 250,000
Project spent to date - 12-29-2021	\$ -						
Remaining to be spent	250,000						
Total Project costs	\$ 250,000						

PART A: TOTAL PROJECT BUDGET	\$250,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design/Construction	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
TOTAL	\$ -	\$ -	\$ 250,000	\$ -	-	\$ 250,000

PART B: FUNDING SOURCES						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000
General Obligation Bonds - <u>Future Referendum</u>	-	-	-	-	-	-
Special Revenue Funds-Designated _____						
Other(Describe)_____						
TOTAL	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ 250,000

PART C: OPERATING IMPACTS						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost						
Personnel						
Other Operation Cost; Grounds Maintenance						
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: I77-Hwy 73 Interchange Cost Sharing**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

With NCDOT delivery of the NC 73 projects, it will be necessary to participate in the sidewalk construction and in any "betterments" the Town requests. Financial commitments are made as part of the required Municipal Agreement and will be negotiated prior to the project let date.

PROJECT COSTS:

Project spent to date-12-30-2021	\$ -
Remaining to be spent	1,000,000
Total Project costs	<u>\$ 1,000,000</u>

PART A: TOTAL PROJECT BUDGET**\$1,000,000****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Total**

NCDOT participant share

\$ -	\$ -	\$ -	\$ 1,000,000	\$ -
\$ -	\$ -	\$ -	\$ 1,000,000	\$ -

\$ 1,000,000
-
\$ 1,000,000

TOTAL**PART B: FUNDING SOURCES****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Total**

General Fund Appropriation

General Obligation Bonds - Future Referendum

Special Revenue Funds-Designated

Other(Describe) - PARTF grant

\$ -	\$ -	\$ -	\$ 1,000,000	\$ -
-	-	-	-	-
\$ -	\$ -	\$ -	\$ 1,000,000	\$ -

\$ 1,000,000
-
\$ 1,000,000

TOTAL**PART C: OPERATING IMPACTS****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Total**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-
-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -

\$ -
-
-
\$ -

TOTAL

PROJECT NAME: US 21 - Cost Share on NCDOT TIP Projects		DEPT: Engineering/ Public Works							
PROJECT DESCRIPTION: With NCDOT delivery of the US 21 projects, it will be necessary to participate in the sidewalk construction and in any "betterments" the Town requests. Cost estimate represents all of US 21 share from Gilead Road to northern Town limits at Westmoreland Road. Financial commitments are made as part of the required Municipal Agreement and will be negotiated prior to the project let date.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Project spent to date - 12-30-2021</td> <td style="text-align: right; padding: 2px;">\$ -</td> </tr> <tr> <td style="padding: 2px;">Remaining to be spent</td> <td style="text-align: right; padding: 2px;">1,000,000</td> </tr> <tr> <td style="padding: 2px;">Total Project costs</td> <td style="text-align: right; padding: 2px; border-top: 1px solid black;">\$ 1,000,000</td> </tr> </table>			Project spent to date - 12-30-2021	\$ -	Remaining to be spent	1,000,000	Total Project costs	\$ 1,000,000
Project spent to date - 12-30-2021	\$ -								
Remaining to be spent	1,000,000								
Total Project costs	\$ 1,000,000								
PART A: TOTAL PROJECT BUDGET \$1,000,000									
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>			
Sidewalk Betterments	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000			
<i>NOTE: Estimates based on sidewalk costs only</i>									
TOTAL	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000			
PART B: FUNDING SOURCES									
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>			
General Fund Appropriation	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000			
General Obligation Bonds - <u>Future Referendum</u>						-			
Special Revenue Funds-Designated									
Other(Describe)									
TOTAL	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000			
PART C: OPERATING IMPACTS									
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>			
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Facility Operating Cost									
Personnel									
Other Operation Cost; Grounds Maintenance									
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

PROJECT NAME: Huntersville Athletic Park Amphitheater**DEPT:** Parks and Recreation**PROJECT DESCRIPTION:**

The 2030 Parks and Recreation Master Plan recommended an Amphitheater in a location that could hold larger events than the one at Veterans Park. We are considering Huntersville Athletic Park and Barry Park as a potential location.

PROJECT COSTS:

Project spent to date - 1-3-2022	\$ -
Remaining to be spent	450,000
Total Project costs	<u>\$ 450,000</u>

PART A: TOTAL PROJECT BUDGET**\$450,000****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Total**

Design/Construction

\$ -	-	\$ -	\$ 450,000	\$ -	\$ 450,000
\$ -	-	\$ -	\$ 450,000	\$ -	\$ 450,000

TOTAL**PART B: FUNDING SOURCES****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Total**

General Fund Appropriation

General Obligation Bonds- Future Referendum

Special Revenue Funds-Designated

\$ -	-	\$ -	\$ 450,000	\$ -	\$ 450,000
\$ -	-	\$ -	\$ 450,000	\$ -	\$ 450,000

TOTAL**PART C: OPERATING IMPACTS****DESCRIPTION/DETAIL****FY23****FY24****FY25****FY26****FY27****Total**

Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-				-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL

PROJECT NAME: Bradford Park Phase 3		DEPT: Parks and Recreation							
PROJECT DESCRIPTION:		PROJECT COSTS:							
Develop a third phase of Bradford Park which would include a tennis complex, three additional turf soccer fields, trails, associated infrastructure and a new driveway off Ramah Church Road. This expansion could be a partnership with Davidson, LNTA, USTA, soccer groups, lacrosse groups and Mecklenburg County.		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 1-3-2022</td> <td style="text-align: right; width: 20%;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">8,800,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 8,800,000</td> </tr> </table>		Project spent to date - 1-3-2022	\$ -	Remaining to be spent	8,800,000	Total Project costs	\$ 8,800,000
Project spent to date - 1-3-2022	\$ -								
Remaining to be spent	8,800,000								
Total Project costs	\$ 8,800,000								

PART A: TOTAL PROJECT BUDGET	\$8,800,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design/Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,800,000	\$ 8,800,000
							-
TOTAL	\$ -	\$ -	\$ -	\$ -	-	8,800,000	\$ 8,800,000

PART B: FUNDING SOURCES	\$8,800,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
General Obligation Bonds - <u>Future Park Referendum</u>	-	-	-	-	-	-	-
Future Funding						8,800,000	8,800,000
TOTAL	\$ -	\$ -	\$ -	\$ -	-	8,800,000	\$ 8,800,000

PART C: OPERATING IMPACTS	\$8,800,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost	-	-	-	-	-	-	-
Personnel	-	-	-	-	-	-	-
Other Operation Cost; Grounds Maintenance	-	-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Ervin Cook Road Extension				DEPT: Engineering and Public Works									
PROJECT DESCRIPTION: Project constructs a new roadway on new alignment from end of Ervin Cook Road to future intersection of Ervin Cook Road at future Birkdale Commons Parkway intersection.				PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date 1-5-2022</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">8,200,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 8,200,000</td> </tr> </table>				Project spent to date 1-5-2022	\$ -	Remaining to be spent	8,200,000	Total Project costs	\$ 8,200,000
Project spent to date 1-5-2022	\$ -												
Remaining to be spent	8,200,000												
Total Project costs	\$ 8,200,000												

PART A: TOTAL PROJECT BUDGET		\$8,200,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,200,000	\$ 8,200,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,200,000	\$ 8,200,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future funding						8,200,000	8,200,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,200,000	\$ 8,200,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Birkdale Commons Ext to Oliver Hager	DEPT: Engineering and Public Works						
PROJECT DESCRIPTION: Extend Oliver Hager Road south from the future end of realigned Oliver Hager Road to future Birkdale Commons Parkway Extension. Extend Birkdale Commons Parkway from current end near Tigers Paw Road to future Oliver Hager Road. Section to include bike and pedestrian accomodations. Future intersection of Oliver Hager at Birkdale Commons Parkway may be a roundabout.	PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 12-30-2021</td> <td style="width: 20%; text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-top: 1px solid black;">8,200,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 8,200,000</td> </tr> </table>	Project spent to date - 12-30-2021	\$ -	Remaining to be spent	8,200,000	Total Project costs	\$ 8,200,000
Project spent to date - 12-30-2021	\$ -						
Remaining to be spent	8,200,000						
Total Project costs	\$ 8,200,000						

PART A: TOTAL PROJECT BUDGET	\$8,200,000
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Future</u> <u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ - \$ - \$ - \$ - \$ - \$ 8,200,000 \$ 8,200,000
TOTAL	\$ - \$ - \$ - \$ - \$ - \$ 8,200,000 \$ 8,200,000

PART B: FUNDING SOURCES	
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Future</u> <u>Total</u>
General Fund Appropriation	\$ - \$ - \$ - \$ - \$ - \$ - \$ -
Future funding	
Special Revenue Funds-Designated	
Other(Describe) -	
TOTAL	\$ - \$ - \$ - \$ - \$ - \$ 8,200,000 \$ 8,200,000

PART C: OPERATING IMPACTS	
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Future</u> <u>Total</u>
Debt Service	\$ - \$ - \$ - \$ - \$ - \$ - \$ -
Facility Operating Cost	
Personnel	
Other Operation Cost; Grounds Maintenance	
TOTAL	\$ - \$ - \$ - \$ - \$ - \$ - \$ -

PROJECT NAME: Upgrade existing Ervin Cook Road				DEPT: Engineering and Public Works			
PROJECT DESCRIPTION: Improve existing Ervin Cook Road to include increased pavement structure, increased pavement width, bike, and pedestrian accomodations. Add turn lanes on Gilead Road at Ervin Cook Road.				PROJECT COSTS: Project spent to date - 1/10/2022 \$ - Remaining to be spent <u>7,200,000</u> Total Project costs <u>\$ 7,200,000</u>			

PART A: TOTAL PROJECT BUDGET	\$7,200,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200,000	\$ 7,200,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200,000	\$ 7,200,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future funding						7,200,000	7,200,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,200,000	\$ 7,200,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Recreational Center Expansion		DEPT: Parks and Recreation					
PROJECT DESCRIPTION:		PROJECT COSTS:					
This facility was structurally built with the ability to be expanded. This expansion would double the court space to eight volleyball, four basketball and 8/12 pickleball courts. It would also include additional classroom space to expand programs that have a waiting list.		Project spent to date - 1-3-2022 Remaining to be spent Total Project costs					
		\$ - 6,500,000 <u>\$ 6,500,000</u>					
PART A: TOTAL PROJECT BUDGET							
<u>DESCRIPTION/DETAIL</u>	\$6,500,000					<u>Total</u>	
	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY 26</u>	<u>FY 27</u>		<u>Future</u>
Design / Construction	\$ -	\$ -	\$ -	-	-	6,500,000	\$ 6,500,000
							-
TOTAL	\$ -	\$ -	\$ -	\$ -	-	6,500,000	\$ 6,500,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>						<u>Total</u>	
	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY 26</u>	<u>FY 27</u>		<u>Future</u>
General Fund Appropriation	-	-	-	-	-	-	-
General Obligation Bonds - <u>Future Referendum</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500,000	\$ 6,500,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500,000	\$ 6,500,000
PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>						<u>Total</u>	
	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY 26</u>	<u>FY 27</u>		<u>Future</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Hambright at Mt Holly Huntersville Road PROJECT DESCRIPTION: Realign Hambright Road and add turn lanes at the intersection of Mt Holly Huntersville Road.	DEPT: Engineering/Public Works PROJECT COSTS: Project spent to date - 12-30-2021 \$ - Remaining to be spent <u>3,200,000</u> Total Project costs <u>\$ 3,200,000</u>
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PART A: TOTAL PROJECT BUDGET	\$3,200,000
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Future</u> <u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ - \$ - \$ - \$ - \$ - \$ 3,200,000 \$ 3,200,000
TOTAL	\$ - \$ - \$ - \$ - \$ - \$ 3,200,000 \$ 3,200,000

PART B: FUNDING SOURCES	
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Future</u> <u>Total</u>
General Fund Appropriation	\$ - \$ - \$ - \$ - \$ - \$ - \$ -
Future funding	\$ - \$ - \$ - \$ - \$ - 3,200,000 3,200,000
Special Revenue Funds-Designated	
Other(Describe) -	
TOTAL	\$ - \$ - \$ - \$ - \$ - \$ 3,200,000 \$ 3,200,000

PART C: OPERATING IMPACTS	
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u> <u>FY24</u> <u>FY25</u> <u>FY26</u> <u>FY27</u> <u>Future</u> <u>Total</u>
Debt Service	\$ - \$ - \$ - \$ - \$ - \$ - \$ -
Facility Operating Cost	
Personnel	
Other Operation Cost; Grounds Maintenance	
TOTAL	\$ - \$ - \$ - \$ - \$ - \$ - \$ -

PROJECT NAME: Church Street - Realignment to Walters Street PROJECT DESCRIPTION: Connect Church Street from south of Huntersville Concord Road to align with Waters Street. Also evaluate street connection to Warfield Avenue. This will increase connectivity in the downtown area south of Huntersville Concord Road.	DEPT: Engineering / Public Works PROJECT COSTS: <table style="width: 100%;"> <tr> <td>Project spent to date - 12-29-2021</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">3,100,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right;">\$ 3,100,000</td> </tr> </table>	Project spent to date - 12-29-2021	\$ -	Remaining to be spent	3,100,000	Total Project costs	\$ 3,100,000
Project spent to date - 12-29-2021	\$ -						
Remaining to be spent	3,100,000						
Total Project costs	\$ 3,100,000						

PART A: TOTAL PROJECT BUDGET	\$3,100,000						
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000	\$ 3,100,000
							-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000	\$ 3,100,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	-	-	-	-	-	-	-
Future funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000	\$ 3,100,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100,000	\$ 3,100,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

PROJECT NAME: Beatties Ford Rd / Neck Rd		DEPT: Engineering / Public Works							
PROJECT DESCRIPTION: Realign Neck Road and construct turn lanes at intersection of Beatties Ford Road and Neck Road.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Project spent to date-12-29-2021</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">2,600,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 2,600,000</td> </tr> </table>		Project spent to date-12-29-2021	\$ -	Remaining to be spent	2,600,000	Total Project costs	\$ 2,600,000
Project spent to date-12-29-2021	\$ -								
Remaining to be spent	2,600,000								
Total Project costs	\$ 2,600,000								

PART A: TOTAL PROJECT BUDGET		\$2,600,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000	\$ 2,600,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000	\$ 2,600,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation							
Future funding	-	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000	\$ 2,600,000
Special Revenue Funds: <u>Transportation Reserve</u>		-	-	-	-	-	-
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000	\$ 2,600,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Holbrooks Road between NC 115 and Central**DEPT:** Engineering/Public Works**PROJECT DESCRIPTION:**

Widen and add sidewalk to Holbrooks Road between NC 115 and Central Avenue which will improve safety and add capacity including railroad crossing.

PROJECT COSTS:

Project spent to date-12-30-2021	\$ -
Remaining to be spent	2,400,000
Total Project costs	<u>\$ 2,400,000</u>

PART A: TOTAL PROJECT BUDGET**\$2,400,000****DESCRIPTION/DETAIL**

<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
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Design / Right of Way / Utility Relocation / Construction

\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ 2,400,000
\$ -	\$ -	\$ -	\$ -	-	2,400,000	\$ 2,400,000

TOTAL**PART B: FUNDING SOURCES****DESCRIPTION/DETAIL**

<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
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General Fund Appropriation

Future funding

-	-	-	-	-	-	-
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	2,400,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400,000	\$ 2,400,000

TOTAL**PART C: OPERATING IMPACTS****DESCRIPTION/DETAIL**

<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
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Debt Service

Facility Operating Cost

Personnel

Other Operation Cost; Grounds Maintenance

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL

PROJECT NAME: Huntersville-Concord Road				DEPT: Engineering and Public Works			
PROJECT DESCRIPTION: Realign and widen to a three lane section and add pedestrian accommodations along both sides of the road between Walters Street and Second Street.				PROJECT COSTS: Project spent to date - 12-30-2021 \$ - Remaining to be spent <u>2,250,000</u> Total Project costs <u>\$ 2,250,000</u>			

PART A: TOTAL PROJECT BUDGET		\$2,250,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future funding						2,250,000	2,250,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000	\$ 2,250,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Hagers Road Alignment				DEPT: Engineering and Public Works									
PROJECT DESCRIPTION: Realign Hagers Road and construct left-turn lane on McCord Road at Hagers Road.				PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 12-30-2021</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">2,000,000</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 2,000,000</td> </tr> </table>				Project spent to date - 12-30-2021	\$ -	Remaining to be spent	2,000,000	Total Project costs	\$ 2,000,000
Project spent to date - 12-30-2021	\$ -												
Remaining to be spent	2,000,000												
Total Project costs	\$ 2,000,000												

PART A: TOTAL PROJECT BUDGET		\$2,000,000					
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future funding						2,000,000	2,000,000
Special Revenue Funds-Designated							
Other(Describe) -							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Park land acquisition		DEPT: Parks and Recreation					
PROJECT DESCRIPTION:		PROJECT COSTS:					
The 2030 Parks and Recreation Master Plan recommends that the Town add 355 acres of new parkland in the next 10 years. The 2030 Plan identified five areas in the Town for potential parks. Focus is in the southwest part of town and downtown.		Project spent to date - 1-3-2022		\$ -			
		Remaining to be spent		<u>\$ 2,000,000</u>			
		Total Project costs		<u>\$ 2,000,000</u>			
PART A: TOTAL PROJECT BUDGET							
<u>DESCRIPTION/DETAIL</u>	\$2,000,000					<u>Total</u>	
	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>		<u>Future</u>
Land	\$ -	-	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
TOTAL	\$ -	-	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation							
General Obligation Bonds- <u>Future Referendum</u>			-				
Future funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
TOTAL	\$ -	-	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000
PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost	-						-
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Huntersville Fire Station # 2 Replacement				DEPT: Fire and Safety				
PROJECT DESCRIPTION: Replacement of Station #2 with a more central location and larger facility.				PROJECT COSTS:				
				Project spent to date 1-3-22			\$ -	
				Remaining to be spent			4,400,000	
				Total Project costs			\$ 4,400,000	
PART A: TOTAL PROJECT BUDGET				\$4,400,000				
DESCRIPTION/DETAIL	Prior Years	FY23	FY24	FY25	FY26	FY27	Future	Total
Design/Engineering/Construction/Land	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,400,000
			-	-	-	-	-	-
TOTAL	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,400,000
PART B: FUNDING SOURCES								
DESCRIPTION/DETAIL	Prior Years	FY23	FY24	FY25	FY26	FY27	Future	Total
General Fund Appropriation	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Future funding	-	-		-	-	-	4,000,000	4,000,000
TOTAL	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,400,000
PART C: OPERATING IMPACTS								
DESCRIPTION/DETAIL	FY23	FY23	FY24	FY25	FY26	FY27	Future	Total
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost								-
Personnel								-
Other Operation Cost; Grounds Maintenance								
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: McCoy Road at Hambright Road**DEPT:** Engineering / Public Works**PROJECT DESCRIPTION:**

Construct turn lanes and possible traffic signal at the intersection of McCoy Road at Hambright Road.

PROJECT COSTS:

Project spent to date-12-29-2021	\$ 64,650
Remaining to be spent	1,885,350
Total Project costs	<u>\$ 1,950,000</u>

PART A: TOTAL PROJECT BUDGET**\$1,950,000****DESCRIPTION/DETAIL**

<u>Prior Year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 64,650	\$ 385,350	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,950,000
			-				-
TOTAL	\$ 64,650	\$ 385,350	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,950,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL**

<u>Prior Year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000
General Obligation Bonds - 2020 Bonds							
Special Revenue Funds-Transportation Reserve							
Future funding			-	-		1,500,000	1,500,000
TOTAL	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,950,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL**

<u>Prior Year</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

PROJECT NAME: McCoy Road at McIlwaine Road				DEPT: Engineering / Public Works			
PROJECT DESCRIPTION: Construct turn lanes or a roundabout at the intersection of McCoy Road at McIlwaine Road.				PROJECT COSTS: Project spent to date 12-30-2021 \$ 64,650 Remaining to be spent <u>1,235,350</u> Total Project costs <u>\$ 1,300,000</u>			

PART A: TOTAL PROJECT BUDGET		\$1,300,000						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 64,650	\$ 235,350	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,300,000
			-					-
TOTAL	\$ 64,650	\$ 235,350	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,300,000

PART B: FUNDING SOURCES								
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
General Obligation Bonds - <u>2020 Bonds</u>								
Special Revenue Funds- <u>Transportation Reserve</u>								
Future funding			-				1,000,000	1,000,000
TOTAL	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,300,000

PART C: OPERATING IMPACTS								
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost								
Personnel								
Other Operation Cost; Grounds Maintenance								
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Walters (Huntersville-Concord - 3rd Street)				DEPT: Engineering / Public Works				
PROJECT DESCRIPTION: Improvements to Walters Street from Huntersville-Concord Road to 3rd Street. Widen, drainage, curb & gutter, sidewalk, resurfacing.				PROJECT COSTS:				
				Project spent to date-12-29-2021			\$ 11,558	
				Remaining to be spent			<u>3,510,280</u>	
				Total Project costs			<u>\$ 3,521,838</u>	

PART A: TOTAL PROJECT BUDGET		\$3,521,838						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 11,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,510,280	\$ 3,521,838
TOTAL	\$ 11,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,510,280	\$ 3,521,838

PART B: FUNDING SOURCES								
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
General Fund Appropriation								
General Obligation Bonds - <u>2020 Bonds</u>	\$ 110,919	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,919
General Obligation Bonds - <u>Future funding</u>							3,410,919	3,410,919
TOTAL	\$ 110,919	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,410,919	\$ 3,521,838

PART C: OPERATING IMPACTS								
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Future</u>	<u>Total</u>
Debt Service	\$ 69,055	\$ 67,329	\$ 170,603	\$ 166,251	\$ 161,900	\$ 160,100	\$ 160,100	\$ 955,338
Facility Operating Cost								
Personnel								
Other Operation Cost; Grounds Maintenance								
TOTAL	\$ 69,055	\$ 67,329	\$ 170,603	\$ 166,251	\$ 161,900	\$ 160,100	\$ 160,100	\$ 955,338

PROJECT NAME: Vance Road / Gilead Road		DEPT: Engineering/Public Works							
PROJECT DESCRIPTION: Project constructs roadway on new alignment from Vance Road North to existing Gilead Road north of Old Bud Henderson Road intersection. Improve safety, constructs portion of Vance Road thoroughfare, and accomodates permanent signal installation.		PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Project spent to date - 12-30-2021</td> <td style="text-align: right;">\$ 797,955</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right; border-bottom: 1px solid black;">1,720,116</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-bottom: 3px double black;">\$ 2,518,071</td> </tr> </table>		Project spent to date - 12-30-2021	\$ 797,955	Remaining to be spent	1,720,116	Total Project costs	\$ 2,518,071
Project spent to date - 12-30-2021	\$ 797,955								
Remaining to be spent	1,720,116								
Total Project costs	\$ 2,518,071								

PART A: TOTAL PROJECT BUDGET		\$ 2,518,071					
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u> (FY 20-FY 22)	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Design / Right of Way / Utility Relocation / Construction	\$ 797,954	\$ 1,720,117	\$ -	\$ -	\$ -	\$ -	\$ 2,518,071
TOTAL	\$ 797,954	\$ 1,720,117					\$ 2,518,071

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
General Fund Appropriation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lease Purchase Financing/Debt Service	-	-	-	-	-	-	-
General Obligation Bonds - 2020 Bonds	1,544,766	-	-	-	-	-	1,544,766
Special Revenue Funds-Transportation Reserve Fund	784,294	-	-	-	-	-	784,294
Other(Describe): Escrow Funds	189,011	-	-	-	-	-	189,011
TOTAL	\$ 2,518,071	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,518,071

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY 23</u>	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>	<u>FY 27</u>	<u>Total</u>
Debt Service	\$ 152,369	\$ 148,560	\$ 144,751	\$ 140,942	\$ 137,132	\$ 134,150	\$ 857,904
Facility Operating Cost							
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ 152,369	\$ 148,560	\$ 144,751	\$ 140,942	\$ 137,132	\$ 134,150	\$ 857,904

PROJECT NAME: Lower McDowell Creek Greenway**DEPT:** Parks and Recreation**PROJECT DESCRIPTION:**

The Town of Huntersville has entered into an agreement with Mecklenburg County to fast track this greenway. The town has committed to fund the planning and design in FY 22 and the County has committed to fund the construction in FY 24. The Lower McDowell Creek Greenway will extend the existing Torrence Creek Greenway to the west for more than 3 miles and will connect more than 5,000 residents and help meet the 30 X 30 vision. This greenway will end at the Auten Nature Preserve just to the west of Beatties Ford Road.

PROJECT COSTS:

Project spent to date - 12-30-2021

\$ -

Remaining to be spent

\$ 1,800,000

Total Project costs

\$ 1,800,000

** as of 4/7/22 the Town has not received a request for payment from Meck County. County currently says that the entire \$1.8M must be paid upfront to enter a design contract.

PART A: TOTAL PROJECT BUDGET

\$1,800,000

DESCRIPTION/DETAIL**Prior years****FY23****FY24****FY25****FY26****FY27****Total**

Design/Construction

\$ -

\$ 1,800,000

\$ -

\$ -

\$ -

\$ -

\$ 1,800,000

TOTAL

\$ -

\$ 1,800,000

\$ -

\$ -

\$ -

\$ -

\$ 1,800,000

PART B: FUNDING SOURCES**DESCRIPTION/DETAIL****Prior years****FY23****FY24****FY25****FY26****FY27****Total**

General Fund Appropriation and Tourism fund

\$ 1,800,000

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 1,800,000

General Obligation - Future Referendum

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Special Revenue Funds

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Other(Describe)

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

TOTAL

\$ 1,800,000

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 1,800,000

PART C: OPERATING IMPACTS**DESCRIPTION/DETAIL****Prior years****FY23****FY24****FY25****FY26****FY27****Total**

Debt Service

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Facility Operating Cost

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Personnel

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Other Operation Cost; Grounds Maintenance

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

TOTAL

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

PROJECT NAME: Ranson Road Widening		DEPT: Engineering/Public Works	
PROJECT DESCRIPTION: Improvements to 650 LF of Ranson Road from south of Sheila Caruth Drive to Stumptown Road. Widen, drainage, curb & gutter, sidewalk, resurfacing to continue 3-lane cross-section. Improve safety and traffic flow at the Ranson Road /Stumptown Road intersection. Connect to sidewalk along Stumptown Road.		PROJECT COSTS: Project spent to date - 12-29-2021 \$ 308,860 Remaining to be spent <u>1,291,140</u> Total Project costs <u>\$ 1,600,000</u>	

PART A: TOTAL PROJECT BUDGET		\$ 1,600,000					
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design / Right of Way/Utility Relocation/Construction	\$ 308,860	\$ 1,291,140	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000
		-	-	-	-	-	-
TOTAL	\$ 308,860	\$ 1,291,140	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation							
General Obligation Bonds - <u>2020 Bonds</u>	\$ 582,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 582,920
Special Revenue Funds- <u>Transportation Reserve</u>	1,017,080	-	-	-	-	-	1,017,080
TOTAL	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior Years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ 47,015	\$ 45,840	\$ 44,664	\$ 43,489	\$ 42,314	\$ 41,252	\$ 264,574
Facility Operating Cost							-
Personnel							-
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ 47,015	\$ 45,840	\$ 44,664	\$ 43,489	\$ 42,314	\$ 41,252	\$ 223,322

PROJECT NAME: Huntersville Athletic Park upgrade lighting		DEPT: Parks and Recreation					
PROJECT DESCRIPTION:		PROJECT COSTS:					
Replace 25 year old sports lighting at Huntersville Athletic Park with new LED sports lighting. We plan to use the existing poles for this updgade. The lighting levels have dropped tremendously over the last couple of years and replacement costs continue to increase and still do not provide adequate light levels.		Project spent to date - 12-30-2021		\$ 8,621			
		Remaining to be spent		<u>1,091,379</u>			
		Total Project costs		<u>\$ 1,100,000</u>			
PART A: TOTAL PROJECT BUDGET		\$1,100,000					
DESCRIPTION/DETAIL	Prior years	FY23	FY24	FY25	FY26	FY27	Total
Design/Construction	\$ 8,621	\$ 1,091,379	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
TOTAL	\$ 8,621	\$ 1,091,379	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
PART B: FUNDING SOURCES							
DESCRIPTION/DETAIL	Prior years	FY23	FY24	FY25	FY26	FY27	Total
General Fund Appropriation	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
General Obligation Bonds- <u>Future Referendum</u>							
Special Revenue Funds-Designated							
TOTAL	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
PART C: OPERATING IMPACTS							
DESCRIPTION/DETAIL	Prior years	FY23	FY24	FY25	FY26	FY27	Total
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							-
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT NAME: Park Operations Storage/Maintenance Facility PROJECT DESCRIPTION: This five bay facility will include two climate controlled bays and three non-climate controlled bays. Our Park Operation Division has not added any covered/indoor storage/work space in over eleven years. Since that time, operational responsibilities have grown tremendously. In addition to the division's growth, the Town will be losing current space for storage at the Blythe Building and the Foster Frame Building.	DEPT: Parks and Recreation PROJECT COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Project spent to date - 12-30-2021</td> <td style="width: 20%; text-align: right;">\$ 2.924</td> </tr> <tr> <td>Remaining to be spent</td> <td style="text-align: right;">297,076</td> </tr> <tr> <td>Total Project costs</td> <td style="text-align: right; border-top: 1px solid black; border-bottom: 3px double black;">\$ 300,000</td> </tr> </table> Going out for a third bid cycle in January.	Project spent to date - 12-30-2021	\$ 2.924	Remaining to be spent	297,076	Total Project costs	\$ 300,000
Project spent to date - 12-30-2021	\$ 2.924						
Remaining to be spent	297,076						
Total Project costs	\$ 300,000						

PART A: TOTAL PROJECT BUDGET	\$300,000						
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Design/Construction	\$ 2,924	\$ 297,076	\$ -	\$ -	\$ -	\$ -	\$ 300,000
TOTAL	\$ 2,924	\$ 297,076	\$ -	\$ -	\$ -	\$ -	\$ 300,000

PART B: FUNDING SOURCES							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
General Fund Appropriation	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
General Obligation Bonds- Future Referendum							
Special Revenue Funds-Designated							
TOTAL	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000

PART C: OPERATING IMPACTS							
<u>DESCRIPTION/DETAIL</u>	<u>Prior years</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>Total</u>
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Operating Cost							-
Personnel							
Other Operation Cost; Grounds Maintenance							
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECTED CAPITAL IMPROVEMENT PROGRAM
FY 2023
SUMMARY

PG #	Project	Prior Years	Cost Estimate FY23	FY24	FY25	FY 26	FY 27	Future	TOTAL
1	Gilead Rd West	6,072,766	-	1,462,000	1,361,734	3,475,000	5,445,000		17,816,500
2	Main Street Upgrades	17,492,571	1,081,882	4,892,424					23,466,877
3	South Prong Clarke Creek Greenway	-	1,500,000	-				-	1,500,000
4	Patterson Road Extension	1,361,019	1,388,981						2,750,000
5	Barry Park Restroom Addition & Parking lot	100,000	1,250,000	-					1,350,000
6	David Kenney Farm Connection	506,887	1,000,000	493,113				-	2,000,000
7	Arahova	506,887	793,113	-					1,300,000
8	Ferrelltown Parkway/Ramah Road	392,500	750,000	2,657,500				-	3,800,000
9	Seagle - McCoy to NC 73	250,000	750,000	750,000					1,750,000
10	HAP Infield turf (2 new and 2 replace)	-	750,000	-					750,000
11	Commerce Centre Drive	400,000	600,000	300,000					1,300,000
12	Huntington Green Sidewalk	720,529	500,000	1,429,471					2,650,000
13	Church Street - Holbrooks Rd to Dellwood	370,000	500,000	1,880,000	-	-		-	2,750,000
14	Waymer Park Improvements		350,000						350,000
15	Beatties Ford Rd/Gilead Rd	1,217,132	307,400	975,468					2,500,000
16	NMP field project	-	300,000					2,200,000	2,500,000
17	Seagle St/4th Street	1,300,000	200,000						1,500,000
18	Abernathy Park improvements	-	200,000						200,000
19	Gibson Park Drive Phase 2	757,992	142,008						900,000
20	The Park Huntersville Greenway	140,000	140,000	515,200		-	2,696,850	-	3,492,050
21	Stumptown Road Extension	1,409,058	-	6,490,942	2,100,000			-	10,000,000
22	Beatties Ford Rd/McCoy Rd	1,520,661	-	1,179,339					2,700,000
23	Holbrook Park expansion		-	920,000	-	-		1,200,000	2,120,000
24	North Meck Park Greenway	100,000	-	750,000	750,000				1,600,000
25	Beatties Ford Rd/Hambright	1,006,542	-	743,458					1,750,000
26	North Meck Splash Pad			425,000	-				425,000
27	Rosedale Nature Park Greenway Connection			125,000					125,000
28	Town Hall	242,400	-	-	16,757,600		-	-	17,000,000
29	NC115 - McCord to NC73	-			2,562,000			5,980,000	8,542,000
30	US 21/Gilead - Mast arms		-		850,000				850,000
31	Firestation #5	-	-	-	650,000	-	-	2,500,000	3,150,000
32	NCDOT - Northcross Drive Ext			-	250,000				250,000
33	I77-NC 73 Interchange Cost Sharing					1,000,000	-	-	1,000,000
34	US 21 Cost Share on NCDOT TIP projects	-		-		1,000,000	-	-	1,000,000
35	HAP Amphitheater					450,000	-		450,000
36	Bradford Park Phase 3				-	-	-	8,800,000	8,800,000
37	Ervin Cook Rd Extension							8,200,000	8,200,000
38	Birkdale Commons Ext - Oliver Hager							8,200,000	8,200,000
39	Upgrade existing Ervin Cook Rd							7,200,000	7,200,000
40	Recreation Center - Expansion				-	-	-	6,500,000	6,500,000

**PROJECTED CAPITAL IMPROVEMENT PROGRAM
FY 2023
SUMMARY**

PG #	Project	Prior Years	Cost Estimate FY23	FY24	FY25	FY 26	FY 27	Future	TOTAL
41	NC 73 cost share NC DOT TIP projects		-					4,500,000	4,500,000
42	Hambright @ Mt Holly Huntersville							3,200,000	3,200,000
43	Church Street - Realignment to Walters					-		3,100,000	3,100,000
44	Beatties Ford / Neck Road	-	-	-	-			2,600,000	2,600,000
45	Holbrooks Rd between 115 and Central				-	-	-	2,400,000	2,400,000
46	Huntersville Concord Road							2,250,000	2,250,000
47	Hagers Road Realignment							2,000,000	2,000,000
48	Park land acquisition	-	-	-	-			2,000,000	2,000,000
49	Firestation #2 replacement	400,000		-	-	-		4,000,000	4,400,000
50	McCoy @ Hambright	450,000		-				1,500,000	1,950,000
51	McCoy @ McIlwaine	300,000		-	-			1,000,000	1,300,000
52	Walters (Huntersville Concord - 3rd)	110,919	-	-	-	-		3,410,919	3,521,838
53	Vance Road	2,518,071	-						2,518,071
54	Lower McDowell Creek Greenway	1,800,000	-	-				-	1,800,000
55	Ranson Rd widening	1,600,000	-						1,600,000
56	HAP Baseball Field lighting upgrade	1,100,000	-						1,100,000
57	Storage and Maintenance facility	300,000	-						300,000
		\$ 44,445,934	\$ 12,503,384	\$ 25,988,915	\$ 25,281,334	\$ 5,925,000	\$ 8,141,850	\$ 82,740,919	205,027,336
	Transportation Capital Reserve	3,626,375	1,730,989	1,356,326				-	6,713,690
	General Fund Balance/Tourism	12,879,645	4,750,513	3,829,071	2,291,734	2,450,000	-	-	26,200,963
	ARPA - Federal funds		4,800,000						4,800,000
	2016/2020 Bonds	21,131,964						-	21,131,964
	BA/DA Funding/CRTPO	6,659,695	1,081,882	5,812,424	920,000	3,475,000	5,445,000	5,980,000	29,374,001
	CRTPO - Park/Rec	-	140,000	257,600			1,348,425		1,746,025
	Transportation Referendum	-	-	13,450,894	4,662,000	-	-	-	18,112,894
	Parks and Recreation Referendum	-	-	920,000	-	-	1,348,425	-	2,268,425
	Installment Financing		-	-	16,757,600	-	-	-	16,757,600
	Escrow	189,011		362,600					551,611
	CDBG	716,844							716,844
	Admin/FS	-	-	-	650,000	-	-	76,760,919	77,410,919
		45,203,534	12,503,384	25,988,915	25,281,334	5,925,000	8,141,850	82,740,919	205,784,936

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: April 18, 2022

Subject: Mecklenburg County Assessor's Office Property Revaluation Presentation.

EXPLAIN REQUEST:

Mecklenburg County Assessor Ken Joyner's Team will give an update on the property re-evaluation process.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

None

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Bobby Williams, Assistant Town Manager

Date: April 18, 2022

Subject: Rose Williams, Executive Director, North Carolina League of Municipalities.

EXPLAIN REQUEST:

Rose Vaughn Williams is the Executive Director of the North Carolina League of Municipalities (NCLM). She directs the overall strategy and organizational activities, to enhance the League's ability to effectively serve as the governance partner for all NC cities and towns through the provision of superior advocacy, risk management, technical and educational services.

She will present an overview of the services provided by NCLM to the Town.

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

None

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 18, 2022

Subject: Approval of Minutes

EXPLAIN REQUEST:

Consider approving the minutes of the March 7, 2022 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve Minutes

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 030722DraftForBoard

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**March 7, 2022
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

The Huntersville Board of Commissioners held a Pre-meeting at Huntersville Town Hall, 101 Huntersville-Concord Road, at 4:30 p.m. on March 7, 2022.

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

Mayor Bales called the pre-meeting to order.

Discuss Various Retreat Topics Nos. 9, 10, 11, 13, 16, 17, 18 and 26

9. Breakout all contract services individually for the upcoming workshops. Jackie Huffman, Deputy Manager, presented two examples of documents that could be provided. *Refer to Exhibit No. 1.* It was the general consensus of the Board to include in the Manager's Recommended Budget the detail sheet showing contract services broken out by department.

10. Reduce Town Manager Spending to 25K from 150K. Anthony Roberts, Town Manager, suggested this item be discussed when Commissioner Kidwell is present.

Ms. Huffman pointed out that reports have not been sent on a regular basis detailing contracts that Mr. Roberts signed. The Board will start receiving those reports on a more regular basis.

11. Establishing Huntersville's identity as a community. Mayor Bales suggested starting at the Communications Committee to discuss a process. Ideas suggested by the Board included a contest in the schools, creating a small committee to look at who we are.
13. Affordable/workforce housing in Huntersville, considering comprehensive neighborhood improvement program (CNIP). Bobby Williams, Assistant Town Manager, presented PowerPoint on grants and Community/Housing Assistance. *PowerPoint attached hereto as Exhibit No. 2.*
16. Consider dividing commissioner seats into four districts and two at-large. Mr. Roberts reviewed PowerPoint on changing to four-year staggered terms. *PowerPoint attached hereto as Exhibit No. 3.* Staff will not move forward unless directed by the Board.
17. Consider revising the pay scale for Mayor and Commissioners. Ms. Huffman presented salary survey form the League of Municipalities. *Refer to Exhibit No. 4.* Commissioners Munger, Boone and Partee will meet to discuss and bring options back for the Board's consideration.

18. Review the language on whether a citizen can serve on multiple committees and discuss applications for board and committees. Mr. Roberts suggested discussing this item at a future pre-meeting.
26. Social Districts. It was the general consensus of the Board to move forward with social districts for Birkdale.

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on March 7, 2022.

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

Mayor Bales called the meeting to order.

Mayor Bales called for a moment of silence.

Mayor Bales led the Pledge of Allegiance.

STAFF QUESTIONS

None

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Jessica Bustamante, Mariah Evans and Helen Cathey announced the Loch Norman Highland Games will be held April 9-10 at Rural Hill.

Mayor Bales proclaimed March 2022 as Women's History Month.

***Town of Huntersville
Proclamation***

Whereas, Women's History Month is a dedicated month to reflect on the often-overlooked contributions of women to United States history. From Abigail Adams to Susan B. Anthony, Sojourner Truth to Rosa Parks, the timeline of women's history milestones stretches back to the founding of the United States; and

Whereas, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

Whereas, American women have played and continue to play critical economic, cultural, and social role in every sphere in the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

Whereas, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

Whereas, American women have served our country courageously in the military; and

Whereas, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, which create a more fair and just society for all.

Now, Therefore, I, Melinda Bales, Mayor of the Town of Huntersville, North Carolina, do hereby proclaim March 2022 as ***Women's History Month*** in the Town of Huntersville and commend its observance to all citizens.

In Witness Whereof, I do hereby set my hand and cause the Seal of the Town to be affixed, this the 7th day of March, 2022.

BeeJay Caldwell, 14521 New Haven Drive, addressed the Board concerning Rosenwald School #2 for Black Children. *Refer to written comments attached hereto as Exhibit No. 5.*

Lee Hallman, 100 Cambridge Grove, addressed the Board concerning Petition #TA22-02, Rail Transit Center Residential Density Bonus. *Refer to written comments attached hereto as Exhibit No. 6.*

Crystal Silvas, 13925 Beatties Ford Road, said I watched the meeting and again CSD was stated as being a by-right build. Again, this is a stadium according to Huntersville ordinance. Also, according to Huntersville ordinance, it is not allowed because it is not running as a membership fee basis to be an outdoor recreation facility. Two weeks ago I sent an email regarding this. I have not heard a reply yet. I'm hoping we can maybe get things moving here. I know you guys are going to be having another meeting regarding the noise ordinance. I will say two weeks ago I watched the pre-meeting and it was pretty astounding and frustrating that after hundreds of Huntersville residents came and said we have an issue with the noise level, that it was brought up that hey, let's just make it so they are not liable.....they don't have to follow the noise ordinance at all. That was pretty unbelievable to many of us and honestly frustrating since those are my tax dollars that went into revising an ordinance for a Davidson school where we have proven they are not following the noise ordinance. And it's not a reasonable volume. Our noise ordinance states that if it is a sound amplification device of any sort, we should not be able to hear that from 100' from that broadcast. My front door is about 1,500' and I have recordings over and over that I have sent to you, videos where I am inside of my home, and I can hear them playing their games. It's unbelievable also that the one time that the decibels were tested and brought before you was the one and only time, and I remember this game, I'm pretty sure I brought it up to Stacy, the one time that none of us were bothered by it. That's unacceptable. Any high school football game, the average is 90 decibels. My home is 43.5 during only the daytime hours. That's an average. I tested it 8 times throughout 12 hours. I'm going to ask that the questions that we have asked regarding the ordinances be answered. I'm going to ask that while we look at Cornelius and Davidson as far as noise ordinances, we also recognize the fact that they are not allowed to build a school in a Rural zone at all. They have to get special approval for any kind of sports stadium. It's not possible at all in Cornelius.

AGENDA CHANGES

Commissioner Munger made a motion to adopt the agenda.

Commissioner Partee seconded motion.

Motion carried 5 to 0.

CONSENT AGENDA

Approval of Minutes. Commissioner Boone made a motion to approve the minutes of the February 7, 2022 Regular Town Board Meeting. Commissioner Munger seconded motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #S22-01. Commissioner Boone made a motion to call a public hearing for Monday, April 4, 2022 at 6:00 p.m. at Huntersville Town Hall on Petition #S22-01 Birkdale Landing Special Sign District, a request by Firebirds International, LLC to create a Special Sign District Overlay for Birkdale Landing located at 16641 Birkdale Commons Parkway, Tax Parcel 00917184. Commissioner Munger seconded motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #TA22-03. Commissioner Boone made a motion to call a public hearing for Monday, April 4, 2022 at 6:00 p.m. at Huntersville Town Hall on Petition #TA22-03, Clear Sight Triangle at Street Intersection ordinance revision, a request by Town of Huntersville staff to amend Articles 8.9.1 and 12.2.2 to comply with State House Bill 489 language. Commissioner Munger seconded motion. Motion carried 5 to 0.

Call for Public Hearing – Petition #TA22-04. Commissioner Boone made a motion to call a public hearing for Monday, April 4, 2022 at 6:00 p.m. at Huntersville Town Hall on Petition #TA22-04, Solar Energy Facilities ordinance, a request by the Town of Huntersville staff to amend article 9.54 to remove the special use permit requirements from Minor Solar Energy Facilities and to bring language into compliance with 160D-914. Commissioner Munger seconded motion. Motion carried 5 to 0.

PUBLIC HEARINGS

Petition #TA22-01. Mayor Bales called to order public hearing on Petition #TA22-01, a request by the Town of Huntersville Planning Department to amend Articles 11.4.3(a), 11.4.9, and 12.2.1 of the Zoning Ordinance to clarify the down-zoning definition and initiation of the process.

Kayleigh Mielenz, Planner I, reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 7.*

The North Carolina General Statutes were amended in 2019 by creating a new Chapter 160D. This new Chapter consolidated city and county enabling statutes for development regulations into a single, unified chapter. Local governments had until July 1, 2021, to adopt the necessary ordinance amendments to comply with Chapter 160D. At that date, the rules and procedures of Chapter 160D will apply whether or not the local ordinance has been updated.

Text Amendment #TA21-01 was approved on June 21, 2021 and encompassed the majority of amendments required to comply with 160D, however did not include the updated language from 160D-601 that defines downzoning and explains who can initiate the downzoning of property. Therefore, the Zoning Ordinance requires a text amendment to ensure the language complies with 160D.

The Huntersville Ordinances Advisory Board recommended approval of Petition #TA22-01 on January 6, 2022. Planning staff recommends approval of the text amendment application as proposed. The Planning Board will hear this case on March 22.

Commissioner Phillips said are there specific examples of why this is important and needs to take place across the state? I talked to a developer and they said as it stands currently, anybody could have someone else's property potentially downzoned and that was why this is important.

Emily Sloop, Town Attorney, said I can't speak to the intent, but that seems to be the case, to protect against that very thing.

Commissioner Munger said I have a question pertaining to Section 2.9. The statement is “Therefore, two years after the date of approval of any petition for a conditional zoning district, or MH Overlay district, the Planning Board shall examine the progress made toward developing the property in accordance with the approved petition and any conditions attached thereto.” Currently there are no incidences where we’ve done this because this is the first step in pursuing this, where we would refer it back to the Planning Board.

Jack Simoneau, Planning Director, said that’s not changing. What that section basically says is when people go through conditional rezoning, the Town of Huntersville wants to make sure they are real projects and not hypothetical for rezoning. What it says is after two years of the date of approval, you go back and see if things have progressed. That’s not changing from this text amendment. Since I’ve been here there’s only one that I can think of that took a long time and that was Huntersville East. When it was approved the hold up was getting sewer up to that site and so they came back to the Town I think twice over a couple of years period to just say here’s where we are at in the process. Then the downturn of the economy came and the great recession and then the state legislature adopted a rule across the state of North Carolina that just basically put a hold on everybody’s timeline throughout the state. Bottom line is we are not changing that. Pretty much every development that goes through conditional rezoning, it’s a real project if it gets going.

Commissioner Munger said does the Planning Board actively track to ensure that projects that have been approved by this Board do in fact move along?

Mr. Simoneau said the Planning staff does it on behalf of the Planning Board.

Commissioner Kovacs said I was going to ask how we are monitoring this. Is it changing from 3 years to 2 years?

Mr. Simoneau said it is from 3 years to 2 years, because the statute says that vesting is for 2 years. We are just matching up our ordinance with the state statute.

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

Petition #TA21-15. Mayor Bales called to order public hearing on Petition #TA21-15, a request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 8.7, 12.2.1, 4, 7.10, and 7.11 to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height.

Jack Simoneau, Planning Director, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 8.*

North State Development, LLC rezoned 9.94 acres through a conditional rezoning to TC (CD) (R20-03). The developer later contacted the Planning Department about adding a 750 sq. ft. rooftop amenity space on the top corner of a mixed-use building where Gilead Road will meet Public Street A next to Town Center. The conditional rezoning for this project allowed a maximum building height of 52.5’.

Article 8.7 states that no area intended for human occupancy can exceed the height limit of buildings (in this case, 52.5’). Therefore, staff advised the developer a rooftop amenity space for the mixed-use building would not be permitted because it would increase the building height past the allowed

maximum of 52.5'. Staff also indicated rooftop amenities would be desirable in Huntersville and staff would investigate the potential of a zoning text amendment.

On October 7, 2021, Huntersville staff sought feedback from the Huntersville Ordinances Advisory Board regarding rooftop amenities. The Huntersville Ordinances Advisory Board expressed interest in the possibility of a text amendment, but wanted to see proposed ordinance language.

An initial draft of the proposed ordinance language for the rooftop amenity space text amendment went to the Huntersville Ordinances Advisory Board for discussion on December 2, 2021. Several members expressed concerns with the text amendment draft language and staff indicated a final draft would be presented in January 2022.

A final draft of TA21-15 was presented to the Huntersville Ordinances Advisory Board on January 6, 2022. The Huntersville Ordinances Advisory Board did not recommend approval of TA21-15.

Amy Hallman, 100 Cambridge Road, said the thing about the rooftop ordinance option for our downtown is you noticed that the zoning districts, none of those are for TC. TC is going to be unlimited. It's going to be whatever TC wants, whatever the downtown developers want to do, and I have to look out for those folks. I know in the pre-meeting we talked about having a committee to discover what we are going to be, if we are going to rebrand, or who we are going to be, and a lot of us are saying we are not a bedroom community. Some of you are saying we are not a village. We don't know what we are, so maybe we shouldn't start acting like a City of Charlotte if we are not entirely sure who we are yet. The City of Charlotte has rooftop amenities in their more urban areas. What about Cornelius? What about Davidson? We do this all the time where we say we looked at all these other municipalities that do these things. What about them? Do they have rooftop amenities in their smaller downtowns? My thought is, I think about this woman that comes in here all the time to talk about the noise at CSD out by the rural football fields and the noise and the lighting ordinance and how she can't get anything handled there and then it makes me think 100' is not going to take care of the families that already live in the downtown, much less where these other zoning districts are. The previous HOAB didn't vote to approve this, and I think that needs to be taken into consideration. I get that there's no amplified sound with this, but this weekend when we had the pound exercise where they are beating around, could they do that up there? Could they have drum circles? That sound is going to carry. We've lost a lot of trees on Gilead and 115. That's going to be a lot of sound that can go without the amplification. Fifteen feet (15') is a lot. It's another story and a half for a building that we've already given so much to that it's bigger than DPK, taller in places. To give them another 1-1/2', come on. I think that if you want to still take on the rooftop amenities, that they need to be special use permit because you need to be able to control that and you need to be able to take that into consideration on a case-by-case basis, not just a blanket saying come on in.

Commissioner Kovacs said the project that this was based off is 52-1/2' already approved, which is 4-1/2' above the allowable height. This 15' would not be on top of the 52-1/2' or it would be.

Mr. Simoneau said it would be.

Commissioner Kovacs said we've already had to provide a height variance and then it would be 15' on top of that.

Mr. Simoneau said correct.

Commissioner Kovacs said I'm not really understanding why we are going to change an ordinance for one project, so I wondered have there been other builders or developers that have come requesting this or was it just that one?

Mr. Simoneau said no builders have come and requested this. We heard what they were proposing to do. We as a staff said that might have applicability for other buildings in the future, so that's why we went to the Huntersville Ordinances Advisory Board to have that discussion. At that first meeting they said yes, let's draft something up. There wasn't yes, absolutely, let's do it. It was that might would make sense, but let's see what the text amendment would look like.

Commissioner Kovacs said I noticed that it said under access that it would be available to all residents of dwelling units. Since we are referring to North State, are we talking about only the residents of the apartment building or are we making it so it's allowable for the townhome residents. Is it for the property as a whole or for just the building itself?

Mr. Simoneau said It could be for everybody in the North State subdivision, but that will be up to the developer. They might want to just limit it to the residents of the apartments. If they want to open it up for everybody in the subdivision, then we could count it as open space that's required.

Commissioner Kovacs said I'm uncomfortable with the idea of this being able to count towards their urban open space requirements. We are trying to keep green space and I feel like this might just lead into another back door to shove a few more dwellings into a project so that way they can just put green space on top. One of my questions was already kind of touched upon, but I am very concerned about noise levels. I know we have a noise ordinance that we are working on and the idea of putting this into play and saying well it's okay, the sound ordinances will cover it. I don't feel confident that would be appropriate at this time. As we heard one of the speakers previously say, I know it's a different situation, but we say 100' and she lives 1,500' and can hear. If we're talking about this project, we are taking down all those trees which takes away all of those sound barriers and then adding something 67-1/2' tall, that sound is going to carry, so I'm really worried about residents that are in the surrounding area. I just think when I was reading the HOAB minutes, I think them not being able to come to a consensus even after three meetings is very telling. I do appreciate the work you have put into this, I'm just very uncomfortable with this.

Commissioner Phillips said as it stands right now if somebody like a North State wanted to do this, is there a process for them to go through. Is it conditional or special use?

Mr. Simoneau said the conditional rezoning that was approved limited their height to 52'. If they wanted to exceed that, they will need to come back to the conditional rezoning. As it was mentioned, the height limit is 48'. For their conditional rezoning they got it moved up to 52-1/2' and if they want to go higher than that for space that folks will be occupying, they will have to come back and amend their conditional rezoning.

Commissioner Phillips said I'm not trying to make decisions tonight, but there's one project that's already been very controversial, the only one who could use this as it stands. All Huntersville isn't downtown. Downtown is already here and they're trying to stomach this North State thing and then it's like we thought we put it to rest and then wait there's more. What also concerns me, and I know these are little things, but they're huge things if you live over there, like the lights at 11 p.m. I'm a night owl, cool by me. Derek not so much. That's a lot. In my fun 20's I loved staying with friends in downtown because they had all these fun things, but I'm really uncomfortable with this and I'm uncomfortable the

Town is taking the lead. I personally just feel like this should be something that comes to us on a case-by-case basis because while this might be something awesome for Bryton or Birkdale or even the business park, I don't think this is it for downtown and I'd rather just deal with them one by one until we have too many and then let's go from there.

Commissioner Partee said over the past weekend I read the Huntersville Ordinances Advisory Board's minutes and I read all the comments that the committee members have made. I love rooftop amenity space. The socialization that it provides, the entertainment, and also the availability to the members or the residents that live there are very important. The question that I see, is it right for Huntersville. The City of Charlotte has a lot of open space amenities and it's nice to sit up there and have a drink and see the skyline of the city and of the sunset. But that's urban. That's the city. Huntersville is different. When my wife and I chose to move here, we moved here because of the rural feel – the trees, the greenery. Huntersville has a quaint and distinct character and to me that character is we want to maintain the feel of a rural presence. Having a roof top amenity four stories above Gilead Road doesn't feel right to me. I'm going to sit here and I'm going to re-read and listen to the community, see how they feel, and then I'll make my judgment accordingly.

Commissioner Munger said one of things that was put out there a couple different times was that the HOAB failed to act in one way or another. It was 4 to 4. I just want to throw out in the record that in one part of the minutes from the HOAB meeting, Scott Moore specifically stated that he would not be voting in favor of this because while a step in the right direction, he thinks that the sound noise additions are unnecessary and the 1,500 sq. ft. is too limiting. He would be comfortable with the height exceeding 15' and we should do everything we can to incentivize these improvements. Part of the reason I read this is because he actually wanted it to be more expansive than it is. We limited it down. We did still arrive at a 4 to 4 vote, but it provides a little bit of context as to what was happening on the HOAB. With that said, the questions I have for you are more of a technical nature. If we mentioned one of the avenues available to North State is if they wouldn't open themselves back up to a CD rezoning. If they put that on the table to allow this for this specific instance, do they put everything back on the table.

Mr. Simoneau said conditional rezoning is that only which an applicant offers. The applicant would have to come back and say I want to exceed the 52-1/2".

Commissioner Munger said a speaker asked specifically do Cornelius or Davidson allow this type of rooftop amenity.

Mr. Simoneau said not that we are aware of, but I know in Cornelius they do allow six stories, so we are actually a couple of stories below them. I know it's hard to compare apples and oranges.

Commissioner Munger said that's a fair statement. Section 8.7.5(b) shall not exceed 1,500 sq. ft. How did we arrive at this number?

Mr. Simoneau said that was based on feedback from the Huntersville Ordinances Advisory Board and then looking at the ordinance that we had checked in your agenda packets, so it was do we do it as a square foot limit, do we do it as a percentage limit, and we came up this square foot limit.

Commissioner Munger said someone had mentioned in the HOAB minutes that perhaps instead of having just a blanket, everything count towards urban open space, maybe just a percentage of that. Did staff take that into consideration?

Mr. Simoneau said we looked at it and we just limited it to 1,500 sq. ft. which is what the limit is on that, so if they provide it, they could get that one-to-one ratio essentially for urban open space.

Commissioner Munger said Zoning Ordinance 8.7.2, any part of a non-civic structure which extends above the height limit must be separated from lot lines a minimum distance of 1' for every 4' in height measured from the ground. My understanding of this, and I'm going to round up and say if this building plus rooftop amenities is 68', the setback should be 17'. I know I'm probably wrong on that, but you can correct me.

Mr. Simoneau said the sentence before that talks about if you are adjacent to a residential zone, whatever your height is, you need to be 1' from that property line. The section you are talking about is now we are not next to residential and now it's the difference between your height limit and then your accessory structure that you are adding on top of it, in this case an amenity structure, and that's when that additional footage comes in.

Commissioner Munger said Section 8.7.5(a)(i), does it override this ordinance or are they in conflict with each other?

Mr. Simoneau it overrides. What we are talking about is if this project talks about what your setback is if you are adjacent to a single-family home in a Rural Transitional Neighborhood Residential General Residential it's 100'. That's the most restrictive standard, so that's going to apply.

Commissioner Boone said any chance of you emailing me the names of the members of the HOAB who voted in favor of this. I might be missing something.

Mr. Simoneau said we'll get that to you.

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

Petition #R21-17. Mayor Bales called to order public hearing on Petition #R21-17, a request by HFH Partners, LLC to rezone (+/- 3.8 acres) 202, 204, 206, 208 Gilead Road from Neighborhood Residential District to Traditional Neighborhood Development Urban Conditional District for a mixed-use development (Parcel #s 01712112, 01712111, 01712110, 01712109).

Brian Richards, Assistant Planning Director, entered the Staff Report into the record. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 9.*

The request is for a conditional district rezoning for the Gilead Road Mixed Use project. It is currently zoned Neighborhood Residential. The proposal is to rezone to Traditional Neighborhood Development Urban Conditional District. The project size is about 3.8 acres. The applicant is proposing to have up to 19,000 sq. ft. of commercial space and 29 townhomes. The building types will be Highway Commercial and attached housing. The proposed density is 7.6 units per acre. The developer is proposing two urban open spaces. At the front there's a small plaza and in the rear there's a pedestrian pathway for the cottages or townhomes in the rear to front upon. There is an existing home on the west portion of the property that's going to be renovated and there will be a new two-story building that's about 12,000 sq. ft. No TIA was required by the Town or the state for this project. Currently the site has 19 specimen trees. In this zoning district there's a requirement of a 30 percent tree save. They are proposing a 12

percent tree save which means they will be going into mitigation with the staff. The TND district does not have a canopy requirement.

The applicants are requesting four (4) modifications: (1) buffer modification; (2) reduction to rear setback; (3) building height modification to allow a height up to 33'; and (4) internal landscaping.

Mr. Richards reviewed the building elevations.

This plan is supported by the 2040 Huntersville Community Plan. Staff is in support of this petition.

Mayor Bales recognized the applicants, Jay Henson and Brian Hines.

Jay Henson, 8926 Lizzie Lane and Brian Hines, 121 Gilead Road, presented PowerPoint to the Board on their proposed plan. *Refer to PowerPoint attached hereto as Exhibit No. 10.*

Amy Hallman, 100 Cambridge Road, addressed the Board in support of the project. I actually like the project. There are some things that I hope that they can work on, obviously saving a few more trees, but overall the lots are fairly empty of trees and I think it's been a very thoughtful project especially in terms of the water system and how they are going to deal with the school and beside the McAulay property. I like the cottage townhomes. I'm hoping that there's some room for some maybe bigger porches on the front. I think that was something that was part of that homey feel to them, but overall when we talk about the 2040 Plan and wanting diversity and housing and this is really one of those things, especially the cottage townhomes.....they're different, they're not anything anybody has done. It's not just business as usual. As I said I think it's thoughtful.

Commissioner Partee said what is the square footage on the townhomes and square footage on the cottage houses?

Mr. Henson said the townhome square footage I'm going to say it averages 2,000 sq. ft.

Abe Lehman, 6020 Stephens Road, reviewed the five different floorplans. We start around just under 1,200 sq. ft. for two of the units to get some affordable spots to come in here. They are two bedrooms. And then we go into the two-stories in the 1,600 sq. ft. range. And then into the 2,000 sq. ft. range for the remainder of those units on the two stories. Then the three stories we'll have two different products within those. One is 1,600 sq. ft. and the other is just under 2,000 sq. ft.

Commissioner Munger said you had mentioned, I believe the townhomes across the front, the three stories, all have garages, is that correct? Do any of the other units have garages?

Mr. Henson said all of them except the two on the far right. That has a detached garage, but all the units along the courtyard, those have garages and the townhomes on Gilead will have garages, all two bedroom. We exceed the parking requirements of 1-1/2 per bedroom within that area, not counting the parking lot over to the west.

Commissioner Munger said out of curiosity I'm looking at all these units, there's one yellow spot you didn't point to, what is that? The one that is closest to Huntersville Elementary.

Mr. Henson said that's a detached garage.

Commissioner Munger said I know we are still working through Staff Comment 4, do you have in mind what kind and amount of trees you are planning on putting in.

Mr. Henson said we'd like to put the majority of the trees on site. We are going to have street trees along Gilead Road that will be small maturing trees per NCDOT requirements. By the time you have those in the courtyard we'll have a mixture of landscape material and trees, so they'll have a nice canopy in that area. We'll have some along the sides of the buildings. I'm not counting the buffers but all the interior parking lot, the sides of building, we are going to try to keep as many of those there on site as we can.

Commissioner Kovacs said do you have any idea of what kind of businesses you are going to put in or do you have any leads on businesses you are going to put into the yellow house or the commercial space.

Mr. Hines said we've just talked to the high level to just a few local or regional type restaurant groups, breweries, coffee shops, those kinds of things. This is one aspect of it that we haven't spent a lot of attention on yet in the marketplace. We've been trying to refine the architecture of the large building just trying to figure out the right combination that both users can kind of compliment each other, so we are going to start that process here shortly.

Commissioner Kovacs said I do really like the outdoor open space that you have and with the cottages I like the idea of people being able to sit on porches and kind of look out and stuff like that. I do kind of echo the comment I would hope there would be a little bit larger of a porch just to be able to enjoy this, because it's really neat aspect of it. Thank you for keeping yellow house.

Mr. Hines said for history, that was our old Town Attorney Bob Blythe's childhood home.

Commissioner Boone said I think in your presentation you had a slide in there that showed the number of feet from the post office and shopping center, so I think that's excellent information. If it's a two-bedroom townhouse, is it going to have a two-car garage? If it's one-bedroom are we talking a one-car garage?

Mr. Lehman said the two bedrooms will have a one-car garage. The three stories will have two-car garages and the three-bedrooms will have two-car garages.

Commissioner Boone said I just want to echo what everybody else has kind of said is the first time I saw this the porches that look onto the green were much larger and if you could do something to make those a little bit larger that would be great.

Mr. Lehman said it's hard to tell but most of those units have 16' wide porches and they are 11' deep. We tried to vary our elevations and not have the same thing continuously, so that we have different depths and different massing on those units.

Commissioner Phillips said I know that you guys are having issues with the tree situation. Have you had an arborist come out and check out the trees on the property, because it's my belief that if any of them are sicker or not going to make it, they should not count towards your tree save.

Mr. Henson said we have not had an arborist look at it and we need to do that. We've walked it. I've taken photographs of seven of them that I believe are dying or don't have a good aesthetic value.

Commissioner Phillips said do you think you would have that information before this comes back?

Mr. Henson said yes.

Commissioner Phillips said good, that's a huge factor and I don't think it's fair to charge you for something that's out of your control. The trees in the parking lot, do those count towards your tree save?

Henson said no.

Commissioner Phillips said what triggered this to not need a TIA?

Stephen Trott, Director of Engineering, said when you look at TIA's for a development, they are site specific. You have to look at the conditions and what's being proposed for each site. Based on the initial determination, it was over the Town's threshold to require a TIA. When it moved to that next step which is scoping, that's where you figure out what you have to study, the intersections that were over that threshold to study were actually within the State's US 21 at Gilead project, so they were excluded. There were no other intersections that were required to be studied based on the ordinance and therefore there was no TIA to complete. It went through a couple of steps, but no TIA was required based on the Town ordinance.

Commissioner Phillips said if they are required to pay into our tree save, can that money be specifically earmarked for parks, anything like that, in the downtown area.

Emily Sloop, Town Attorney, said as of right now and speaking with Planning, we are not aware of anything that would allow that specifically as far as earmarking goes, but we can look further into that.

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

Petition #TA22-02. Mayor Bales called to order public hearing on Petition #TA22-02, a Zoning Ordinance text amendment by the Huntersville Town Board affecting the Neighborhood Residential, Neighborhood Commercial, Town Center and Highway Commercial zoning districts by removing the ability to exceed 30 percent attached houses (row house, townhouse or duplex), apartment buildings and mixed-use buildings (commercial and residential in one multi-story building) in major subdivisions located within ¼ mile of designated rail transit stations (3.2.4(d)(4), 3.2.6(d)(4), 3.2.5(d)(4), 3.2.7(d)(4)(a)).

Jack Simoneau, Planning Director, reviewed the request. *Refer to Staff Report and Staff PowerPoint attached hereto as Exhibit No. 11.*

In the Neighborhood Residential, Neighborhood Commercial, Town Center and Highway Commercial zoning districts, major subdivisions are limited to 30 percent attached houses, apartment buildings and mixed-use buildings. However, there is also a provision where the 30 percent cap can be exceeded in major subdivisions within ¼ mile of designated rail transit stations. These provisions have been in the ordinance since 1996.

The first development to be approved under these provisions was Vermillion Village in 2017, followed by Huntersville Town Center/North State Development in 2021. Both properties are zoned Town Center-

CD. Since rail transit may not come, or if it does will be far into the future, the Town Board requested text amendment TA22-02 be processed for consideration.

Mr. Simoneau reviewed the three transit station locations. Staff supports the text amendment.

Robert Kerns, 301 Hillcrest Drive, said we've been talking about a lot about these things for a very long time now. Every time someone speaks of the rail transit station in Huntersville, they lose a little bit of creditability. They disrespect both their audience and themselves because we all know there's no light rail coming and we've known it for quite some time. I was initially a fan of this. I liked the scheme. The concept is good. I'm a fan of new urbanism satellite village concept, these things going back to 1996 or so. However, you have to admit, we've never had the support of all four north Mecklenburg towns for rail. One town votes for it, two others vote against it. Even our previous mayor was not really in support of the rail, certainly not for taxes paying for it, although I think he was willing to use it as a leverage to subvert existing zoning and I get a little bit of heartburn over that. Norfolk Southern has always been a problem. They could always veto the project and in fact they now have. TOD now seems like a ruse for developers to get the highest possible density in any given area, especially in our downtown area. The acronym TOD really ought to stand now for total overdevelopment. We need to plan intentionally for a sustainable future for our town. I'm happy about the new downtown steering committee and wish them the best, but we need to concentrate on improving the quality of life for residents of Huntersville and not just sell out for more, more, more. More is not always better. Where, for instance, are the improvements for inadequate and crumbling infrastructure. Where is the downtown park and nature area, which most exceptional cities embrace. Where's our pedestrian mall and our walkable/bikeable center city. While I sincerely appreciate the effort of the Downtown Steering Committee, what have we actually accomplished toward these goals in the last two decades. Mostly what I've seen is the fire station, gridlock, exploding population, and the useless toll road. I really think we can do better. Please vote for the text amendment to modify this TOD. It's a start.

Brad Kemper, 205 Providence Lane, said my family has been here since 1987. My wife's family has been here since human race existed. I want to just say that we are losing our charm. When I bring my children downtown, it's just going to be a lot of high-rise buildings with apartments, and I feel like we are being owned by this developer that's going to be right next to Discovery Place Kids. While I was very impressed with the last development group that showed a lot of charm, preserve historical homes, and it's somewhere I would like to actually take my kids depending on what the restaurants are. I work for an international company and I like to bring some of these people from Norway, Prague, all these places, to my area. Before COVID I would have tours of the Sherwood Forest neighborhood and I would take them down the old streets. I would kind of hide them against Guignard's dirty buildings over there, but for the most part they loved this area and now I'm getting to the point to where if I have people come to visit us now, do I really want to take them through the downtown city when we start getting these high rises of high development growth areas that don't have any charm for my kids to run around, go to the stores, go to activities. I think we are overpopulating ourselves with high development homes and I would like to have the charm back in Huntersville as much as we could. I don't think we can get it all back because I think we're owned by this one development group.

Ernie Lee, 302 Watkins Street, my wife and I have been here for 55-56 years and we are still struggling, but anyhow I come today asking you as commissioners, let's see if we can stay with the 2040 Plan. It's been on the books for a long, long time. A lot of people have looked forward to this. I'll tell you why. I'm a businessman and I've got some properties downtown right there next to the American Legion. A lot of people have invested their money to buy property. Why do they buy property? A lot of them are like me white headed, getting wrinkly and a little bit older, but they've got to go to a nursing home, so

now they have a great opportunity to sell their property. But if the commissioners allow it not to be sold and they can't get their money for what they thought they would get, down the road they are not going to have the money to put into their nursing home. Now we have hurt them, because they were counting on getting that money to have a better quality of life. You guys are struggling because you've got to make a decision on what you are going to do for the big town of Huntersville. Don't get me wrong, I was against that little episode going in my neighborhood. I sat on my front porch and I could see those trees out there and I've enjoyed those trees for years and years, but then I had to realize that there's more than just the trees. It's going to be money coming in for you guys. It's going to be taxes. And I know that's what you've got to be thinking about because we've all got to have the money for taxes to be able to pay the episode that's coming our way. And that is a great responsibility. I ask you today to take all this in consideration. What Brian and Jay is doing down here, those apartments, those cottage things, that's great, because that's an opportunity for people to walk downtown and that's what it is all about. If we don't do something about the town, we're going to become stagnated. You've got to have a certain amount of apartments, so I hope that y'all will kind of look at it and say well maybe we don't need all these, but we need a certain amount, because we need the people to come downtown to enjoy what we've got. If we're not going to show them what we've got, keep them away. About 56 years ago, some of these guys here might remember, we had one Tastee Freez – do you remember that. We could get some good chicken. And where is it at today. It's gone. Where did I have to go – I had to go all the way to Charlotte to get me a nice big steak. Thank God we got those buildings now, I can just go over to Birkdale. Why do I've got to go to Birkdale when I live here and I can just walk down enjoy some of this down here that we are trying to get. I ask you today heavy heartedly, take care of the 2040 Plan. It's been on the books too long and people look forward to it.

Lee Hallman, 100 Cambridge Road, addressed the Board. *Refer to written comments attached hereto as Exhibit No. 12.*

Amy Hallman, 100 Cambridge Road, said as our Mayor said last week in retreat we have a responsibility to leave this town in better shape than when we got here. Shook Kelly presented an economic development a few weeks ago and for those of you that don't know, they assessed in our downtown that we could already support 70,000 sq. ft. of commercial and retail right now without new construction. We've already approved almost 700 new residential rooftops within a ¼ mile of Town Center. The kicker to me was when they presented styles and types of buildings that do not have what they called the "X" factor. These would be the facades that they highly recommend against having and they look just like the apartment buildings that are coming on Gilead. I don't want them in downtown and I don't want them in Caldwell Station. For two years my friends and neighbors have been waiting to talk about this TOD ordinance. Every time we seem to make headway on this topic someone in Charlotte says, well we are open to discussing it and then we all start looking like Jim Carey's Lloyd Christmas in Dumb and Dumber gushing, so they're telling me there's a chance. The train in question is an elusive transit and a collusive transit station is a commuter rail. A heavy diesel energy intensive passenger train which would only come through 10 times a day at most. This is no light rail. And if we were going to build the light rail it would take billions of dollars to build new tracks for the light rail. Anyone using the parcel of land at 105 Maxwell as an example of what could/could not happen with the TOD, it's trying to lure you in. The Town bought that property for a reason. You are going to control it. Surely you are not planning on residential development there yourself, so let that example go. Anyone who uses the Bellamoore apartments across from Primal Brewery as an example comparable is conflating the two purposely. The lot on which Bellamoore was built was over 5 acres always. It was one lot always, not pieced together. Anyone using these tactics has their hand in the cookie jar and doesn't want to stop eating all the cookies. The minor cookies, the major cookies, all the cookies as you will allow. The TOD ordinance is bad for Huntersville at this time and is as bad as anyone allowing you to

eat all the cookies in the cookie jar. With the TOD mindset, developers don't have to bring you their best plans. By right they will bring you the budget friendly bland or store brand cookies, you know the kind, as many as the bag will hold for practically nothing. You'll eat them if that's all you have and if they are already selling why upgrade. At least make them bring you the Pepperidge Farm. Where's the heck is Ms. Fields. Dare to dream people, why wouldn't you want to require the boutique style small business cookies, you know the ones that we all crave for parties and gifts. Remove the TOD ordinance. If the train miraculously reappears, you can put it back if you want to. Be a good steward of that cookie jar control. Do it for the health of the town.

Commissioner Phillips said can we remove TOD from one specific area of town or is that spot zoning?

Mr. Simoneau said just so we are clear, this text amendment is not for one specific area of town. This text amendment is for the four districts.

Commissioner Phillips said I'm aware, but could we do the opposite, where we allow this zoning for Bryton and Sam Furr, but then we exclude downtown.

Mr. Simoneau said so in the case of Bryton, they've already got TOD zoning, so they have a vested right, so they are not going to be coming back to you. In the case of Sam Furr, they actually rezoned their property to TND to get their 100 percent attached. They were not looking at a transit-oriented zoning district. They were looking for TND, similar to what we had earlier tonight next to the post office and next to the school. They don't need a TOD zoning. They've got a Traditional Neighborhood Development. Those two areas kind of are out play, so to speak. I will say on the Sam Furr area, there are some properties on the west side of 115 that are zoned Neighborhood Residential that will be caught up in this. You couldn't treat Neighborhood Residential district different depending on where its location is. It's got to be across the board wherever these four zones are.

Commissioner Phillips said how long have we had this zoning and when was the last time it was modified?

Mr. Simoneau said we've had it in the ordinance since 1996. A couple of words have been changed from 1996 up until now, but only the two projects that I showed have taken advantage of that and that's Vermillion Village and North State.

Commissioner Phillips said will this impact the market value of properties in the area and if we have someone that is an expert in this field weigh in, could they use the properties the Town owns that would be impacted maybe to do a comparison of the market price?

Mr. Simoneau said it's been my experience that when we make code changes like this, it hasn't had a big effect. What affects the property value is what people sell it for and that just takes time and then it gets reappraised based on what that sale is and that just takes an amount of time. I can't answer the other question because I'm not an appraiser.

Commissioner Phillips said were notices sent to the public about this public hearing and if so, how was the information disseminated?

Mr. Simoneau said we go with the legal ad per the ordinance and per the statute. The Town Board announced they were calling a public hearing last month for today. We have a mailing list of some 400

odd people that ask for copies of our agendas, so they know what's going on. It's on the website. That's the method we use to get the word out.

Commissioner Phillips said can we specify this down to train and rail specific and then keep the buses or any other form of transportation?

Mr. Simoneau said this particular section that we put the "X" mark on, it only applies to rail, because it says rail transit stations are where you can exceed that 30 percent. To try to answer the question with bus, we do have a transit-oriented district that can apply to rail or bus and so Bryton was the first one that used the TOD zoning, but that was in 2006 when Norfolk Southern was at the table and it looked like they were working together. Since 2013 Norfolk Southern has walked away. In the interim up at Sam Furr they came to staff and said we are looking to do this project, what zones could we choose. We specifically said avoid TOD, because Norfolk Southern has walked away. It doesn't make any sense for somebody to ask for TOD. No one has asked for that. We've got developers who have talked to us away from that TOD zoning, it's up to them, nobody has really submitted that way, but for bus it is available and in fact we had one that was approved on Hambright Road where there is going to be a bus rapid transit area. There was a TOD zoning approved with that for apartments because there was bus rapid transit within ¼ mile.

Commissioner Phillips said have we gotten an opinion from the Lake Norman Chamber, the EDC, Visit Lake Norman, the Huntersville Chamber, on potential impacts to the businesses in the area?

Mr. Simoneau said no, we have not. We've done the advertisements that we need to do. I would simply offer if you looked at the map that we showed and included in your agenda packet, there are a number of projects that are approved in this downtown area that's going to bring homes to our area. Those we fully believe are going to help support businesses, so we are moving in the right direction. It's just this section is going to be putting us on hold for major subdivisions to exceed it, but still people can do just what we heard earlier today, they could ask for a TND zoning if they can make the argument to you here's my project, what do you think and so that's an option that's still open. It's not closing the door completely, it's just you've got to try a different method to go forward.

Commissioner Phillips said have you guys ever had a zoning come in, change it and then revert it back in the history of the Town?

Mr. Simoneau said I've been here 20 years and I'm sure that it has happened on occasion where somebody has zoned property and then they've taken it back. One that I can think of that happened just a couple of meetings ago was out on Beatties Ford Road where they had it zoned TR and then they asked for it to go back to R.

Commissioner Phillips said there's been some confusion with people who believe that if we do this it will somehow impact or get rid of upcoming projects like North State. Could you explain to people like how that is not possible.

Mr. Simoneau said what you see in white are approved projects – Vermillion Village, North State and Vermillion Front. Vermillion Front was approved under the original Vermillion rezoning in 1990's. These projects are legally vested, meaning they can proceed on. They are approved and when they are approved that kind of sets the standard for that time, so you can't go back and take those rights away from those developments.

Commissioner Kovacs said I just want to clarify something you said, if we remove TOD, we're not stopping building that's happening around there. There's still the opportunity for developers to come in and request TND to still get these developments there, it just doesn't allow them to automatically have this unlimited development. Correct?

Mr. Simoneau said right. The way I would word it is it just doesn't let them go through and use this section of the ordinance to do it, but there's other ways to do it and there's a lot of other uses that are allowed, so absolutely yes, development can and will occur. We had one on our agenda tonight of a new project of commercial, residential, TND, so I think that is proof on your agenda.

Commissioner Munger said I'm looking at staff comments on LU-11 and DT-2. If TA22-02 is approved allowing more than 30 percent, attached houses, apartment buildings and mixed-use buildings could occur through a rezoning providing a higher-level review by the Town than would occur with a by-right land use. Can you just kind of give me a context.

Mr. Simoneau said I'm going to go back to the case that we just had come before you. They were offering up architecture, buildings, this is where my garage is going to be, this is where my open space is going to be, we would like to see bigger porches. That is a perfect example when you go through a conditional district rezoning, the level of detail that can be discussed and talked about. Conditional district rezonings have to be what the applicant agrees to and the Board agrees to, so there has to be mutual agreement, but that illustrates that a level of detail that the Board can get into through that conditional district rezoning process.

Commissioner Munger said based on my reading of the stricken and remaining language in Section 2 (Article 3.2.5(d)(4)), by passing this we would be removing the no limit on percentage of dwelling units in attached housing and leaving a 45 percent cap in place. Is that correct?

Mr. Simoneau said correct. What the amendment would read if this is approved is "Notwithstanding the limitations of 3), above, the percentage of dwelling units contained in attached houses, apartment buildings and mixed-use buildings is not limited when the dwellings are part of a mixed-use (office and/or commercial, residential) project provided that no more than 45 percent of the habitable floor area within the planned development project is for residential use."

Commissioner Munger said we've spoken a couple of times about a previous project that was presented here tonight. Is there a particular way that this would potentially adversely affect that particular application or would they have alternate routes such as TND to have a larger amount of attached housing still available to them?

Mr. Simoneau said if somebody had a major subdivision and they wanted to exceed 30 percent attached or apartments or mixed-use buildings, there is a TND option that's available to rezone to. I will say that it is context related, so it's got to be in an area where it meets the intent of the TND. What we heard earlier today is that this project that was presented earlier, it's walkable to a school, it's walkable to the post office. There's shopping. There's the downtown. It kind of fits that context, so as long as it kind of fits that context and it does not violate some other law such as spot zoning, then yes that's an option available.

Commissioner Boone said when's the last time you talked to the railroad, Norfolk Southern?

Mr. Simoneau said they don't talk to me. They go to the Mayor. It is at Charlotte Area Transit discussion level. If you talking to our Engineering Department, they talk to them on a regular basis about just crossings, but if you are asking in terms of rail transit, that is handled through CATS.

Commissioner Boone said Mr. Roberts, do you have a date the last time you might have talked to them?

Anthony Roberts, Town Manager, said I'll just be specific to your question. The answer is I have not talked to the Rail Division.

Commissioner Boone said Madam Mayor?

Mayor Bales said I have not either.

Frank Gammon, Planning Board, said I have two questions. One is what was the vote at the Ordinances Advisory Board for this text amendment.

Mr. Simoneau said the Ordinances Advisory Board did recommend approval of this unanimously.

Mr. Gammon the second question, if this TA22-02 were in effect when North State and the applicable Vermillion project were approved, how would that have impacted the density? The current ordinance allowed them to have unlimited density. How would this text amendment have impacted it or changed that?

Mr. Simoneau said just to be clear, those projects could have asked for a TND zoning to do exactly what they are approved to do.

Commissioner Phillips said instead of closing this public hearing tonight we would like to leave it open for a minimum of 30 days to so that all questions are answered, all comments are brought in and that Commissioner Kidwell who is not here, this was an item he put on the agenda, can be handled too.

Mayor Bales said I'll leave that to the Board.

Commissioner Munger said I would second that if that were a motion.

Mayor Bales said is that a motion?

Commissioner Phillips made a motion to keep the public hearing open for 30 days to ensure that we are getting proper information to make sure all six Town Board members have their say in this matter.

Commissioner Munger seconded motion.

Commissioner Partee said this is going before the Planning Board at the end of the month, so we leave it open for 30 days, will that affect the Planning Board's decision on this?

Mayor Bales said it would affect the Planning Board's decision.

Mr. Simoneau said just to be clear, it is not a law that the public hearing be closed before the Planning Board makes a recommendation. That's the way it has always worked, but it's not a requirement. Just to be clear as I'm understanding, it said 30 days, but to clarify, is the intent to keep the public hearing

open until your first meeting in April, which will be April 4, so that night it's on the agenda. Is that what the intent is?

Commissioner Phillips said yes.

Mr. Simoneau said I think that makes it clearer to us. Getting back to the question, though, it is not required that the public hearing be closed before a Planning Board recommendation, but typically that's what's been done.

Emily Sloop, Town Attorney, said it's not a law. Typically, in Huntersville we do wait so the Planning Board has the benefit of hearing exactly what was said during the joint public hearing before making their recommendation. The Town Board could opt to allow it to move forward, or they could also hold the public hearing open, allow it to close and then have it go to the Planning Board.

Commissioner Phillips amended her motion to keep this open until April 4, 2022.

Commissioner Munger seconded amended motion.

Commissioner Kovacs said when will we vote on it?

Mr. Simoneau said right now it is scheduled for April 18.

Commissioner Kovacs said could we still vote that day if we keep the public hearing open?

Mr. Simoneau said yes. That would be two weeks, so you will close the public hearing on the 4th and then two weeks later you will actually make a decision, assuming you are comfortable with having the Planning Board make their recommendation, which would be on Tuesday, March 22. Do understand the Planning Board can continue an item as well, so that would kind of hold up the whole decision-making process.

Commissioner Boone said I just want to understand this, that every time we have a public hearing and a commissioner is absent, we are going to delay it until the next meeting.

Commissioner Phillips said I would say in this situation why he is not here is absolutely acceptable and the fact that his name when this got put on the agenda initially was right beside the item, not on this but when it got brought up the first time, it was Commissioner Kidwell and Commissioner Kovacs, and I personally feel like we shouldn't be closing this without his say. He can't help that he's not here right now. I feel like the people who put it on the agenda should both have an equal say.

Commissioner Boone said I understand that, but I just want to be sure that we are not setting this for the record for future times if we don't have all six commissioners, we can't delay the closing of the public hearing. This is a one-time deal.

Mayor Bales called for the vote to continue public hearing until April 4, 2022.

Motion carried 5 to 0.

OTHER BUSINESS

None

MAYOR AND COMMISSIONER REPORTS/CLOSING COMMENTS

Commissioner Boone

- Festival of Services will be held in the Huntington Green neighborhood on April 2.
- Activities since last meeting: Participated in mentoring session with one of the new Planning Board members; met with Sally Ashworth from Visit Lake Norman about getting tax dollars for a walking app; met with Chief Hoyle and Major Graham; attended Cool Kids Clubhouse Open House; met with principal of Hopewell High School; attended Planning Board meeting; visited the Public Works Building; attended two OHHS meetings; met with Ada Jenkins and Caterpillar Ministries; attended Mayor's Fitness Challenge Kick-off.

Commissioner Kovacs

- Provided update from the Huntersville Regional Chamber of Commerce.
- Provided update from Lake Norman Chamber of Commerce.
- Wished her husband happy anniversary.

Commissioner Phillips

- Expressed appreciation for the update earlier in the meeting on the Loch Norman Games.

Commissioner Partee

- Attended the 2nd year anniversary reception at Cool Kids Clubhouse.
- Attended the Town Board budget and planning retreat.
- Huntersville Police Department provides free gun safe locks.

Commissioner Munger

- Huntersville Ordinances Advisory Board met on March 3.
- Attended the Municipal Educational Advisory Committee (MEAC) meeting last Wednesday.
- Next meeting of the Public Arts Commission is March 9.
- Consider supporting local non-profits.

Mayor Bales

- Metropolitan Transit Commission gave us status on the Envision my Ride efforts.
- Lake Norman Economic Development Corporation has a total of 37 projects, 20 of which are in Huntersville.
- LNEDEC hosted a Journey 360 project last Friday where students from the three area high schools visited three businesses.
- Attended ribbon cutting at Apricot Lane in Birkdale.
- Colonial Pipeline would like to host the Board to tour the spill site.
- Huntersville 101 started last week.
- Encouraged citizens to participate in the Mayor's Fitness Challenge.

CLOSED SESSION

Commissioner Boone made a motion to go into closed session pursuant to N.C.G.S. 143-318.11(a)(3) to give instructions on N.C. Utilities Commission Docket No. ES-165 SUB 0 In the Matter of Petition of Reynolds Consumer Products, Inc. for Reassignment of Electric Service Territory.

Commissioner Munger seconded motion.

Motion carried 5 to 0.

Upon return from closed session, there being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2022.

DRAFT

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Michael Jaycocks, Director of Parks & Recreation

Date: April 18, 2022

Subject: Budget Amendment - Double Doors at Rec Center

EXPLAIN REQUEST:

The funds generated from the Recreation Center Sponsorship agreement will be used to install double doors on the eastside of the building near the loading and unloading area. The current door is only a single door and it is difficult to get large items in and out of the facility. This will help improve the functionality of the facility to allow easier access to bring in equipment and materials for large events and programs that take place at the facility. Since the current door needs to be replaced, we feel this is the best time to make this improvement.

ACTION RECOMMENDED:

Consider approving budget amendment to move \$20,000 from the Signage Fund (10.3515 9999) to the Capital Fund (10.6200.0500)

FINANCIAL IMPLICATIONS:

Transferring \$20,000 from Signage Fund (10.3515 9999) to Capital Fund (10.6200.0500)

ATTACHMENTS:

None

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Michael Jaycocks, Director of Parks & Recreation

Date: April 18, 2022

Subject: Resolution - Huntersville Athletic Park Athletic Field Conversion Lighting Project

EXPLAIN REQUEST:

The Town received two bids during the second bid opening for the sports lighting conversion project at Huntersville Athletic Park. This project includes upgrading the existing lighting system to LEDs and adding new control systems. This project will be using existing poles. The new system will be a cloudbased system that can be operated remotely. Premier Sports Lighting was the lowest responsible bidder with a bid of \$318,000. This project was approved in the FY22 budget.

ACTION RECOMMENDED:

Consider approving Resolution and Construction Contract with Premier Sports Lighting for Huntersville Athletic Park.

FINANCIAL IMPLICATIONS:

\$318,000 from the approved FY22 budget.

ATTACHMENTS:

1. HAP Lighting Project Bid Tab 3-31-22-
2. R-2022-13 Resolution awarding the Huntersville Athletic Park Athletic Field Lighting Conversion Project contract with Premier Sports Lighting
3. HAP Sports Lighting- Premier Sports Lighting Final



Huntersville Athletic Park Lighting Project

Town of Huntersville

March 31, 2022 – 2pm

Bid Results

Contractor	License No.	Bid Bond	Addendum #1	Addendum #2	Non-Collusion Affidavit	Total Bid Amount
E.F Belk and Son Inc.	U-00143-00	*	*	*	*	\$574,638.00
Premier Sports Lighting	U-27448	*	*	*	*	\$318,000.00



**RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE BID FOR THE
HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD CONVERSION LIGHTING
PROJECT AND APPROVE THE CONSTRUCTION CONTRACT**

WHEREAS, the Town of Huntersville received formal, written, sealed bids for the renovation of the Huntersville Athletic Park Athletic Field Conversion Lighting Project (the "Project"); and

WHEREAS, the lowest responsive responsible bidder was **Premier Sports Lighting, LLC**, located in Gastonia, NC ("Low Bidder"); and

WHEREAS, the Town wishes to award the Project to the Low Bidder, and approve and establish administrative authority for the construction contract with the Low Bidder;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners awards the Project to the Low Bidder, in accordance with the Bid Proposal submitted, as modified by the Contract Documents, and accepts the alternates bid as follows:

Base Bid consisting of:

<u>Sports Lighting Conversion to LED Lights</u>	\$318,000.00 (lump sum)
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<u>Total Bid Amount:</u>	\$318,000.00
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2. The draft Construction Contract, attached hereto as Exhibit 1, is hereby approved. As used herein, the Construction Contract is deemed to include Exhibit A, attached thereto, and all Contract Documents identified and incorporated therein by reference.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement attached with such modification as may be required. Provided a budget amendment is not necessary, the Town Manager shall have the authority to approve change orders to the Construction Contract for time and price, however the total of all change orders approved by the Town Manager may not exceed four percent (10%) of the Total Bid Amount stated in paragraph 1, above.
4. This Resolution shall be effective as of the date its adoption.

Adopted this 18 day of April, 2022.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING

SINGLE PRIME GENERAL CONSTRUCTION CONTRACT
BID PROPOSAL

HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING

ALTERING THE FACE OF THIS FORM IN ANY MANNER, OR PROVIDING INFORMATION NOT SPECIFICALLY REQUESTED SHALL RENDER THIS BID PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION BY THE TOWN

Date: March 29, 2022

TO: **Town of Huntersville**
North Carolina

Gentlemen:

The undersigned Bidder, having examined carefully the site, the Invitation to Bid, Instructions to Bidders, Construction Drawings, the form Construction Agreement, Supplementary Documents (if any) and subsequent Addenda (as acknowledged herein) for the Construction of Athletic Field Lighting with Associated Erosion Control and Site Improvements at Abernathy Park and Waymer Park, hereby proposes to furnish all labor, materials, equipment and services necessary to perform the work required in the aforementioned documents for the sum of:

1. Huntersville Athletic Park Athletic Field Lighting Complete: \$ 318,000.⁰⁰ (LS)

Total Base Bid: (Item 1) \$ 318,000.⁰⁰ (LS)

Town reserves the right to award contract based on Base Bid only.

The undersigned further agrees that this Bid Proposal shall be valid for a period of sixty (60) days from the date of receipt of the Bid Proposal and that if this Bid Proposal is accepted by the Town within this period, the Bidder will execute the Construction Agreement provided as part of the Contract Documents.

The undersigned further agrees to begin the work promptly upon receipt of the Notice to Proceed and to pursue the work with an adequate work force to complete the work within 240 calendar days from receipt of the Notice to Proceed. Liquidated Damages of \$200.00 per calendar day are hereby agreed upon as an assessment from the Contractor for failure to complete the work within the time period stated herein.

The undersigned Bidder further proposes and agrees to commence the work promptly upon notice, with an adequate force to satisfactorily complete the Project.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents.

Addendum No. 1 Dated March 15, 2022

Addendum No. 2 Dated March 29, 2022

HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING

Addendum No. _____ Dated _____

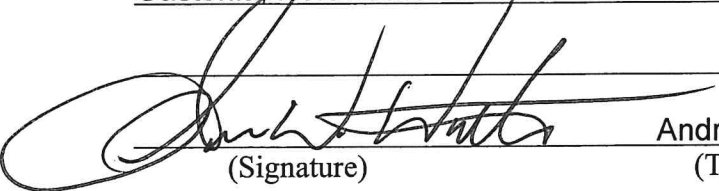
Addendum No. _____ Dated _____

CONTRACTOR: Premier Sports Lighting, LLC
(Company)

Contractor ☐ is or ☒ is not a historically underutilized business, registered with the North Carolina Office of Historically Underutilized Businesses. (Must be completed by all Bidders.)

ADDRESS: 2100 Chespark Drive

Gastonia, North Carolina 28052

BY:  Andrew Weathers
(Signature) (Typed Name)

TITLE: Chief Executive Officer

Electrical
NC General Contractor's License No. U.27448

NC State Sales and Use Tax Registration 601173199

☒ Non-collusion Affidavit has been completed and is attached to this Bid Proposal Form (Required)
(Note: Inclusion of the non-collusion affidavit is mandatory. A bid will be rejected as non-responsive if not included in the bid submission.)

Select One (One or the other must be chosen by the Bidder):

- ☒ Substitution Listing (if substitutions are being proposed) is attached to this Bid Proposal Form.
(Note: Failure to include the Substitution Listing with this Bid Proposal will render the substitutions ineligible for consideration by the Town.) OR
☐ Substitution Listing is not attached to this Bid Proposal Form (No substitutions are proposed.)

HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING



101 Huntersville-Concord Rd
Huntersville, NC 28078
(704) 875-6541

CONSTRUCTION CONTRACT

CONTRACTOR: *Premier Sports Lighting, LLC*
2100 Chespark Drive
Gastonia, NC 28052

PROJECT: **Huntersville Athletic Park Athletic Field Lighting**
PROJECT ADDRESS: **11720 Verhoeff Drive
Huntersville, NC 28078**

PROJECT ENGINEER: **Jim Henderson, PE**
LaBella Associates
400 S. Trade Street, Suite 1300
Charlotte, NC 28285
704-376-6423

This Construction Contract, and all exhibits, (collectively this "Contract") is entered into this 29th day of March, 2022 by and between, the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and, Premier Sports Lighting, LLC (the "Contractor") having an address of 2100 Chespark Dr. Gastonia, NC 28052

WITNESSETH:

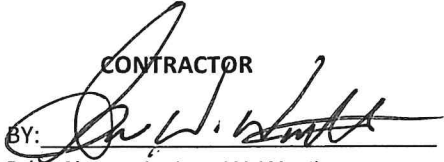
That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. Scope of Services. The Contractor agrees to provide the professional construction services needed to complete the Project in accordance with the Project Drawings and Specifications and the Contract Documents for the price stated in the Contractors Proposal Form, plus or minus the substitutions listed on the Substitution Listing which are accepted by the Town.
2. Contract Documents. The Contract Documents consist of, in addition to this Contract, the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, and the General Conditions of the Construction Contract, all of the foregoing being incorporated herein by reference as if fully set forth herein, and all parties agree to be bound thereby.
3. Time for Performance of the Work. The Work shall be completed within two hundred and forty (240) calendar days of receipt of the Notice to Proceed from the Town.
4. Payment for Services. For the performance of the Work Contractor shall be paid the lump sum of three hundred & eighteen thousand Dollars (\$ 318,000) in accordance with the terms and conditions provided in the General Conditions of the Construction Contract. *thousand dollars*

In witness thereof, the contracting parties, by their authorized agents, affix their signatures this 29th day of March, 2022.

HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING

CONTRACTOR

BY: 

Print Name: Andrew W. Weathers

Print Title: CEO

TOWN OF HUNTERSVILLE

BY: _____

Print Name:

Print Title:

This instrument has been pre-audited in that manner required by the North Carolina Budget and Fiscal Control Act.

Pattie McGinnis, Finance Director

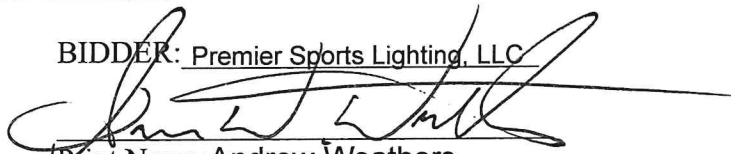
HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING

NON-COLLUSION AFFIDAVIT

I, on behalf of the Bidder, being first duly sworn or as the Contractor, do hereby represent on behalf of the Bidder that the Bid Proposal submitted was made without collusion or fraud and that neither I, nor anyone else affiliated with the Bidder to my knowledge, have offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their Bid Proposal, and neither I, nor anyone else affiliated with the Bidder to my knowledge, have conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

This the 29th day of March, 2022.

BIDDER: Premier Sports Lighting, LLC



Print Name: Andrew Weathers

Print Title: CEO

State of North Carolina

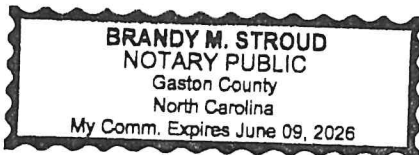
County of Gaston

Sworn to or subscribed before me this the 29th day of March, 2022.

(Official Seal)


Notary Public

Print Name: Brandy M. Stroud



HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through (Town of Huntersville)

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: The designer(s) are those referred to within the Contract documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean landscape architect and/or engineer responsible for preparing the Project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

2. Scope of Services. The Contractor agrees to perform for the Town the following services according to the following requirements:

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Mecklenburg County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion Affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Town's Standard Form Contract, and the General Conditions of the Construction Contract. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, the Substitution Listing (only those items accepted by the Town), Addenda, the Contract Drawings, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion Affidavit.

4. Licensure Required. The Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.

5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.

6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.

7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor will have 240 consecutive calendar days to complete the Work from the date of Contractor's receipt of the Notice to Proceed.

8. Payment for Services. In consideration of the above services, the Town will pay the Contractor, in accordance with the Contractor's, plus reimbursable expenses at the Contractor's actual cost (without markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Manager who will forward them to the Project Landscape Architect for Review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Project Landscape Architect must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents, and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

within five days of receipt of the certified Request for Payment from the Architect and shall pay all undisputed amounts therein.

a. The designer with the approval of the Owner may withhold payment for the following reasons:

- (1) Faulty work not corrected.
- (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- (4) The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
- (5) Claims filed against the Contractor or evidence that a claim will be filed.
- (6) Evidence that subcontractors have not been paid.
- (7) When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make owner liable for payment of interest to the Contractor as provided in G.S. 143 134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

b. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within the Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
 - a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

- b. Upon notice, the Contractor shall furnish evidence as to quality of materials.
 - c. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
 - d. The designer is the judge of equality for proposed substitution of products, materials or equipment.
 - e. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.
 - f. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
 - g. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. Cleaning Up And Restoration Of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.
- All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation.
14. Protection Of Work, Property, The Public And Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner. Contractor shall have access to the Project at all times.
- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
 - b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
 - c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.

- d. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

15. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
16. Entire Agreement. The Contract Documents constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the Town at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the Town and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Town or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner/designer for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's proposal. Within five (5) days after receipt of the change order executed by the Contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within five (5) days of receipt.
 - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.
 - b. If, during the progress of the work, the owner requests a change order and the Contractor's terms are unacceptable, the owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.
21. Substitutions. Substitutions proposed by the Contractor on the Substitution Listing Form, submitted with the Contractor's Bid Proposal, which are accepted by the Town shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Town, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. Strict Compliance. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Town.
29. General Provisions. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
30. Risk of Loss. Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, certified by the Architect, and approved by the Town.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Mecklenburg County. The Contractor makes no additional warranties, express or implied,

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

in connection with the Work. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.

32. Default. In the event of a breach by the Contractor, addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is terminated by the Town for the default of the Contractor, the Town shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.
33. Termination for Convenience. The Town shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) day notice in writing from the Town to the Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Town's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the Town for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
36. Valid Contract. In order for this Contract to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be preaudited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
37. Verification of Work Authorization. The Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
38. Iran Divestment List. With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the Town of Huntersville Rules Implementing Mediated Settlement Conferences for Town of Huntersville Construction Projects, the "Dispute Resolution Procedure."
41. Companies that Boycott Israel List. With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Comprehensive General Liability Insurance

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

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

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

c. Deductible

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

d. Other Insurance

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

e. Proof of Carriage

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

HUNTERSVILLE ATHLETIC PARK SPORTS LIGHTING CONVERSION PROJECT FOR HUNTERSVILLE PARKS AND RECREATION

SITE ADDRESS: 11720 VERHOEFF DRIVE
HUNTERSVILLE, NC 28078

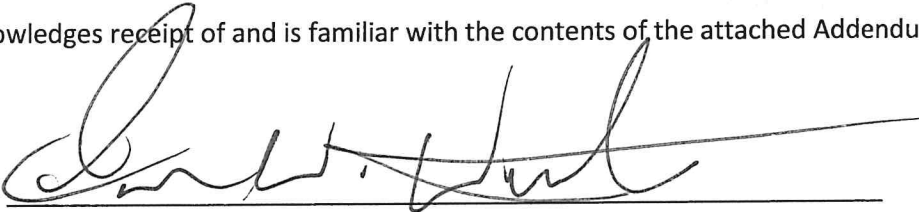
ADDENDUM #1

March 22, 2022

The Project Manual dated March 16, 2022 for the above project are hereby amended by the Town of Huntersville, as noted in this Addendum Number 1. Receipt of this Addendum shall be acknowledge by signing below and inserting this sheet in the bid envelope.

The bidder hereby acknowledges receipt of and is familiar with the contents of the attached Addendum No. 1.

Name (signed):



Name (printed): Andrew Weathers

Company: Premier Sports Lighting, LLC

Date: 3/29/2022

1. Contractor shall demolish concrete walkway sections in area of electrical panel as needed to reconfigure & extend conduits for stub-up into new pull boxes. Boxes shall be positioned at least 12" (min) from nearest edge of an existing of concrete section. After backstop demo and existing conduits are reconfigured & new conduits are installed, demolished walkway sections shall be replaced. Position pull-box and grout to flush with concrete surface.
2. Contractor shall be responsible for all trenching and backfill needed to install new electrical service and extend branch circuit wiring serving poles & scoreboards from each field as indicated on plans. Contractor shall fill and compact and provide a (min) 6" gravel fill layer as base for patch. Path material shall match existing.

**HUNTERSVILLE ATHLETIC PARK SPORTS
LIGHTING CONVERSION PROJECT
FOR
HUNTERSVILLE PARKS AND RECREATION**

**SITE ADDRESS: 11720 VERHOEFF DRIVE
HUNTERSVILLE, NC 28078**

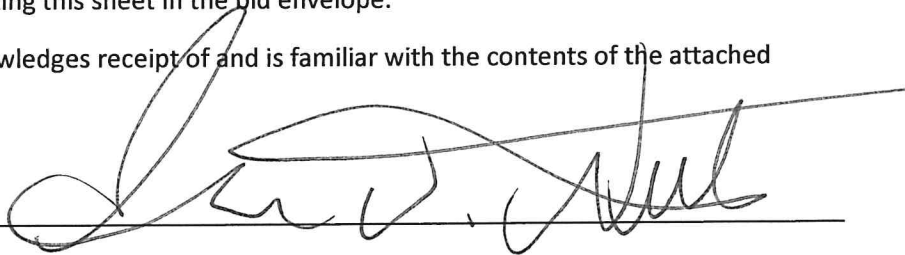
ADDENDUM #2

March 24, 2022

The Project Manual dated March 16, 2022 for the above project are hereby amended by the Town of Huntersville, as noted in this Addendum Number 2. Receipt of this Addendum shall be acknowledge by signing below and inserting this sheet in the bid envelope.

The bidder hereby acknowledges receipt of and is familiar with the contents of the attached Addendum No. 2.

Name (signed):



Name (printed): Andrew Weathers

Company: Premier Sports Lighting, LLC.

Date: March 29, 2022

1. The Following Substitutions have been approved for this project.
 - a. SolarMax LED Sport Luminaire 800WISF
 - b. Primer Sports Lighting Remote Pro 750W
2. Due to the proposed electrical rack location blocking the existing (vehicle) entry for Field #1, the new electrical service rack shall be located on the opposite side of the Utility transformer (i.e., centered between the back of the dugout and the concrete walkway).
3. In addition to removing the existing electrical panels/conduits/devices behind the backstop of each ball field, contractor shall also include demolition & removal of the (4) wooden screen walls this equipment is affixed to. Wooden posts shall be fully removed from ground or, if embedded in concrete, excavated and cut-off, 8" (min) below finished grade.
4. In addition to the existing Skylogix controller (at the soccer and MP fields), contractor shall also remove the (2) time clock switches

HUNTERSVILLE ATHLETIC PARK ATHLETIC FIELD LIGHTING

QUALIFICATION REQUIREMENTS FORM

In order to be considered for this project, the Contractor must meet the following minimum qualification requirements

- A. The companying bidding on the project shall have been in business for at least 5 years, and been the prime contractor, and have performed similar types of sports lighting installation projects.
- B. Be a licensed North Carolina General contractor.
- C. Company and/or principals of firm must not have been assessed liquidated damages on similar type of projects in the past 3 years.
- D. Be capable of providing percent performance and payment bonds as specified in the contract.
- E. Be able to provide the insurance required by the Contractor and all the subcontractors that will be on site.
- F. Provide at least three (3) sports lighting projects completed by the Contractor with reference names and phone numbers.

I have read and understand all sections of the Bidder's Qualifications. This page must be submitted with bid.

Signed By: _____

Title: (Owner, Partner or Corporate President or Vice President only) CEO/Owner

AIA® Document A310™ – 2010

Bid Bond 169-BB

CONTRACTOR:

(Name, legal status and address)

Premier Sports Lighting, LLC
2020 Remount Rd Suite R100
Gastonia, NC 28054

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250

OWNER:

(Name, legal status and address)

Town of Huntersville - Parks and Recreation Department
105 Gilead Road, Third Floor
Huntersville, NC 28078

BOND AMOUNT:

5% of Maximum Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Huntersville Athletic Park Sports Lighting Conversion Project at
11720 Verhoeff Drive Huntersville, NC 28078

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

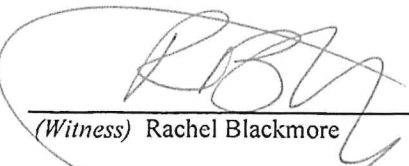
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March, 2022


(Witness)


(Witness) Rachel Blackmore

Premier Sports Lighting, LLC

(Principal)

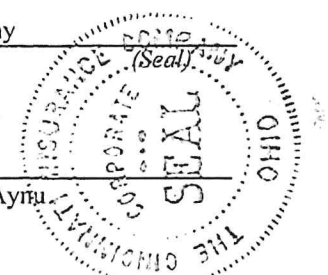
(Seal)

CEO
(Title)

The Cincinnati Insurance Company

(Surety)


(Title) Attorney-in-Fact: Nebiyou Ayin



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Anthony M. Macinanti; Kimberly D. Santiago; Nebiyu Aynu; Kimberly A. Horning and/or Rachel L. Blackmore
each in their separate capacity

of Sterling, Virginia their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

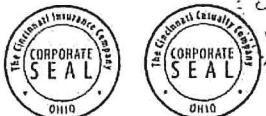
On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 16th day of March, 2022.



Ed H

LICENSE NUMBER

U.27448

EXPIRATION DATE

02/22/2023

STATE OF NORTH CAROLINA
BOARD OF EXAMINERS OF ELECTRICAL CONTRACTORS

THIS IS TO CERTIFY THAT:

Premier Sports Lighting, LLC

Stacey Wayne Bradley

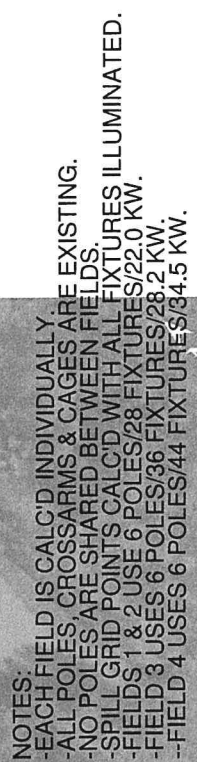


is duly registered and entitled to practice Electrical Contracting in the
Unlimited Classification License
Limitation: Any project regardless of value

Premier Sports Lighting, LLC
2100 Chespark Drive
Gastonia, NC 28021

Witness our hands and seal of the Board

Richard J. Love
Chairman
Quilley Moore
Secretary - Treasurer



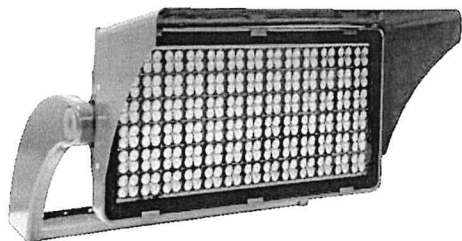


LUMINAIRE DATASHEETS

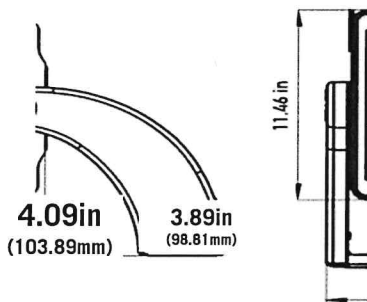
Play the Game in a Better Light™



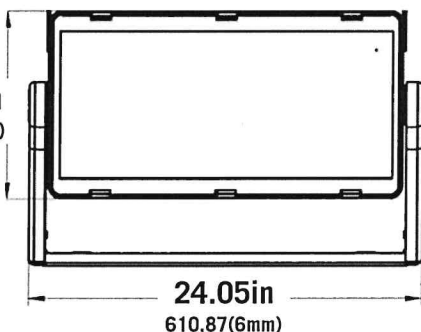
REMOTE PRO 750W



7.00in
(177.8mm)



11.46in
(291.08mm)



TOP PRODUCT FEATURES

- 112,000+ lumen output
- Glare and cutoff control via Louver and TIR Optical System
- Virtually eliminate maintenance with accessible components
- Industry leading light source reliability with low driver current LEDs
- Wireless, Wired DMX or sACN controls options to suit your needs
- Impact Resistant Tempered high transmission glass that protects from vandalization and prevents down time in the event of impact to the glass.

LUMINAIRE FEATURES

Delivered Lumens	Up to 112,500
Input Wattage	Up to 788
Input Voltage	180-528VAC
Efficiency Range	130-144 lm/W
CRI	75 typical. 70 minimum
Color Temperature (CCT)	5700K
Distribution	Narrow, Medium, Wide
Dimming Range	DIM TO OFF, 10%-100%
UL ambient temp. Rating	-40°C to +45°C (-40°F to 113°F)
Usage	Indoor & Outdoor
Mounting Option (3G Rated)	Local Yoke
Surge Protection	Each enclosure is equipped with 75KV
Weight (luminaire)	35 lbs
EPA (Effective Projected Area)	≤ 1.84 (sq. ft.)
Ingress Protection	IP 66
Material & Finish	Die cast aluminum, powder coated

Electrical Performance Data

PN	Input Voltage Range	Nominal Input Power	Input Current	Power Factor (>60%load)	THD (>60%)	Inrush (A2s)	Inrush Period (ms)	Peak Inrush (A)
750W	180-240V	781	3.5A Max	> 0.97	≤ 4%	< 0.25	3.2	15
	277V	781	3.5A Max	> 0.97	≤ 3%	< 0.25	3.2	15
	480V	781	2A Max	> 0.95	≤ 10%	< 0.50	3.3	20

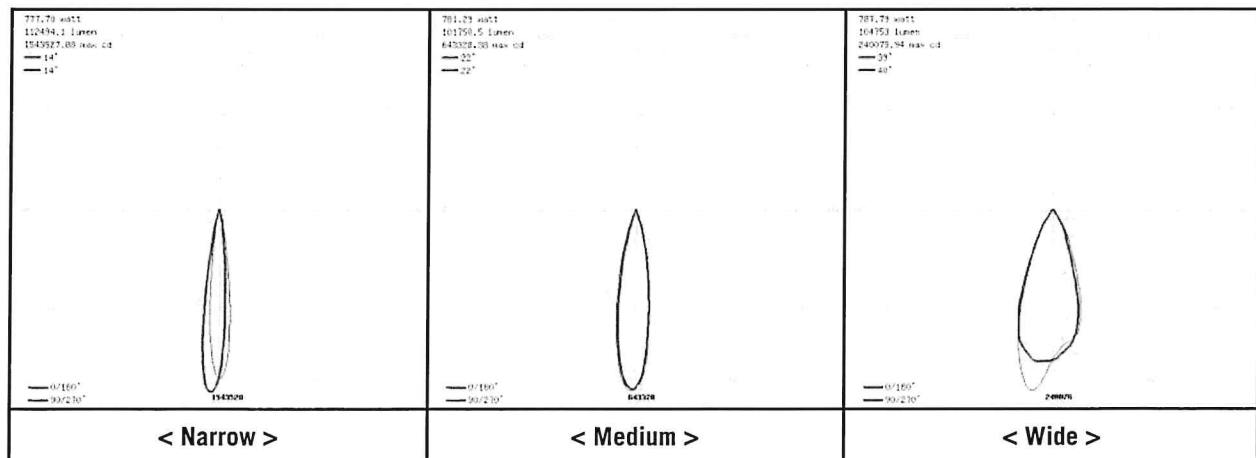


REMOTE PRO 750W

Optical Performance Data

Optic	NEMA Type	CRI	CCT	Delivered Lumens	Input Power	Lm/W	Beam Angle	Field Angle
Narrow	NEMA 2	Typical 75	5000K	112,494.1	777.70	144.65	H12.7 V12.9	H26.3 V25.0
		Typical 75	5700K	112,491.1	777.70	144.65	H12.7 V12.9	H26.3 V25.0
Medium	NEMA 3	Typical 75	5000K	101,750.5	781.29	130.23	H20.4 V19.7	H38.9 V37.1
		Typical 75	5700K	101,750.5	781.29	130.23	H20.4 V19.7	H38.9 V37.1
Wide	NEMA 4	Typical 75	5000K	104,753.0	787.79	132.97	H37.4 V39.4	H67.1 V65.2
		Typical 75	5700K	104,753.0	787.79	132.97	H37.4 V39.4	H67.1 V65.2

Photometry Data (750W / 5000K / 75 CRI)



Designed and Engineered
IN THE USA

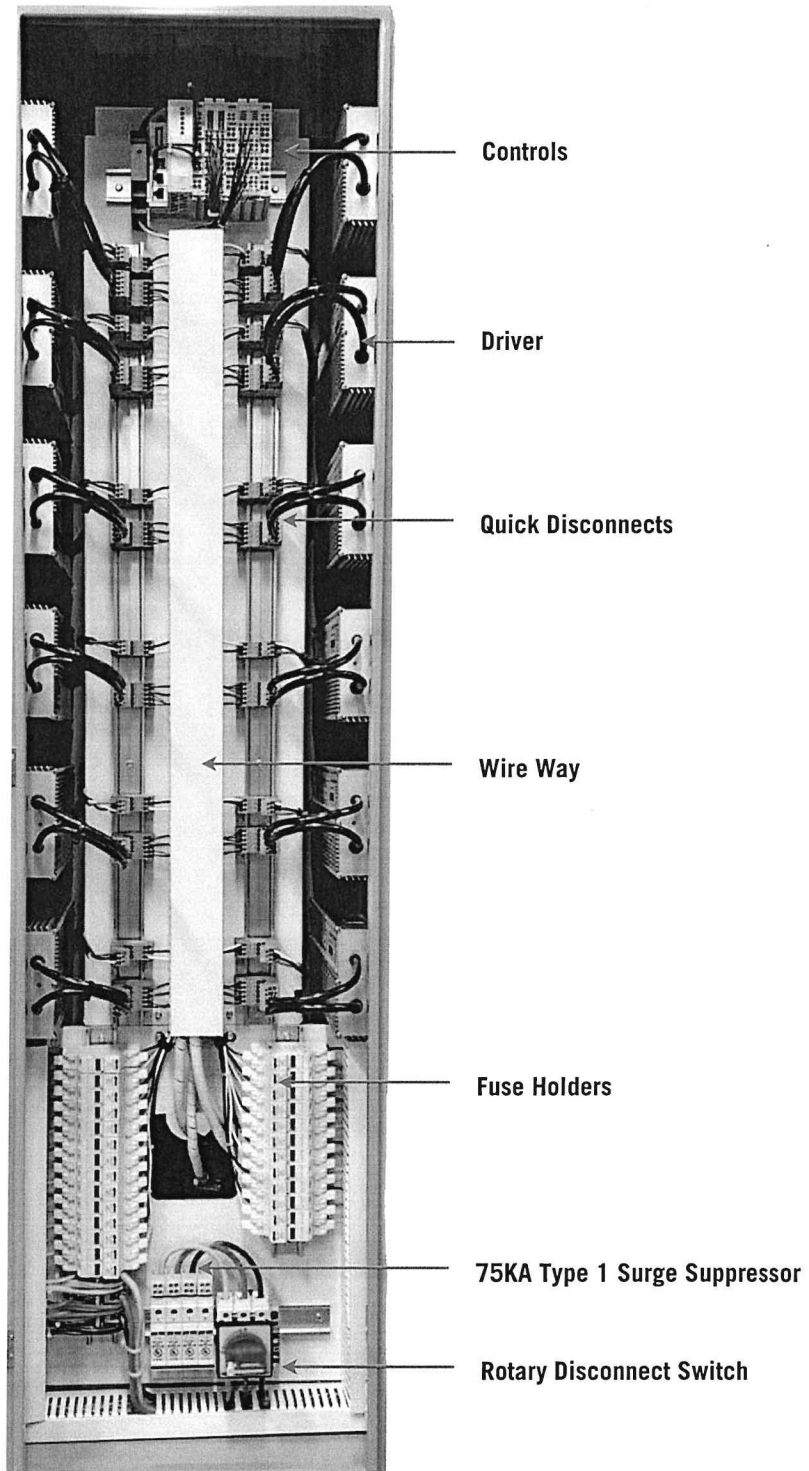




- **Factory-built and tested as a unit**
- **Quick connect plugs for easy field wiring**
- **Mounted 10ft above grade for servicing with ladder**
- **Labeled with pole identification and electrical information**
- **Drivers individually fused and spare fuses supplied**
- **Wire access from inside the pole** (no exposed wiring or conduit)
- **Rotary Disconnect per circuit**
- **Type 1, 75kA surge arrestor before the disconnect switch, providing exceptional surge protection**



- **Constructed of aluminum and powder-coated**
- **Enclosure ratings: NEMA 3R, IP54**
- **Designed to operate in up to 60° C (140° F) ambient temperature**
- **Aluminum lift off hinges for easy access to interior of enclosure**
- **Stainless steel lockable latches**
- **Meets touch-safe standards**
- **Up to 12 drivers per enclosure**
- **Approximate weight <125 lbs fully assembled**
- **Grounding continuity**
- **Fully tested before leaving factory**





SURGE PROTECTION

Play the Game in a Better Light™



SURGE PROTECTION

Overview

Transient surge is the most detrimental event that can happen to a LED sports lighting system. That's why we provide superior protection on our complete system.



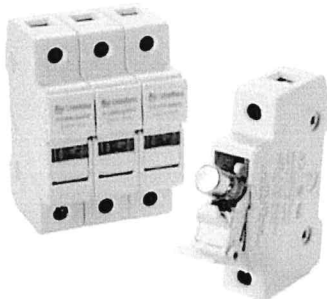
Main Distribution Panel

At all main distribution panels a 200kA UL1449 Type 1 surge suppression device is mounted and it is installed in parallel. Additionally, there is visual and audible fault indicators.



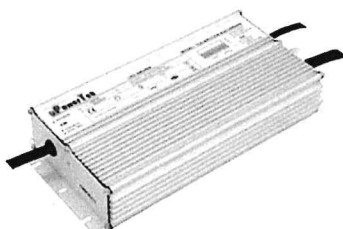
Remote Driver Enclosures

At each remote driver enclosure a UL1449 Type 1 75kA surge suppression device is installed. The main 3P 4W feed directly into our surge suppressor providing unmatched protection in the LED sports lighting industry. Each phase protector has visual fault indicators and remote contacts.



Driver Fusing

Each driver utilizes (2) Littelfuse Midget Fuse-holders with blown fuse indication. Each fuse holder utilizes 10Amp slow blow fuses manufactured by Eaton Bussman.



Driver Protection

Each driver is protected line to line 6kV, line to ground 10kV. Each driver utilizes 600V rated quick disconnects for AC, DC and Control wires for easy exchange in the event of a failure.



CONTROL SYSTEMS

Play the Game in a Better Light™



CONTACTOR CABINET

Overview

Lighting contractor cabinet provides on/off control of lighting system, remote monitoring and manual key-switch operation.

Control Features

- Lighting system and other customer equipment
- Key-activated switches allow manual control
- Up to 12 controllable zones via Modbus relays
- Industrial PC operating custom software

Technical Specifications

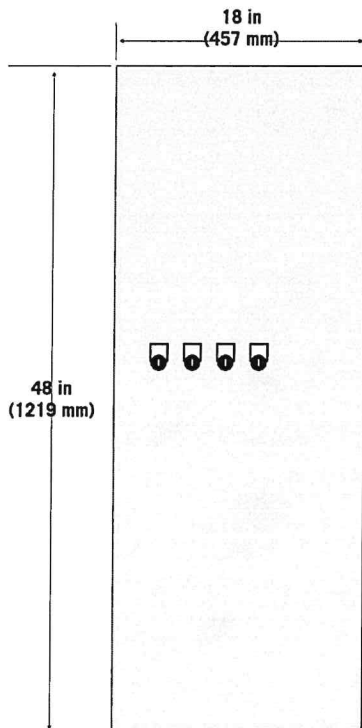
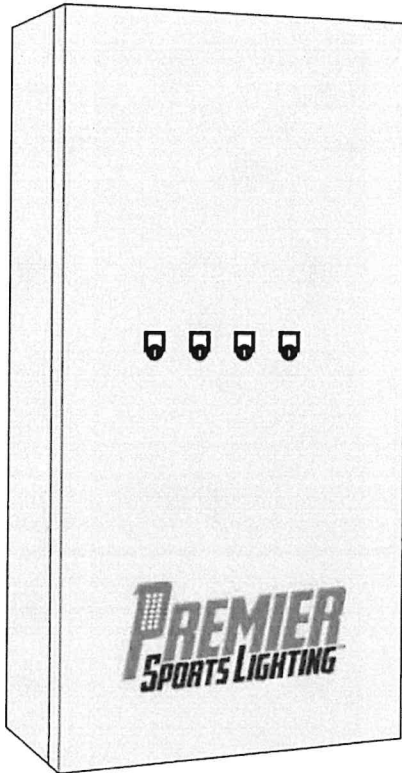
- Operating Temperature: -4°F to 140°F (-20°C to 60°C)
- Weight: Max 62 lb (28 kg)
- Dimensions: 48 x 18 x 8 in (1219 x 457 x 203 mm)

Contactor Current Rating

- 38A
- 50A
- 95A

Construction

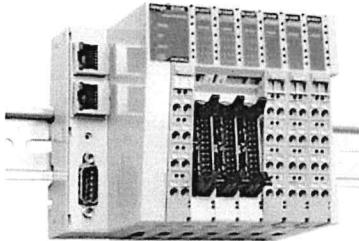
- NEMA 4
- Powder coated aluminum (14 gauge)
- Lockable
- Supports up to 480Vac
- Control system operates 200-480Vac
- 24Vdc coil contactor control voltage





CONTROL PRO AIR™

Wireless Lighting Control System



TOP PRODUCT FEATURES

- Master controller installed at electrical panel in enclosure provided by Premier Sports Lighting.
- Carrier-Class Throughput
- Delivers up to 300+ Mbps real TCP/IP throughput
- Dual frequency ability to find the best for your location

Control Pro Air™ Specifications

Manufacturing Material	Polycarbonate
Networking Interface	Gigabit Ethernet Port
Antenna Connector	N-Type Connector
Antenna	Dual Band (2.4GHz & 5GHz) Omni Fiberglass
Throughput	
2.4 GHz	160+ Mbps
5 GHz	300+ Mbps
Max Power Consumption	8W
Output Power	22 dBm
Power Supply	24VDC, 0.3A (minimum)
Power Method	24V Passive POE (Pairs 4, 5+; 7, 8 Return)
ESD/EMP Protection	24 kV Contact / Air
Operating Temperature	-40 to 70°C (-40 to 158°F)
Operating Humidity	50 to 95% Noncondensing
Shock and Vibration	ETSI300-019-1.4
Certifications	CE, FCC, IC
TX Power Specification	8x 256QA (5/6) 18 dBm
RX Power Specification	8x 256QA (5/6) -62 dBm
Operating Frequency (MHz)	
2.4GHz	2400-2483.5
5GHz	5150-5875
Cellular (Remote Access)	Verizon LTE or AT&T

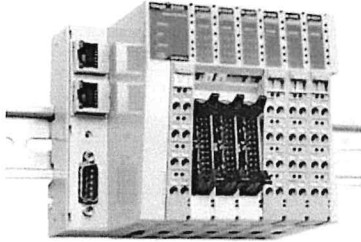
Control Pro Air™ Functions

Maximum # of Channels	Up to 1,024
Maximum Distance away from Master Controller	1,500 feet
Light Control	(5) Pre-programmed theatrical scenes controlled via web interface
Monitoring	Real-time monitoring of lighting status at the fixture and system level, outage notifications, storage of power consumption, and other system parameters which can be retrieved for later analysis*
Remote Monitoring	Web interface can be accessed through the internet via any web-enabled device
Driver Failure	Notification through email of the location of the potentially failed driver via 12Vdc Digital Input signal loss. Example: Pole 1 fixture 8
Lightning Monitoring	Notification of lightning strikes within 8 miles. Strikes within 1 mile will trigger a diagnostic system check to search for potential damages.
User Permissions	User and administrative accounts with multiple permission levels available
Scheduling	Ability to schedule up to 10 years in advance. Save up to 1000 schedules against memory loss.



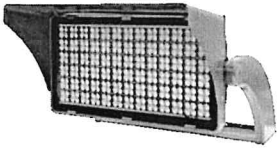
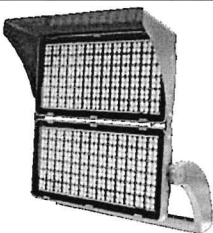
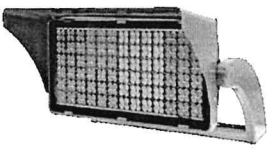
CONTROL PRO AIR™

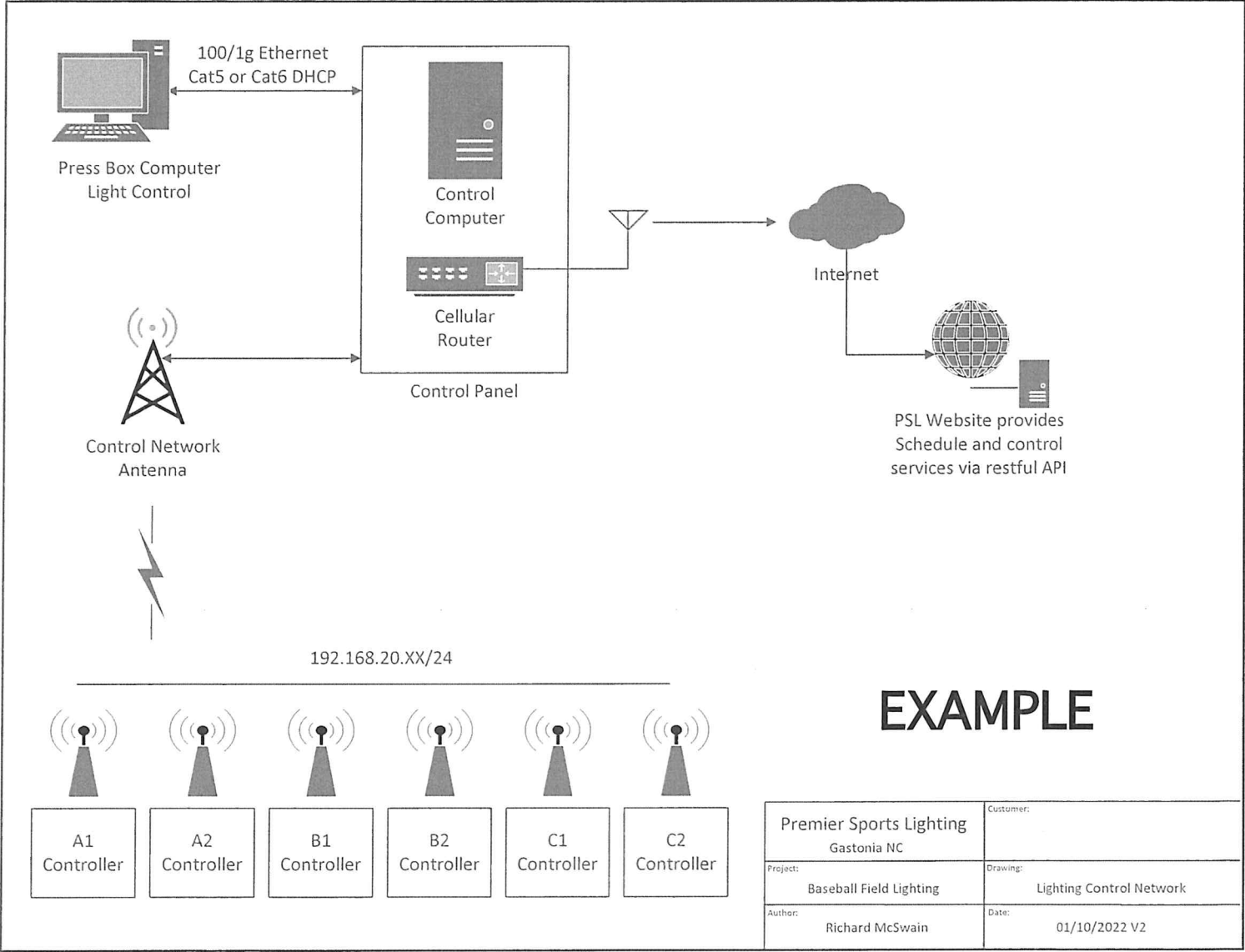
Wireless Lighting Control System



The Control Pro Air™, a wireless control system that provides theatrical scenes and effects, comes standard with (5) pre-designed and uploaded scenes with the capability to build new scenes*. For instance, build scenes to spotlight the national anthems, athlete introductions, halftimes, blackout the stadium, maintenance, and safety egress scenes.

Theatrical Scenes

Product	Color Type	Standard Scenes	Dancing Scenes
750w			
	5000K or 5700K	• High (100%) • Medium (66%) • Low (33%) • Blackout (0%)	• Pole Chase • Fixture Chase • Alternate • Flash (Standard & Fast)
1500W			
	5000K or 5700K	• High (100%) • Medium (66%) • Low (33%) • Blackout (0%)	• Pole Chase • Fixture Chase • Alternate • Flash (Standard & Fast)
RGB			
	5000K or 5700K	• High (100%) • Medium (66%) • Low (33%) • Blackout (0%) • RGB Color Mixing	• Pole Chase • Fixture Chase • Alternate • Flash (Standard & Fast) • RGB Flash





WARRANTY

Play the Game in a Better Light™



25-YEAR / 10-YEAR ALL-INCLUSIVE WARRANTY

Premier Sports Lighting, LLC provides a 25-year and 10-year "all-inclusive warranty" to the owner for complete peace of mind at no out-of-pocket cost.

What this warranty covers:

Premier Sports Lighting, LLC warrants both the 750-watt and 1,500-watt Remote Pro™ LED Lighting System for 25 years or 15,000 hours of usage from failure. All fixtures and or components are covered under this warranty for the full 25 years. All necessary labor, parts, wiring, etc. will be replaced or corrected at Premier's expense. The use and cost of equipment (cranes, lifts or other heavy construction equipment) is included in this warranty at Premier's expense.

What is covered and included:

- Total system coverage, lights, poles, drivers, controls, etc.
- All labor
- Lifts, crane or other equipment required for repair
- All parts will be supplied by PSL at no cost to owner
- Light levels are guaranteed for full 25-year period
- Fixture aiming and mounting is guaranteed.

What is not covered:

- Acts of God (*flood, hurricane, lightning, tornado, strong winds, hail, etc*)
- Vandalism
- Damage from improper installation
- Non-compliant power conditions (*power surges, etc.*)

Conditions of Service:

- Adequate, pre-determined egress/ingress is required for heavy service equipment
- Safe working environment for crews

Response Time:

- Normal non-emergency service work will be scheduled within owner's requirements
- Emergency service response will occur within a 24-hour period

Notes:

- This warranty is intended for normal usage for all Premier Sports Lighting's system's that would be installed on a grade school, high school sports venue, charter schools, park and recreation, collegiate level or other venue with normal use considerations. Please contact Premier Sports Lighting for high or extreme use facilities.
- If using existing poles in a retrofit/upgrade project the warranty automatically becomes 10 years.
- 15,000 of usage equates to 600 hours per year of available usage.

Play the Game in a Better Light™



REFERENCES

Play the Game in a Better Light™



Project References

Eric Sabin ~ Clemson University Athletics

Associate Athletic Director / Facilities Management & Capital Projects
Jervy Athletic Center
220 Perimeter Road, McFadden 119
Clemson, SC 29633
Email: sabin@clemson.edu
Tel: (850) 528-6646
Scope of Work: Retrofit of Soccer Stadium (May 2022)

Eric Thorp ~ Christ School

Athletic Director
500 christ School Rd.
Arden, NC 28704
Email: ethorp@christschool.org
Tel: (828) 684-6232 ext. 128
Scope of Work: New Baseball and Lacrosse Fields

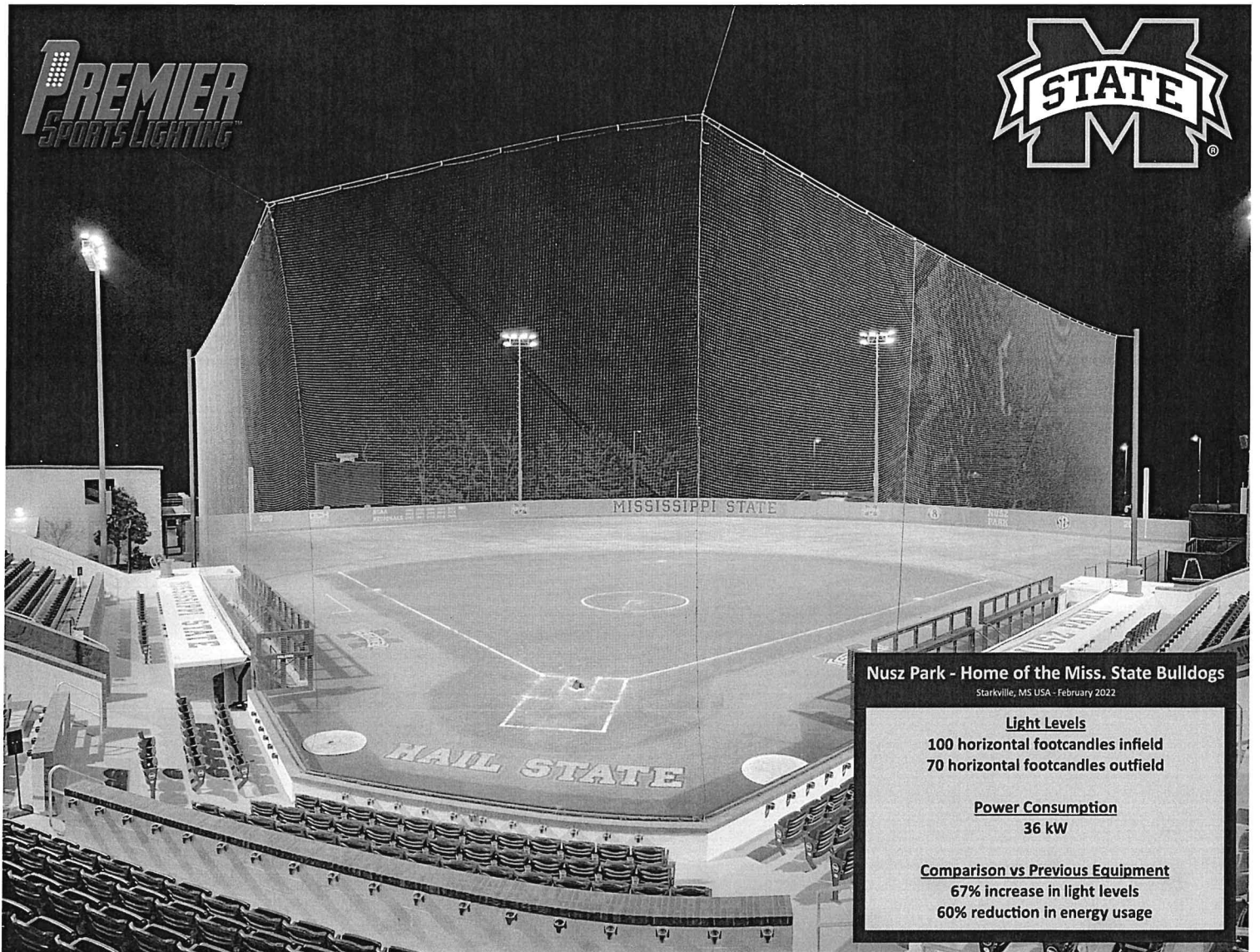
Amanda Brooks P.E., RCDD ~ Optima Engineering

Electrical Engineer
150 Fayetteville Street, Suite 520
Raleigh, NC 27601
Email: abrooks@optimaengineering.com
Tel: (919) 413-3566
Scope of Work: Approved our system for the upgrade of Carter-Finley Stadium (NC State Football)

Eric George ~ Mississippi State University

Executive Senior Associate A.D./CFO
288 Lakeview Drive
Mississippi State, MS 39762
Email: egeorge@athletics.msstate.edu
Tel: (662) 325-8670
Scope of Work: Softball Field Upgrade (more venues to come)

PREMIER
SPORTS LIGHTING



Nusz Park - Home of the Miss. State Bulldogs

Starkville, MS USA - February 2022

Light Levels

100 horizontal footcandles infield
70 horizontal footcandles outfield

Power Consumption

36 kW

Comparison vs Previous Equipment

67% increase in light levels
60% reduction in energy usage



**Historic Riggs Field ~ Home of the Clemson University Tigers
Coming April 2022**

PREMIER
SPORTS LIGHTING™

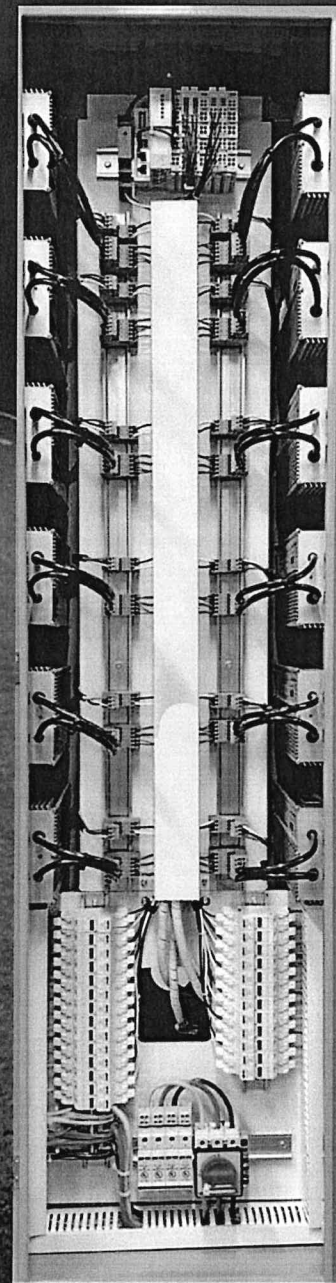
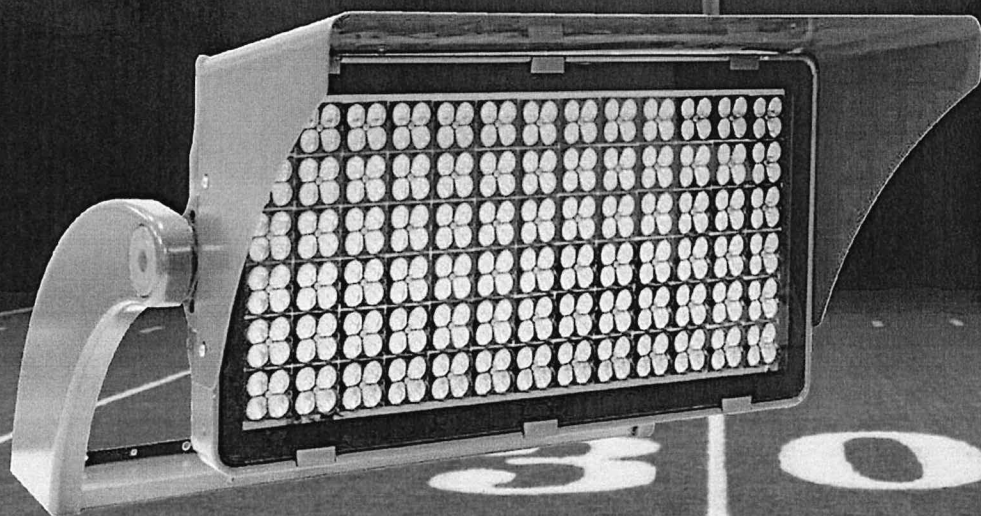


PRODUCT INFORMATION

Play the Game in a Better Light™

REMOTE PRO™ 750

PLAY THE GAME IN A BETTER LIGHT™



- ✓ Remote Drivers 10' Above Grade
- ✓ Lightning & Surge Suppression
- ✓ No Exposed Wiring To The Elements
- ✓ Easy Accessibility For Maintenance
- ✓ Equipped With Quick Disconnects
- ✓ Unmatched Glare & Spill Control

Andrew Weather

Ready to upgrade your venue with an LED sports lighting system? Have a question? Let our experts create your tailored solution. Just give us a call at (800) 674-6058 or email us at sales@psl-sports.com. We look forward to assisting you.

**PREMIER
SPORTS LIGHTING™**

SEEKING BETTER LIGHT

At Premier Sports Lighting, we're obsessed with going beyond the imagined possibilities of what light can do. The Remote Pro™ 750 is the result of advanced LED technology and Premier's need to constantly improve the overall performance and value of our products. Utilizing Premier's cutting-edge technology, the Remote Pro™ 750 blends extreme optical control, advanced thermal management and modern clean aesthetics to dramatically reduce maintenance and energy costs for a rapid return on investment.

PRODUCT SUMMARY

Initial Delivered Lumens: Up to 112,000 lumens

Initial Power: Up to 781 watts

Color Rendering Index (CRI): Typical: 75, Minimum: 70

CCT: 5000K (+/- 300K), 5700K (+/- 500K)

Replaces: Multiple 1500W HID

Enclosure: 60" Aluminum, NEMA 3R Rated

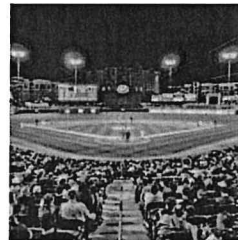
Limited Warranty: Standard 10 Year Parts & Labor (Up to 25 year)

TYPICAL FOOTBALL FIELD PRODUCT COMPARISON

	Remote Pro™ 750	Competitor M	Metal Halide
# of Fixtures	36	40	72
CRI	75	75	60
CCT	5700K	5700K	3800K
Total System KW	28.12	50.36	115.92
Efficacy (LPW)	Up to 142	Up to 115	Up to 75

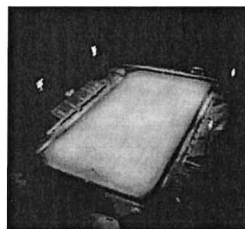
41% Energy Savings vs. Competitor M / 75% Energy Savings vs. MH

APPLICATIONS



Professional & Collegiate

Our systems offer a stunning theatrical effect for fans to really engage in the contest. The technology in our systems meets the needs of your venue and more importantly, your budget.



K-12

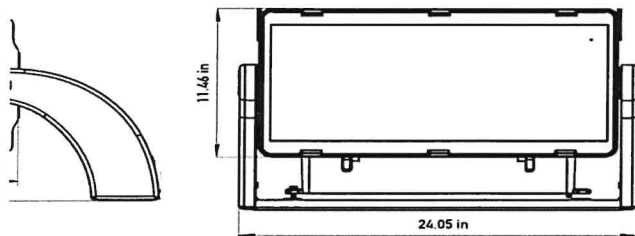
Your costs don't stop after your sports lighting system purchase. Our systems offers the lowest TCO ... guaranteed. Our energy efficiency is unmatched in today's lighting market. That means our systems cost less to operate over their life.



Municipal

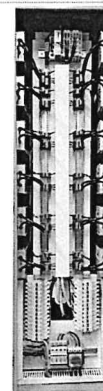
You're a central part of your community, so you want to give them the safest, most neighbor-friendly, and most energy-efficient light possible. Light your field, please your neighbors—and do it all under budget.

LUMINAIRE DIMENSIONS



Weight: 25 lbs. (11.34 kg)

60in Enclosure



Dimensions

16 x 60 x 12 in
406.4 x 1524 x 304.8 mm

Visit psl-sports.com or contact a Premier Sports Lighting representative to learn more

sales@psl-sports.com | 800.674.6058



ROHS
COMPLIANT

Designed and Engineered
IN THE USA



**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Emily Sloop, Town Attorney

Date: April 18, 2022

Subject: Approve Amendment to LUESA Interlocal Agreement with Mecklenburg and Cabarrus County.

EXPLAIN REQUEST:

Approve Amendment to LUESA Interlocal Agreement with Mecklenburg and Cabarrus County so that Mecklenburg County can continue to enforce Town ordinances in satellite corporate limits located in Cabarrus County.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Amendment to LUESA Interlocal 3-29-22 (Wade Edits) Spacing clean
2. Mecklenburg County fee Ords (2)
3. Huntersville Fee Schedule
4. Mecklenburg County - LUESA Amended

AMENDMENT FOR LAND DEVELOPMENT
SERVICES INTERLOCAL AGREEMENT

This AMENDMENT FOR LAND DEVELOPMENT SERVICES INTERLOCAL AGREEMENT (“Amendment”) is made and entered into to be effective _____, 2022 by and between Mecklenburg County, North Carolina (“County”), the Town of Huntersville, North Carolina (“Town”), and Cabarrus County, North Carolina (“Cabarrus”).

WITNESSETH:

WHEREAS, in 2000 the Town and County executed a “Land Development Services Interlocal Cooperation Agreement” (“Agreement”), and

WHEREAS, the Agreement outlines County enforcement of certain of the Town’s ordinances within the Town’s corporate limits and the Town’s extraterritorial jurisdiction pursuant to General Statute 153A-445(a)(l) and Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Town has annexed certain land located in Cabarrus into its satellite corporate limits;¹ and

WHEREAS, the parties now wish to amend the Agreement to clarify the area County will enforce on behalf of the Town; and

WHEREAS, the Agreement was amended on June 18, 2019 and in 2003; and

WHEREAS, Cabarrus is joining this Amendment to consent to the terms of the Agreement and this Amendment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, County, Town, and Cabarrus agree for themselves, their heirs, personal representatives, successors and assigns as follows:

1. **Land Development Jurisdiction.** Section 1(b) of the Agreement shall be amended by deleting the same in its entirety and inserting in lieu thereof the following:

b. “Land Development Jurisdiction. As used in this Amended and Restated Agreement the Town’s “Land Development Jurisdiction” shall be deemed to include all lands within the Town’s corporate limits, including its satellite corporate limits that are located outside of the County, and within the Town’s areas of extraterritorial jurisdiction.”

¹ “Satellite corporate limits” means the corporate limits of a noncontiguous area annexed pursuant to Part 4 of Chapter 160A of the North Carolina General Statutes. N.C.G.S. § 160A-58(3).

2. **Exhibit A.** Exhibit A of the Agreement shall be amended by deleting the 2019 fee schedules and inserting in lieu thereof the fee schedules adopted in 2021, and as may be amended from time to time.
3. **Definition of Contract; Capitalized Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.
4. **Unmodified Terms.** Terms and provisions of the Agreement which are not expressly modified by this Amendment shall remain in full force and effect.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment for the purposes above stated.

Town of Huntersville, North Carolina

By: _____
Town Manager

ATTEST:

Clerk to the Board

Mecklenburg County, North Carolina

By: _____
County Manager

ATTEST:

Clerk to the Board

Cabarrus County, North Carolina

By: _____
County Manager

ATTEST:

Clerk to the Board

MECKLENBURG COUNTY GOVERNMENT

FEE ORDINANCE

Land Use and Environmental Services

Revised:
May 19, 2020
June 4, 2019
July 1, 2017
July 6, 2016
June 02, 2015
July 1, 2014
May 20, 2013
November 5, 2012
June 5, 2012
June 21, 2011
June 7, 2011
May 17, 2011
May 5, 2010
April 21, 2010
March 16, 2010
June 16, 2009
December 9, 2008
May 16, 2008
January 17, 2008
December 26, 2007
June 21, 2007
February 26, 2007
August 21, 2006
June 19, 2006
November 1, 2005
November 11, 2004
August 24, 2004
July 1, 2004
January 29, 2004
June 4, 2003
October 3, 2002
July 18, 2002
June 25, 2002
May 14, 2002
April 30, 2002
February 6, 2001
January 3, 2001
June 20, 2000
April 18, 2000
January 5, 2000
September 27, 1999
June 7, 1999
March 3, 1999
May 13, 1998

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**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
MECKLENBURG COUNTY, NORTH CAROLINA THAT:**

The Mecklenburg County Land Use and Environmental Services Fee Ordinance as adopted on March 12, 1996 is amended to read as follows:

SECTION I.

Land Development Fee Schedule

For jurisdictions requiring engineering review and site inspections by Mecklenburg County staff:

Conceptual/sketch plan review (commercial and residential):

\$2,200.00

Small Commercial Projects –Construction (less than 1 denuded acre):

\$4,500.00

Plan review and construction inspection for storm drainage, water quality, erosion control, driveway permits, and covenants for sites of less than one denuded acre and less than 20,000 SF impervious surfaces

Large Commercial Projects –Construction (more than 1 denuded acre or Post Construction Control Ordinance is applicable):

\$9,300.00 + \$1,000.00/denuded acre above 5 acres

Plan review and construction inspection for storm drainage, water quality, erosion control, driveway permits, and covenants

Subdivision Projects:

Based upon denuded acreage of project, the fees are calculated using the Base Fee plus the Denuded Acreage Fee shown below:

Project Size (denuded acres)	Base Fee (\$)	Additional Denuded Acreage Fee (\$/denuded acre)
≤ 10 acres	\$16,200.00	\$1,050.00 below 10 acres
>10 acres and ≤ 25 acres	\$26,700.00	None
> 25 acres	\$26,700.00	\$500.00 above 25 acres

Plan review and construction inspection for storm drainage, water quality, erosion control, street design, construction inspection of streets, driveway permits, and covenants

Record Plat Review:

\$1,500.00

NOTE: * - The customer will have the option to pay for plan review related services at plan submittal (70% of the total fee) and the remaining balance (30% of the total fee) at plan approval.

Public Projects:**\$4,600.00 + \$1,000.00/denuded acre**

For projects receiving erosion control permits from NCDENR

Plan review and construction inspection for storm drainage, water quality, driveway permits, and covenants

Charges for Limited Permits:**\$620.00/denuded acre**

Erosion Control permit only

Charges for As-Built Surveys**\$740.00**

As-Built Survey – Storm drainage

\$1,100.00

As-Built Survey – BMP

Charges for Revisions:**\$970.00**

Minor changes to approved plans*

\$1,800.00

Major changes to approved plans

\$740.00

Revisions to approved plans

Bond Fees**\$1,200.00**

Posting of a New Surety

\$1,200.00

Renewal of a Surety

\$1,200.00

Reduction of a Surety

\$1,200.00

Replacement of a Surety

\$1,200.00

Release of a Surety

\$530.00

Bond Default Letter (required when bond holder does not provide timely bond renewal information and the County Attorney writes a default letter to ensure the bond does not expire)

Examples of minor changes are ones that effect: less than an acre, two lengths of storm drainage pipe, one floodway cross-section, or two single-family lots.*Re-Review Fee:****\$110.00/hour**

Re-Review fees will be charged as follows:

Program Scope:

Any project will be allowed two, three, or four review cycles within the basic fee structure as described in the table below. (Herein, a “project” is defined as any scope of work requiring Plan Review. Any project exceeding the specified number of reviews would be subject to re-review fee as described below.

- Reviews will be performed on an hourly basis and payment made as described below.
- An appeal process will be available to professionals or other customers who believe Plan Review turndowns were not justified.

Re-Review Fee:

The fee will be charged on any project for each Plan Review beyond the number of reviews specified in the table below. The Re-Review Fee would be in addition to any permit fee, expedited fee, or other permit charge. The Re-Review Fee will be paid by the Lead Project Designer prior to plan approval.

Definition:

Where the term “Lead Project Designer” is used, it refers to the following:

- 1) The seal holding engineer or land surveyor on a project shall be responsible for all re-reviews required and all related re-review fees.
- 2) If a project has no engineer or land surveyor, the owner’s contractor shall be responsible for all re-reviews required and all related re-review fees.

Appeals Process:

Where disagreements occur on review comments or interpretations, impacting a project's review status, an appeal will be available. Appeals will be directed to the Lead Project Manager, who, when necessary, will consult the Land Development Program Manager of the issue in question. Appeals may only be submitted in writing, with all relevant information provided. Appeals must be submitted within 10 working days of the review rejection date. An appeal decision will be made within 10 working days of receiving the written appeal.

For project reviews beyond the specified review cycles listed below (The Re-Review Fee would be in addition to any land development fee and will be paid by prior to project approval):

Review Type	Cycle Number above which hourly review rate applies
As-Built	3
Concept	2
Erosion Control Only	2
Small Commercial	3
Large Commercial	3
Subdivision	4
Major Revision	2
Minor Revision	2
Plat	2
Plat Revision	2
Public Projects	3

Re-Inspection Fee:**\$370.00 per Inspection**

Re-inspection fees apply as follows:

Program Scope:

Re-Inspection fees apply to each re-inspection when:

- A re-inspection is required because an owner, owner's representative or contractor schedules an inspector to be present for a Land Development inspection and staff arrive on-site but fail the inspection because the site is not ready for the inspection,
 - A re-inspection is required by an owner, owner's representative or contractor after two (2) consecutive failed inspections of the same roadway segment,
 - A re-inspection is required because an owner, owner's representative or contractor fails to perform corrective actions within 30 calendar days of a field mark-up of infrastructure, or
 - A re-inspection is requested by an owner, owner's representative or contractor that involves a Land Development, Zoning or Erosion Control inspection prior to a bond being secured because additional work was completed after the initial inspection.
- Fee applies to each re-inspection.
 - An appeal process will be available to owners, or owner's contractors who believe re-inspection fees are not justified

Appeals Process:

Appeals will be directed to the Supervisor, who, when necessary, will consult the Land Development Program Manager of the inspection in question. Appeals may only be submitted in writing, with all relevant information provided. Appeals must be submitted within 10 working days of the inspection failure date or request date. An appeal decision will be made within 10 working days of receiving the written appeal.

The Re-Inspection Fee would be in addition to any land development fee and will be paid by prior to the owner, or owner's contractor receiving a re-inspection:

Fees must be submitted to Land Development Services for plans to be accepted for review. Checks are to be payable to Mecklenburg County.

Expedited Plan Review Fees

Eligibility and Level Assessment	\$100.00	Work with Towns and estimate time required to perform review
Level 1	\$500.00	
Level 2	\$1,500.00	
Level 3	\$3,000.00	
Level 4	\$5,500.00	

The Town of Huntersville provide its own land development services; therefore, Huntersville charges separate land development fees.

Zoning Fee Schedule

For jurisdictions requiring zoning review, permitting, and site inspections by Mecklenburg County staff:

Sign Permits:

\$ 160.00 for signs less than or equal to 100 square feet

\$ 220.00 for signs greater than 100 square feet

Zoning Use Permits:

\$160.00

Single-family Residential Permits:

\$20.00

Zoning Commercial Plan Review Fee - Fees to be charged in the unincorporated County, Towns of Matthews and Pineville based upon the total construction cost of the project:

Total Construction Cost	Zoning Fee
\$1 to \$3,000	\$50.00
\$3,001 to \$50,000	\$110.00
\$50,001 to \$100,000	\$420.00
\$100,001 to \$1,000,000	\$890.00
Over \$1,000,000	\$1,050.00

Zoning Commercial Plan Review Fee - Fees to be charged in the Towns of Cornelius and Davidson based upon the total construction cost of the project:

Total Construction Cost	Zoning Fee
\$1 to \$3,000	\$30.00
\$3,001 to \$50,000	\$50.00
\$50,001 to \$100,000	\$210.00
\$100,001 to \$1,000,000	\$440.00
Over \$1,000,000	\$520.00

The Towns of Mint Hill and Huntersville provide their own zoning services; therefore, Mint Hill and Huntersville set their own zoning fees.

Individual Floodplain Development Permit (IFDP) Fee Schedule

For jurisdictions requiring floodplain permitting by Mecklenburg County staff: Fees must be submitted to Mecklenburg County for an IFDP Application to be accepted for review. Checks are to be made payable to Mecklenburg County.

Fee Information:

- Fee Charges apply to projects with proposed development within the limits of the Community Special Flood Hazard Area “Floodplain”.
- Activities listed below that meet the criteria for a General Floodplain Development Permit are not charged a fee.
- Fee Charges for projects involving multiple activities in multiple areas of the floodplain are assessed a single fee in the highest applicable category.
- Phased projects submitted under a single application will be charged a new fee for each phase requiring a separate review.
- Projects owned and funded by local governments within Mecklenburg County are exempt from Fee Charges.
- Expired IFDP Applications and Permits will require a new Application and a new Fee Charge will apply.
- Fee Charges for IFDP Applications submitted after development activities have commenced, will be doubled due to additional staff time investigating and reviewing the violation.

\$540.00

Minor Floodplain Impact

Between the Community Encroachment Line and the Community Flood Fringe Line (Community Flood Fringe Area)

- New Habitable Building (building only)* - Residential Parcel-Single lot/Single building & Commercial Parcel-Single lot/Single building
- Other Development (Land/Site Development) – Residential Parcel-Single lot/Single building & Commercial Parcel-Single lot/Single building
- Other Development (non-habitable building-shed/garage, fill/landscaping, Infrastructure-utilities, storm water, sewer, roads)* - Commercial Parcel-Single lot/Single building

\$2,600.00

Minor Encroachment Study

Between the creek centerline and the Community Encroachment Line (Community Encroachment Area)

- New Habitable Building (building only)* - Residential Parcel-Single lot/Single building
- Lateral Additions to existing building – Residential Parcel-Single lot/Single building
- Other Development (Land/Site Development)-Residential Parcel-Single lot/Single building
- Other Development (bridge/culvert crossing, non-habitable building-shed/garage, fill/landscaping, Infrastructure-utilities, storm water, sewer, roads)*- Residential Parcel-Single lot/Single building

\$1,200.00

Major Floodplain Impact

Between the Community Encroachment Line and the Community Flood Fringe Line (Community Flood Fringe Area)

- Other Development (Land/Site Development)-Residential Subdivision-Multi-lot or Multi-buildings & Commercial Subdivision-Multi lot or Multi-buildings
- Other Development (non-habitable building-shed/garage, fill/landscaping, Infrastructure-utilities, storm water, sewer, roads)* - Residential Subdivision-Multi-lot or Multi-buildings & Commercial Subdivision – Multi-lot or Multi-buildings & Other Use (Non-Residential/Commercial)

\$6,200.00

Major Encroachment Study

Between the creek centerline and the Community Encroachment Line (Community Encroachment Area)

- New Habitable Building (building only)* - Commercial Parcel-Single lot

- Lateral Additions to existing building – Commercial Parcel-Single lot
- Other Development (Land/Site Development, bridge/culvert crossing, non-habitable building-shed/garage, fill/landscaping, infrastructure-utilities, storm water, sewer, roads)* – Residential Subdivision-Multi lot & Commercial Parcel-Single lot & Commercial Subdivision-Multi lot & Other Use (Non-Residential/Commercial)

* For standalone activities that are not clearly included in another IFDP Application

Additional Charges for Other Reviews:

\$6,200.00	Community Letter of Map Revision (CoLOMR) (Fee applies only if a FEMA LOMR is not required)
\$2,300.00	Levee (Levee/Floodwall Review)
\$ 250.00	Minor Revision to an Approved Floodplain Development Permit (Minor revisions are changes to the plans that do not require another full review of the proposed development. Major revisions will require either a full re-review or a new IFDP application, and a new fee charge will apply.)

SECTION II.

A. PERMIT FEES

At the department's discretion, 25% of fees may be required at the time plans are submitted for review. The permit fee plus the plan review fee shall equal the fee calculated above; the permit fee can therefore be more or less than the above schedule, depending upon the fee paid when the plans were submitted for review.

Note: Effective July 1, 2010, on commercial projects only; the permit fee increased by 5% to support technology development. This increase will expire on June 30, 2014, unless extended by the Mecklenburg County Board of Commissioners. Funds from this increase will be held in a separate account in the Mecklenburg County Technology Fund and dedicated to Code Enforcement's development of technology supporting commercial projects.

Permit Fees

- Total Construction Permit Value: is the higher of (i) the construction permit value as determined by the owner or the owner's agent; or (ii) the construction permit value calculation made using the building valuation data being used by the Department at the time application is made for the permit. Construction permit value shall include all project costs, other than land, including all site and building improvement labor and materials, contractor fees and design professional fees.
- All equipment cost, including the owner provided equipment shall be included in "Total Construction Permit Value". For projects having individual pieces of equipment costing \$500,000.00 or more, the equipment cost will be included in the "Total Construction Permit Value" on the basis of an amount equal to \$500,000.00 plus 20% of equipment cost in excess of \$500,000.00.

Required Permits: At a minimum, a permit will be required for each Certificate of Occupancy (CO) issued space. At its discretion, the Department may require complex projects to be permitted in increments (footing/foundation, steel, shell, core, etc.) representing the method and cost of Department service. Construction permit value will be allocated *proportionately* to each permitted space or building component and must meet or exceed the construction permit value determined by use of the Building Valuation Data noted above.

Note: Permit fees shall be as determined by the following schedule, or as required by notes a, b, c, d and e; whichever is greater.

1. <u>Total Construction Permit Value/Permit</u>	<u>Fees</u>
\$1 to \$3,000	\$59.70 <i>Minimum Fee-Projects not requiring plan review</i>
\$1 to \$7,001	\$79.61 <i>Minimum Fee-Commercial Projects requiring plan review</i>
\$3,001 to \$50,000	\$59.70 plus \$12.19 per \$1,000 or part over \$3,000
\$50,001 to \$100,000	\$632.57 plus \$5.49 per \$1,000 or part over \$50,000
\$100,001 to \$150,000	\$907.12 plus \$5.93 per \$1,000 or part over \$100,000
\$150,001 to \$250,000	\$1,203.52 plus \$4.59 per \$1,000 or part over \$150,000
\$250,001 to \$1,000,000	\$1,662.37 plus \$5.05 per \$1,000 or part over \$250,000
\$1,000,001 to \$10,000,000	\$5,445.74 plus \$2.64 per \$1,000 or part over \$1,000,000
Over \$10,000,000	\$29,214.74 plus \$1.35 per \$1,000 or part over \$10,000,000

Note a: For projects with a total construction permit value of less than \$100,000, all renovation/alteration projects, and “Upfit” projects, both commercial and residential, to be charged \$79.61 per trade (BEMP), plus \$.12 per square foot for building trade and \$.08 per square foot for each involved electrical, mechanical or plumbing trade.

- Where “square foot area” shall mean the area of the room or space in which the renovation/alteration occurs.

Note b: Commercial permits not requiring plan review to be charged on a per trade (BEMP) basis; 1 trade at \$59.70, 2 trades at 2 x \$59.70, etc.

Note c: Commercial permits requiring plan review to be charged on a per trade (BEMP) basis; 1 trade at \$79.61, 2 trades at 2 x 79.61, etc.

Note d: For residential projects where the owner serves as the contractor, with a total construction permit value of less than \$30,000, refer to Section II, Part D, item 49.1 of this Fee Ordinance for the permit and inspection fee structure.

Note e: For new construction of residential single family detached dwellings designated as affordable housing (defined as 1,500 or less heated square feet), there is a price break as an incentive to build. Affordable housing projects calculate the construction permit value at \$52 per heated square foot and \$26 per unheated square foot.

NOTE: Additional Zoning Fees may apply. See fee schedule.

1.1 High-Rise Residential Construction Permitting Fee Option:

At the Director’s discretion, the Department may offer a High-Rise Residential Construction Permitting Fee Option, available to all projects meeting the project eligibility definition listed below. The fee option will be publicized by the Department.

- **Project eligibility:** Projects must be high-rise construction (as defined in the NC Building Code), a minimum of 51% residential unit floor area, have only one project general contractor, and have only one project lead registered design professional firm.
- **Other option requirements and limitations:**
 - The permit fee will be paid as a lump sum at project start, with unlimited permits issued thereafter, but not less than 1 permit for each CO issued space.
 - Applicant must select this option before the permits are issued.
 - If this option is not selected, projects will permit by the Total Construction Cost per Permit/Fees schedule listed above.
 - Only charges will be issued under “14. Disapproved Inspections” section of this ordinance. No credits will be issued.
 - The Department may periodically add other appropriate option requirements after publicizing the same program users.

- **High-Rise Residential Construction Permitting Fee Option Calculation:** The sum of a) Permit fee based on the project's total construction cost and the Total Construction Cost Per Permit/Fees schedule listed above, plus b) any added service fees (fast track permitting, Express Review, Added Code Enforcement Services, etc.), plus c) a charge to recover the Department's "high-rise residential construction cost of service per residential unit" [\$425 per residential unit as of February 2007].
 - The Department's "high-rise residential construction cost of service per residential unit" shall be periodically evaluated and adjusted to reflect the Department's cost for plan review and inspections per residential unit, with calculations to be based on the average inspector or plan reviewer's annual compensation (respectively), divided by 1675 average available hours/year, times a Department overhead multiplier (plan review at 1.73, inspections at 1.81).

1.2 Mega Project Permit Fees

Any project defined as a "Mega Project" in the Building-Development Ordinance will incur a two-part permit fee charge.

Fee Schedule

The Mega Project permit fee will consist of the total of the following: Part 1) the fee schedule outlined in Part A) PERMIT FEES and Part A, Item 1) Total Construction Cost per permit will be reduced by 25%. Part 2) the project will pay for plan review services by the hour. See item B.6 of the LUESA Fee Ordinance.

2. Mobile Homes

\$35.00 per trade

3. Building/Structure Move Off

\$100.00 (*Including applicable NESHAP notification.*)

4. Demolition Permit

Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility. For the permit, add the "Additional" fee to the "Per Structure" base for each structure with more than the NESHAP regulated amount of asbestos-containing material (RACM).

<u>Size – Square Footage</u>	<u>Per Structure</u>	<u>Additional</u>
Less than 500	\$122.00	\$ 0.00
500 to 4,999	\$486.00	\$365.00
5,000 to 9,999	\$729.00	\$365.00
10,000 and above	\$911.00	\$365.00

5. Renovations

Renovation means altering a facility or one or more facility components in any way, including the stripping or removal of Regulated Asbestos-Containing Material (RACM) from a facility component.

For all renovations in which a NESHAP regulated quantity of RACM is to be stripped, removed, dislodged, cut, drilled, or similarly disturbed (including applicable NESHAP notification.)

\$365.00

B. PLAN REVIEW FEES

Plan Review Fees are assessed when plans are submitted for permit issuance, resubmission of disapproved plans, "fast track" projects, and re-stamping of lost plans.

1a. Plan Review

Where the owner's representative schedules plan review time through the Department's OnSchedule program, and subsequently determines they will not use those hours, they must cancel the appointment no less than 5 workdays in advance. Should the owner's representative cancel less than 5 workdays before the appointment, fails to pass through Gatekeeping, or otherwise fails to submit drawings for the appointment as required, the owner will be charged for the scheduled unused review hours at the rate of \$145/hour per trade.

1b. Plan Review for OnSchedule Projects and Abandoned Plans

All OnSchedule projects, other than CTAC or Mega Projects, are required to pay full permit fees on or before permit application (that is, before commencing Plan Review) by either of the following methods.

- The owner holds an account with Mecklenburg County Code Enforcement, secured by a bond. The account will be charged the full permit fee amount at the time of permit application.
- Or, the owner will deliver payment in full for the full permit fee on or before the time of permit application.

In either case, if a project is abandoned, as defined in the Building-Development Ordinance, the Department will calculate the cost of Plan Review, based on the actual discipline hours expended on the related project review, at a rate of \$145 per discipline hour. The Plan Review cost will be subtracted from the original permit fee amount and the owner will receive a credit or refund for the balance.

1b1. CTAC Abandoned Projects

If CTAC projects are abandoned, the Department will calculate the cost of Plan Review, based on the actual discipline hours expended on the related project review, and charge the applicants account accordingly, or issue an invoice for same. This charge shall not exceed the cost of the original permit fee.

- 1c.** For residential projects where the owner serves as the contractor, with a total construction permit value of less than \$30,000, refer to Section II, Part D, item 49.1 of this Fee Ordinance for the plan review charges."

2. Third and Subsequent Reviews

Re-Review fees will be charged as follows:

Program Scope:

Any project will be allowed two reviews within the basic permit fee structure. (Herein, a "project" is defined as any scope of work requiring Plan Review for a permit or group of permits to be issued.)

- Exception 1: Sheets revised in total after the first review or re-issued will be subject to a re-review fee as described below.
- Exception 2: Revisions to approved plans after the permit is issued will be subject to a re-review fee as described below.

Any project exceeding two reviews would be subject to re-review fee as described below.

- Reviews will be performed on an hourly basis and payment made as described below.
- An appeal process will be available to professionals or other customers who believe Plan Review turn downs were not justified.

Re-Review Fee:

A fee of \$145/hour per trade hour will be charged on any project for each Plan Review beyond the second review. The Re-Review Fee would be in addition to any permit fee, fast track fee, CFD fee, or other base permit charge. The Re-Review Fee will be paid by the Lead Project Designer prior to permit issuance.

Deposit Requirement:

Upon submittal for the 3rd or subsequent Plan Review, the Department may check the plans to

estimate the required scope of the review and, at its discretion, require a deposit from the Lead Project Designer based on the estimated hours for the review. Final cost of the re-review will be based on the actual hours expended, with any difference being charged or credited to the Lead Project Designer accordingly.

Definition:

Where the term “Lead Project Designer” is used, it refers to the following:

- 1) The seal holding architect on a project shall be responsible for all discipline re-reviews required and all related re-review fees.
- 2) If the project has no architect, the seal holding engineer with the greatest construction value shall be responsible for all disciplines re-reviews required and all related re-review fees.
- 3) If a project has no architect or engineer, the owner’s contractor shall be responsible for all discipline re-reviews required and all related re-review fees.

Appeals Process:

Where disagreements occur on code interpretations, impacting a project’s review status, an appeal will be available. Appeals will be directed to the Commercial Permits Code Enforcement Manager, who, when necessary, will consult the Code Administrator of the issue/discipline in question.

Appeals may only be submitted in writing, with all relevant information provided. Appeals must be submitted within 10 working days of the review rejection date. An appeal decision will be made within 10 working days of receiving the written appeal.

3. “Fast Track” Administrative Fees

Permits for construction which involve Plans Review and which have been requested to be processed under the “Fast Track” guidelines will be charged an additional fee as follows. The fee is to be collected at permit issuance.

<u>Total Construction Cost</u>	<u>Fee Schedule</u>
\$250,000 or less	\$500.00
\$500,000 or less	\$600.00
\$750,000 or less	\$700.00
\$1,000,000 or less	\$800.00
\$2,000,000 or less	\$900.00
\$3,000,000 or less	\$1,050.00
\$4,000,000 or less	\$1,200.00
\$5,000,000 or less	\$1,350.00
Over \$5,000,000	\$1,500.00

4. Restamp Lost Approved Plans

Plans to be maintained at the construction site \$15.00 per plan

5. Express Plan Review Fees:

- | | |
|---|---------------------|
| a) Application Fee (to be credited to review fee, non-refundable if review cancelled) | \$100.00 |
| b) Renovations and Upfits | \$1,200.00 per hour |
| c) New Construction and Additions | \$1,500.00 per hour |

6a. Mega Project Hourly Plan Review Charge

Any project defined as a “Mega Project” in the Building-Development Ordinance will pay for Plan Review services by the hour. This will include all preliminary reviews, all cycles of permit plan review, and any reviews for revisions to approved plans (RTAP).

Work to be charged at the rate of \$145/hour per trade hour expended in the Plan Review process, on any review cycle (preliminary, RTAP, 1st cycle, 2nd cycle, etc.).

6b. OnSchedule Hourly Plan Review Charge

All OnSchedule projects, other than CTAC, with total construction cost greater than \$1,000,000 will pay for Plan Review services by the hour. This will include all cycles of the permit plan review, and any reviews for revisions to approved plans (RTAP).

Work to be charged at the rate of \$145/hour per trade hour expended in the Plan Review process, on any review cycle (preliminary, RTAP, 1st cycle, 2nd cycle, etc.).

6c. OnSchedule Plan Review Charge in Connection with Project Value Engineering

Any OnSchedule project, including CTAC, requiring Plan Review services in support of value engineering will pay for Plan Review services by the hour.

Work to be charged at the rate of \$145/hour per trade hour expended in the Plan Review process.

C. SIGNS AND BILLBOARDS

1. Sizes

a) Less than 100 square feet

See Land Development Fee Schedule in Section I

b) More than 100 square feet

See Land Development Fee Schedule in Section I

D. OTHER FEES AND CHARGES

1. Airports, Heliports and Helitops

\$100.00

2. Appliance/Equipment Change Out:

In multi-family (apartment or condominium) residential units, townhouse and SF residential units:

- replacing kitchen appliances, water heaters or heating/cooling equipment units requiring 2 trade permits among mechanical, electrical, plumbing
- hot water heaters limited to less than 50 gal. or 5500 watts input for electric and 50 gal. or 55,000 BTU for gas.

Total permit fee (both trade permit fees combined) of 1.5 X the minimum permit fee, if the permit is issued by the Trades Internet Permit (TIP) automated process.

- Change out permits issued by means other than TIP will be charged 2 times the maximum permit fee.

3. Blasting Permit

\$200.00 each

4. Bonds

- (a) Bonds required to cover payment of fees and charges: Before any person, firm or corporation shall engage in construction, installation, maintenance, alteration or repair for which a permit is now or may hereafter be required, such person, firm or corporation shall give bond as follows: The applicant shall file with the Agency a continuous surety bond in such amount as set forth in Section II (D-5) of this Ordinance or in an amount sufficient to guarantee payment of all fees and other charges required by this ordinance. The surety may cancel the bond only if it gives the Agency 30 days' notice in writing of its intention

Minimum Bond Amount:

\$1,000 for County only
\$2,000 for City or City and County

to cancel. The Director of Code Enforcement may issue a permit without bond to the owner of a residence.

- (b) Bonds required to do work within municipalities:
In addition to the above requirements concerning bonds required to cover payment of fees and charges, upon request from the governing board of any municipality within Mecklenburg County subject to the Mecklenburg County Land Use & Environmental Services Fee Ordinance, the Agency will require that the applicant shall file with the Agency a continuous surety bond in such amount as set forth in Section II (D-5) of this ordinance on a form approved by the County Attorney to indemnify the municipality against loss in any manner whatsoever in the performance of the duties imposed by the Ordinances of the municipality or for any damage to sewer or water pipes or streets or sidewalks in the municipality. The surety, upon 30-day notice of intention to cancel, may cancel bond.

Exceptions:

1. Bond shall not be required for minor work to be performed by the property owner when such work does not exceed \$2,000.
2. Bond shall not be required in connection with a permit issued to the owner-occupant of a single-family dwelling for repairs, alterations or extension of that building or its accessory building, nor for construction or erection of its accessory building when such work does not exceed \$30,000.

5. Bowling Pin and Bowling Alley Resurfacing/Refinishing	\$100.00 each
6. Burning Permit	\$100.00 each
7. Certificates of Occupancy	\$10.00 each
8. Change of Address:	
a) Detached Single Family or Duplex	\$10.00 each
b) Multi-Unit Buildings	\$5.00 per unit
9. Change of Contractor:	
a) Commercial, Detached Single Family or Duplex	No Charge
b) Multi-Unit Buildings	No Charge
10. Change of Use	See Land Development Fee Schedule in Section I.
11. Code Books	Not Applicable
12. Copies of Contractor Monthly Activities/Statements	\$0.10 per page

13. Disapproved Inspections

The re-inspection fee structure is based on an evaluation of each project with regard to the project code defect rate (failed inspections/total inspections for all disciplines), at project completion or issuance of the Certificate of Occupancy (CO) *or Temporary Certificate of Occupancy (TCO), whichever occurs first. The projects code defect rate is compared to the Percent Fee Adjustment Schedule and, prior to issuance of the CO, or following the final inspection, either a charge or credit would be calculated based on the original permit fee and applied to the general contractor's account.

1. Small projects (less than or equal to a \$200 permit fee or \$20,000 construction permit value)
 - Charges: by percentage on fee adjustment schedule
 - Minimum charge: not less than \$25 per permit
 - Maximum charge: no maximum
 - Credits: no credits given
2. Large Projects (greater than a \$200 permit fee and \$20,000 construction value)
 - Charges: by percentage on fee adjustment schedule
 - Minimum charge: no minimum
 - Maximum charge: not more than \$90 per failed inspection
 - Credits: to be credited as follows;
 - Credit = (a-b) X \$90, where
 - “a” is 20% of total inspections
 - “b” is the number of inspections failed
 - Difference times \$90 per saved inspection

Where Part D section 48.3 and Part D section 48.4 of this ordinance apply, there will be no disapproved inspection charges or credits.

Fee Schedule

The Percentage Fee Adjustment Schedule is as follows:

Code Defect Percentage of Failure

(< or = to) % of Failure/Permit Fee Adjustments

COMMERCIAL: 10% Cap

Percentage of Failure **Permit Fee Adjustment**

RESIDENTIAL: 15% Cap

Percentage of Failure **Permit Fee Adjustment**

0	(10)		0	(15)
1	(9)		1	(14)
2	(8)		2	(13)
3	(7)		3	(12)
4	(6)		4	(11)
5	(5)		5	(10)
6	(4)		6	(9)
7	(3)		7	(8)
8	(2)		8	(7)
9	(1)		9	(6)
10	0		10	(5)
11	0		11	(4)
12	0		12	(3)
13	0		13	(2)
14	0		14	(1)

15	0	15	0
16	1	16	1
17	2	17	2
18	3	18	3
19	4	19	4
20	5	20	5
21	6	21	6
22	7	22	7
23	8	23	8
24	9	24	9
25	10	25	10
26	12	26	12
27	14	27	14
28	16	28	16
29	18	29	18
30	20	30	20
31	22	31	22
32	24	32	24
33	26	33	26
34	28	34	28
35	30	35	30
36	32	36	32
37	34	37	34
38	36	38	36
39	38	39	38
40	40	40	40

The new re-inspection schedule will be applied to all projects, large and small. The primary responsibility, or conduit, for charges and credits will be as follows:

- Whoever applies for and pays for the permit will receive any fee adjustments at issuance of CO. These contractors will be responsible for the project inspection failure rate of all sub-contractors working on the project.
- For projects with multiple trades but no general contractor, a lead contractor, responsible for all subcontractors' code defect rates and any fee adjustment, will be assigned from the attached Small Project Lead Contractor Schedule.
- On Commercial projects with multi-primes, where some work is beyond control of the permit applicant, the general contractor and other prime contractors will have individual code defect rate responsibility, unless they agree otherwise.
- The reports will be based on code defect performance on the structure (per house, per project, etc.) at the completion of the work (typically the Certificate of Occupancy stage).
- For all other conditions not prescribed herein, the Director will propose responsibility for charges and credits after consulting with the Code Compliance Task Force.

The task force proposes the program will begin immediately for the purpose of notification of all project failure rates. The Task Force further proposes the new re-inspection fee schedule go into effect for all permits issued on or after April 1, 2000, assuming all the requisite fee ordinance changes have been approved by the BOCC and the appropriate IST programming is in place.”

Note: Above 40%, the percent fee adjustment shall be the same as the Code Defect Percentage Failure.

Commercial = Projects constructed under the NC Building Code

Residential = Projects constructed under the NC Residential Code (One-Two Family)

15. Duplicate Building Placard	\$3.00 each
16. Faxing a Permit	\$2.00 additional surcharge
17. Fire Damage Surcharge	5% of fee
18. Firework Permit:	
a) County	\$200.00 each
19. Flammable Finishes (spraying or dipping operations)	\$100.00 each
20. Hazardous Materials Storage Permits	\$100.00 each
21. Home Owner Recovery Fund	\$10.00 per single family construction alteration permit issued to general contractor
22. Insulation Contractors License Fee	\$25.00 per year

23. Late Payment of Accounts	1% of amount due per month
24. Letters of Certification/Verification	\$25.00 each
25. Lumber Storage (Excess storage of 100,000 board feet)	\$100.00 each
26. Monthly Statistical Reports	\$10.00 each
27. Personal Computer – Remote Access (available to customers with accounts)	\$25.00 per subscriber initial fee \$5.00 per month per subscriber \$0.03 per minute of usage
28. Proprietary School Licensing Inspection	Inspections and Day Care Program Fee:
a) First Licensing Inspection	\$100.00
b) Annual Renewal Inspections	\$60.00
c) Day Care Preliminary Plan Review Fee	\$300.00 (per application, per project site)

Including Certificate of Occupancy Submission as Certification Documentation.
Should the project advance to building permit application and permit fees exceed \$450.00, the preliminary plan review process fee shall be credited to the building permit fee cost.

29. Document Control Research:	
a) Retrieval of document for individual address	\$0.10 per page
b) Research for multiple addresses	\$40.00 per hour (charges will vary depending on contracted paralegal service cost)

The department shall, at its expense, provide and maintain a public workstation with personal computer/terminal and printer allowing access to permit/inspection data during normal daily business hours. Persons needing to research departmental permit/inspection records may utilize the public workstation or request that the Department conduct the research. If the Department is requested to conduct the research, it shall do so by providing contracted paralegal services to perform this service. The hourly cost of such paralegal services shall be paid by the individual person requesting the research.

30. Seminars Sponsored by the Department	\$10.00 per session
31. Storage Permit – Above Ground	
a) Initial	\$200.00
b) Renewal	\$100.00
32. Storage Permit – Below Ground	
a) Initial	\$200.00
b) Renewal	\$100.00
33. Tank Removal/Abandonment	\$100.00
34.1 Temporary Utilities	
Initial inspection and placard issuance	\$100.00 per open mechanical or electrical permit

34.2 Limited Conditional Utility (LCU)

Plan Review, Initial inspection and placard issuance

- Small (less than 3,000 sf.) \$100.00
- Medium (3,000 to 10,000 sf.) \$115.00
- Large (greater than 10,000 sf.) \$165.00

34.3 Temporary Certificate of Occupancy

- a) Initial TCO issuance and placard issuance \$90.00 per open trade permit
- b) TCO renewal including re-inspection, TCO and placard re-issuance \$55.00 per open trade permit
- c) Inspector charge for posting placard on site (for Temporary Utility, LCU or TCO) if owner fails to maintain the same \$45.00 per posting

34.4 Conditional Certificate of Occupancy

- d) Conditional Certificate of Occupancy – Fine levels for violation of conditional certificate of occupancy.

	Small Items (\$1,000)	Small Equipment \$1,000-\$10,000	Large Equipment \$10,001 or Greater
1 st Violation	\$250.00	\$250.00	10% of equipment value
2 nd Violation	\$500.00	\$500.00	10% of equipment value
3 rd Violation	<u>Revocation of CCO</u>	<u>Revocation of CCO</u>	<u>Revocation of CCO</u>

If a CCO is revoked, it may only be reinstated by the owner posting a bond in the amount of the Listing and labeling cost. Exceptions may be approved by the department if not completed within 60 days.

35. Tents and Air Supported Structures \$135.00

- a) Funeral tents are exempt
- b) Boy Scouts and Girl Scouts are exempt from fee but must obtain permits

36. Utility Reconnects \$50.00**37. Waterflow Test \$145.00 each****38. Fee for Work Started without a Permit Original permit fee times 3.75****39. Zoning Board of Adjustment Appeal Fee**

- a) Residential – Variance \$100.00 each
- Interpretation \$150.00 each
- b) Commercial – Variance \$250.00 each
- Interpretation \$350.00 each

40. Signs	See Land Development Fee Schedule in Section I.
41. Zoning Permits	See Land Development Fee Schedule in Section I.
42. BOCC Endorsement Request for Board of County Commissioners endorsement of the naming of a geographical location.	\$30.00 each
43. Added Code Enforcement Services	Fee Schedule
1. For added Code Enforcement work, either Plan Review or Inspections, the fee shall be calculated by the Departmental Business Manager as described in the fee schedule.	a. If the added code enforcement work is performed by a part-time employee, the hourly rate charge will be the employee's hourly rate times 1.39.
2. The Director of Code Enforcement or his designee, shall be authorized to execute such agreements as necessary to affect the program including but not limited to the following:	a.1 If the added code enforcement work is performed by a full-time employee, the hourly rate charge will be either the employee's hourly rate for regular time times 1.39 or 1.5 times the employee's hourly rate for overtime.
• agreements between the County and 3 rd party independent code enforcement contractors;	b. If the added code enforcement work is performed by an independent contractor (IC) the rate charged shall be the rate negotiated with the IC, times 1.1.
• agreements between the County and customers voluntarily seeking added code enforcement services.	\$115.00 per hour
3. Overtime inspections: applied to projects not included in the Inspections Overtime Qualifications List.	○ Refunds on cancelled appointments at 90% if cancelled more than 72 hours in advance.
4. Inspection by Appointment	○ No refund if cancelled within 72 hours on the scheduled inspection, except a 90% refund if scheduled time, or portion thereof, is used by others.
5. Revising permit structure (breaking up into smaller components) after permit issuance, including office or field related work.	
• Plan Review time	\$145.00 per hour
• Field Inspection time	\$115.00 per hour
6. Coordinating projects where the owner's team has no project coordinator and the Department must perform coordination work to effect permitting or inspections.	
• Plan Review time	\$145.00 per hour
• Field Inspection time	\$115.00 per hour

44 Inspections Added by Permit Holder

1. Optional inspections for sheathing/energy conservation for contractors who wish to proceed with outside finishing or wall encapsulation, before the framing is complete:
 - a) for SF dwelling units \$50.00 per inspection
 - b) for townhomes \$25.00 per inspection per unit
2. Multi-trade inspections: Are to be bundled into single inspection requests. Where the contractor elects the option, they may request a single trade inspection with added charge. \$65.00 per inspection
3. Exceeding project inspection allocations: Where the Department stipulates a maximum inspection location on a permit, based on criteria published on meckpermit.com, contractors requiring inspections beyond that count incur an added charge per inspection. \$65.00 per inspection
4. Owner as contractor project inspection allocations: the Department stipulates maximum inspection allocation per permit type based on criteria published on meckpermit.com. Where the owner requires inspections beyond that count, they incur an added charge per inspection. \$65.00 per inspection

45. Residential Permit Review

See Land Development Fee Schedule in Section I.

45.1 Residential Owner-As-Contractor Permitting & Inspection Process and Fees

For residential projects where the owner serves as the contractor, with a total construction permit value of less than \$30,000, the permit, plan review and inspection fee charges shall be as follows:

- Base Permit Fee \$60.00 per BEMP trade involved in work
- Plan Review (if required) \$45.00 per BEMP trade involved in work
- Inspections per trip \$45.00 per trip (single or multi-trade)

Note: inspection trip duration on site limited to 30 minutes.

46. Zoning Commercial Plan Review Fee (previously included in building permit fee)

See Land Development Fee Schedule in Section I

47. High Inspection Failure Rate Charges

“High Inspection Failure Rate Contractors” process outline and definition are included in the Building-Development Ordinance. Related fees for High Inspection Failure Rate Contractors are as follows:

1. For contractors with 19 or fewer inspections per quarter.
2. For contractors with 20 or more inspections per quarter, when using inspection services, will be charged on an hourly basis as outlined in the “High Inspection Failure Rate” process:

Fee Schedule

The contractor will be charged as follows:

- For permit fees otherwise \$38.00 to \$500.00, the fee is tripled.
- For permit fees otherwise \$501.00 or greater, the fee is doubled. Or the contractor may elect to follow the “High Inspection Failure Rate” process and charges for contractors with 20 or more inspections per quarter below for the duration of the project and the remainder of the quarter the project is completed.

The hourly rate charge will be \$90.00 per hour for regular time or \$115.00 per hour for overtime.

48. Special Inspections Program (Meck-SI)

1. Meck-SI annual renewal fee charged to each Special Inspections registrant.
2. Meck-SI preconstruction meeting attendance by the assigned project inspectors on the SI related (BEMP) discipline.

\$125.00 per year

\$115.00 per discipline hour

49. Permit Master Plan Revisions

After a Permit Master Plan is established at the project start, if the customer changes the plan, they will be charged for staff time necessary to revise the Master Plan. This charge also applies to any owner provided information changes, after permit issuance, impacting issuance of CC, CO, TCO or other Department records.

- \$80.00 per hour for Code Enforcement Officials (CEO)
- \$60.00 per hour for non-CEO

50. Sustainable Design Permit Fee Modification (Green Permit Rebate Program) The Green Permit Rebate program is suspended for new applications, effective April 7, 2010.

Subject to rules published by the Department, projects qualify for fee credits by delivering to the Department approved project certifications for one of the following programs at the following levels:

- a) LEED Certified or One Green Globe
- b) LEED Silver or Two Green Globes
- c) LEED Gold or Three Green Globes
- d) LEED Platinum or Four Green Globes

Fee Schedule

Note: all permit fee rebates are based on the Permit Fee Schedule listed in Section II, Part A, herein, exclusive of many added service credits or charges.

- a) 10% permit fee rebate to a maximum of \$50,000
- b) 15% permit fee rebate to a maximum of \$60,000
- c) 20% permit fee rebate to a maximum of \$75,000
- d) 25% permit fee rebate to a maximum of \$100,000

51. ABC License Building Compliance Inspections	Fee Schedule
By either building inspector and/or Fire Marshal	\$130.00 each
52. Conversion to an Electronic Format Customers choosing to submit paper permit applications and plans in lieu of electronically will be subject to additional administrative charges necessary to recover the added cost to convert the submittal into an electronic format or to enter the submittal into the electronic submittal program. Administrative fees will be added to services provided by LUESA staff that involve a manual process and are not included in permit fees. Administrative fees will be added to duplicate, and/or canceled services provided by LUESA staff that involve a manual process and are not otherwise included in permit fees.	• \$9.50/permit entered manually • RDS conversion to electronic; added charge based on sheet scanning or digitization per schedule 56a below. • CTAC drawing submittal conversion to electronic; added charge based on sheet scanning or digitization per schedule 56a below. • OnSchedule drawing submittal conversion to electronic; added charge based on sheet scanning or digitization per schedule 56a below. • OnSchedule plan review applications entered manually per schedule 56a below. • <u>Schedule 56a:</u> \$31.60/hour for Admin. Staff \$0.50 per 8 ½ x 11 document \$1.00 per plan sheet for digitization \$15.00 burn to CD
52.1 Other Agency Manual Fee Collection Administrative fees will be added to services provided by LUESA staff for the collection of fees by other agencies that involve a manual process and are not included in permit fees.	• \$5.00/permit for other agency fees collected
52.2 Electronic Billing – (E-Statements) Developed and implemented an on-line billing process wherein customers receive monthly statements electronically via e-mail. Customers choosing to continue receiving manual statements will be subject to a processing fee.	• \$4.00 per manual statement per month
53. Mecklenburg County Fire Marshal additional fees for Plan Review and Inspections	
• Fire Plans Review • Construction cost less than \$50,000 • Construction cost \$50,000 to \$100,000 • Construction cost \$100,001 to \$500,000 • Construction cost \$500,001 to \$1,000,000 • Construction cost \$1,000,001 to \$5,000,000 • Construction cost \$5,000,001 to \$10,000,000 • Construction cost greater than \$10,000,000 • Hydrant Test • Rezoning Petitions • Multi-Family	\$165.00 \$175.00 \$190.00 \$220.00 \$290.00 \$430.00 \$650.00 \$155.00 \$165.00 \$300.00

• Fire Alarm Plans (shop drawings)	\$140.00
• Fire Sprinkler (shop drawings)	\$140.00
• Performance Tests – Fire Pumps	\$160.00
• Performance Tests – Fire Alarm (shells)	\$160.00
• Performance Tests – Fire Alarm (upfit)	\$590.00
• Performance Tests – Private Fire Hydrant	\$160.00
• Performance Tests – Standpipe Sys	\$160.00
• Performance Tests – Auto Fire Existing Sys	\$400.00
• Interactive Review	\$160.00
• Residential Review	\$ 35.00
• Operational Permits	\$ 90.00
○ Motor Fuel Dispensing	\$180.00
○ Membrane Structures, Tents and Stages (400 sf or greater)	\$ 90.00
○ Carbon Dioxide Systems (Beverage Dispensing)	\$180.00
○ Repair garages and Motor fuel-dispensing Facilities	
• Construction Permits	\$180.00
○ Solar Photovoltaic Power	\$240.00
○ Smoke Control or Smoke Exhaust Systems (Alteration and New Systems)	\$180.00
○ Gates & Barricades Across Fire Apparatus roads	

D. Fees and Charges in Other Ordinances

The Mobile Home Park Ordinance sets an annual fee of \$5.00 for each park space with a minimum fee of \$30.00 and a maximum of \$100.00 for each Mobile Home Park.

Credit/Refund and Expired Permit Criteria

The Director of Code Enforcement shall create a credit/refund schedule, which retains that portion of fees paid necessary to cover costs already incurred, including any administrative costs. The Credit/Refund Schedule is listed in the back of the Credit/Refund Adjustment Form and at Meckpermit.com.

1. Credit/Refunds

- Credits or refunds will be made upon written request by the permittee and/or the payee.
- No credits or refunds will be given for permits less than the minimum fee.
- A percentage of the permit fee will be retained commensurate with the percentage of work completed. If no work has commenced, a percentage of the permit fee will be retained or the minimum fee, whichever is greater.
- No credits or refunds will be given unless applied for within 120 days after a permit has expired.

- No credits or refunds will be given for fees or charges shown under Land Use and Environmental Services Fee Ordinance Section II.D. The Land Use & Environmental Services Fee Ordinance and Credit Refund Adjustment Form are available from the Department in several formats.

2. Expired Permits

Permits expire six (6) months or (180 days) after issued date if no work has commenced.

Permits

also expire when work has started but discontinued for twelve (12) months or (365 days) from the last inspection

SECTION III.

Fee Schedule

1.	Storm Drainage Manual	\$35.00
2.	Erosion Control Ordinance	No Charge
3.	Land Development Standards Manual	
	a) excludes future updates	\$11.00
	b) includes future updates	\$15.00
4.	Landscape Construction Standards	\$10.00
5.	Floodway Regulations	No Charge
6.	Official County Maps:	
	a) 1" = 3,000 scale	\$1.50
	b) 1" = 2,000 scale (6 sheets per full map)	\$1.50
	c) Full Set	\$9.00
7.	Imminent Transportation Map (2 sheets)	\$3.00
8.	Beer Map	\$1.50
9.	City Street Atlas	
	a) Public	\$15.00
	b) County/City Agencies	\$12.00
10.	1" = 5,000 Scale	\$1.50
11.	Block Numbers (4 sheets per full map)	\$1.50
	a) Full Set	\$6.00
12.	Zip Code	\$1.50
13.	1" = 1 Mile	\$1.50
14.	1" = 2 Miles	\$1.50

15.	Regional Road Map (1" = 2 miles)	\$1.50
16.	Regional Road Map (8.5" x 11")	\$0.10
17.	Thoroughfare Plan 1" = 4,000 scale	\$1.50
18.	Preliminary Designs of Thoroughfares	
	a) Blueprint	\$1.00 per sheet
	b) Xerographic	\$1.00 per sheet
19.	Ariel Index	\$1.00
20.	Topographic Map Index	\$1.50
21.	8.5" x 11" County Maps	\$0.10

SECTION IV.

Ariel Photography for Topographic Mapping – Actual cost for private reproduction

		<u>BlueLine</u>	<u>Mylar</u>
1.	1" = 400' 4' Contours	\$1.00	\$3.50
2.	1' = 200' 2' Contours	\$1.00	\$3.50
3.	Floodway Topos (County/City)	\$1.00	\$3.50
4.	Storm Drainage Topos	\$1.00	\$3.50
5.	Plainmetric Mapping 1" = 200'	\$1.00	\$3.50
6.	Construction Plans		
	a) 11" x 7"	\$0.20	
	b) 24" x 36"	\$1.00	
	c) 36" x 42"	\$1.50	
7.	Zoning Maps 1" = 400'		\$1.00
	Prices may change based upon recommendations by the Planning Commission. Zoning maps for smaller municipalities are available.		
8.	Aerial Photography		
	a) 1" = 200'		
	b) 1" = 400'		
9.	Wetlands Maps (on USGS Quad Maps)		
10.	Roadway Corridor Official Maps		

11.	Public Hearing Signs		
	a) Public Hearing signs for rezoning petitions to be collected through the Charlotte Mecklenburg Planning Commission.		\$100.00
	b) Public Hearing signs for demolition and sanitary landfills, quarries, and other such facilities.		\$100.00
12.	Photocopies:		
	8.5" x 11"		\$0.10
	8.5" x 14"		\$0.10
	11" x 17"		\$0.20
	24" x 36"		\$1.00
13.	Storm Water Advisory Committee Appeal Filing Fee (If the Storm Water Advisory Committee rules in favor of the petitioner, it may order the refund of all or part of the filing fee.)		\$100.00
15.	Charlotte Mecklenburg Certified Site Inspector Certification Training (CMCSI) New fee effective July 1, 2007		\$25.00 per session
16.	COMPASS GIS Products		Current Price \$
	a) 0 to 50 MB (51200KB)		\$10.00
	b) 51 to 100 MB (102400KB)		\$50.00
	c) Greater than 100 MB		\$100.00
	d) Compass Package – All GIS Data		\$1,000.00
	e) Additional Hourly Fees		\$40.00 per hour
			\$10.00 per quarter hour
	f) Plotting Fees	Size	Mylar Bond
		11 x 17	\$10.00 \$ 5.00
		24 x 36	\$20.00 \$10.00
		48 x 36	\$20.00 \$10.00
	g) Lamination Fees	11 x 17 = \$10.00	
		24 x 36 = \$15.00	
		34 x 44 = \$15.00	
	h) Foam Mounting	11 x 17 = \$ 5.00	
		24 x 36 = \$10.00	



Town of Huntersville Fees

Payment Link: Emailed to you
TOH Website:
www.huntersville.org/planning
 (Select the round button on
 bottom of page for "Pay Fees")

In Person:
Mailing Address:

PO BOX 664
 Huntersville NC 28070

Physical Address:
 105 Gilead Road, Third Floor
 Huntersville NC 28078

Mecklenburg County Fees

Meck County Only:
 Contact Meck County
 about payment options
Do NOT send any checks to
Meck County for
Town of Huntersville fees.

FEE SCHEDULE

Permits	Fee	Payment Method
Building Permit (new single-family, modular home, manufactured home, garage, deck, shed, pier, residential addition)	\$40	Meck County Only
Sign Permit	\$140	Meck County Only
Demolition Permit	No Fee	-
Encroachment Permit	No Fee	-
Home Occupation Permit	\$140	TOH Website
Commercial Up-Fit Zoning Review	\$40	TOH Website
Zoning Use Permit (mobile food sales, temporary markets, temporary accessory structures, structures less than 144 sq. feet and 12' in any dimension, bona fide farm)	\$40	TOH Website

Concept, Sketch, Preliminary & Revision Plans

Sketch and Concept Plan - Subdivision	\$1,500	Payment Link
+ Sketch and Concept Plan - Subdivision (per lot)	\$5	Payment Link
Small Subdivision Preliminary Plan (<10 acres denuded)	\$10,450	Payment Link
+ Small Subdivision Preliminary Plan per acre	\$650	Payment Link
+ Small Subdivision Preliminary Plan per lot	\$5	Payment Link
Large Subdivision Preliminary Plan (>10 acres denuded)	\$9,450	Payment Link
+ Large Subdivision Preliminary Plan per acre	\$500	Payment Link
+ Large Subdivision Preliminary Plan per lot	\$5	Payment Link
Concept Plan - Commercial	\$1,000	Payment Link
Small Commercial Plan (<1 acre)	\$1,500	Payment Link
Large Commercial Plan (>1 acre denuded or PCO applies)	\$8,600	Payment Link
+ Large Commercial per acre	\$250	Payment Link
Erosion Control Only (per acre)	\$500	Payment Link
Traffic Impact Study (\$/peak hour trip)	\$5	Payment Link

Site Plans & As Builts

Commercial Site Plans (Over \$1-3,000)	\$220	Payment Link
Commercial Site Plans (Over \$3-50,000)	\$240	Payment Link
Commercial Site Plans (Over \$50-100,000)	\$555	Payment Link
Commercial Site Plans (Over \$100,000-1M)	\$925	Payment Link
Commercial Site Plans (Over \$1M - \$10M)	\$1,125	Payment Link
Commercial Site Plans (Over \$10M)	\$1,385	Payment Link
As Built—Storm Drainage or BMP	\$500	Payment Link

Plan Revisions

Site Plan Revisions (zoning revisions only, no land development revisions)	\$200	Payment Link
Minor Revision to Approved Plans (less than 1 acre, two lengths of storm drainage pipe, one floodway cross-section, or two single-family lots)	\$600	Payment Link
Major Revision to Approved Plans	\$1,200	Payment Link

Plats (Final, Minor, or Exempt Subdivision)	Fee	Payment Method
Review	\$1,200	Payment Link
Revision	\$350	Payment Link
Special Use Permits		
Residential District (R, TR)	\$200	Payment Link
Mixed-Use District (NC, TC, TND-O)	\$400	Payment Link
Commercial District (HC, CB, SP)	\$600	Payment Link
Driveway Permits		
Driveway Permit (excluding Single Family Dwelling)	\$200	Payment Link
Rezoning Petitions		
	- GENERAL - Payable by TOH Website	- CONDITIONAL - Payment Method- Payment Link
Rezoning to a Residential District (R, TR, GR, NR, MH-O)	\$520	\$705
Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 2 acres or less	\$400	\$550
Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 2+ acres or less than 10 acres	\$700	\$850
Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 10+ acres	\$1,270	\$1,700
Rezoning to a Commercial District (HC, CB, SP, VS) 2 acres or less	\$350	\$550
Rezoning to a Commercial District (HC, CB, SP, VS) 2+ acres or less than 10 acres	\$500	\$800
Rezoning to a Commercial District (HC, CB, SP, VS) 10+ acres	\$1,270	\$1,700
Rezoning Amendments		
	Fee	Payment Method
Administrative Amendments	\$200	TOH Website
Variances, Appeals, and Density Averaging Certificates		
Subdivision Variance (waiver)	\$150	TOH Website
Residential (individual property)	\$150	TOH Website
Commercial (individual property)	\$300	TOH Website
Bonds		
Posting/Renewing/Reducing/Replacing/Releasing Bonds	\$500	TOH Website
Text Amendments		
Text Changes to Zoning/Subdivision Ordinance	\$400	TOH Website
General Planning		
Zoning Verification Letter	\$25	TOH Website
Zoning/Subdivision Ordinance	\$30	TOH Website
Master Signage Program	\$200	TOH Website
Master Signage Program - Revision	\$50	TOH Website
Code Enforcement Administrative Fee (Nuisance)	\$150	TOH Website
Pavement Degradation Fee (10'x10' minimum patch area) per square foot	\$5	In Person
Street Name Change Application Fee	\$150	TOH Website
Street Name Double-Blade Sign	\$100	TOH Website
Maps (black and white)	\$5	In Person
Maps (color), Small (24"x30")	\$15	In Person
Maps (color), Large (36"x40")	\$20	In Person
Plan copies	Actual	In Person
Copies (per page)	\$0.10	In Person
Public Projects		
Public Projects	\$2,500	Payment Link
Public Projects per acre	\$550	Payment Link

FOR OFFICE USE ONLY

Project Name: _____ Meeting Date: _____

Planner Name: _____

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AMENDED AND RESTATED
LAND DEVELOPMENT SERVICES
INTERLOCAL COOPERATION
AGREEMENT

AMENDED AND RESTATED LAND DEVELOPMENT SERVICES
INTERLOCAL AGREEMENT

This Amended and Restated Agreement made as of June 18, 2019 by and between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF HUNTERSVILLE** (hereinafter the "Town"), a municipal corporation organized under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, in 2000 the Town and County executed a "Land Development Services Interlocal Cooperation Agreement", and

WHEREAS, the Land Development Services Interlocal Cooperation Agreement was again amended in 2003; and

WHEREAS, the Town has indicated to the County that the Town wishes to begin enforcement of certain of the Town's ordinances within the Town limits and the Town's extraterritorial jurisdiction which have heretofore been enforced by the County pursuant the Land Development Services Interlocal Cooperation Agreement, which Agreement the parties desire to amend and restate in order to provide for the assumption of the enforcement such ordinances by the Town; and

WHEREAS, the Town and the County have the power pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into interlocal cooperation agreements to specify the details of these undertakings; and

WHEREAS, the Town hereby requests that the County continue to exercise the County's

regulatory powers as set forth in those Mecklenburg County ordinances listed in paragraph 2 of this Amended and Restated Agreement within the Town's corporate limits and the Town's specified area of extraterritorial jurisdiction;

NOW, THEREFORE, in consideration of the premises and the fulfillment of the terms of this Amended and Restated Agreement, the Town and the County agree as follows:

1. **Definitions.**

a. **Land Development Ordinances.** As used in this Amended and Restated Agreement, "Land Development Ordinances" shall mean the following ordinances, codes and statutes governing land development within the Town's Land Development Jurisdiction:

The North Carolina State Building Code for all trades (Building, Electrical, Plumbing, Mechanical and Fire)
The Town of Huntersville Zoning Ordinance
The Town of Huntersville Subdivision Ordinance
The Town of Huntersville Sedimentation and Erosion Control Ordinance
Floodplain Regulations of Huntersville, North Carolina, Chapter 151 of the Huntersville Code of Ordinances
Town of Huntersville Minimum Housing Standards, Chapter 150 of the Huntersville Code of Ordinances.
Town of Huntersville, Nonresidential Building Code, Chapter 152 of the Huntersville Code of Ordinance.
Mecklenburg County Fire Ordinance

b. **Land Development Jurisdiction.** As used in this Amended and Restated Agreement the Town's "Land Development Jurisdiction" shall be deemed to include all lands within the Town limits and within the Town's areas of extraterritorial jurisdiction.

2. **Purpose of Agreement.** The purpose of this Amended and Restated Agreement is to specify the details of the operation and financing of the enforcement by the County of the following Land Development Ordinances and regulations and of related services which are to be provided in whole or in part by the County for the Town within the Town's Land Development Jurisdiction after July 1, 2019 (hereinafter "County Enforced Town Ordinances"):

North Carolina State Building Code for all trades (Building, Electrical, Plumbing, Mechanical and Fire)

Town of Huntersville Zoning Ordinance, but only for purposes of annual inspections of BMPs which have received final approval by the Town pursuant to Section 8.17, Water Quality.

Floodplain Regulations of Huntersville, North Carolina, Chapter 151 of the Huntersville Code of Ordinances.

Town of Huntersville Minimum Housing Standards, Chapter 150 of the Huntersville Code of Ordinances.

Mecklenburg County Street Address Ordinance (consolidated in May 1984 with Chapter 19 of the Charlotte City Code)

Town of Huntersville, Nonresidential Building Code, Chapter 152 of the Huntersville Code of Ordinance.

Mecklenburg County Fire Ordinance

a. **Until July 1, 2019.** Through and including June 30, 2019, the County will continue to enforce within the Town's Land Development Jurisdiction those Land Development Ordinances which the County is enforcing as of the date of this Amended and Restated Agreement under the Land Development Services Interlocal Cooperation Agreement as previously amended, and will also continue to enforce within the Town's Land Development Jurisdiction those County ordinances which the County is enforcing as of the date of this Amended and Restated Agreement, with the exception of the Town of Huntersville's Zoning Ordinance. (The Town began enforcement of the Town of Huntersville's Zoning Ordinance within Town's Land Development Jurisdiction on May 1, 2019.) With the execution of this Amended and Restated Agreement, the Town delegates to the County the authority to continue to enforce these ordinances within the Town's Land Development Jurisdiction for the date ranges as specified above.

b. **July 1, 2019 Forward.** From and after July 1, 2019, the County shall enforce or assist the Town in the enforcement of only the County Enforced Town Ordinances as currently enacted, and as they may be amended from time to time. With the execution of this Amended and Restated Agreement, the Town delegates to the County the authority to enforce the County Enforced Town Ordinances within the Town's Land Development Jurisdiction from July 1, 2019 forward. From and after July 1, 2019, all Land

Development Ordinances not specifically listed above as County Enforced Town Ordinances will be enforced by the Town.¹

Attached as Exhibit A are charts which show the allocation of responsibilities between the County and the Town with respect to the enforcement of the various County Enforced Town Ordinances and regulations and with respect to the related services.

In addition to the enforcement services described above, the County has agreed to provide certain administrative support services to the Town (described in more detail below) with regards to Land Development Ordinances which are being enforced by the Town, including acceptance of applications on behalf of the Town. ("Applications" as used herein includes permits, plans, drawings, reports, calculations, and other such development submittals.)

2. **Term of Agreement.** The term of this Amended and Restated Agreement shall be from the effective date of this Amended and Restated Agreement through and including June 30, 2020. This Amended and Restated Agreement shall be automatically renewed each fiscal year thereafter unless notice of non-renewal is given in writing at least 12 months prior to when termination is intended.

3. **Resources.** The County shall have the power to hire, fire and supervise all County employees necessary for the services provided by the County under this Amended and Restated Agreement. Such employees will remain employees of the County. The Town designates and appoints the Mecklenburg County Water Quality Program Manager (or his/her designee(s)) as a Storm Water Administrator for purposes of administering those subsections of the Section 8.17 of the Huntersville Zoning Ordinance regarding annual inspections of BMPs which have received final approval by the Town. A copy of all inspection reports shall be transmitted to the Town's Storm Water Administrator on staff with the Town. The Town designates and appoints the Director of the Mecklenburg County Land Use and Environmental Agency, or his/her designee(s), as an Inspector to administer and enforce Chapter 150 of the

¹ Nothing herein shall preclude the County from providing advisory or consulting services to the Town with respect to the Land Development Ordinances enforced by the Town in accordance with a Work Plan agreed upon by the Town and the County. See paragraph 5.

Huntersville Code of Ordinances, Minimum Housing Standards. The Town of Huntersville designates and appoints the Huntersville Planning Director, or his or her designee as the Floodplain Administrator and the County Floodplain Administrator or his or her designated agent as the Floodplain Administrator to administer and enforce Chapter 151 of the Huntersville Code, Floodplain Regulations of Huntersville, North Carolina. The Town of Huntersville requests, and Mecklenburg County consents, for the County building inspectors (Building, Electrical, Plumbing, mechanical, Fire and Minimum Housing) to exercise their authority for building inspections pursuant to the North Carolina State Building Code for all trades, and the County Enforced Ordinances within the Town's Land Development Jurisdiction.

4. **Permit Applications, Costs and Fees.** The parties hereto desire to create a one-stop-shopping environment with respect to the submission of applications for permits issued pursuant to the Land Development Ordinances within the Town of Huntersville.

a. **Permit Applications.** The County shall accept permit applications for all of the Town's Land Development Ordinances, regardless of whether they are enforced by the Town or by the County. The County will accept all applications into plan review, permitting and inspection system(s) for access and use by both the Town and the County in accordance with a work plan to be developed and agreed upon by both the Town and the County. (See paragraph 5 below.)

(1) **Ordinances Enforced by the County.** The County shall accept applications for the County Enforced Town Ordinances (i.e. Town ordinances enforced by the County) in such format, and in accordance with the procedures deemed appropriate by the County.

(2) **Ordinances Enforced by the Town.** The County shall accept applications for the Town's Land Development Ordinances enforced by the Town in such format, and in accordance with the procedures deemed appropriate by the Town.

b. **Costs and Fees.** Fees will be collected by the respective parties to this

Agreement in accordance with sub-subparagraphs (1) and (2) below. Notwithstanding sub-subparagraphs (1) and (2) below, the Town and the County may enter into Work Plan(s) pursuant to paragraph 5 below which provide for the County's collection of all or a portion of the fees charged by the Town for the Land Development Ordinances administered and enforced by the Town.

(1) **Fees Charged by the County.** The County will collect all fees charged by the County for the County Enforced Town Ordinances. The County shall pay the net local costs of the services provided by the County pursuant to this Amended and Restated Agreement. Net local costs is defined as expenditures minus any federal, State and/or third-party contributions applicable to the cost of these services. The County shall have the right to establish permit fee schedules for the ordinance administration and enforcement to be rendered by the County, and retain all revenues from such permit fees, provided that the associated revenues generated from the fees may not exceed the County's cost of providing those services as described in Exhibit A.

(2) **Fees Charged by the Town.** The Town will collect all fees charged by the Town for the administration and enforcement of all of the Town's Land Development Ordinances administered and enforced by the Town. The Town shall have the right to retain all revenues received from such fees charged and collected by the Town.

5. **Work Plan(s).** The County and Town may provide services to each other based on certain specific work plan(s) (hereinafter "Work Plans") agreed to, in writing, by the County and Town. This may be performed without requiring further approval by the Board of County Commissioners or the Town Board for individual projects or specific Work Plan(s) unless other policies, laws or regulations require approval by the governing bodies. Work Plans primarily associated with operating expenses will be developed prior to the governing bodies' adoption of

the annual budget. Work Plans may include operating expenses, capital investments and maintenance activities. As an example, it is anticipated that a Work Plan will be developed to address the use of technology and software, as well as, to carry out the terms of this Amended and Restated Agreement.

The party providing the service may be reimbursed by the entity receiving the service at a frequency and rate as mutually agreed to in writing by the parties for the approved Work Plan. Compensation will occur on an actual cost basis in accordance with the approved Work Plan and the approved budget. The Work Plan(s) may be and the budget(s) may be amended from time to time upon mutual consent of the County and Town. Reimbursement shall not exceed the budget, as amended unless otherwise agreed to by mutual consent. The hiring of personnel, consultants, contractors, and procurement of equipment shall be handled with the respective agency (County or Town) performing the work. The County's employees are not employed by, nor are they agents of the Town. The Town's employees are not employed by, nor are they agents of the County.

6. **Real Property.** Any real property acquired by the County for the services provided pursuant to this Amended and Restated Agreement shall be owned solely by the County and shall remain the property of the County after the termination of this Amended and Restated Agreement.

7. **Transition of Enforcement of Ordinances to the Town.** In order to provide for a smooth transition with respect to the assumption of the enforcement of certain Land Development Ordinances by the Town the parties agree as follows:

a. Improvement Guarantees and Bonds. The County has in its possession Land Development Bonds secured by surety bonds, letters of credit, cash and other types of security posted by developers in conjunction with development permits ("Development Securities") issued under ordinances which, pursuant to the Land Development Services Interlocal Cooperation Agreement as previously amended, have heretofore been enforced by the County, on behalf of the Town, in the Town's Land Development Jurisdiction and

which generally name Mecklenburg County Land Use and Environmental Services Agency ("LUESA") and/or the County as the Obligee and/or Beneficiary. It is recognized and agreed by all parties hereto that the permits which were issued in reliance upon said Development Securities will hereafter be administered and enforced by the Town pursuant to the terms of the Town ordinances under which the permits were obtained (the "governing ordinance"). The Town will continue to recognize the Development Securities as sufficient to meet the governing ordinance requirements unless the permits are amended or modified, at which point the Development Securities may need to be modified to meet different ordinance requirements.

From and after July 1, 2019, the Town will accept and hold and be named the Obligee and/or Beneficiary for all new Development Securities for the Town's Land Development Ordinances.

To the extent requested by the Town in writing and to the extent allowed by law, and subject to any contractual terms governing each individual Development Security, the County and/or LUESA will assign and transfer to the Town, effective July 1, 2019, all Development Securities currently in the name of the County and/or LUESA as the Obligee and/or Beneficiary, which were obtained or issued pursuant to ordinances which the County enforced under the Land Development Services Interlocal Agreement as previously amended. Any such assignment is subject to acceptance by the Town and must be pursuant to terms and a form reasonably acceptable to the Town. The Town and the County will proceed in good faith and with due diligence to secure the written acknowledgement or consent of the parties to the individual Development Securities for which consent is required to validate any such assignment. The County and/or LUESA will not assign to the Town those individual Development Securities for which such consent is required but which cannot be obtained by the Town or to the extent such assignment is not permitted by applicable law or contract. For avoidance of doubt, nothing herein shall be construed to be a sale, assignment or other transfer of County's or LUESA's

substantive legal and equitable claims, rights or defenses with respect to the Development Securities.

On July 1, 2019, any funds held by the County pursuant to Development Securities secured by cash will be transferred from the County to the Town to be held by the Town and used in accordance with the terms of the respective Development Security secured by cash.

The County and/or LUESA will continue to hold, as the Obligee and/or Beneficiary, the Development Securities issued pursuant to the Land Development Services Interlocal Cooperation Agreement, as previously amended, in the name of the County and/or LUESA as Obligee and/or Beneficiary, which are not assigned to the Town until such time as they come up for renewal or are otherwise modified (at which point they will be retitled or reissued in the name of the Town as Obligee and/or Beneficiary) or until they are released. However, the County and/or LUESA and the Town agree that the Town will take physical custody of said Development Securities which are held by the County and/or LUESA as Obligee and/or Beneficiary.

Effective July 1, 2019, the County and LUESA shall provide reasonable support of, and cooperation with the Town in all matters related to Development Securities. The Town shall be exclusively responsible for and shall exclusively control all matters, issues, claims and decisions regarding the Development Securities, including, but not limited to, (a) default, renewal, modification and release of the Development Securities, (b) incurring expenses or other liability in connection with the Development Securities or the completion of the work, contract or matters secured or covered by the Development Securities, (c) the pursuit of claims against the Development Securities, including, but not limited to, the retention, direction and termination of counsel and other service providers with regard to such matters, (d) how, when and under what terms claims against such Development Securities shall be resolved, and (e) the disposition of all proceeds of the Development Securities (collectively "Development Security Matters"). All decisions made by the Town

regarding default, renewal, modification or release of a Development Security shall be communicated to the County at least 10 days prior to any expiration date of a Development Security. County and LUESA shall act at the reasonable direction of the Town in respect to all matters related to the Development Securities, specifically including, but not limited to, the Development Security Matters.

County and/or LUESA shall reimburse and/or be liable to Town for any and all expenses incurred by the Town or for which the Town is, may be, or may become obligated or liable regarding the Development Security Matters associated with all Development Securities not transferred or assigned to the Town, but only to the extent of proceeds actually received by the County and/or LUESA from the Development Securities and/or any principal, developer, surety or financial institution named therein. Any and all expenses incurred by the Town regarding the Development Security Matters are effectively expenses incurred by the County and/or LUESA by virtue of the County and/or LUESA's agreement to reimburse and/or be liable to the Town for such expenses as set for herein and only to the extent of proceeds actually received by the County and/or LUESA. County's obligations pursuant to this paragraph shall not be deemed to limit, supersede, or modify the County's general covenant of Indemnification pursuant to paragraph 8 of this Amended and Restated Agreement.

The Town will assume all responsibility for all field inspections required with respect to all Development Securities which name the County and/or LUESA as Obligee and/or Beneficiary, regardless of whether they are annual inspections or inspections required for default, renewal, modification or release of a Development Security.

b. Sedimentation and Erosion Control. The Town is pursuing the adoption of (or has adopted) a sedimentation and erosion control ordinance to be applicable within the Town's Land Development Jurisdiction. The Town will also pursue with all due haste the certification of its local sedimentation and erosion control program by the North Carolina Department of Environment and Natural Resources, Division of Environmental

Quality ("NCDENR, DEQ"). Provided the Town is pursuing such certification with due diligence, in the event the Town is unable to achieve certification of its local program by July 1, 2019, and notwithstanding the other paragraphs of this Amended and Restated Agreement, the County and the Town agree that the County's Sedimentation and Erosion Control Ordinance will continue to be effective and enforced within the Town's Land Development Jurisdiction from July 1, 2019 until such time as the Town's local program is certified by the NCDENR, DEQ and the Town ordinance becomes effective. The time period from (and including) July 1, 2019 until the Town's ordinance becomes effective is hereinafter referred to as the "Temporary Extension." During the Temporary Extension, the Town will assist the County in the administration and enforcement of the County's Sedimentation and Erosion Control within the Town's Land Development Jurisdiction.

The Town will be solely responsible on an occurrence basis for any and all claims and actions arising from the Town's enforcement of the County's Sedimentation and Erosion Control Ordinance within the Town's Land Development Jurisdiction during the Temporary Extension, and agrees to indemnify and hold the County harmless from and against any loss or damage resulting from such enforcement by the Town during the Temporary Extension.

c. Acceptance of New Permit Applications by the County. New applications, submitted to the County for any of the Town's Land Development Ordinances prior to assumption of the administration and enforcement by the Town of such ordinances within the Town's Land Development Jurisdiction, shall be transferred to the Town on the effective date of the Town's assumption of such administration and enforcement.

Based on a methodology mutually approved by the Town and County Managers, the County and Town will "settle up" revenues and expenses for FY19.

8. **Indemnification.** The County will be solely responsible on an occurrence basis for any and all claims and actions arising from the County's enforcement of the North Carolina State Building Code, County ordinances being enforced for the Town, and other County services

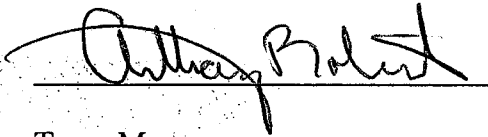
provided pursuant to this Amended and Restated Agreement and provided pursuant to any other Interlocal Agreement within the three (3) years prior to the date of this Amended and Restated Agreement, and agrees to indemnify and hold the Town harmless from and against any loss or damage resulting from such County services. The Town will be solely responsible on an occurrence basis for any and all claims arising from the Town's enforcement of the Town's ordinances including those provided pursuant to any other Interlocal Agreement within the three (3) years prior to the date of this Amended and Restated Agreement, and agrees to indemnify and hold the County harmless from and against any loss or damage resulting from such Town enforcement.

9. **Amendment of Agreement.** This Amended and Restated Agreement may be amended at any time by the parties. All amendments must be in writing and approved by the Town Board of Commissioners and the Board of County Commissioners before they shall become effective. Provided, however, the Board of County Commissioners authorizes the County Manager, on behalf of the County, and the Town Board of Commissioners authorizes the Town Manager, on behalf of the Town, to agree to revisions to the Exhibit A charts which show the allocation of responsibilities between the County and the Town with respect to the enforcement of the various ordinances and regulations and with respect to the related services, and to agree upon Work Plans as provided in Paragraph 5 above.

Executed to be effective as of the day and year first above stated by authority duly granted by the Huntersville Town Board of Commissioners and the Mecklenburg County Board of Commissioners.

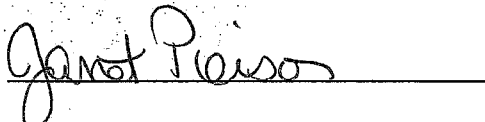
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TOWN OF HUNTERSVILLE



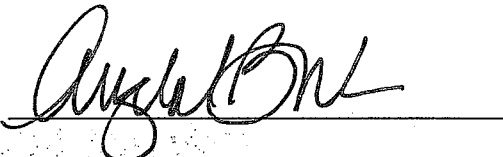
Town Manager

(SEAL)



Town Clerk

Approved as to form:



Town Attorney

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



Director of Finance
Town of Huntersville

MECKLENBURG COUNTY

County Manager

(SEAL)

Clerk to the Board

Approved as to form:

County Attorney

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

Director of Finance
Mecklenburg County

EXHIBIT A
TOWN OF HUNTERSVILLE - MECKLENBURG COUNTY
LAND DEVELOPMENT AND CONSTRUCTION REGULATION SERVICES CHART

SERVICE(S)....	RESPONSIBILITY	COMMENTS
BUILDING (NCSBC) - Permits (all trades)	COUNTY	All Projects
- Plan review (all trades)	COUNTY	All Projects
- Final Inspection (all trades)	COUNTY	All Projects ¹
LAND DEVELOPMENT Subdivision review process and commercial sites and Sedimentation & Erosion Control; -Permits; -Plan Review; -Holds management (Permit & Occupancy) -Inspections for: erosion control, grading, stormwater, site civil, driveway access, tree protection – infrastructure except water & sewer) -Enforcement	TOWN	All Projects
ZONING -Permits -Holds management (Permit & Occupancy) -Bond management for infrastructure installation and maintenance; and	TOWN	All projects
- Inspections (new development)	TOWN	All Projects
-Complaints (new and existing development)	TOWN	All projects Water Quality related issues are handled by County. ²

- Post Approval annual BMP Inspections	COUNTY	All Projects ²
-Board of Adjustment	TOWN	Town Staff administer Zoning Board of Adjustment (ZBA)
TRANSPORTATION PLANNING	TOWN	All projects
MINIMUM HOUSING CODE NONRESIDENTIAL BUILDING CODE	COUNTY	County to enforce Town Ordinance ³ .
FLOODPLAIN REGULATIONS	COUNTY	All Projects ^{2 and 3}

1. The Town will be notified when Temporary Certificate of Occupancies are issued
2. A separate Interlocal Agreement and Workplans exists for other Storm Water Services.
3. Variances and appeals to be heard by Town ZBA

HUNTERSVILLE COLLECTS:

Category	Description	Fee
Permits	Sign Permit	\$140
	Up-Fit Permit (Commercial) (if applicable)	\$40
	Home Occupation Permit	\$140
	Temporary Permit	\$25
	Zoning Verification Letter	\$25
	Zoning Use Permit	\$40
	Code Enforcement Administrative Fee (Nuisance)	\$150
	Encroachment Permit	No Fee
	Pavement Degradation Fee (10'x10' minimum patch area) per square foot	\$5
	Demolition Permit	No Fee
Subdivisions, Variance, Exempt, As Builts, Site Plans & Text Changes	Subdivision Variance (waiver)	\$150
	Exempt Plat	No Fee
	As Builts	No Fee
	Text Changes to Zoning/Subdivision Ordinance	\$400
	Master Signage Program	\$200
	Master Signage Program - Revision	\$50
	Rezoning Petitions	
	Rezoning to a Residential District (R, TR, GR, NR, MH-O) General	\$520
	Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 2 acres or less, General	\$400
	Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) More than 2 acres or less than 10 acres, General	\$700
	Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 10 acres or greater, General	\$1,270
	Rezoning to a Commercial District (HC, CB, SP, VS) 2 acres or less, General	\$350
	Rezoning to a Commercial District (HC, CB, SP, VS) More than 2 acres or less than 10 acres, General	\$500
	Rezoning to a Commercial District (HC, CB, SP, VS) 10 acres or greater, General	\$1,270
	Administrative Amendments	\$200
Variances, Appeals, and Density Averaging Certificates	Residential	\$150
	Commercial	\$300
Copies	Zoning/Subdivision Ordinance	\$30
	Maps (black and white)	\$5
	Maps (color), Small (24"x30")	\$15
	Maps (color), Large (36"x40")	\$20
	Plan copies	Actual
	Pages (per page)	\$0.10
Street Name Changes	Application Fee	\$150
	Double-Blade Sign	\$100
Land Development Fees	Posting Bond	\$370
	Renewing Bond	\$370
	Reducing Bond	\$370
	Replacing Bond	\$370
	Releasing Bond	\$370

MECK COUNTY COLLECTS:

Category	Description	Fee
Permits	Building Permit	\$40
	Up-Fit Permit (Residential)	\$40
	Pier Permit	\$40
Subdivisions, Variance, Exempt, As Builts, Site Plans & Text Changes	Commercial Site Plans (Over \$1-3,000)	\$220
	Commercial Site Plans (Over \$3-50,000)	\$240
	Commercial Site Plans (Over \$50-100,000)	\$555
	Commercial Site Plans (Over \$100,000-1M)	\$925
	Commercial Site Plans (Over \$1M - \$10M)	\$1,125
	Commercial Site Plans (Over \$10M)	\$1,385
Rezoning Petitions	Rezoning to a Residential District (R, TR, GR, NR, MH-O) Conditional	\$705
	Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 2 acres or less, Conditional	\$550
	Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) More than 2 acres or less than 10 acres, Conditional	\$850
	Rezoning to a Mixed-Use District (NC, TC, TND-U, TND-R, CI) 10 acres or greater, Conditional	\$1,700
	Rezoning to a Commercial District (HC, CB, SP, VS) 2 acres or less, Conditional	\$550
	Rezoning to a Commercial District (HC, CB, SP, VS) More than 2 acres or less than 10 acres, Conditional	\$800
	Rezoning to a Commercial District (HC, CB, SP, VS) 10 acres or greater, Conditional	\$1,700
Special Use Permits	Residential District (R, TR)	\$200
	Mixed-Use District (NC, TC, TND-O)	\$400
	Commercial District (HC, CB, SP)	\$600
Land Development Fees	Concept Plan - Commercial	\$600
	Sketch and Concept Plan - Subdivision	\$1,250
	Sketch and Concept Plan - Subdivision (per lot)	\$5
	Small Commercial Plan (<1 acre)	\$1,500
	Plat Review	\$1,200
	Erosion Control Only (per acre)	\$450
	Driveway Permit (excluding Single Family Dwelling)	\$200
	Minor Revision to Approved Plans	\$400
	Major Revision to Approved Plans	\$900
	Plat Revision	\$275
	Traffic Impact Study (\$/peak hour trip)	\$5
	Large Commercial Plan (>1 acre denuded or PCO applies)	\$8,600
	Large Commercial per acre	\$250
	Small Subdivision (<10 acres denuded)	\$10,450
	Small Subdivision per acre	\$650
	Small Subdivision per lot	\$5
	Large Subdivision (>10 acres denuded)	\$9,450
	Large Subdivision per acre	\$500
	Large Subdivision per lot	\$5
	Public Projects	\$2,500
	Public Projects per acre	\$550

RESOLUTION
TO APPROVE AMENDED AND RESTATED LAND DEVELOPMENT SERVICES
INTERLOCAL COOPERATION AGREEMENT WITH MECKLENBURG COUNTY

WHEREAS, the Town of Huntersville and Mecklenburg County have the power pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to contract with the other for the exercise of any governmental function which they have been granted the power to exercise alone, and to enter into interlocal cooperation agreements to specify the details of the undertaking; and

WHEREAS, G.S. 160A-360(d) and (g) collectively allow a county, on request of a town governing body, as evidenced by a formally adopted resolution of the town governing body, to exercise any of the land development powers set out in Article 19 of Chapter 160A within the town's corporate limits and within the town's extraterritorial jurisdiction;

WHEREAS, the Town of Huntersville previously formalized the prior arrangements with Mecklenburg County for Mecklenburg County's Engineering and Building Standards Department to assist in administering the Town's land development ordinances and other governmental codes and regulations by entering into the Land Development Services Interlocal Cooperation Agreement, as previously amended ("Agreement"); and

WHEREAS, the Town of Huntersville wishes to undertake enforcement of certain of the Town's land development ordinances within the Town's municipal boundaries and extraterritorial jurisdiction; and

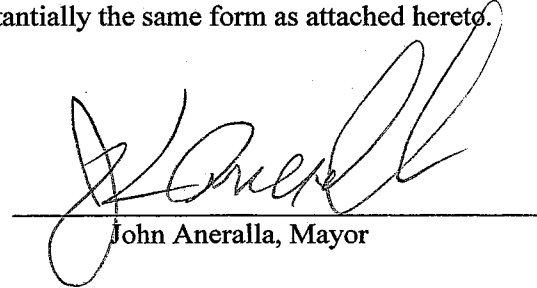
WHEREAS, the Town hereby requests that Mecklenburg County continue to exercise certain the Town's regulatory powers and other governmental codes and regulations within the Town's corporate limits and the Town's extraterritorial jurisdiction;

NOW, THEREFORE BE IT RESOLVED that the Huntersville Board of Commissioners approves the new, proposed AMENDED & RESTATED LAND DEVELOPMENT SERVICES INTERLOCAL COOPERATION AGREEMENT between the Town of Huntersville and Mecklenburg County made as of June 18, 2019, a copy of which is attached hereto as Exhibit A ("AMENDED AND RESTATED AGREEMENT."). The Town of Huntersville requests and authorizes Mecklenburg County to exercise the Town's regulatory powers and other governmental codes and regulations as set forth in paragraph 2 of the AMENDED AND RESTATED AGREEMENT within the Town's corporate limits and within the Town's extraterritorial jurisdiction, and authorizes its Town Manager to execute said AMENDED AND RESTATED AGREEMENT in substantially the same form as attached hereto.

ADOPTED this the 17th day of June, 2019.

ATTEST:


Janet Pierson, Town Clerk


John Aneralla, Mayor

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Tracy Houk, Assistant Director of Parks & Recreation

Date: April 18, 2022

Subject: Picnic table mural design by Junior Troop 1548.

EXPLAIN REQUEST:

Junior Troop 1548 has been working on a semester-long project, called a "Journey" focusing on being an **"Agent of Change: The Power of One, The Power of Team, and The Power of Community"**. For the final part of this project, the Troop will work together to combine everything they've learned and complete a community service project, proving The Power of Community. As they would like to leave a lasting impression in their own Huntersville Community, we would like to complete a community art project that will be enjoyed by everyone at Holbrook Park Shelter. The shelter is special to the Troop, as this is the location they hosted their end-of-year parting in the past.

Project Name: "Painters Tape Geometric Shape" - possibly paint the table all black so it has a solid base and then allow the troop to create a "stained glass" effect on May 2, 2022. (examples attached, not actual design)

ACTION RECOMMENDED:

Consider approving the proposed concept for the mural on one of the picnic tables at Holbrook Park.

FINANCIAL IMPLICATIONS:

Troop 1548 will fund and provide all of the necessary materials to complete the project including (but not limited to): exterior paint, tarps, brushes, etc. The final piece will also be coated in a weather-proof polyurethane finish to protect it the following day (after all the paint has dried).

ATTACHMENTS:

1. geo shape 1
2. geo shape 2





**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Pattie McGinnis, Finance Director

Date: April 18, 2022

Subject: Call for Public Hearing - Budget

EXPLAIN REQUEST:

Consider calling a public hearing for Monday, May 16, 2022 at 6:00 p.m. at Huntersville Town Hall to receive comments on the proposed budget for FY23.

ACTION RECOMMENDED:

Call Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Brian Richards, Assistant Planning Director

Date: April 18, 2022

Subject: Consider decision on Petition #R21-17 to rezone (+/- 3.8 acres) 202, 204, 206, 208 Gilead Rd from Neighborhood Residential District to Traditional Neighborhood Development Urban Conditional District for a mixed-use development.

EXPLAIN REQUEST:

Consider decision on Petition #R21-17, a request by HFH Partners, LLC to rezone (+/- 3.8 acres) 202, 204, 206, 208 Gilead Rd from Neighborhood Residential District to Traditional Neighborhood Development Urban Conditional District for a mixed-use development (Parcel #s 01712112, 01712111, 01712110, 01712109).

ACTION RECOMMENDED:

Consider decision on R21-17

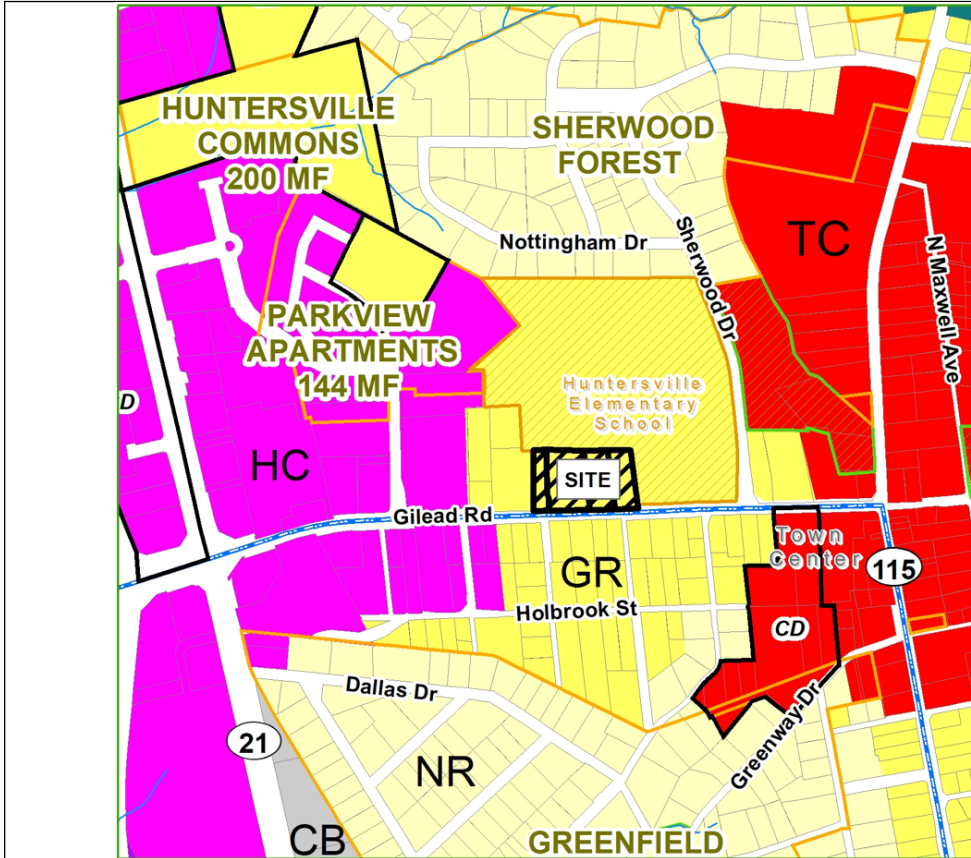
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. R21-17 TB Gilead Mixed Use Staff Report 4-18-22
2. A - R21-17 GRMU Application
3. B - R21-17 GRMU Rezoning Plans
4. C - GRMU Neighborhood Meeting Report (December 14, 2021)
5. D - CMS GRMU Report
6. E - Charlotte Water WTS Letter GRMU

Petition R21-17 Gilead Road Mixed Use

PART 1: PROJECT SUMMARY



Applicant: HFH Partners, LLC

Property Owner: HFH Partners & Irvin Hager

Property Address: 202, 204, 206, 208 Gilead Rd

Project Size: (+/-) 3.8 acres

Parcel Numbers: 01712109, 01712110, 01712111, 01712112

Current Zoning: Neighborhood Residential (NR)

Current Land Use: Single Family & Vacant.

Proposed Zoning: Traditional Neighborhood Development Urban Conditional District (TND-U-CD)

Proposed Land Use: Commercial & Townhomes.

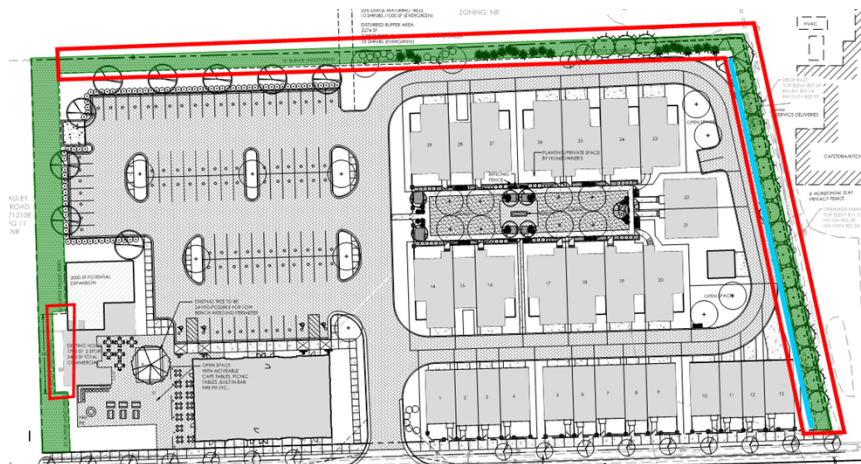
1. Purpose: Rezone 3.8 acres along Gilead Rd east of US 21 from Neighborhood Residential (NR) to Traditional Neighborhood Development Urban Conditional District (TND-U-CD) for 29 Townhomes (7.6 DUA) and up to 19,000 sf of Commercial Use.
2. Adjoining Zoning and Land Uses.
 - North: Neighborhood Residential – Huntersville Elementary School.
 - South: Neighborhood Residential – Residential & Commercial Uses.
 - East: Neighborhood Residential – Huntersville Elementary School.
 - West: Neighborhood Residential – Residential Use.
3. A neighborhood meeting was held on December 14, 2021, and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via a postcard to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Gilead Rd.

PART 2: REZONING/SITE PLAN

The proposed Conditional District Rezoning Plan is generally compliant with the Zoning and Subdivision Regulations. Significant elements include:

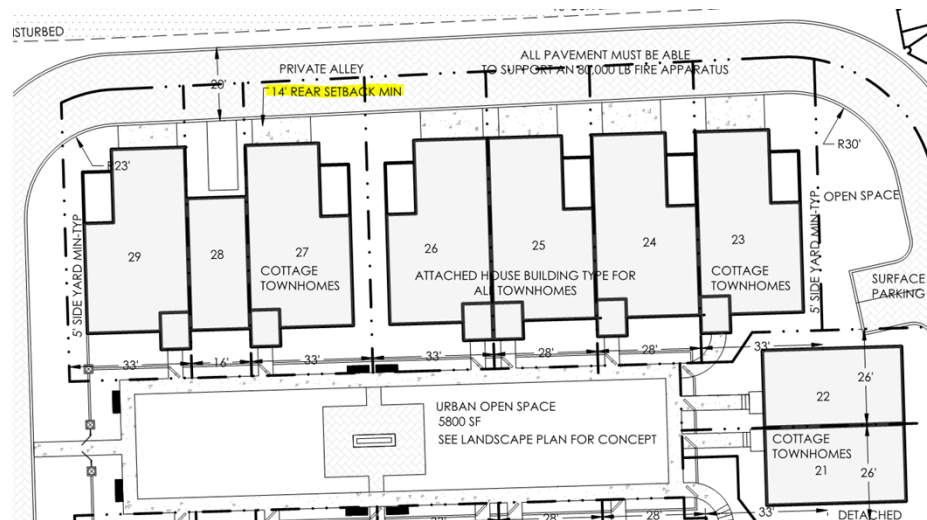
- Two Commercial Buildings and Twenty-nine Townhomes are being proposed.
- Two Urban Open Spaces (Plaza and Pedestrian Passageway).
- A Vegetated Buffer is being offered around the perimeter as well as a privacy fence (along the eastern boundary).
- A future greenway connection is being offered along the northern property boundary.
- Minimum Tree Preservation (specimen tree save) for the Traditional Neighborhood Development District is 30%. The Rezoning Plan contains 19 specimen trees and proposes to save 2 trees (12%). Staff is working with the applicant to create a compliant mitigation plan.
- The Traditional Neighborhood Development District does not have a canopy tree save requirement.
- There are no identified Heritage Trees on site.
- Building elevations for the proposed structures have been submitted. Architectural renderings have been provided (Attachment B).
- Planning, Transportation, and Storm Water Engineering staff have site plan comments outstanding that need to be addressed prior to final plan approval.
- The intent statement of the TND-U zone is to be at least 40 acres in area and optimum size of ¼ mile from center. The 3.8-acre site is adjacent to a 30-acre school and which is adjacent to a 8-acre town park. The site is ¼ mile from the center of downtown at the intersection of NC 115 and Gilead Road.
- Four (4) Ordinance Modifications are proposed:
 1. Article 7.5: Buffer Yards – Requires a 20' Buffer along the perimeter of the Development. The applicant is requesting to reduce the buffer yard to 10' along the east and north property lines as well as a small reduction on the west property line where there is an existing HVAC system.

STAFF COMMENT – The applicant is offering a higher percentage of evergreen plantings for the entire buffer area as well as a 6' privacy fence along the east property line to mitigate the visual impact of the reduced buffer yard. The north and east property lines abut Huntersville Elementary School and there are no residential impacts in these areas. Additionally, LU Policy 8.2 supports buffer reductions when projects of high design standards are proposed. This is in keeping with the Spirit of the Ordinance, staff DOES SUPPORT this modification request



2. Article 4 Attached House Building Type (Rear Setback) – Requires a Rear Setback of 20-25'. The applicant is requesting a minimum Rear Setback of 14'. This is to allow for Urban Open Space size to be maximized.

STAFF COMMENT – The applicant is offering a well-designed Pedestrian Passageway for the interior Townhomes to front upon. Article 8.1.4 A site specific development plan may be considered for approval in the TC, NC, NR, R, TR, HC, CB, CI, VS and both TND and TOD districts where residential and/or non-residential lots and/or structures front upon a private courtyard, carriageway, mid-block private alleyway with courtyard, or pedestrian way, or urban open space as defined in Article 7, part B, where adequate access by emergency vehicles is maintained by way of a street or alley and where the off-street placement of uses does not diminish the orientation of building fronts to the public street. Additionally, LU Policy 8.1 encourages flexibility in design regulations including setback. This is in keeping with the Spirit of the Ordinance, staff DOES SUPPORT this modification request.



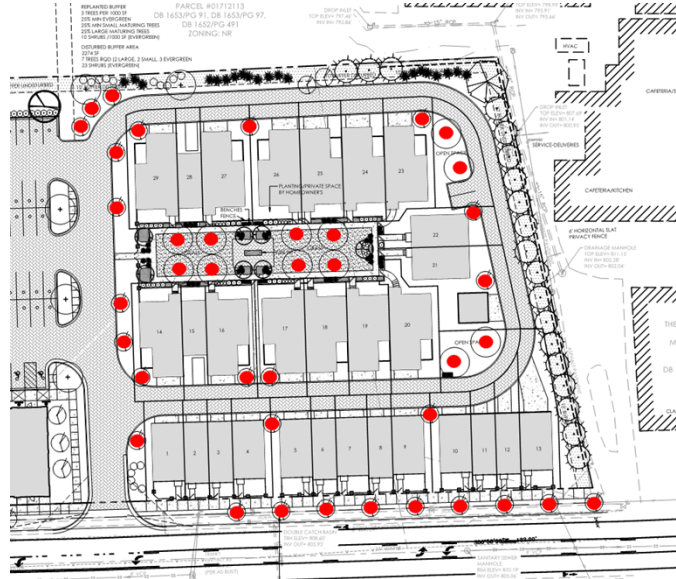
3. Article 4 Attached House Building Type (Height) - Requires a maximum height of 30' (measured at the building eaves). The applicant is requesting a height of up to 33' for the Townhomes that front upon Gilead Rd. The additional height will be utilized to break up the building facades and allow for the integration of vertical relief and varying architectural features.

STAFF COMMENT – The applicant is offering building elevations as part of this rezoning (Attachment B). Article 4 states that “The intention of buildings in all locations must be to relate the principal facade to the sidewalk and public space of the street” The additional height along with the proposed elevations achieves this goal. Additionally, LU Policy 8.2 supports modifications of height limits when projects of high design standards are proposed. This is in keeping with the Spirit of the Ordinance, staff DOES SUPPORT this modification request

4. Article 7.7.3 Street Trees and Internal Landscaping – Requires 1 Front Yard and 1 Rear Yard Canopy Tree. The applicant is requesting that this requirement be modified due to small lots (+/- 1,000 to 2,7000 sf) and the lack of space which would allow for the Canopy Tree to survive and flourish.

STAFF COMMENT – The applicant is offering to plant +/- 37 of the required 58 trees onsite and mitigate the remaining trees. Staff will work with the applicant during the preliminary plan design ensure proper tree placement. 2040 Plan Policy DT 1.4 asks to consider revisions to the ordinance and approval process to achieve elevated designs in the Downtown area. This is in keeping with the envisioned policies, staff DOES SUPPORT this modification request.

Lot Size	Required Number of Canopy Trees
Less than 10,000 sq./ft.	1 Front yard, 1 Rear Yard
10,000 -15,000 sq./ft.	1 Front yard, 2 Rear Yard
15,001 - 20,000 sq./ft.	2 Front yard, 2 Rear Yard
More than 20,000 sq./ft.	3 Front yard, 3 Rear Yard



PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

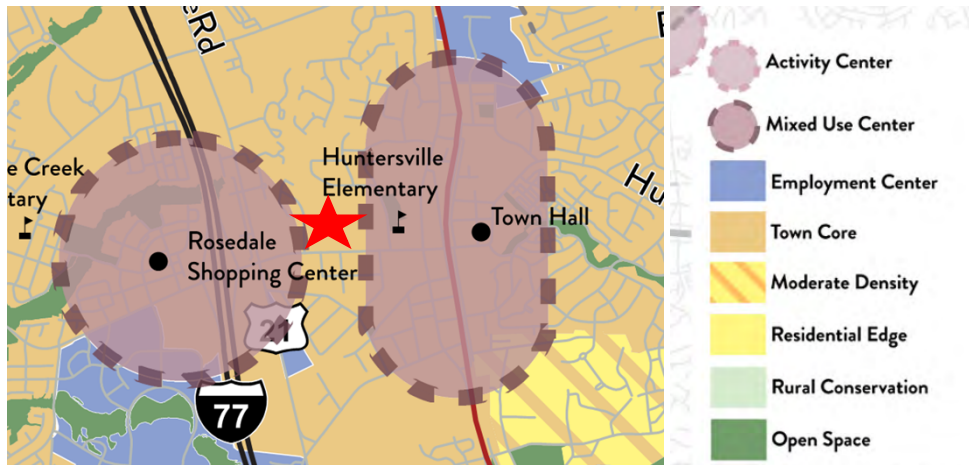
A Town TIA for the development was not required.

NCDOT also did not require a TIA. The dual turn lane adjacent to the site will be resurfaced and restriped.

PART 4: REZONING CRITERIA

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

2040 Huntersville Community Plan



Town Core

The Town Core designation includes a variety of neighborhoods containing a mix of residential housing types, including single-family homes, townhomes, and apartments. Their design focuses on traditional neighborhood planning principles, including short blocks, connected streets, streetscape standards, and other features that improve walkability. These areas are denser than the "Moderate Density" and "Residential Edge" character areas and may include non-residential development as specified in small area plans and at other sites that meet locational criteria.



Downtown - Tier 2

Generally 2-3 stories. Predominately residential with some small-scale commercial and/or office. Reuse of structures on main roads. Residential can include townhomes, duplexes, triplexes, quadplexes, and urban single-family home types, including alley-loaded bungalows, pocket neighborhoods and cottage courts.

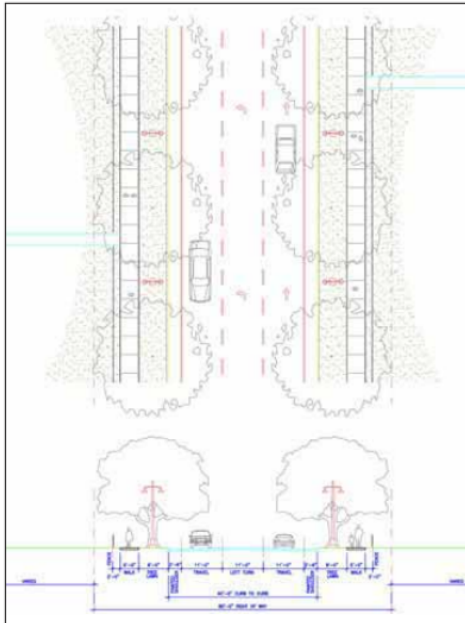
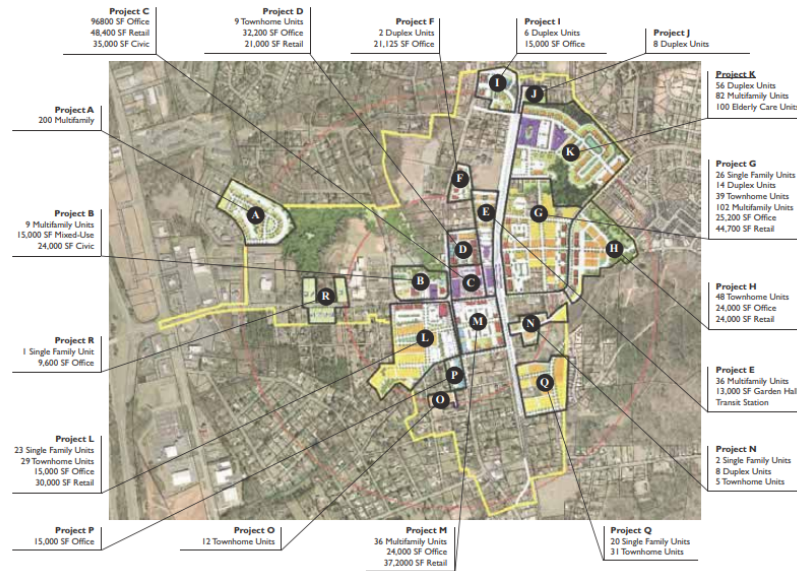
STAFF COMMENT – The 2040 Huntersville Community Plan DOES SUPPORT this project through the following sections:

- **Policy LU 2.1:** Higher intensity residential uses will be focused generally within 2 miles of the I77/NC115 corridor and future activity centers in the eastern and western areas of Huntersville zoning jurisdiction.
- **Policy LU 5.1:** Allow for more intense development only where transportation infrastructure and utilities already exist.
- **Policy LU 5.3:** Support infill housing options near services, shopping, employment, and transit stations.
 - Encourage infill development opportunities to increase housing options with proximity to nearby services, shopping, employment opportunities, and transit stations.

- **Policy LU 6.2:** Commercial uses are encouraged in the Town Core and as specified in adopted Small Area Plans.
- **Policy LU 6.3:** Small scale, neighborhood-serving commercial and office uses may be allowed in Town Core and Moderate Density areas specified on the Future Land Use map at key locations if designed in a context sensitive manner.
- **Policy LU 7.1:** Require all new development to adhere to the following design principles: In Mixed Use Centers, Activity Centers, Town Core, and Moderate Density Areas, Streets and sidewalk are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:
 - All buildings shall front a public street or open space.
 - Streets should be connected, have short blocks and sidewalks on both sides of streets.
 - Improve connectivity, particularly for pedestrians and vehicles.
 - Parking lots, if required, should be predominately located behind buildings screened from view and larger lots should be broken by buildings and or landscape features.
 - In lower intensity areas (including MD, RE, RC, CW) preservation of rural character and natural resources are prioritized.
 - In these areas, structures can be set back further from the road and should blend into the landscape and the scenic nature of roadways should be preserved.
- **Policy LU 8.1:** Continue to emphasize form and flexibility in development regulations for these areas.
 - The current zoning ordinance has basic form based standards with flexibility built-in. Key elements include allowing multiple types of land uses, a mix of uses, minimal setbacks, and parking requirements.
- **Policy LU 8.2:** Evaluate and strengthen incentives to encourage the achievement of higher design standards.
 - Incentives that could include:
 - Modification of height limit.
 - Reduced buffer yard requirements.
- **Policy EV 2.3:** Attract business to Downtown.
 - Encourage new businesses that help Downtown meet the 10|10|10 goal of having 10 places that serve food, 10 retail establishments (non-chain and not thrift stores) and 10 businesses open after 6 pm.
- **Policy DT 1.3:** In Tier 2 areas, create a transitional area from the core of Downtown to surrounding residential neighborhoods.
 - This area contains mostly residential uses with some office and commercial space at lower intensities than Tier 1.
 - Residential can include townhomes, duplexes, triplexes, quadplexes, and urban single-family home types including alley-loaded bungalows and other house-scale development types such as pocket neighborhoods and cottage courts.
- **Policy DT 11.1:** Allow and encourage residential development in Downtown Huntersville, including for-sale and rental housing integrated with commercial uses.

Downtown Master Plan (2006)

The 2006 Plan identified this site for potential redevelopment (as shown 9,600 sf office and 1 additional Single-Family Unit).



Alternate Streetscape treatment for Gilead Road with relocated utilities, canopy trees between the sidewalk and the street, and bike lanes

The 2006 Plan also recommends relocating utilities for the Gilead Road Gateway Corridor (80' of Right of Way with Bike Lanes, Wide Sidewalks, and a single row of street trees).

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

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

STAFF COMMENT:

The proposed rezoning for the Gilead Road Mixed Use Development is consistent with envisioned uses and development pattern set forth in the 2040 Community Plan and 2006 Downtown Master Plan.

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

STAFF COMMENT:

- A Transportation Impact Analysis was not required – see Part 3 of this report.
- CMS has provided an impact statement (Attachment D)
- Charlotte water has provided a “Willingness-to-serve” letter (Attachment E). Storm water drainage, water supplies and wastewater and refuse disposal are all available to serve this project and there is capacity to do so. A PCO-1 storm water approval from Town Engineering is required, as well.

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

STAFF COMMENT:

Planning staff has no indication that the request will adversely affect known archeological, environmental, or cultural resources. The site is not encumbered by any historic easements or deed restrictions.

PART 5: STAFF RECOMMENDATION

In considering the proposed rezoning petition R21-17, Gilead Road Mixed Use Staff recommends approval if outstanding Staff comments are addressed. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 5.1, LU 5.3, LU 6.2, LU 6.3, LU 7.1, LU 8.1, LU 8.2, EV 2.3, DT 1.3, and DT 11.1

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and 2006 Downtown Master Plan. Modification #1 (Buffer Yard), Modification #2 (Rear Setback), Modification #3 (Building Height), Modification #4 (Internal Landscaping) are in keeping with the Spirit of the Ordinance and therefore supported.

PART 6: PUBLIC HEARING COMMENTS

A Public Hearing was held on March 7, 2022.

PART 7: PLANNING BOARD RECOMMENDATION

Planning Board was held on for March 22, 2022.

Motion: F. Gammon made a Motion to Approve R21-17, Gilead Road Mixed Use, from Neighborhood Residential (NR) to Traditional Neighborhood Development Urban Conditional District (TND-U-CD). The Planning Board finds that the rezoning is consistent with Huntersville Zoning Ordinance Articles 11.4.7(d), 11.4.7(e), and Huntersville 2040 Community Plan policies LU2.1, LU5.1, LU5.3, LU6.2, LU6.3, LU7.1, LU8.1, LU8.2, EV2.3, DT1.3, and DT11.1. It is reasonable and in the public interest to amend the zoning ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and 2006 Downtown Master Plan. The Planning Board further recommends approval of Modification #1 (buffer yard), modification #2 (rear setback), modification #3 (building height) all of which are in keeping with the spirit of the ordinance and therefore supported. Although the Planning Board is inclined to recommend approval of modification #4 (front and rear yard trees) the Planning Board supports staff's request to continue discussions to explore options or mitigation. Further, this recommendation for approval is contingent upon the applicant addressing all outstanding Staff comments. J. Sny seconded the motion.

Vote: The motion passed unanimously (8-0) with J. Henson recused.

PART 8: TOWN BOARD CONSIDERATION

Town Board consideration is scheduled for April 18, 2022.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments

- A – R21-17 GRMU Application
- B – R21-17 GRMU Rezoning Plan
- C – GRMU Neighborhood Meeting Report (December 14, 2021)
- D – CMS GRMU Report
- E – Charlotte Water WTS Letter GRMU

PART 10: CONSISTENCY STATEMENT – R21-17 Gilead Road Mixed Use

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning petition R21-17, Gilead Road Mixed Use Staff recommends approval if outstanding Staff comments are addressed. The amendment being consistent with the Huntersville 2040 Community Plan policies LU 2.1, LU 5.1, LU 5.3, LU 6.2, LU 6.3, LU 7.1, LU 8.1, LU 8.2, EV 2.3, DT 1.3, and DT 11.1. <u>It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and 2006 Downtown Master Plan. Modification #1 (Buffer Yard), Modification #2 (Rear Setback), Modification #3 (Building Height), and Modification #4 (Internal Landscaping) are in keeping with the Spirit of the Ordinance and therefore supported</u>	APPROVAL: In considering the proposed rezoning application R21-17, Gilead Rd Mixed Use, The Planning Board finds that the rezoning is consistent with Huntersville Zoning Ordinance Articles 11.4.7(d), 11.4.7(e), and Huntersville 2040 Community Plan policies LU2.1, LU5.1, LU5.3, LU6.2, LU6.3, LU7.1, LU8.1, LU8.2, EV2.3, DT1.3, and DT11.1. <u>It is reasonable and in the public interest to amend the zoning ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and 2006 Downtown Master Plan. The Planning Board further recommends approval of Modification #1 (buffer yard), modification #2 (rear setback), modification #3 (building height) all of which are in keeping with the spirit of the ordinance and therefore supported. Although the Planning Board is inclined to recommend approval of modification #4 (front and rear yard trees) the Planning Board supports staff's request to continue discussions to explore options or mitigation. Further, this recommendation for approval is contingent upon the applicant addressing all outstanding Staff comments</u>	APPROVAL: In considering the proposed rezoning application R21-17, Gilead Rd Mixed Use, the Town Board recommends approval based on the Plan being consistent with <u>(insert applicable plan reference)</u>. <u>It is reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>
		DENIAL: In considering the proposed rezoning application R21-17, Gilead Rd Mixed Use, the Town Board recommends denial based on the Plan being <u>(consistent OR inconsistent) with (insert applicable plan reference)</u>. <u>It is not reasonable and in the public interest to approve the Rezoning Plan because... (Explain)</u>



General Application

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

1. Application Type

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

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

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

2. Project Data

Date of Application November 3, 2021

Name of Project Gilead Road Mixed Use Phase # (if subdivision) _____

Project Address 202,204,206,208 Gilead Road

Parcel Identification Number(s) (PIN) 01712112, 01712111, 01712110, 01712109

Current Zoning District NR Proposed District (for rezoning only) TND (CD)

Property Size (acres) 3.8 Street Frontage (feet) 560'

Current Land Use Residential and vacant

Proposed Land Use(s) Activity Center (Townhomes, commercial)

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Rezone parcels to allow mixed-use commercial and attached townhomes. The parcel is to be developed in
harmony with adjacent land uses to form an overall Traditional Neighborhood Development project that compliments
the Activity Center designation on the 2040 plan for Downtown Huntersville.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name HFH Partners, LLC Phone 704-875-1615
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature Jay A. Henson Printed Name: Jay Henson
Title Member/Manager Email jay@hensonfoley.com

Address of Applicant 121 Gilead Road Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name HFH Partners, LLC (01712109, 01712110) Phone 704-875-1615 (see attached addendum for other parcels)
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature Jay A. Henson Printed Name Jay Henson
Title Member/Manager Email jay@hensonfoley.com

Address of Property Owner 121 Gilead Road Huntersville, NC 28078

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

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

8. Development/Design Firm Contact Information

HFH Partners, LLC	Jay Henson	704-875-1615	jay@hensonfoley.com
Development Firm	Name of Contact	Phone	Email
HensonFoley	Jay Henson	704-875-1615	jay@hensonfoley.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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



General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application November 3, 2021 Application Number _____

Name of Project Gilead Road Mixed Use Phase # (if subdivision) _____

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name HFH Partners, LLC Phone Number 704-875-1615

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

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

Signature [Signature] Parcel ID(s): 01712111, 01712112

Title Member/Manager Email jay@hensonfoley.com

Address of Property Owner/Applicant 121 Gilead Road Huntersville, NC 28078

* ^ Printed Name Irvin R. Hager Phone Number 704-363-2710

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

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

Signature [Signature] Parcel ID(s): 01712111

Title Owner Email irv and Beccy @ AOL.Com.

Address of Property Owner/Applicant _____

* ^ Printed Name Hager Enterprises, LLC Phone Number 704-363-2710

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

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

Signature [Signature] Parcel ID(s): 01712112

Title Owner Email irv and Beccy @ AOL.Com.

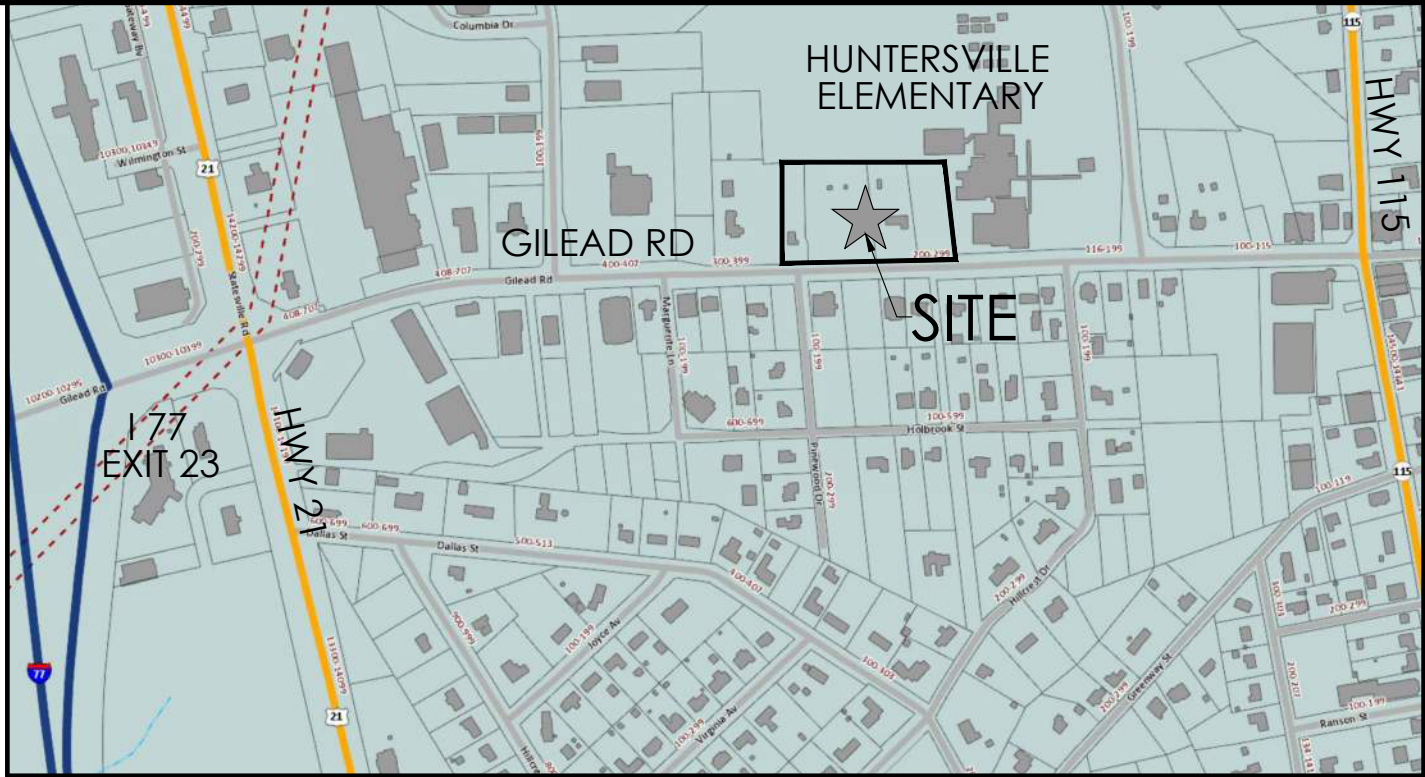
Address of Property Owner/Applicant _____

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

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

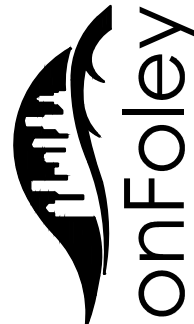
SHEET INDEX

C01	COVER SHEET
C02	DEMO AND EXISTING CONDITIONS
C03	TREE SAVE PLAN
C04	SITE PLAN
C05	GRADING PLAN
C06	UTILITY PLAN
C07	DETAILS
C08	LANDSCAPE PLAN
C09	SIGHT DISTANCE PROFILE



VICINITY MAP
SCALE: N.T.S.





HensonFoley

LandscAPE Architecture | Civil Engineering

121 Gilead, Huntersville, NC 28078

p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com

NC ENGINEERING BOARD LICENSE #: C-3781

NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

R 21-17
REZONING PLAN PACKAGE

GILEAD ROAD MIXED USE PROJECT
HUNTERSVILLE, NC
EPM # 430772

DEVELOPER:
HFH PARTNERS, LLC
121 GILEAD ROAD
HUNTERSVILLE, NC 28078
PH: (704) 875-1615

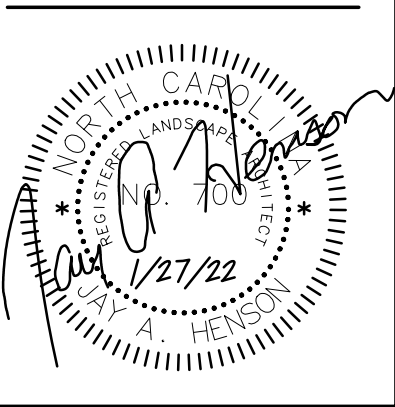
OWNER:
HFH PARTNERS, LLC
121 GILEAD ROAD
HUNTERSVILLE, NC 28078
PH: (704) 875-1615

TIA
A TIA SCOPING PLAN WAS SUBMITTED TO THE TOWN OF HUNTERSVILLE AND NCDOT. THERE ARE NO REQUIREMENTS FOR A TIA.

LIST OF MODIFICATIONS

- ARTICLE 7.5 BUFFERS
- DUE TO THE EXISTING CONDITIONS, THE APPLICANT REQUESTS A WAIVER TO THE 20' BUFFER ALONG THE EAST AND NORTH PROPERTY LINES. (AS SHOWN) THE ADJACENT PROPERTY TO THE EAST AND NORTH IS OWNED BY CHARLOTTE/MECKLENBURG COUNTY BOARD OF EDUCATION AND IS OCCUPIED BY HUNTERSVILLE ELEMENTARY. THE REQUEST IS TO ALLOW A 10' UNDISTURBED BUFFER EAST, 10' DISTURBED BUFFER WHERE SHOWN ALONG THE NORTH, AND A 10' UNDISTURBED BUFFER NEAR THE COMMERCIAL PARKING AREA AS NOTED ON PLAN.

THERE IS A PORTION OF THE EXISTING HOME (TO REMAIN) THAT WILL NOW ENCROACH INTO THE BUFFER. THIS IS AN EXISTING CONDITION. THE REQUEST IS TO ALLOW THE BUFFER WITHIN THE VICINITY OF THE EXISTING STRUCTURE BE MODIFIED TO 10'. THIS WILL ALLOW THE EXISTING ACCESS, MAINTENANCE AND HVAC SYSTEM TO REMAIN.
- ARTICLE 4 ATTACHED HOUSE SETBACKS
- RELIEF FROM THE REQUIRED REAR SETBACK OF 20'-25' IS REQUESTED. THE PETITIONER REQUEST MINIMUM REAR SETBACK OF 14'. THIS REQUEST WILL ALLOW THE INTERIOR OPEN SPACE TO BE MAXIMIZED.
- ARTICLE 4 ATTACHED HOUSE BUILDING HEIGHT
- RELIEF FROM THE 30' BUILDING HEIGHT IS REQUESTED IN ORDER TO BREAK UP THE STREET FACADES ALONG GILEAD ROAD. THE INTEGRATION OF VERTICAL RELIEF AND VARYING ARCHITECTURAL FEATURES WILL REQUIRE THE NEW BUILDING HEIGHT FOR BUILDINGS ALONG GILEAD ROAD TO BE 33'.



GILEAD ROAD MIXED USE

PARCEL ID #S 01712109, 01712110, 01712111, 01712112
202,204,206,208 GILEAD ROAD HUNTERSVILLE, NC

COVER

REVISIONS:	
JANUARY 27, 2022 PER TOWN REVIEW	

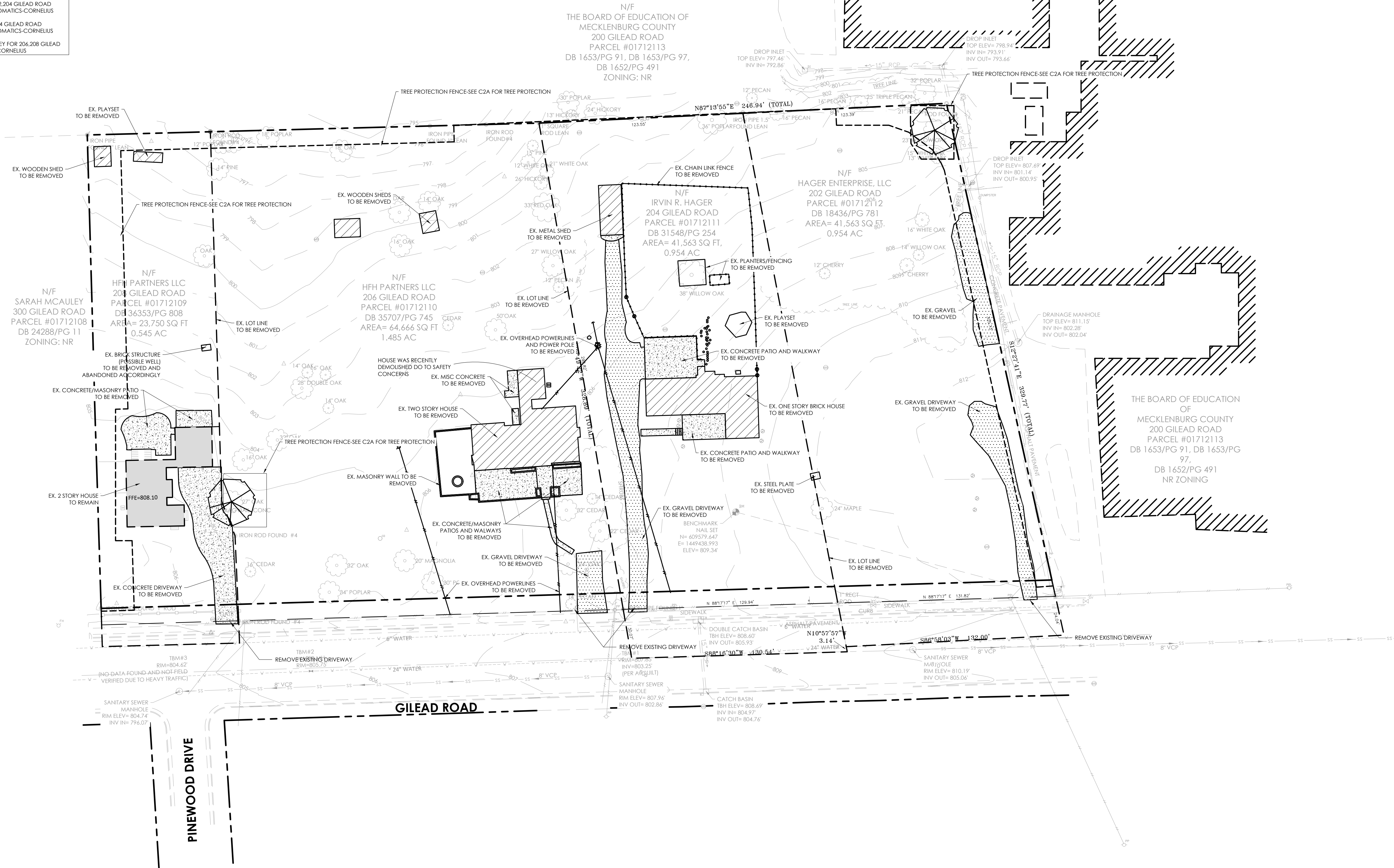
C01 - COVER.DWG	
PROJECT NUMBER:	221015
DATE: 11/22/2021	DRAWN BY: JAH
SHEET	C01 OF 09

UTILITY NOTES:

1. CONTRACTOR RESPONSIBLE FOR COORDINATING ANY UTILITY REMOVAL WITH CORRESPONDING UTILITY COMPANY.
2. IF ANY WELLS AND/OR SEPTIC SYSTEMS ARE DISCOVERED ON SITE, CONTRACTOR TO COORDINATE ABANDONMENT WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HENSON FOLEY, INC. IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

SURVEY DATA
COMPLETE BOUNDARY FOR TRACT PREPARED BY DUNBAR GEOMATICS-CORNELIUS NC
TOPOGRAPHIC SURVEY FOR 202,204 GILEAD ROAD PROVIDED BY DUNBAR GEOMATICS-CORNELIUS
TREE/UTILITY SURVEY FOR 202,204 GILEAD ROAD PREPARED BY DUNBAR GEOMATICS-CORNELIUS
TOPOGRAPHIC AND TREE SURVEY FOR 206,208 GILEAD ROAD PREPARED BY PPLS-CORNELIUS



GILEAD ROAD MIXED USE

PARCEL ID#S 01712109, 01712110, 01712111, 01712112
202,204, 206, 208 GILEAD ROAD HUNTERSVILLE, NC

DEMO AND EXISTING CONDITIONS

REVISIONS:

JANUARY 27, 2022 PER TOWN REVIEW

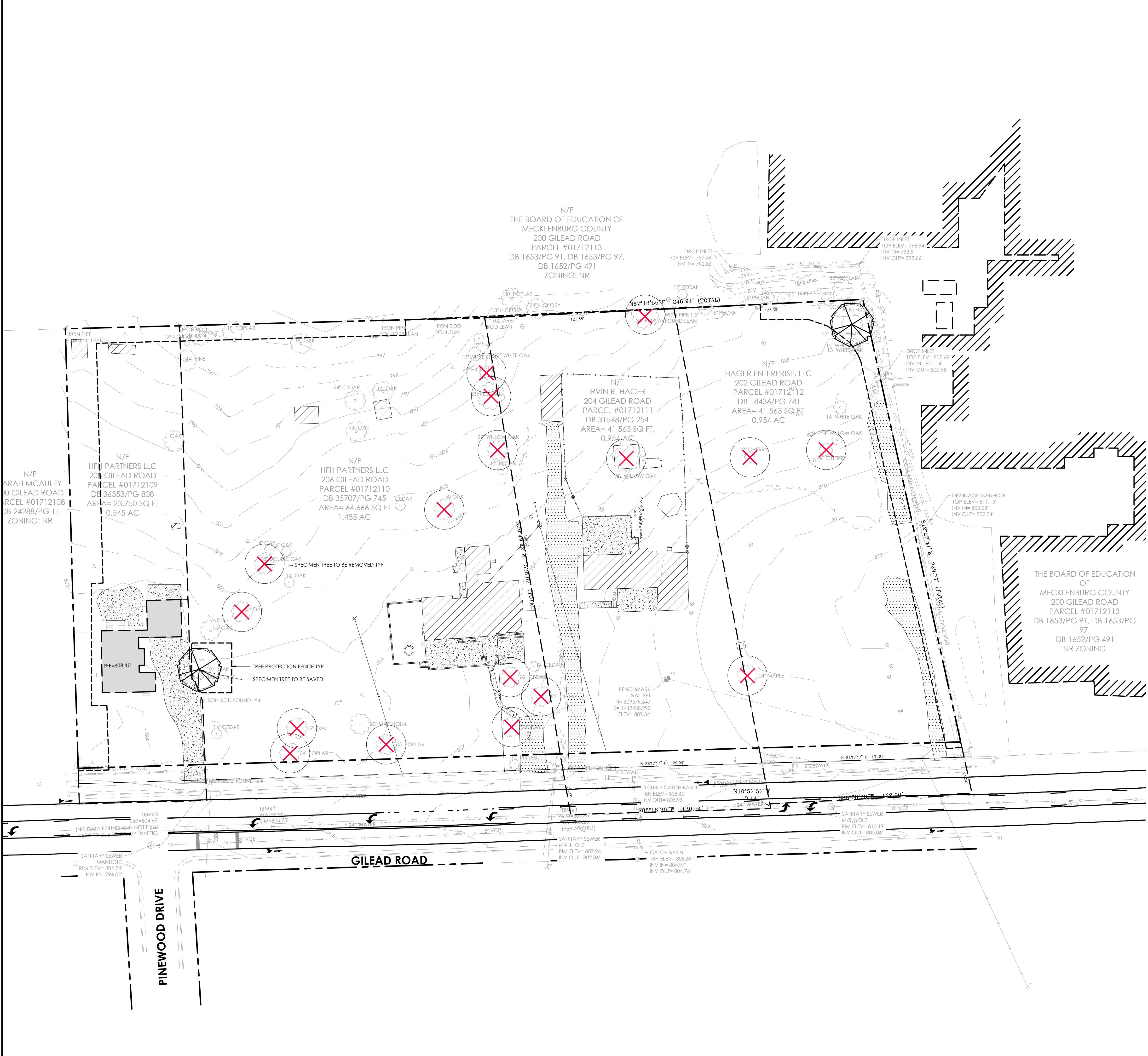
C02 - SURVEY.DWG

PROJECT NUMBER: 221015

DATE: 11/22/2021 DRAWN BY: JDC

C02 OF 09

SHEET



TREE SAVE CALCULATIONS

TOTAL EXISTING SPECIMEN TREES	19
TOTAL SPECIMEN TREES REMOVED	17
TOTAL SPECIMEN TREES SAVED	2 (11%)
REQUIRED SPECIMEN TREES TO BE SAVED	6 (30%)
TREES TO BE MITIGATED	4



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NC ENGINEERING BOARD LICENSE #: C-3981
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399



NORTH ARROW



GRAPHIC SCALE 1"=30' FT.



GILEAD ROAD MIXED USE

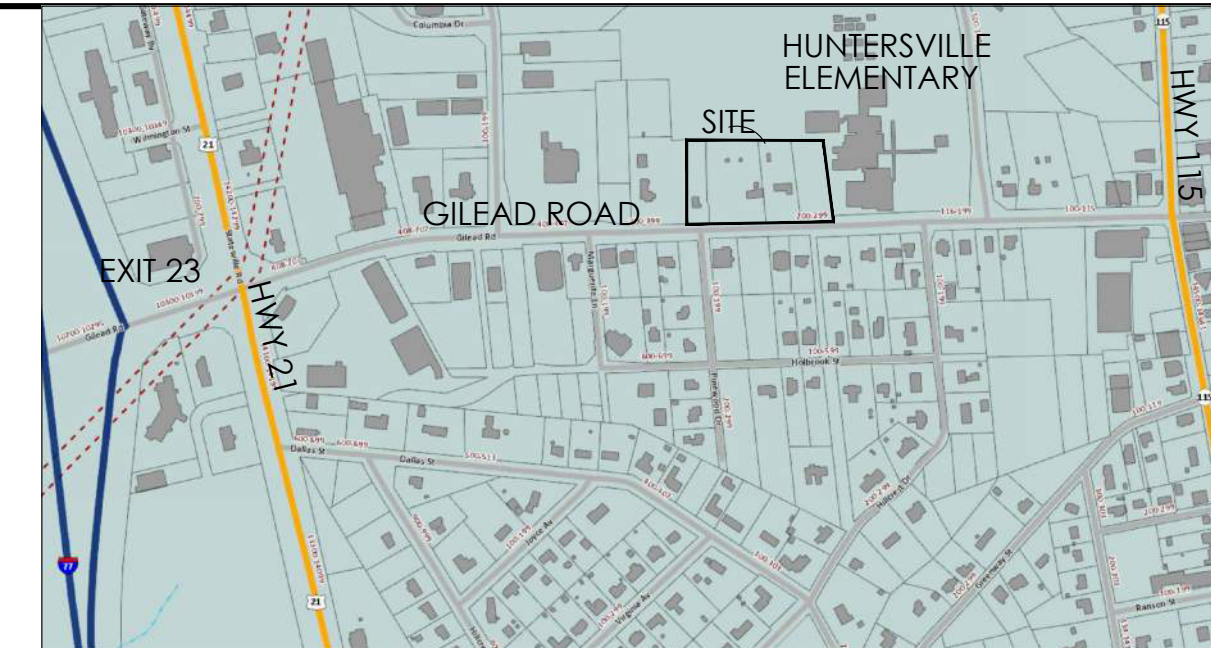
PARCEL ID#S 01712109, 01712110, 01712111, 01712112
202.204.206.208 GILEAD ROAD HUNTERSVILLE, NC

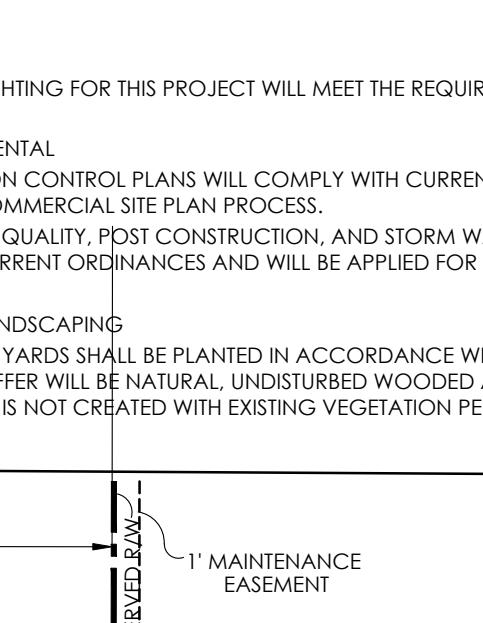
TREE SAVE PLAN

REVISIONS:
JANUARY 27, 2022 PER TOWN REVIEW

C02A - TREE SAVE PLAN.DWG
PROJECT NUMBER: 221015
DATE: 11/22/2021 DRAWN BY: JAH
C03 09
SHEET OF

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY HENSON FOLEY, INC IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



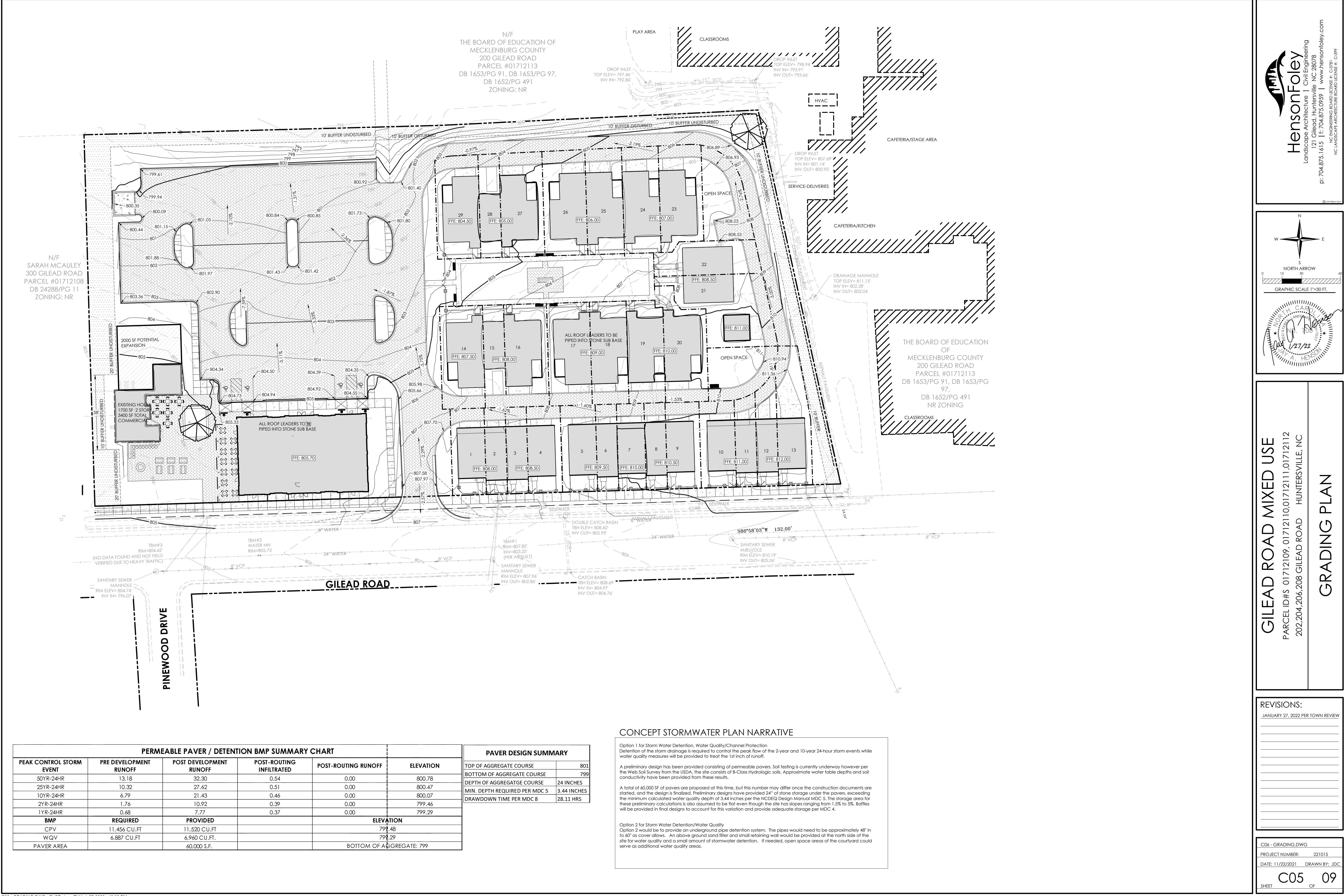
GENERAL NOTES SCHEMATIC NATURE OF REZONING PLAN - THE PROPOSED IMPROVEMENTS SHOWN ON THE REZONING PLAN ARE SCHEMATIC IN NATURE. MINOR MODIFICATIONS TO THE PLAN MAY OCCUR DURING DESIGN, ENGINEERING AND CONSTRUCTION PHASES OF THE DEVELOPMENT. THE REMOVAL OF TREES AND VEGETATION TO ACCOMPLISH THE IMPROVEMENTS IS GENERALLY CONTEMPLATED AS SHOWN ON THIS REZONING PLAN. - THIS IS A REZONING PLAN AND AS SUCH IS TO BE GRAPHICALLY REPRESENTATIVE OF WHAT IS PROPOSED. THE FINAL ENGINEERING PLAN WILL HAVE MINOR CHANGES, THE BUILDING LOCATION, SIZE, ORIENTATION, AND FEATURES MAY HAVE MINOR CHANGES BASED ON FINAL ENGINEER DESIGN, AS APPROVED BY STAFF USE AND COMPATIBILITY - THE SITE IS LOCATED ALONG THE NORTH SIDE OF GILEAD ROAD WITHIN CLOSE PROXIMITY TO THE TOWN CENTER AREA. THE ADJACENT LAND USES CONSIST OF AN ELEMENTARY SCHOOL, COMMERCIAL OFFICE AND RESIDENTIAL. BASED UPON PROXIMITY TO THE TOWN CENTER AND WITH ADJACENT LAND USES, THE PROJECT REQUEST WILL BE TO REZONE INTO THE TND (CD) DISTRICT THAT FITS INTO THE ADJACENT COMMUNITY AND ACTIVITY CENTER DEFINED IN THE 2040 PLAN. PERMITTED USES SINGLE FAMILY TOWNHOMES, RESIDENTIAL, AND COMMERCIAL USES. MODIFICATION REQUESTS SEE C 1 COVER SHEET FOR MODIFICATION REQUESTS. ACCESS - THE PRIMARY VEHICULAR ACCESS IS THE SINGLE ACCESS DRIVEWAY LOCATED ON GILEAD ROAD. SIGNAGE - ALL SIGNS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE CODE. TRASH - GARBAGE SERVICES WILL BE PROVIDED IN A DUMPSTER FACILITY ON SITE FOR COMMERCIAL AND ROLL OUT TRASH IN ALLEY FOR RESIDENTIAL UNITS. HVAC / UTILITY EQUIPMENT - HVAC UNITS FOR TOWNHOMES WILL BE ADJACENT TO THE GARAGES - HVAC FOR LARGE COMMERCIAL BUILDING WILL BE ON THE ROOFTOP - HVAC FOR EXISTING HOUSE WILL BE ON THE SIDE - HVAC UNITS WILL BE SCREENED PER THE ORDINANCE WATER/ SEWER / UTILITIES - WATER AND SEWER AVAILABLE WITHIN GILEAD ROAD. LIGHTING THE LIGHTING FOR THIS PROJECT WILL MEET THE REQUIREMENTS OF 8.26. ENVIRONMENTAL - EROSION CONTROL PLANS WILL COMPLY WITH CURRENT ORDINANCES AND BE APPLIED FOR DURING THE COMMERCIAL SITE PLAN PROCESS. - WATER QUALITY, POST CONSTRUCTION, AND STORM WATER MANAGEMENT WILL COMPLY WITH THE CURRENT ORDINANCES AND WILL BE APPLIED FOR DURING THE SITE PLAN PROCESS. BUFFERS/LANDSCAPING - BUFFER YARDS SHALL BE PLANTED IN ACCORDANCE WITH ARTICLE 7.5 OF THE ZONING ORDINANCE. THE BUFFER WILL BE NATURAL, UNDISTURBED WOODED AREAS, AND SUPPLEMENTED IF AN OPAQUE BUFFER IS NOT CREATED WITH EXISTING VEGETATION PER ARTICLE 9.5 OF THE ORDINANCES. 	PROJECT TIME TABLE SUBMIT REZONING - DEC 1, 2021 TOWN BOARD APPROVAL - SPRING 2022 SUBMIT COMMERCIAL SITE PLAN - JAN 2022 BEGIN CONSTRUCTION - SUMMER 2022 COMPLETE CONSTRUCTION - SPRING 2023
--	---

PROPOSED BUA		
	(SF)	(AC)
PAVEMENT/CURB	53,187	1,221
TOWNHOMES	27,766	0,637
COMMERCIAL	6,200	0,142
	5,311	0,122
	413	0,009
SIDEWALK	8,919	0,216
CONCRETE	2,870	0,066
DRIVEWAYS	507	0,012
	500	0,011
TOTAL	98,450	2,260

EXISTING BUA SUMMARY		
	(SF)	(AC)
TOTAL EXISTING	18,438	0,423
EXISTING TO BE REMOVED	16,721	0,384
EXISTING TO REMAIN	1,717	0,039

TOTAL BUA		
	(SF)	(AC)
PROPOSED	98,450	2,260
EXISTING TO REMAIN	1,717	0,039
TOTAL BUA	100,167	2,300

[illegible]



PERMEABLE PAVER / DETENTION BMP SUMMARY CHART					
PEAK CONTROL STORM EVENT	PRE DEVELOPMENT RUNOFF	POST DEVELOPMENT RUNOFF	POST-ROUTING INFILTRATED	POST-ROUTING RUNOFF	ELEVATION
50YR-24HR	13.18	32.30	0.54	0.00	800.78
25YR-24HR	10.32	27.62	0.51	0.00	800.47
10YR-24HR	6.79	21.43	0.46	0.00	800.07
2YR-24HR	1.76	10.92	0.39	0.00	799.46
1YR-24HR	0.68	7.77	0.37	0.00	799.29
BMP	REQUIRED	PROVIDED			ELEVATION
CPV	11,456 CU.FT	11,520 CU.FT			799.48
WQV	6,887 CU.FT	6,960 CU.FT			799.29
PAVER AREA		60,000 S.F.			BOTTOM OF AGGREGATE: 799

PAVER DESIGN SUMMARY	
TOP OF AGGREGATE COURSE	801
BOTTOM OF AGGREGATE COURSE	799
DEPTH OF AGGREGATGE COURSE	24 INCHES
MIN. DEPTH REQUIRED PER MDC 5	3.44 INCHES
DRAWDOWN TIME PER MDC 8	28.11 HRS

CONCEPT STORMWATER PLAN NARRATIVE

Option 1 for Storm Water Detention, Water Quality/Channel Protection
Detention of the storm drainage is required to control the peak flow of the 2-year and 10-year 24-hour storm events while water quality measures will be provided to treat the 1st inch of runoff.

A preliminary design has been provided consisting of permeable pavers. Soil testing is currently underway however per the Web Soil Survey from the USDA, the site consists of B-Class Hydrologic soils. Approximate water table depths and soil conductivity have been provided from these results.

A total of 40,000 SF of pavers are proposed at this time, but this number may differ once the construction documents are started, and the design is finalized. Preliminary designs have provided 24" of stone storage under the pavers, exceeding the minimum calculated water quality depth of 3.44 inches per the NCDEQ Design Manual MDC 5. The storage area for these preliminary calculations is also assumed to be flat even though the site has slopes ranging from 1.5% to 5%. Baffles will be provided in final designs to account for this variation and provide adequate storage per MDC 4.

Option 2 for Storm Water Detention/Water Quality
Option 2 would be to provide an underground pipe detention system. The pipes would need to be approximately 48" in to 60" as cover allows. An above ground sand filter and small retaining wall would be provided at the north side of the site for water quality and a small amount of stormwater detention. If needed, open space areas of the courtyard could serve as additional water quality areas.

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NC ENGINEERING BOARD LICENSE #: C-3981
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399

N
W E
S
NORTH ARROW
0 15 30 45
GRAPHIC SCALE 1"=30 FT.

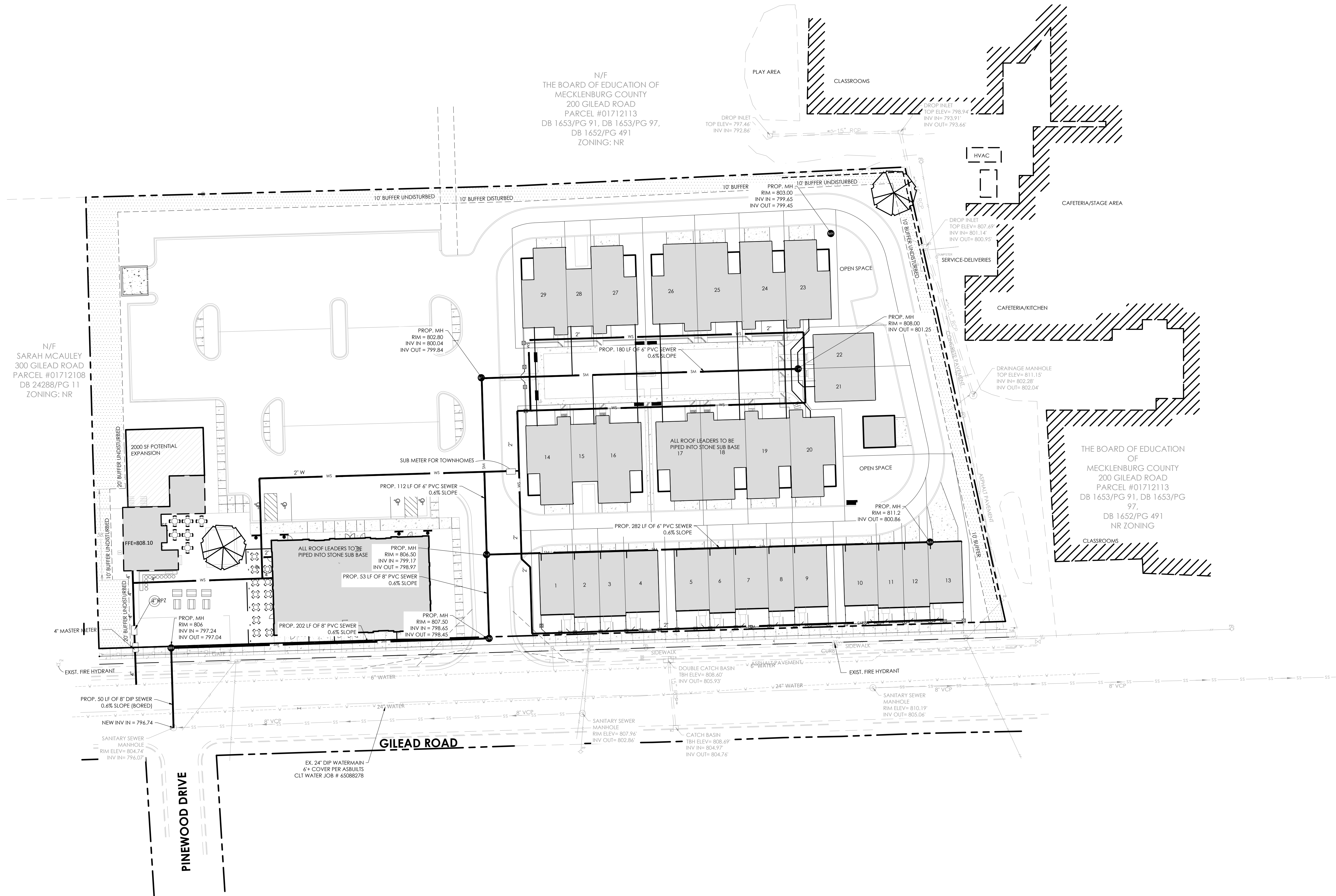
NOT TO SCALE
1/27/22
JAY HENSON

GILEAD ROAD MIXED USE
PARCEL ID#S 01712109, 01712110, 01712111, 01712112
202.204.206.208 GILEAD ROAD HUNTERSVILLE, NC

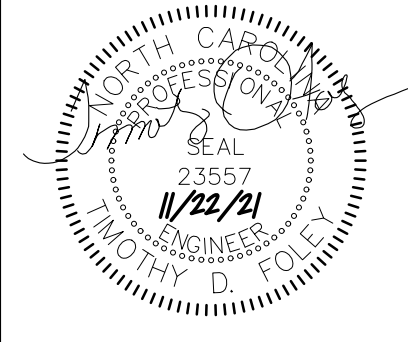
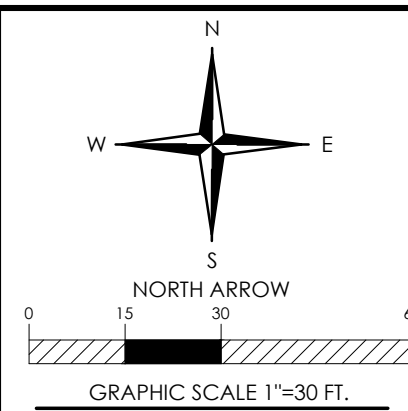
GRADING PLAN

REVISIONS:

C06 - GRADING.DWG
PROJECT NUMBER: 221015
DATE: 11/22/2021 DRAWN BY: JDC
C05 **09**
SHEET OF



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GILEAD ROAD MIXED USE
PARCEL ID#S 01712109, 01712110, 01712111, 01712112
202.204.206.208 GILEAD ROAD HUNTERSVILLE, NC

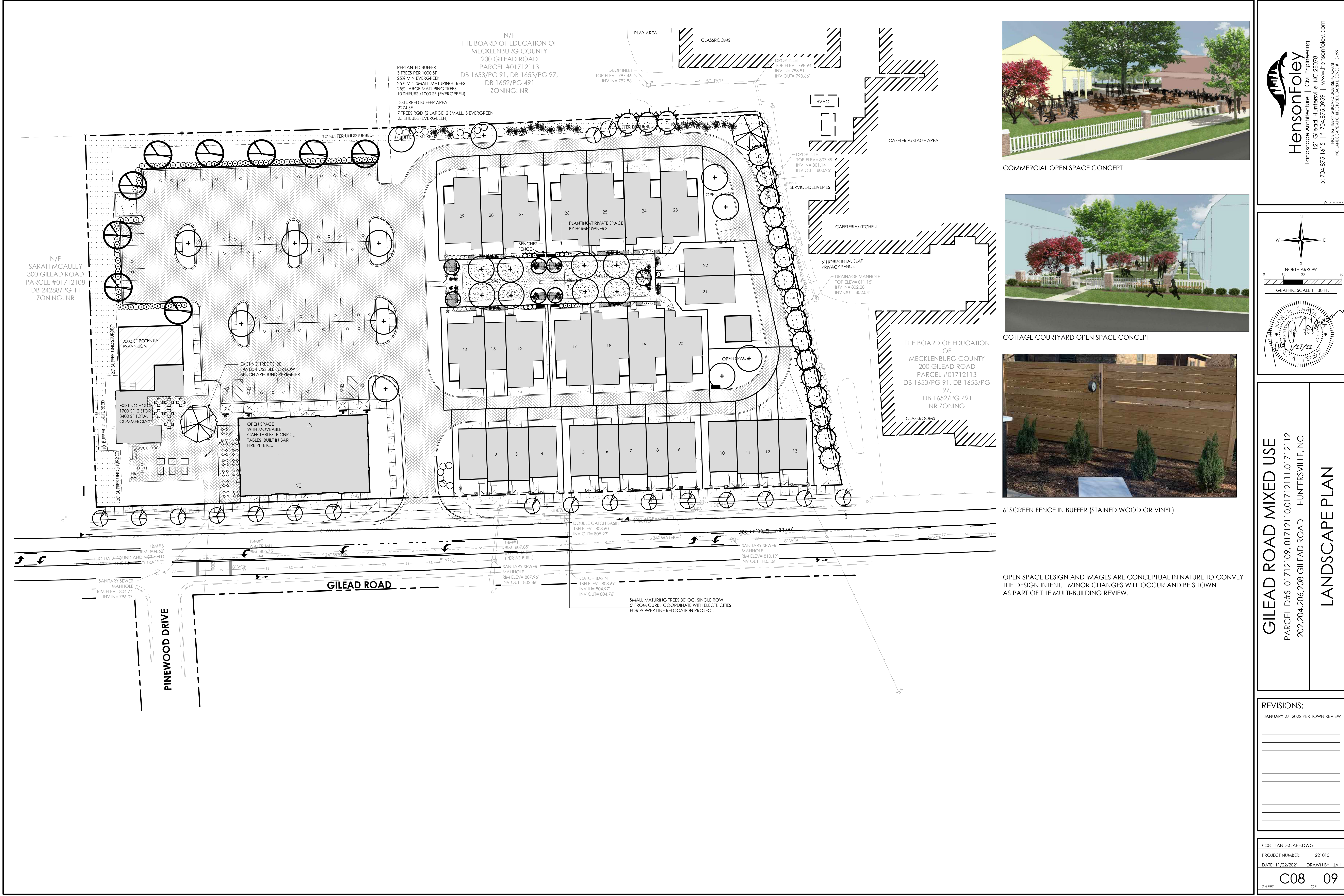
UTILITY PLAN

REVISIONS:

JANUARY 27, 2022 PER TOWN REVIEW

C07 - UTILITY.DWG
PROJECT NUMBER: 221015
DATE: 11/22/2021 DRAWN BY: JAH

C06 **09**
SHEET OF



COMMERCIAL OPEN SPACE CONCEPT



COTTAGE COURTYARD OPEN SPACE CONCEPT

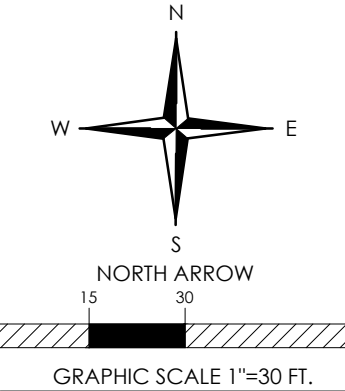


6' SCREEN FENCE IN BUFFER (STAINED WOOD OR VINYL)

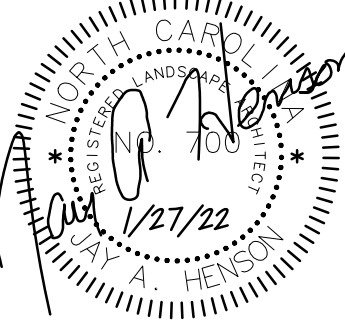
OPEN SPACE DESIGN AND IMAGES ARE CONCEPTUAL IN NATURE TO CONVEY THE DESIGN INTENT. MINOR CHANGES WILL OCCUR AND BE SHOWN AS PART OF THE MULTI-BUILDING REVIEW.



HensonFoley
Landscape Architecture | Civil Engineering
121 Gilead, Huntersville, NC 28078
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-3981
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399



0 15 30 45 60
GRAPHIC SCALE 1"=30 FT.

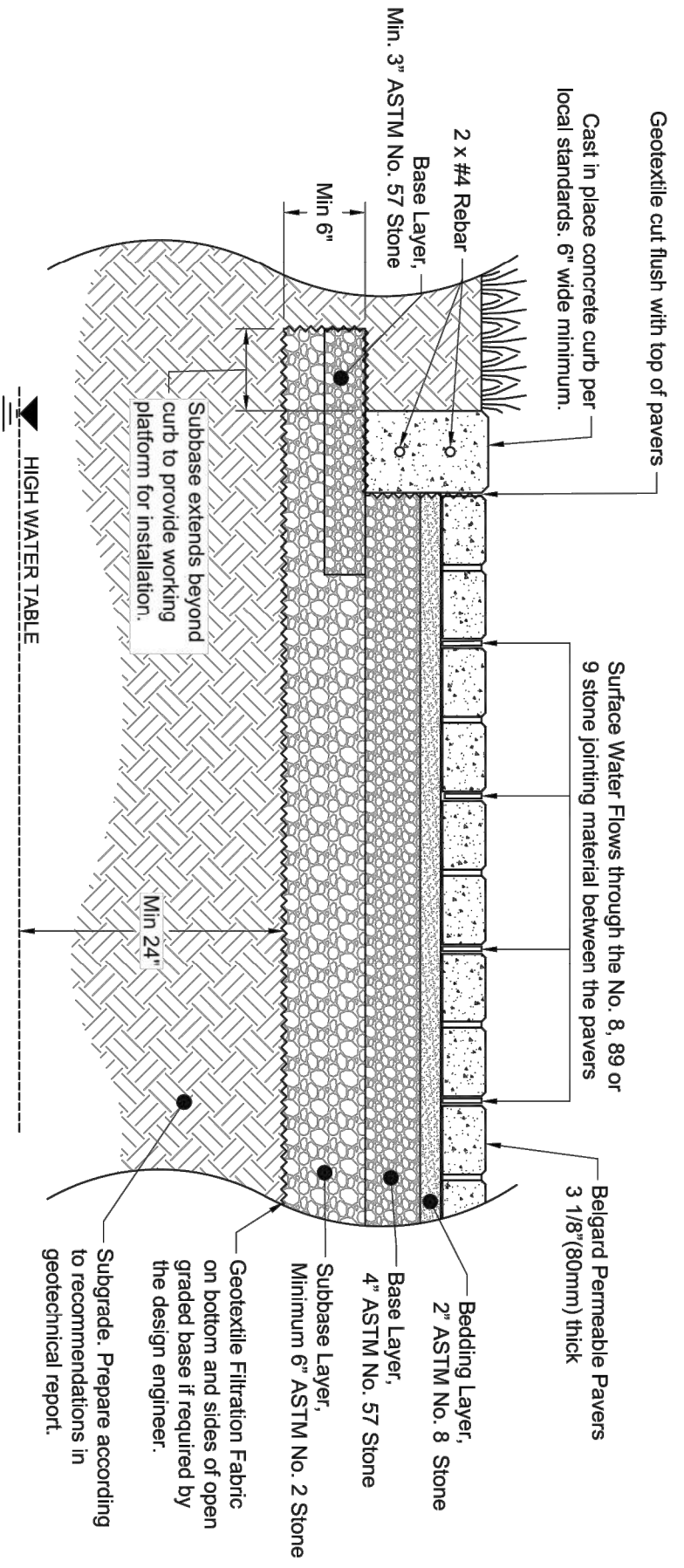


GILEAD ROAD MIXED USE
PARCEL ID#S 01712109, 01712110, 01712111, 01712112
202.204.206.208 GILEAD ROAD HUNTERSVILLE, NC

LANDSCAPE PLAN

REVISIONS:	
JANUARY 27, 2022 PER TOWN REVIEW	

C08 - LANDSCAPE.DWG	
PROJECT NUMBER:	221015
DATE: 11/22/2021	DRAWN BY: JAH
SHEET	C08 OF 09



- Design Notes:**
1. Depth of subbase subject to site specific hydraulic and structural requirements. Contact Belgard Commercial for design assistance.
 2. Paver dimensions subject to aspect and plan ratio requirements based on traffic loading.
 3. Geotechnical engineer needs to balance structural stability and soil infiltration when recommending subgrade conditions.
 4. Where the filtration geotextile is used, verify with the manufacturer that the material is not subject to clogging and meets requirements of AASHTO M-288.
 5. ASTM No. 2 stone may be substituted with No. 3 or No. 4 stone.
 6. Strictly pedestrian applications may substitute base/subbase layers with one 6\"/>

belgardcommercial.com

877-235-4273

details@belgard.com

This drawing is for illustrative purposes only and should not be used for construction without the signature of a registered professional engineer.

Belgard Permeable Paving Detail

PICP Pavement

Scale: N.T.S.

Sheet: MAH

Date: 5/7/18

Project: PCP-3

Design Notes:

1. Depth of subbase subject to site specific hydraulic and structural requirements. Contact Belgard Commercial for design assistance.
2. Paver dimensions subject to aspect and plan ratio requirements based on traffic loading.
3. Geotechnical engineer needs to balance structural stability and soil infiltration when recommending subgrade conditions.
4. Where the filtration geotextile is used, verify with the manufacturer that the material is not subject to clogging and meets requirements of AASHTO M-288.
5. ASTM No. 2 stone may be substituted with No. 3 or No. 4 stone.
6. Drain pipes may be required within the aggregate base depending on the permeability of the subgrade soils. Verify drainage needs with the geotechnical engineer. Effluent drain pipes are able to daylight via gravity flow to surface, or connect to catch basin.
7. Observation Port shall be located at lowest subgrade elevation to monitor water level and infiltration rate.
8. Observation Port shall be located in a low traffic area outside of wheel paths.
9. Strictly pedestrian applications may substitute base/subbase layers with one 6\"/>
10. Strictly pedestrian applications may substitute base/subbase layers with one 6\"/>

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877-235-4273

details@belgard.com

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Belgard Permeable Paving Detail

PICP Pavement w/ Observation Port Inside

Scale: N.T.S.

Sheet: MAH

Date: 5/7/18

Project: PCP-3

Design Notes:

1. Depth of subbase subject to site specific hydraulic and structural requirements. Contact Belgard Commercial for design assistance.
2. Paver dimensions subject to aspect and plan ratio requirements based on traffic loading.
3. Geotechnical engineer needs to balance structural stability and soil infiltration when recommending subgrade conditions.
4. Where the filtration geotextile is used, verify with the manufacturer that the material is not subject to clogging and meets requirements of AASHTO M-288.
5. ASTM No. 2 stone may be substituted with No. 3 or No. 4 stone.
6. Design Engineer determine type, size, and elevation of outlet control devices.
7. Perforated pipe can also be lowered into trench to provide additional aggregate cover overtop.
8. Strictly pedestrian applications may substitute base/subbase layers with one 6\"/>

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Belgard Permeable Paving Detail

PICP Pavement to Outlet Structure

Scale: N.T.S.

Sheet: MAH

Date: 5/7/18

Project: PCP-3

Design Notes:

1. Depth of subbase subject to site specific hydraulic and structural requirements. Contact Belgard Commercial for design assistance.
2. Paver dimensions subject to aspect and plan ratio requirements based on traffic loading.
3. Geotechnical engineer needs to balance structural stability and soil infiltration when recommending subgrade conditions.
4. Where the filtration geotextile is used, verify with the manufacturer that the material is not subject to clogging and meets requirements of AASHTO M-288.
5. ASTM No. 2 stone may be substituted with No. 3 or No. 4 stone.
6. Strictly pedestrian applications may substitute base/subbase layers with one 6\"/>

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details@belgard.com

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Belgard Permeable Paving Detail

PICP Pavement to Roof Drain

Scale: N.T.S.

Sheet: MAH

Date: 5/7/18

Project: PCP-3

Design Notes:

1. Depth of subbase subject to site specific hydraulic and structural requirements. Contact Belgard Commercial for design assistance.
2. Paver dimensions subject to aspect and plan ratio requirements based on traffic loading.
3. Geotechnical engineer needs to balance structural stability and soil infiltration when recommending subgrade conditions.
4. Geotechnical engineer shall confirm type and thickness of geomembrane liner used is suitable for the application and aggregate types used.
5. ASTM No. 2 stone may be substituted with No. 3 or No. 4 stone.

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877-235-4273

details@belgard.com

This drawing is for illustrative purposes only and should not be used for construction without the signature of a registered professional engineer.

Belgard Permeable Paving Detail

PICP Pavement w/ Flow Dams

Scale: N.T.S.

Sheet: PCC

Date: 9/16/2021

Project: PCP-3

NOTES:

1. WHERE A TYPE II DRIVEWAY IS APPLICABLE, THE TOWN OF HUNTERVILLE, INDIANA, DEPARTMENT OF TRANSPORTATION (INDOT) THAT CONNECTS TO AN EXISTING SIGNALIZED INTERSECTION SHALL BE PROVIDED BY INDOT BASED ON A TRAFFIC VOLUME/ SIGNAL WARRANT STUDY. INDOT SHALL PROVIDE A DESIGN FOR THE DRIVEWAY ENTRANCE. THE DRIVEWAY ENTRANCE SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF INDOT. THE DRIVEWAY ENTRANCE SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF INDOT. THE DRIVEWAY ENTRANCE SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF INDOT.
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5. TWO (2) ACCESSIBLE RAMPS PER CURB RETURN REQUIRED AT SIGNALIZED INTERSECTIONS.
6. *RAMP (A) FOOT CURE AND WINDS SHALL NOT BE REQUIRED TO DIRECT WATER ACROSS DRIVE IF THE DRIVEWAY ENTRANCE SLOPE IS GREATER THAN 2%.

GILEAD ROAD MIXED USE

PARCEL ID#S 01712109, 01712110, 01712111, 01712112

202, 204, 206, 208 GILEAD ROAD HUNTERVILLE, NC

DETAILS

Landscape Architecture | Civil Engineering

121 Gilead, Huntersville, NC 28078

p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com

REVISIONS:

JANUARY 27, 2022 PER TOWN REVIEW

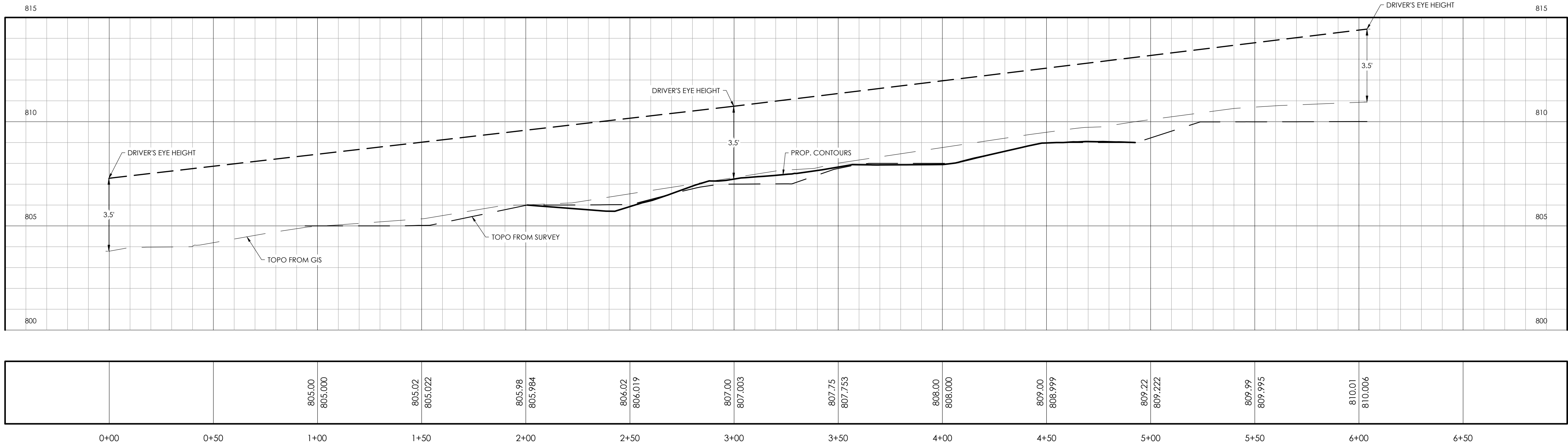
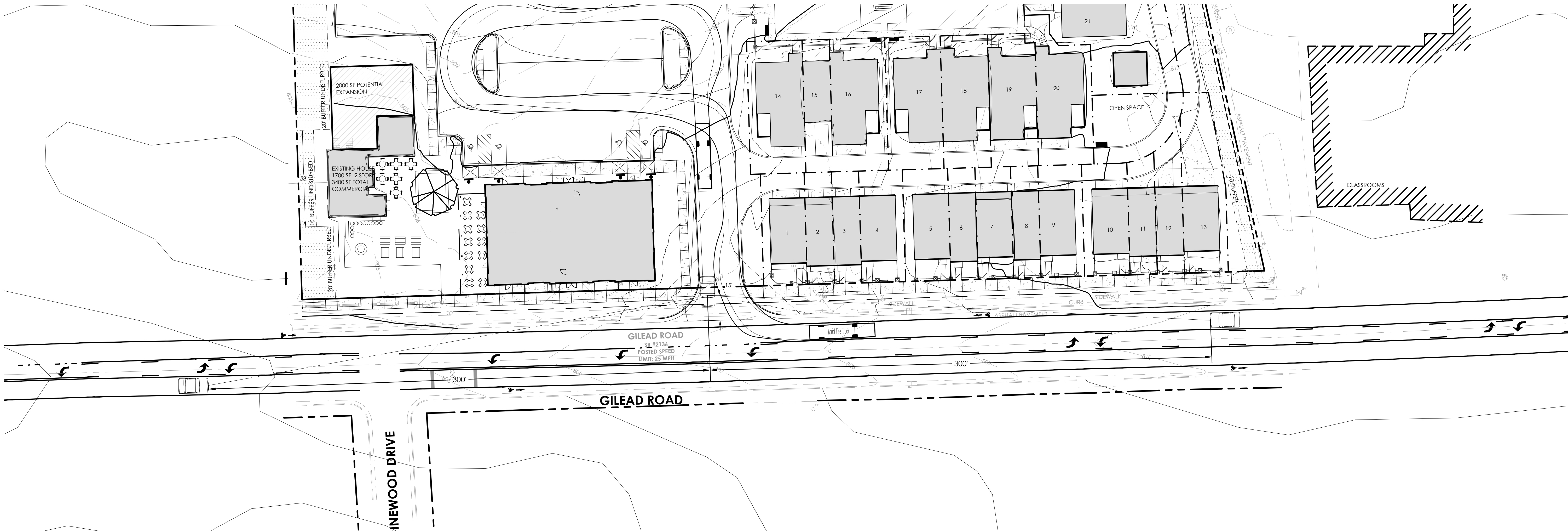
C07 - DETAILS.DWG

PROJECT NUMBER: 221015

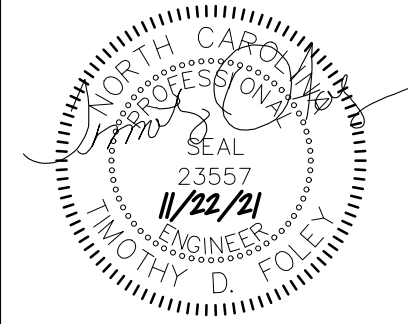
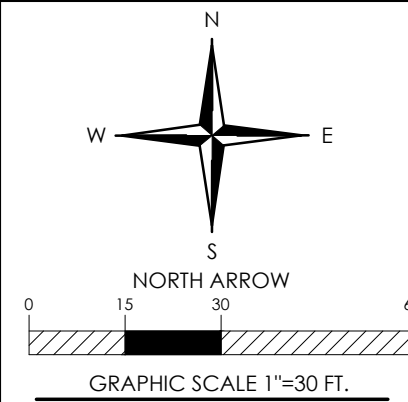
DATE: 11/22/2021 DRAWN BY: JAH

SHEET C07 OF 09

C07 - DETAILS.DWG - PLOT - JAH - THU 11/22/2022 12:06 PM



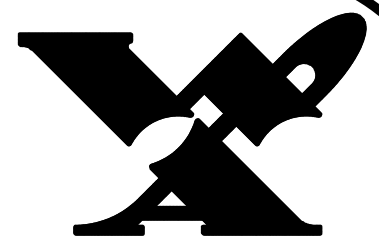
SIGHT DISTANCE PROFILE
H: 1" = 30'
V: 1" = 3'



GILEAD ROAD MIXED USE
PARCEL ID#S 01712109, 01712110, 01712111, 01712112
202.204.206.208 GILEAD ROAD HUNTERSVILLE, NC
SIGHT DISTANCE PROFILE

REVISIONS:

DATE: 11/22/2021	DRAWN BY: JDC



Wilber Associates
Architecture / Planning
P.O. Box 428 - 20044 N. Zion St.
Carrabius, N.C. 28031
704-892-3633

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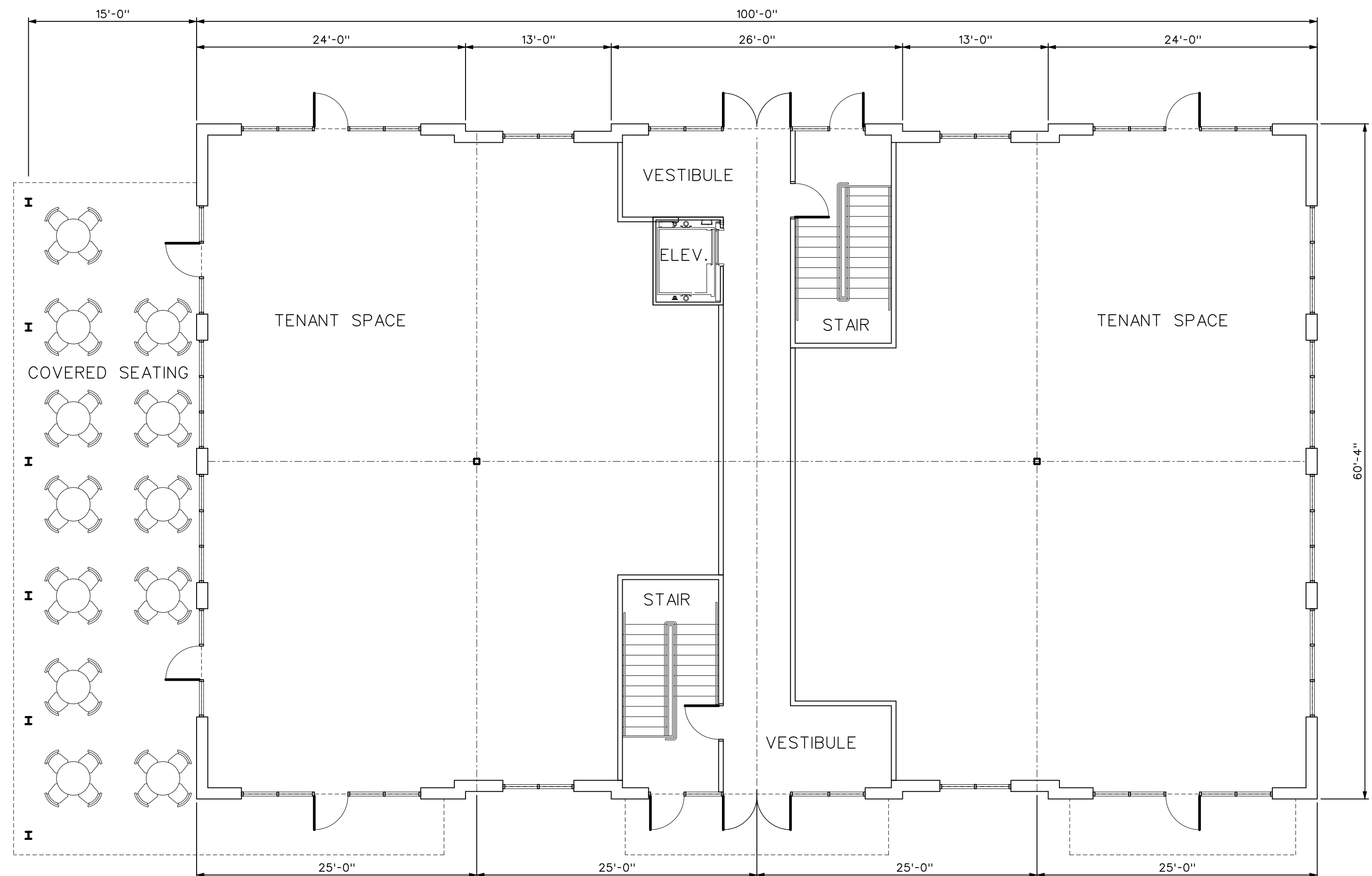
SEAL

TITLE

PROPOSED NEW BUILDING FOR
GILEAD RD. MIXED USE
GILEAD RD., HUNTERVILLE NC

COMM. NO. 21-49
DATE 1/25/22
REVISIONS

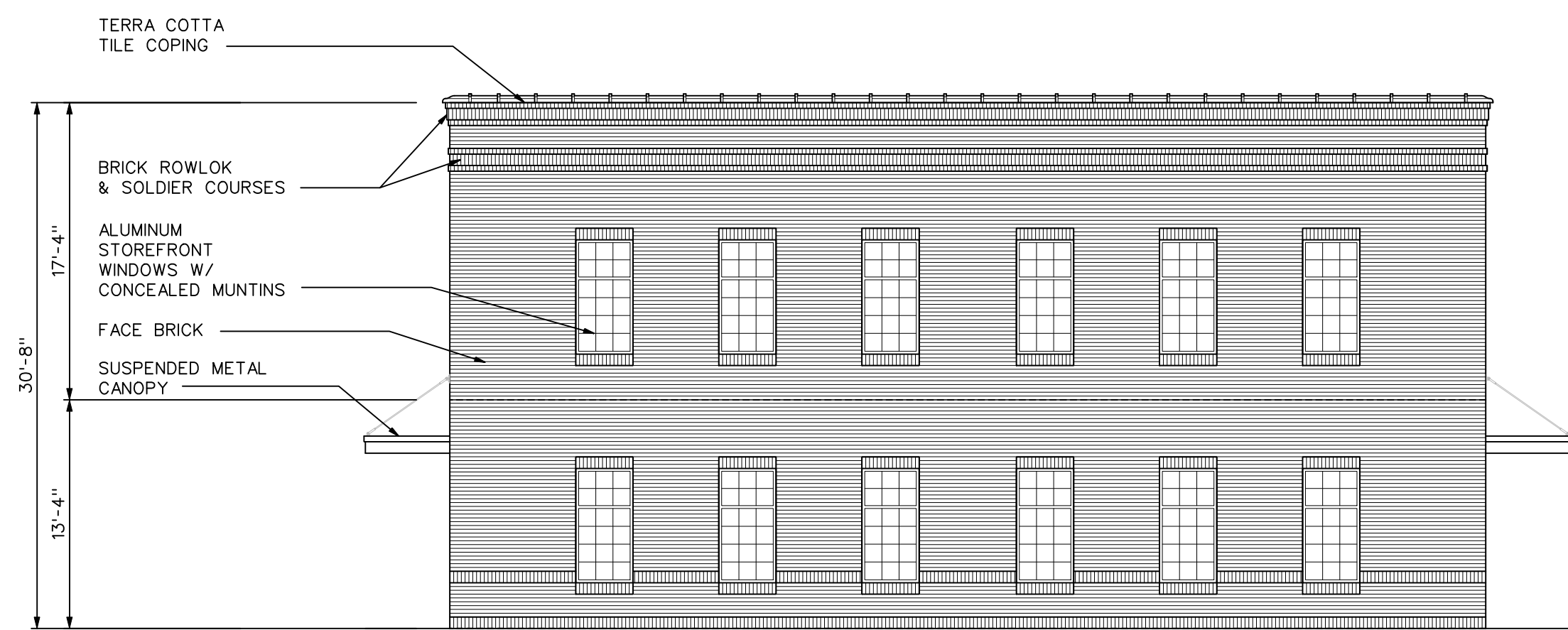
SHEET
SKA-1
OF
1



FIRST FLOOR PLAN
1/8"=1'-0"



FRONT ELEVATION (REAR SIMILAR)
1/8"=1'-0"



SIDE / PATIO ELEVATION
1/8"=1'-0"



SIDE / PATIO ELEVATION
1/8"=1'-0"



BLDG. 1



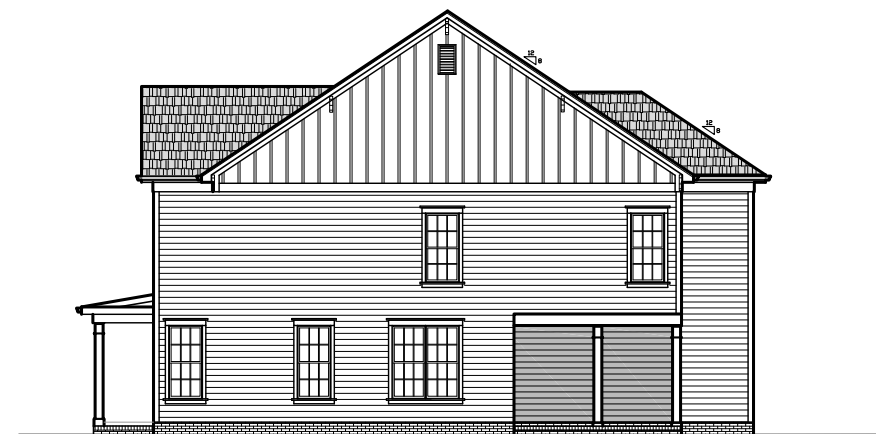
BLDG. 2



BLDG. 3



MODEL
GILEAD
VERSION JAN. 13, 2022
DRAWN BY AJL
SHEET NO. 2.0
THESE PLANS ARE THE SOLE PROPERTY OF MEETING STREET COMPANIES AND ARE PROTECTED UNDER THE FEDERAL COPYRIGHT LAWS.



1930 Abbott Street
Suite 400
Charlotte, North Carolina
28203
Office 704-714-3080
Fax 704-714-3071

MODEL

GILEAD

VERSION
JAN. 20, 2022

DRAWN BY
AJL

COTTAGE
GREEN

SHEET NO.

2.0

THESE PLANS ARE THE SOLE
PROPERTY OF MEETING STREET
COMPANIES AND ARE PROTECTED
UNDER THE FEDERAL COPYRIGHT
LAWS.

DEC 14, 2021

SIGN IN

GILEAD PD
MIXED USE

NAME

Charles Guignard

Gatewood Campbell

Amber Kadas

Brian Richards

Dan Boore

Frank Gannon

Janelle Morris

Ray C. Casey

Taylor Hutto

Lee Hallman

Amy Hallman

Melinda Bates

Jaison Lewis

Brian Hines

Tim Foley

JAY HENSON

The Community Meeting was held at our office on Tuesday December 14, 2021 to discuss the above reference project. A brief presentation of site location, site plan, images of design ideas, 2040 plan, and adjacent land uses were presented. Below is an overview of the questions/comments:

1. How will this project impact the greenway that is immediately adjacent to Sherwood Forest? **This project shows a spur trail to the new greenway and will require a future r/w from the County and CMS. The Sherwood Forest neighborhood is approximately 900' away from this site.**
2. Will the units be for sale or rent? **The units are SF homes, for sale.**
3. How will you address traffic? **A TIA was submitted for scoping and are awaiting on the scoping plan to be approved.**
4. What are the buffers? 20' to the west and north. **10' to the east and a portion of the north as illustrated.**
5. What is the density? **There are 29 townhomes-the project acreage is 3.9 -roughly 7.4 DUA**
6. Why TND? To allow for 100% attached single family townhomes. **The rezoning to TND was not to increase density as it is possible to add more units (apartments) and commercial space if a by right plan were proposed. Both commercial and single family uses are allowed in the existing zoning and proposed zoning.**
7. How will stormwater be handled and where will it discharge? **The current plan is to use pervious pavers with a stone sub base. This will eliminate a pond and will allow groundwater recharge/infiltration into the soil. Preliminary infiltration tests were conducted and are favorable, however additional tests will be performed to insure the infiltration rates are acceptable. The low point is to the north adjacent to the CMS property-at the existing drainage swale.**
8. What are the uses for commercial? **The uses are unknown however the intent is to utilize the existing house as a taproom/restaurant/coffee shop. The new commercial building could be the same on the first floor with some retail. 2nd floor would most likely be office.**

9. How will trash be handled? **Dumpster location will be provide for the commercial site and roll out service will be provided on townhome site.**
10. How will mail be delivered to townhomes? **A central kiosk will be provided.**
11. Is the tree within the open space being saved? **The tree shown in the open space is being saved and integrated into the plan.**
12. Is there a project name? **There is not. We are open to ideas and suggestions. There are several connections with the Blythe family but no name as of yet.**



HensonFoley Design, Inc.

Date: December 14, 2021

Town of Huntersville: Gilead Road Mix Use

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: 29 single family attached units under TND (CD) zoning.

CMS Planning Area: North

Average Student Yield per Unit: 0.1812

This development may add 5 students to the schools in this area.

The following data is as of 20th Day of the 2020-21 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
HUNTERSVILLE ELEMENTARY	47.00	37	734	578	127%	3	127%
BAILEY MIDDLE	76.65	57	1454	1081	134%	1	134%
HOUGH HIGH	118.5	100	2485	2097	119%	1	119%

The total estimated capital cost of providing the additional school capacity for this new development is \$183,000; calculated as follows:

Elementary School: **3**x \$34,000 = \$102,000

Middle School: **1**x \$37,000 = \$37,000

High School: **1**x \$44,000 = \$44,000

RECOMMENDATION

Adequacy of existing school capacity is a significant problem. We are particularly concerned about a case where school utilization exceeds 100% since the proposed development may exacerbate the situation. Approval of this petition may increase overcrowding and/or reliance upon mobile classrooms at the schools listed above.



November 1st, 2021

Mrs. Tess Fallova
HensonFoley
121 Gilead Road
Huntersville, NC 28078

**SUBJECT: WILLINGNESS TO SERVE
GILEAD ROAD MIXED USE
202 – 208 GILEAD ROAD, HUNTERSVILLE, NC 28078**

After an analysis by Charlotte Water's Capacity Assurance Program (CAP) of the sanitary sewer system associated with the proposed **GILEAD ROAD MIXED USE** development, it was determined that there is currently sufficient capacity to accommodate the proposed sewer flow (**12,320 gallons per day**), at the connection point(s) indicated on the submitted exhibit plan for transmission to the **McDowell Creek Waste Water Treatment Plant**; (NPDES permit number **NC0036277**),

Please note that the availability of flow is subject to change and that this **Willingness to Serve (WTS) review does not guarantee future capacity or reserve capacity in the public sewer system. A full CAP application with fully engineered site utility plan must be submitted and approved to reserve sewer capacity for this project.** Please contact new Services at 704-432-2854 for official submittal guidelines to the Capacity Assurance Program.

CLTWater agrees to furnish water to the subject project. The water quality to the subject project is regulated by the State Drinking Water Act Amendments of 1986 and, The Water Supply Management Plan, PWS ID # **0160010**, on file with the Public Water Supply Section of NC DEQ. However, CLTWater cannot guarantee a constant pressure or quality of flow.

The applicant should understand that due to the involvement of other agencies and continuing growth of the water and sewer system, the ability to provide service for future projects cannot be guaranteed nor reserved. Connection to the CLTWater and sewer system is accepted on a first come, first served basis.

The applicant should understand that this letter is not an authorization to construct or extend private water or sewer systems, as the appropriate local or State permits are required prior to construction. The analysis performed determines available capacity within the existing public gravity sewer system. The development is responsible for any additional private or public sewer infrastructure required to convey flow from the proposed development to the existing public sewer. If you have any questions, please do not hesitate to contact me at (704) 432-5801.

Sincerely,

Guillermo Anzola

Guillermo Anzola / Engineering Assistant
CHARLOTTE WATER / charlottewater.org

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: David Peete, Principal Planner

Date: April 18, 2022

Subject: QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Hill Street Subdivision-Phase 3 to subdivide 0.401-acres into 6 townhome lots.

EXPLAIN REQUEST:

QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Hill Street Subdivision-Phase 3, a request by Hill Street Bowman, LLC to subdivide 0.401-acres located at the intersection of Hill Street & Huntersville-Concord Road at 13895 Hill Street, Parcel # 01905211, into 6 townhome lots.

ACTION RECOMMENDED:

QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Hill Street Subdivision-Phase 3, a request by Hill Street Bowman, LLC to subdivide 0.401-acres located at the intersection of Hill Street & Huntersville-Concord Road at 13895 Hill Street, Parcel # 01905211, into 6 townhome lots.

FINANCIAL IMPLICATIONS:

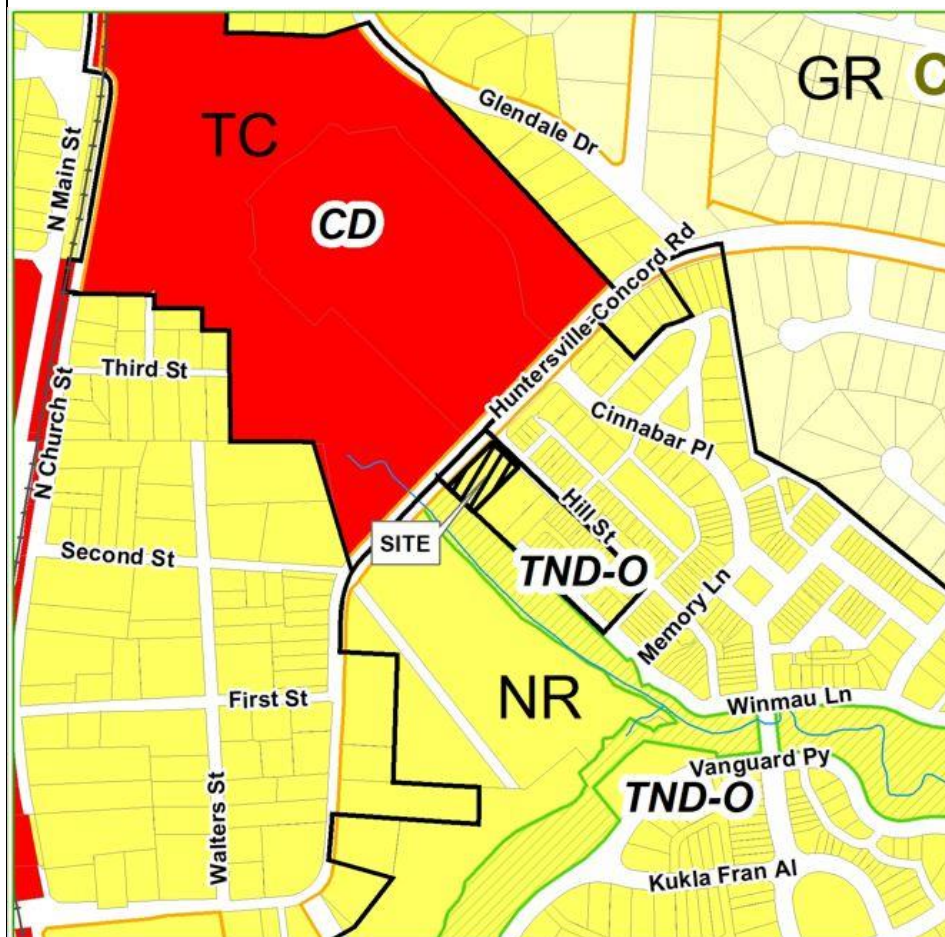
n/a

ATTACHMENTS:

1. Hill Street Phase 3 Staff Report - Town Board (4-18-22)
2. Attachment A-Subdivision Sketch Plan Application
3. Attachment B-Hill Street Subdivision Phase 3 Subdivision Sketch Plan
4. Attachment C-Neighborhood Meeting Report
5. Attachment D-CMS Report

Hill Street Subdivision Phase 3 Sketch Plan

PART 1: PROJECT SUMMARY



Applicant: Hill Street Bowman, LLC.

Property Owner: Hill Street Bowman, LLC.

Property Address: 13895 Hill Street.

Project Size: (+/-) 0.401 acres.

Parcel Number(s): 01905211.

Current Zoning: Neighborhood Residential (NR), Traditional Neighborhood Development (TND-O) overlay district.

Current Land Use: Vacant /wooded.

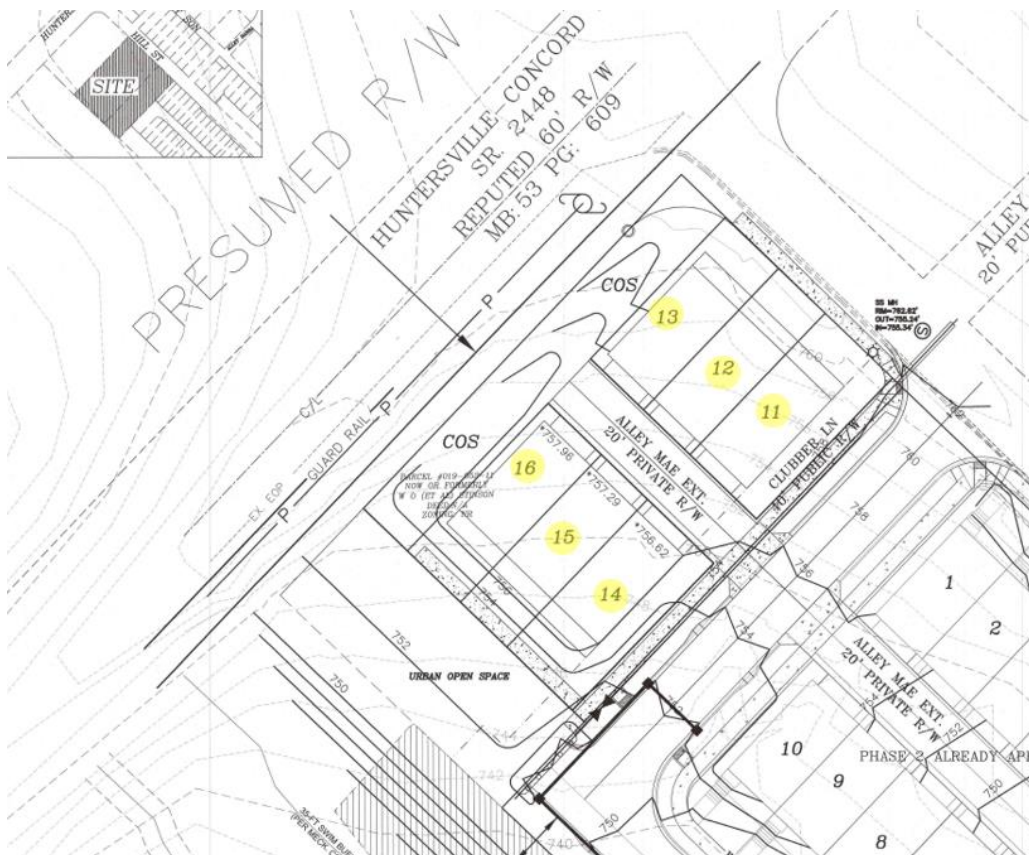
Proposed Land Use:

6 townhomes. This project will close out the Hill Street development which is a part of the larger Vermillion development. The overall density of Vermillion is 2.63 DUA (Dwelling Units per Acre).

PART 2: SITE PLAN DESCRIPTION AND ISSUES

1. Purpose: To subdivide 0.401-acres of land located south of the intersection of Hill Street & Huntersville-Concord Road (shown as "site" above) into 6 townhome lots.
2. Adjoining Zoning and Land Uses:
 - North: Town Center- Conditional District- (TC-CD) – Vermillion Village, which will include apartments, townhomes, commercial, and medical offices.
 - South: Neighborhood Residential (NR) & Traditional Neighborhood Development Overlay district (TND-O) – Townhomes.
 - East: Neighborhood Residential (NR) & Traditional Neighborhood Development Overlay district (TND-O) –Townhomes.
 - West: Neighborhood Residential (NR) & Traditional Neighborhood Development Overlay district (TND-O) – South Prong of Clark Creek/Buffer Area.
3. A neighborhood meeting was held on February 2, 2022. The complete meeting summary is provided in Attachment C.
4. The proposed subdivision has 6 townhome lots, with two lot types being proposed: 4 lots with 24' wide lots & 2 lots with 21' wide lots. The average lot square footage for the development is 1,623 sq. ft.

5. There are 2 specimen trees located on the site, and neither will be retained. As the overall Hill Street development was approved prior to the Town's tree save requirements being adopted, no tree save is required for this project. There are no known heritage trees on the site. Approximately 100% of the lot is covered by tree canopy and the developer is not proposing to save any of this area (0% required in NR-TND).
6. The project is vested per Town staff, and as such a water quality concept plan is not required to be reviewed.
7. A willingness to serve letter has not been provided at this time by the applicant due to Charlotte Water's capacity issues. Please note, no building permits will be issued without the availability of water and sewer.
8. Required Urban Open Space is provided by a future greenway (lots 14-16 front the greenway) via one urban open space which was not identified on the plan, but which resembles a green. The developer has discussed updating the plan so that the green is replaced with a greenway. In conversations held with the developer, the greenway would connect the internal trails found in the Vermillion development to the County's planned greenway which is projected to run parallel to Huntersville-Concord Road & to Clarke Creek to the west- though updated designs have not been shared with staff. Either urban open space type would provide frontage for lots 14-16.



PART 3: TRANSPORTATION ISSUES/TRAFFIC IMPACT ANALYSIS (TIA)

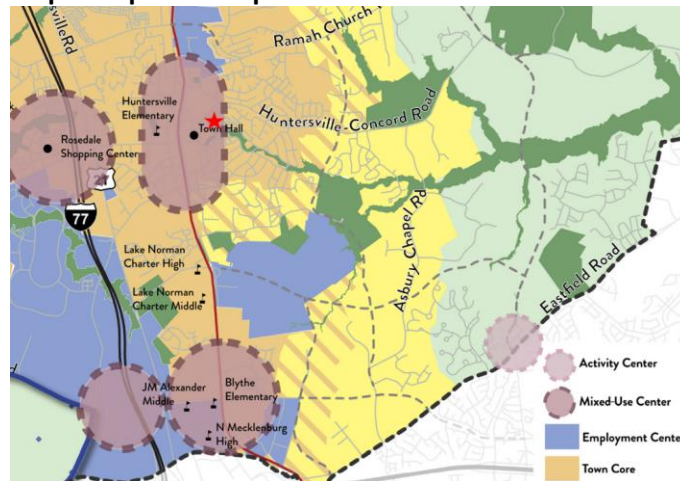
Traffic Impact Analysis (TIA)

A TIA was not required for the development as Vermillion was approved prior to the adoption of the TIA ordinance.

PART 4: PLANNING STAFF ANALYSIS

Section 6.200 of the Subdivision Ordinance outlines the “general requirements and policies to be used in the design, review, and approval” of subdivisions in the Town of Huntersville. The following staff findings are provided for the Board’s consideration of the Hill Street Subdivision Phase 3 Sketch Plan.

1. Consistency with adopted public plans and policies.



Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is located in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.

The following sections of the 2040 Huntersville Community Plan support this subdivision:

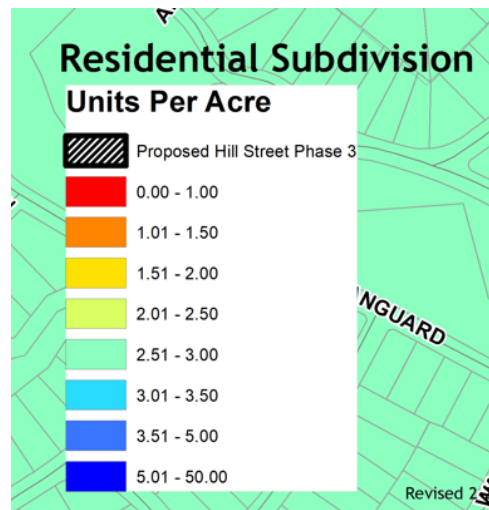
- The proposed Hill Street Subdivision Phase 3 plan lies completely within the “Mixed Use Center” Future Land Use Character Area of the 2040 Community Plan. The overall density of the entire Hill Street development, which includes three phases, is 18.78 DUA which appropriate in the Mixed-Use Center. The overall density of Vermillion, which includes the Hill Street development, is 2.63 DUA (also see page 4).
- **DT-2: Step down in intensity and density near established residential neighborhoods. Housing types that provide good transitions include townhomes, duplexes, triplexes, and other small-scale products.** Comment: The Hill Street Phase 3 subdivision plan is made up of six townhome lots and is adjacent to 4 additional townhomes to the east transitioning to single-family homes fronting on Cinnabar Place.
- **DT 6.1: Establish street and sidewalk requirements for new development in line with urban street design principles.** Comment: All sidewalk requirements will be met, and a ten-foot side path will also be added along Huntersville-Concord Road.
- **DT 9.1: Connect Torrence Creek Greenway to Holbrook Park and into and through Downtown.** Comment: The proposed sketch plan will accommodate the County’s planned greenway to connect to Downtown from the East. Conversations have been ongoing with the developer and a formal working agreement between the County & developer is tentatively scheduled to be in place when the preliminary plan is approved.
- **EOS 8.3: Continue to require locational standards for open space in new developments. Urban Open Space should be located within walking distance of homes in new subdivisions that are not located in rural areas. Open space should be located in undivided preserves, where possible, and should be accessible to the largest number of lots with the development.** Comment: The development is adjacent to a proposed greenway and is within 600’ of an urban open space on Cinnabar Place.

- **EOS 10: Improve bicycle and pedestrian facilities throughout Town.** Comment: The developer is proposing a ten-foot side path adjacent to the frontage along Huntersville-Concord Road which will support pedestrians & bikers in the vicinity. The subject property is located parallel to the County's planned greenway route through Town. Coordination between the developer, and the Town & the County should be implemented to accommodate the future greenway.
- **EOS 10.1: Implement the Bicycle and Pedestrian Committee's 30-by-30 plan. Connect all parks, schools, neighborhoods, major shopping into the Greenway System by 2030 incrementally over the next 10 years.** Comment: This project will help to facilitate the development of the County's greenway in the vicinity of Huntersville-Concord Road & Clarke Creek and help to connect surrounding neighborhoods to the greenway network. A side path along Huntersville-Concord Road will improve the conditions for bikers in the vicinity. Sidewalks along Huntersville-Concord, Hill Street, and Winmau Lane will also help to improve connectivity in the area.
- **LU 2.1: Higher intensity residential uses will be focused generally within two miles of the I-77/ NC-115 corridor and future activity centers in the eastern and western areas of Huntersville's zoning jurisdiction.** Comment: The proposed development is found within the Mixed-Use Center and is within two miles of the I-77/NC 115 corridor & is located 0.35 miles from NC 115.
- **LU 5.3: Support infill housing options near services, shopping, employment, and transit stations. Encourage infill development opportunities to increase housing options with proximity to nearby services, shopping, employment opportunities, and transit stations.** Comment: The proposed development is in close proximity to a planned future rail transit station and will provide the Town with infill housing close to services & employment opportunities. The planned Vermillion Village project, a mixed used venture featuring commercial & medical offices, is directly across the street from the proposed subdivision.
- **LU 7.1: Require all new development to adhere to the following design principles:**
All buildings shall front a public street or open space. Comment: All lots associated with the proposed subdivision will front a public street or open space.
- **LU 9.1: In higher intensity areas including Mixed Use Centers, Activity Centers, the Town Core, and Moderate Density areas neighborhoods should adhere to the following design principles:**
 - All homes must front a public street or open space.
 - Front porches and recessed garages are encouraged.
 - On-street parking is required in new developments that have lot widths below 60'. Alley-loading is also encouraged in these cases. Comment: The proposed subdivision meets the design principles-as all lots front public streets or open space areas-while utilizing alleys in the overall design.
- **LU 10.1: Align housing options with resident needs and promote attainable housing options. Accommodate a mix of housing by type, tenure, and location to serve a growing and increasingly diverse population. Housing offerings should align with workforce opportunities, including management, professional positions, and service positions.** Comment: This development would provide six townhomes to support the growing demand for housing options within the Town.
- **LU 10.2: Continue to encourage a mix of lot sizes in new developments.** Comment: The proposed development offers two lot types. Phase II of Hill Street featured two lot types while Phase I included three lot types.
- **T 3.2: Improve multimodal connectivity by coordinating with other departments to implement the Huntersville Bicycle Master Plan, expanding the greenway network, and supporting enhanced pedestrian connections.** Comment: The proposed plan will provide a ten-foot side path along Huntersville-Concord Road, which will help to improve the facilities for bikers along a very busy road.

2. Conformity.

The proposed development is part of the Vermillion subdivision which has an overall density of 2.63 DUA. The site is highlighted on the map below.

Density Map:



3. Access between Adjoining Properties.

The subdivision provides an additional connection between Winmau Lane & Hill Street enhancing the connectivity for Vermillion.

4. Relation to topography.

The street network and lot layout have been designed to respect the general topography of the site and works to integrate the proposed subdivision into the other phases of the townhome development found along Hill Street.

5. Mature trees and natural vegetation.

The proposed project is required to save 0 percent of the tree canopy, 0 percent of specimen trees and 100% of the heritage trees. All three of these requirements are being satisfied, as outlined in Part 2, Item 5 of this report.

6. Access to parks, schools, etc.

Veterans Park is located 0.5 miles from the proposed subdivision, and Holbrook Park is located approximately 1.3 miles from the site. Huntersville Elementary is also located 1.3 miles from the project site.

7. Discourage through traffic.

All streets are appropriately sized for residential traffic. The proposed subdivision will be served by an existing road network, including Hill Street. The narrow road network found along Hill Street & Winmau Lane coupled with the residential character of the area would not encourage cut-through traffic.

8. Relationship to railroad rights-of-way.

Not Applicable.

9. Half streets.

Not Applicable.

10. Parallel streets along thoroughfares.

Not Applicable.

11. Public School and Public Park Sites

The parcels associated with Hill Street Subdivision Phase 3 Sketch Plan have not been identified for a school. A future greenway is planned and will be accommodated by the proposed development.

12. Public Facilities

The parcels associated with the Hill Street Subdivision Phase 3 Sketch Plan have not been identified for a public facility.

13. Proposed street names

The street names for Hill Street Subdivision Phase 3 Sketch Plan will be provided with Preliminary (Construction) Plan submission (if Sketch Plan is approved).

14. Easements.

Easements have been identified and the plans have been sent to the respective Engineering and Utility Departments for review.

15. Proposed water and sewerage system.

A willingness to serve letter has not been provided at this time by the applicant due to Charlotte Water's capacity issues. Please note, no building permits will be issued without the availability of water and sewer.

16. Restrictions on the subdivision of land subject to flooding.

Streams are located adjacent to the site. However, none of the site is in a designated flood zone.

17. Open Space

Urban open space will be provided via the greenway. Also, the site is approximately 600' from an urban open space on Cinnabar Place.

18. Impact of Development on Public Facilities

There is no indication the proposed subdivision will adversely impact public facilities. While this section of the Ordinance does not call for the specific consideration of impact to public schools (CMS), staff contacts Charlotte-Mecklenburg Schools (CMS) for an enrollment evaluation for all major subdivision requests. According to CMS, the development will generate one new student who will attend local schools. Two of the schools are currently facing overcrowding issues. A section of CMS's report is provided below. See Attachment D: CMS Report.

<u>Schools Affected</u>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-GC)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
LEGETTE BLYTHE ELEMENTARY	53	50	871	822	106%	1	106%
JM ALEXANDER MIDDLE	48	54	938	1055	89%	0	89%
NORTH MECKLENBURG HIGH	116.5	108	2146	1989	108%	0	108%

PART 5: STAFF RECOMMENDATION

COMPLETENESS OF APPLICATION

Town Staff has reviewed the proposed Subdivision Sketch Plan and finds the application complete.

COMPLIANCE WITH APPLICABLE REQUIREMENTS

Hill Street Subdivision Phase 3 Sketch Plan complies with all applicable requirements and is supported by findings of fact outlined in Parts 2-4 of this report, with the following conditions:

- Urban open space greenway is coordinated with Mecklenburg County
- Stormwater plan is approved at the engineering Preliminary Plan stage.
- All other plan comments are addressed.

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board reviewed the request on Tuesday, March 22, 2022, and unanimously (9-0) approved the following motion: To Approve the Hill Street Phase 3 Sketch Plan as the Planning Board finds that the application is complete. The Hill Street Subdivision Phase 3 Sketch Plan complies with all applicable requirements and is supported by the Findings of Fact outlined in parts 2-4 of the Staff Report. The Planning Board recommends approval of the proposed subdivision sketch plan with the condition: 1) urban open space greenway (design & location) is coordinated with Mecklenburg County; 2) Stormwater Plan is approved with (Town) Engineering at the Preliminary Plan phase; 3) that all other minor site plan/redline comments are addressed.

PART 7: TOWN BOARD FINAL ACTION

The Town Board is tentatively scheduled to consider this request on Monday, April 18, 2022.

PART 8: ATTACHMENTS AND ENCLOSURES

- A – Subdivision Sketch Plan Application
- B – Proposed Hill Street Subdivision Phase 3 Subdivision Sketch Plan
- C – Neighborhood Meeting Report
- D – CMS Report

PART 9: DECISION STATEMENTS

Please refer to Part 5 of this report for recommendation.

In considering whether to approve an application for a subdivision sketch plan, the Planning and Town Board must complete the following (a full version can be found in [Section 6.320.5](#) of the Subdivision Ordinance).

- Is the application complete (lacking any particular requirement)? *If no member of the Board moves that the application is incomplete, then this inaction is taken as an affirmative finding that the application is complete.*
- Does the application comply with all the applicable requirements? *A statement must be made that the application complies or does not comply that includes the support documentation of the particular motion.*
- Lastly, the Board must make a motion to approve or deny based on the previous statements.



General Application

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

1. Application Type

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

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

SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance

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

2. Project Data

Date of Application 9-14-2021

Name of Project Hill Street Phase 3 Phase # (if subdivision) _____

Project Address 13895 Hill Street

Parcel Identification Number(s) (PIN) 01905211

Current Zoning District NR Proposed District (for rezoning only) _____

Property Size (acres) .344 Street Frontage (feet) _____

Current Land Use Vacant

Proposed Land Use(s) Townhome Lots

Is the project within Huntersville's corporate limits?

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

3. Description of Request

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

Sketch Plan for 6 Townhome Lots

4. Site Plan Submittals

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

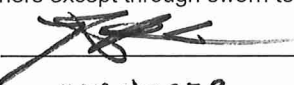
5. Outside Agency Information

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

6. Applicant

Printed Name Hill Street Bowman LLC Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature  Printed Name: ROBERT B. BOWMAN
Title MANAGER Email NATE.BOWMAN@GMAIL.COM
Address of Applicant 13815 Cinnabar Pl, Huntersville, NC 28708

7. Property Owner (if different than applicant)

*Printed Name _____ Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Printed Name _____
Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

Development Firm	Name of Contact	Phone	Email
Yarbrough-Williams & Houle Inc.	Vince Keen	704-556-1990	vincek@y-wh.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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

NOTES:
ALL DEVELOPMENT AND CONSTRUCTION SHALL
COMPLY WITH ALL ZONING AND SUBDIVISION
STANDARDS OF THE TOWN OF HUNTERSVILLE,
MECKLENBURG COUNTY, AND NCDOT, AS
APPLICABLE.

ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.

ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.

LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS WITH THE EXCEPTION F RURAL PARKWAYS WHERE EXISTING TREES CAN SATISFY THE STREET TREE REQUIREMENT. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.

MAIL DELIVERY WILL BE TO EXISTING MAIL KIOSK IN VERMILLION SUBDIVISION OFFICE LOCATED AT 13815 CINNABAR PLACE, HUNTERSVILLE, NC 28078. TRASH PICKUP WILL BE THROUGH ROLL OUT CANS TO THE STREET.

REFER TO ARTICLE 8.16.1 & 2 OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE FOR RESIDENTIAL SUBDIVISION STANDARDS.

**DIRECT ACCESS FROM LOTS TO A
THOROUGHFARE IS PROHIBITED.**

LOTS SUBJECT TO FLOODING SHOULD NOT BE ESTABLISHED IN SUBDIVISIONS EXCEPT AS PROVIDED IN SECTION 7.280.

**ANY CONSTRUCTION OR USE WITHIN THE AREAS
DELINEATED BY FLOODWAY FRINGE DISTRICT
BOUNDARY LINE AND FLOODWAY DISTRICT
ENCROACHMENT LINE SUBJECT TO THE
RESTRICTIONS IMPOSED BY FLOODWAY
REGULATIONS.**

SEWER AND WATER SERVICE WILL BE PROVIDED BY CHARLOTTE WATER.

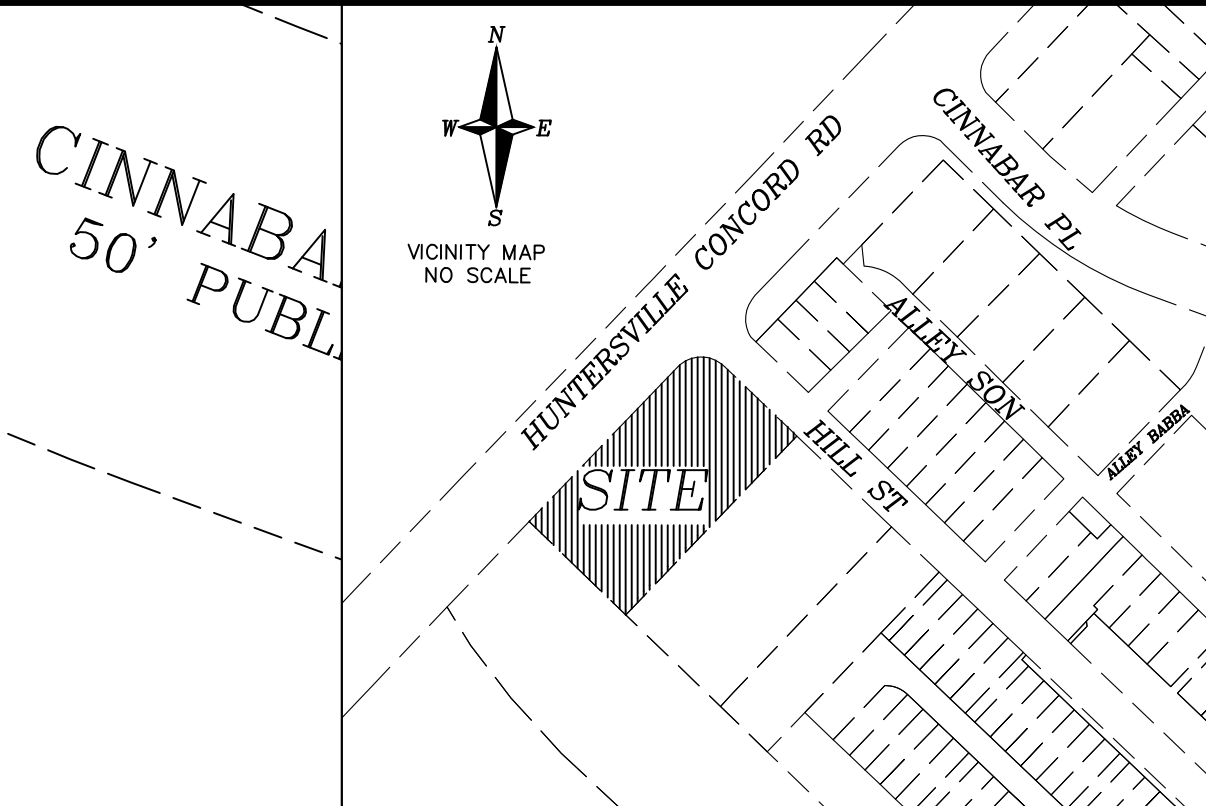
ALL ALLEYWAYS SHALL BE OPEN FROM GENERAL USAGE BY THE GENERAL PUBLIC BUT SHALL NOT BE ACCEPTED BY THE PUBLIC FOR MAINTENANCE. MAINTENANCE SHALL BE RESPONSIBILITY OF DEVELOPER/ASSOCIATIONS OF HOMEOWNERS.

A TIA MITIGATION PLAN HAS BEEN SUBMITTED AND APPROVED BY THE TOWN OF HUNTERSVILLE. THE MITIGATION PLAN DATED xx/xx/xxxx IS ON FILE WITH THE TOWN OF HUNTERSVILLE PLANNING DEPARTMENT.

**TOWN OF HUNTERSVILLE BUILD-TO LINE
DEFINITION: "BUILD-TO LINE, A LINE EXTENDING
THROUGH A LOT WHICH IS GENERALLY
PARALLEL TO THE FRONT PROPERTY LINE AND
MARKS THE LOCATION FROM WHICH THE
PRINCIPLE VERTICAL PLANE OF THE FRONT
BUILDING ELEVATION, EXCLUSIVE OF
PORCHES, BAY WINDOWS, AND SIMILAR
APPURTENANCES MUST BE ERRECTED; INTENDED
TO CREATE AN EVEN BUILDING FACADE LINE ON
A STREET."**

PHASE 2 ALREADY APPROVED

APPROVAL OF THIS SKETCH PLAN DOES NOT IMPLY OR
GUARANTEE APPROVAL OF THE FINAL CONSTRUCTION
PLAN. FINAL CONSTRUCTION PLAN WILL BE REVIEWED
FOR COMPLIANCE PER ALL TOWN, COUNTY AND STATE
REGULATIONS IN EFFECT AT TIME OF SUBMITTAL



PROJECT INFORMATION
PARCEL ID: 01905211
SITE AREA: 0.344 AC. (15,000 S.F.)
PRINCIPLE USE: MULTIFAMILY- RESIDENTIAL (TOWNHOMES)
BUILDING TYPE: ATTACHED
ZONING: NR(TND-O) Rezoning Case Number: R-00-20
UNITS PROVIDED: 6

DWELLINGS PROVIDED: 6
DENSITY PROVIDED: $6/0.344 = 17.44$ UNITS PER ACRE

MIN. LOT SIZE: 1,333 S.F. (LOT 12)
AVG. LOT SIZE: 1,623S.F.
LOT WIDTH RANGE:
OF 21' WIDE LOTS: 2
OF 24' - 30.14' WIDE LOTS: 4

TYPICAL LOT SETBACKS:

REAR SETBACK	3'-5'
SIDEYARD	0'(3' MIN. CORNER)
BUILD-TO RANGE	6'-15'

HERITAGE TREES:
 / NUMBER OF HERITAGE TREES ON SITE: 0
 NUMBER OF HERITAGE TREES SAVED: N/A
 % OF HERITAGE TREES REQUIRED TO SAVE: 100%
 % OF HERITAGE TREES ACTUALLY SAVED: N/A
 SPECIMEN TREES:
 NUMBER OF SPECIMEN TREES ON SITE: 3
 NUMBER OF SPECIMEN TREES SAVED: 0
 % OF SPECIMEN TREES REQUIRED TO SAVE: 0%
 % OF SPECIMEN TREES ACTUALLY SAVED: 0%
 TREE CANOPY:
 % OF SITE COVERED BY TREE CANOPY: 100%
 % OF TREE CANOPY PRESERVATION REQUIRED BY DISTRICT: 0.0%
 % OF TREE CANOPY ACTUALLY SAVED: 0 AC (0.00%)
 *SITE IS VESTED FROM TREE SAVE REQUIREMENTS PER TOH

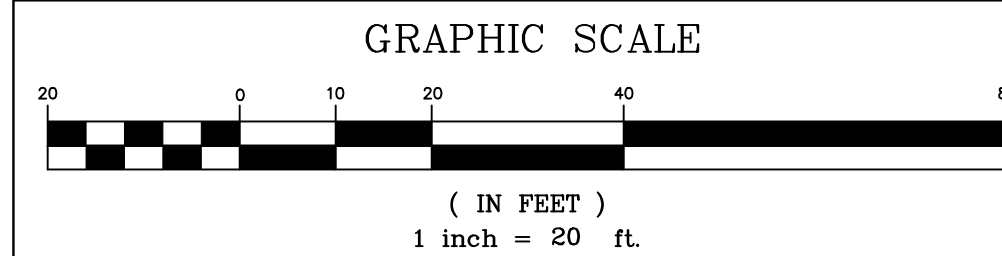
ON-SITE IMPERVIOUS:
CONC. SIDEWALK AND DRIVEWAY APRON- 1,656.33 S.F.
DRIVEWAY-479.52 S.F.
ROADWAY- 1,293.05 S.F.
BUILDING- 9738.00 S.F.
TOTAL IMPERVIOUS- 13,166.90 S.F. (87.78%)

☐ THIS SITE IS NOT LOCATED WITHIN A REGULATED WATERSHED DISTRICT.

☒ THIS SITE IS LOCATED WITHIN THE CLARKE STREAM WATERSHED

THIS SITE IS NOT LOCATED WITHIN A FEMA FLOOD ZONE PER FEMA
PANEL # 3710465100K

THIS PROJECT WILL UTILIZE THE URBAN OPEN SPACE TRIANGLE LOCATED BETWEEN THE INTERSECTIONS OF NOTCHWOOD COURT, LOFTYWOOD COURT, AND CINNABAR PLACE IN THE VERMILLION SUBDIVISION. PROXIMITY TO THIS URBAN OPEN SPACE IS 0.1 MILES



THIS PLAN IS A **FINAL DESIGN-NOT**
RELEASED FOR CONSTRUCTION
UNLESS INITIALLED/DATED AS APPROVED:
APPROVED: /

INITIALS / DATE

SHEET TITLE

COVER SHEET

PROJECT
HILL STREET PHASE 3
TOWN OF HUNTERVILLE, MECK. CO., N.C.
FOR: BOWMAN DEVELOPMENT GROUP



YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering

(printed)
750 Winboro Oak Court
Charlotte, North Carolina, 28273
704.556.1990

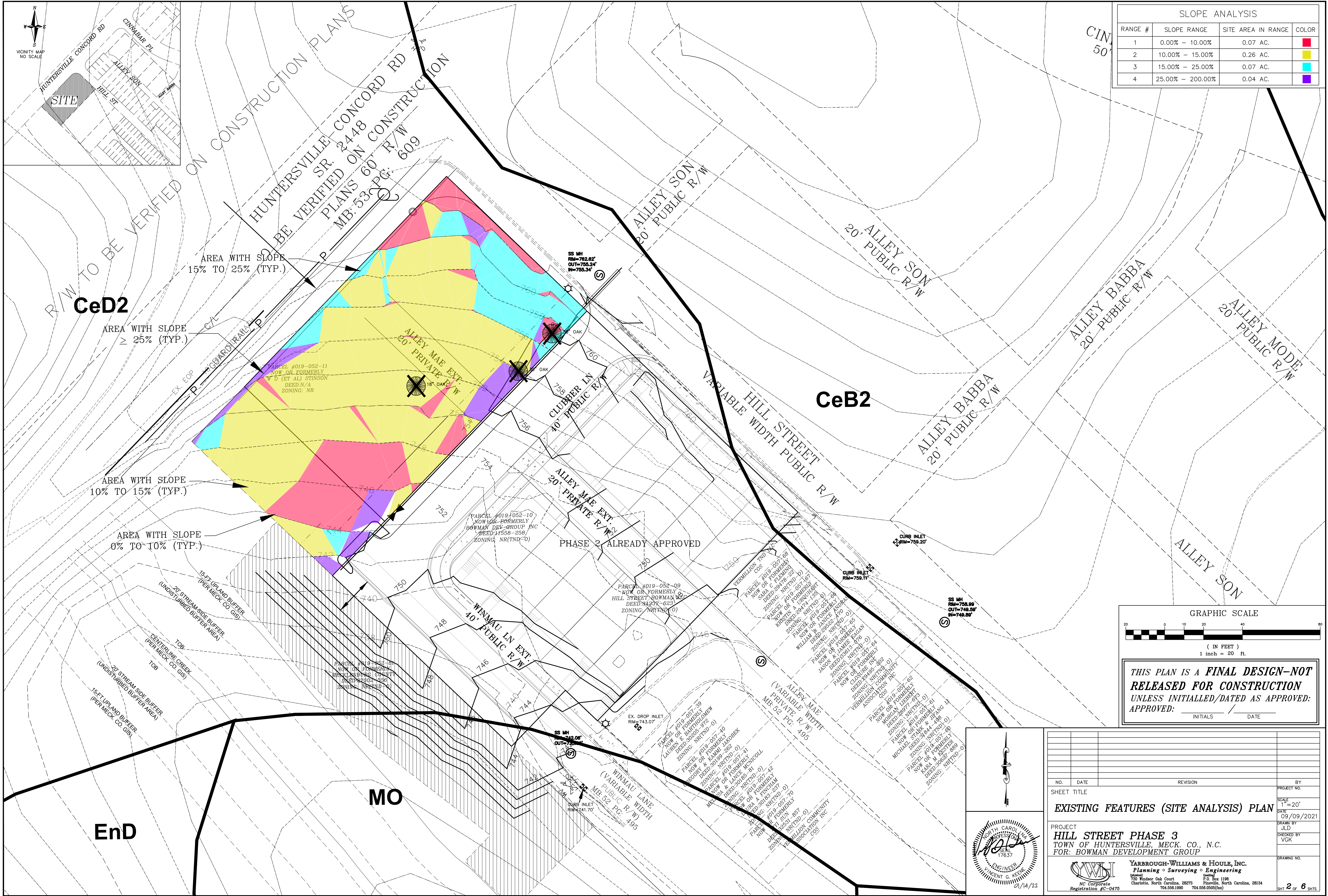
(sealed)
P.O. Box 1196
Fayetteville, North Carolina, 28134
704.556.0506(fax)

NC Corporate Registration #C-0475

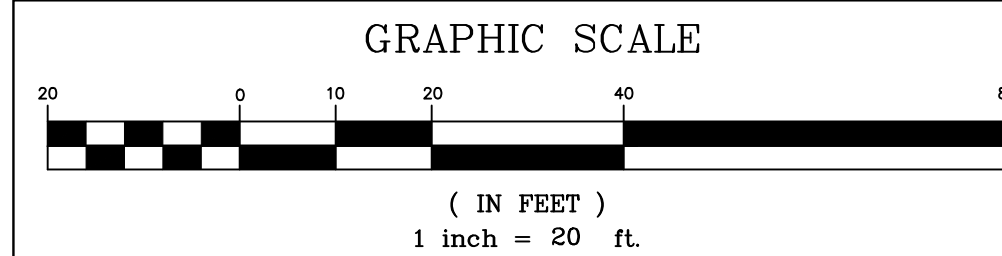
BY _____
PROJECT NO. _____
SCALE
1" = 20'
DATE
09/09/2021
DRAWN BY
JLD
CHECKED BY
VGK

DRAWING NO. _____

SHT **1** OF **6** SHITS



SLOPE ANALYSIS			
RANGE #	SLOPE RANGE	SITE AREA IN RANGE	COLOR
1	0.00% - 10.00%	0.07 AC.	Red
2	10.00% - 15.00%	0.26 AC.	Yellow
3	15.00% - 25.00%	0.07 AC.	Cyan
4	25.00% - 200.00%	0.04 AC.	Purple

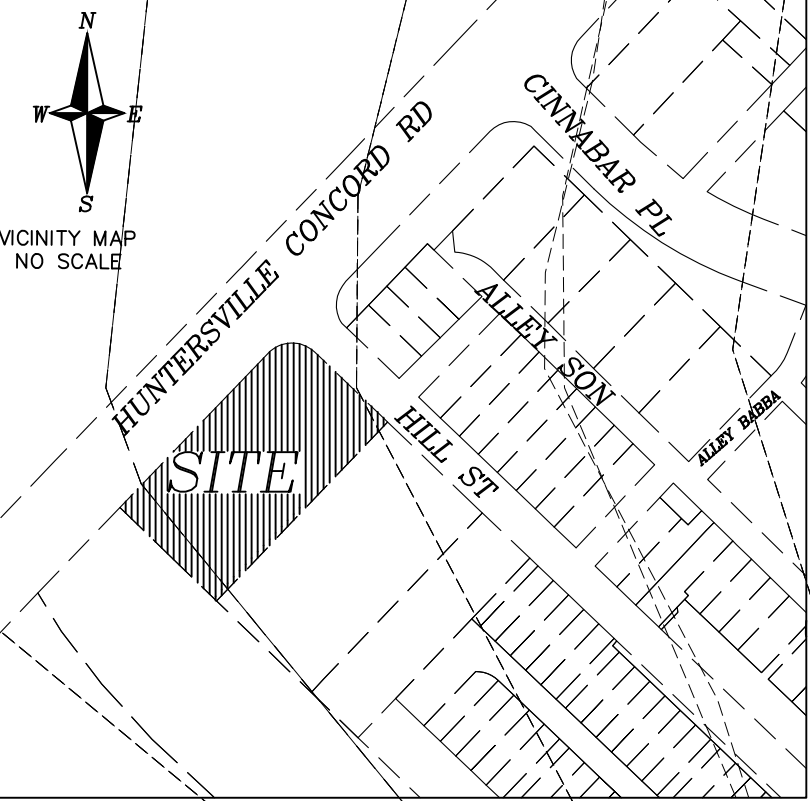
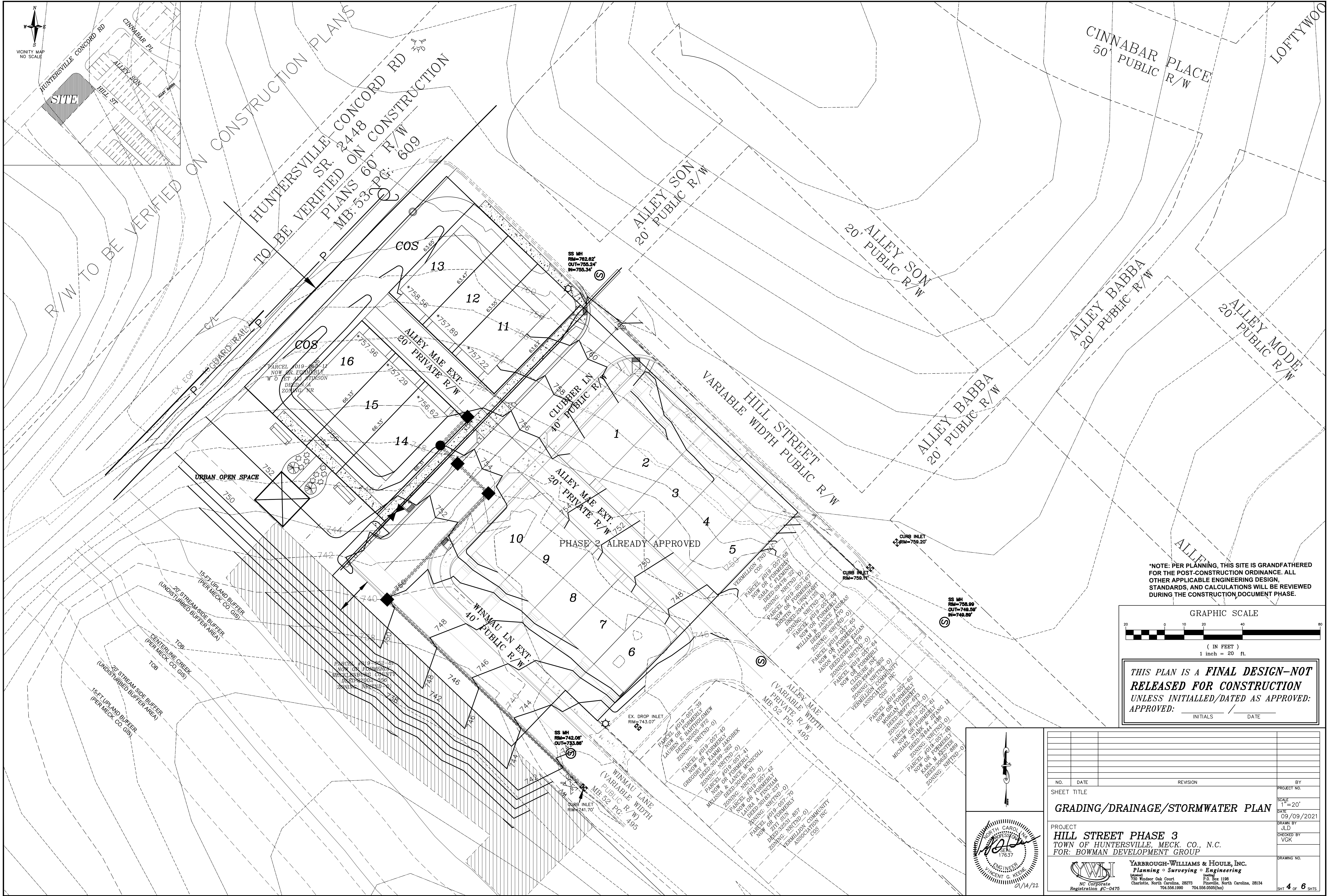


THIS PLAN IS A **FINAL DESIGN-NOT RELEASED FOR CONSTRUCTION** UNLESS INITIALLED/DATED AS APPROVED:
APPROVED: _____ INITIALS _____ DATE _____

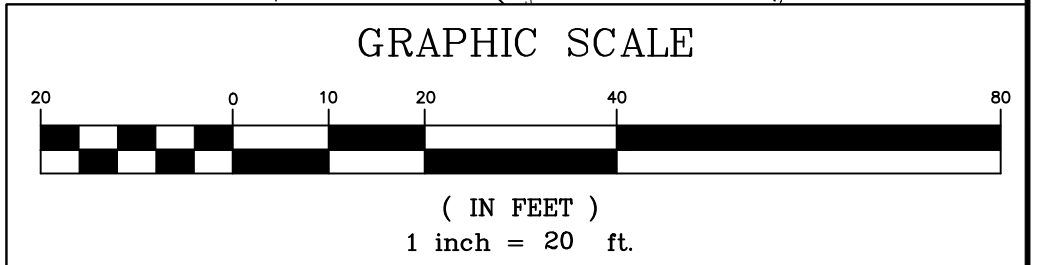
NO.		DATE		REVISION		BY	
1		09/09/2021		PROJECT NO.		SCALE	
2		09/09/2021		DATE		1"=20'	
3		09/09/2021		DRAWN BY		JLD	
4		09/09/2021		CHECKED BY		VGK	
5		09/09/2021		DRAWING NO.		2 OF 6	
6		09/09/2021		SHEET		2 OF 6	

PROJECT
HILL STREET PHASE 3
TOWN OF HUNTERSVILLE, MECK CO., N.C.
FOR: BOWMAN DEVELOPMENT GROUP

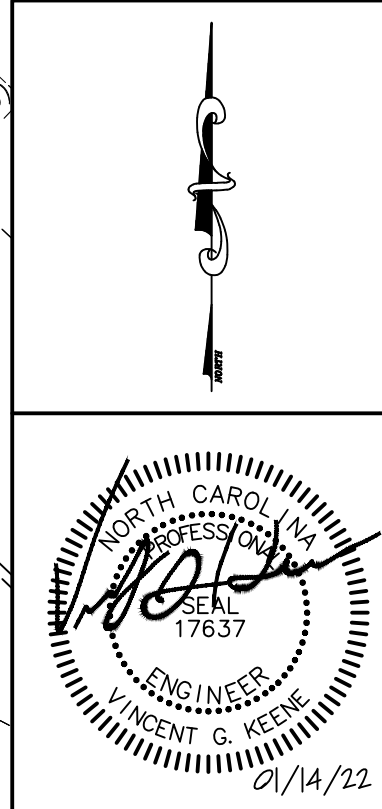
YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
750 Windsor Oak Court
Charlotte, North Carolina, 28273
704.556.1990 704.556.0005(fax)



*NOTE: PER PLANNING, THIS SITE IS GRANDFATHERED FOR THE POST-CONSTRUCTION ORDINANCE. ALL OTHER APPLICABLE ENGINEERING DESIGN, STANDARDS, AND CALCULATIONS WILL BE REVIEWED DURING THE CONSTRUCTION DOCUMENT PHASE.

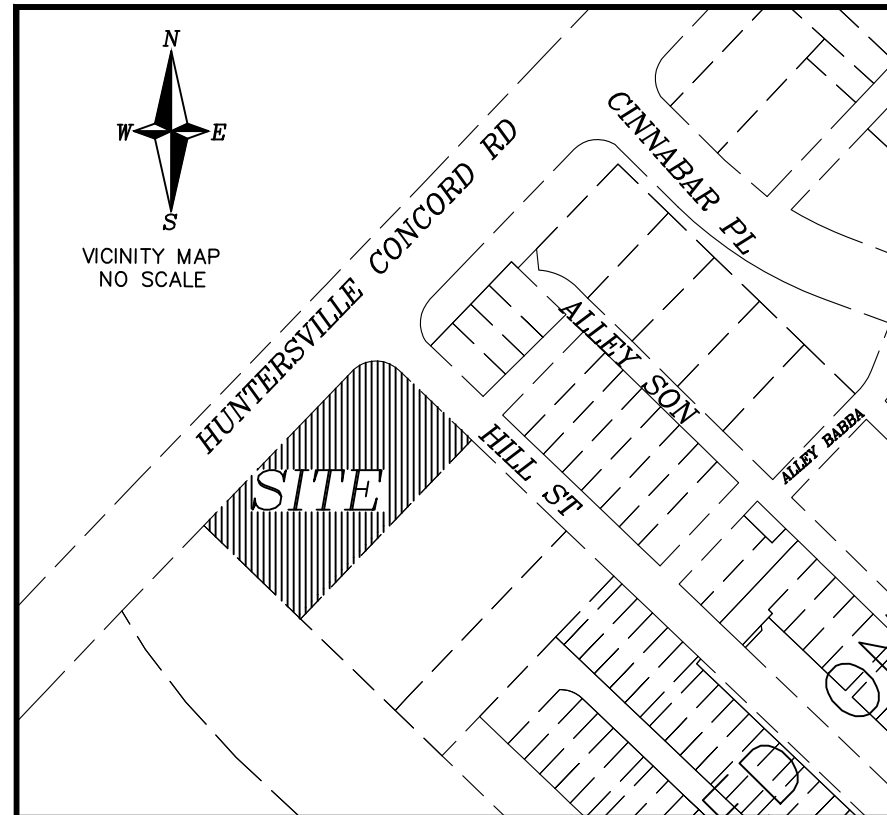


THIS PLAN IS A **FINAL DESIGN-NOT RELEASED FOR CONSTRUCTION** UNLESS INITIALLED/DATED AS APPROVED:
APPROVED: _____ INITIALS _____ DATE _____



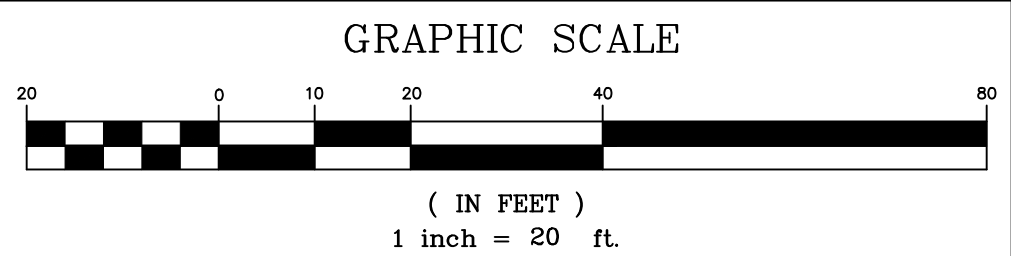
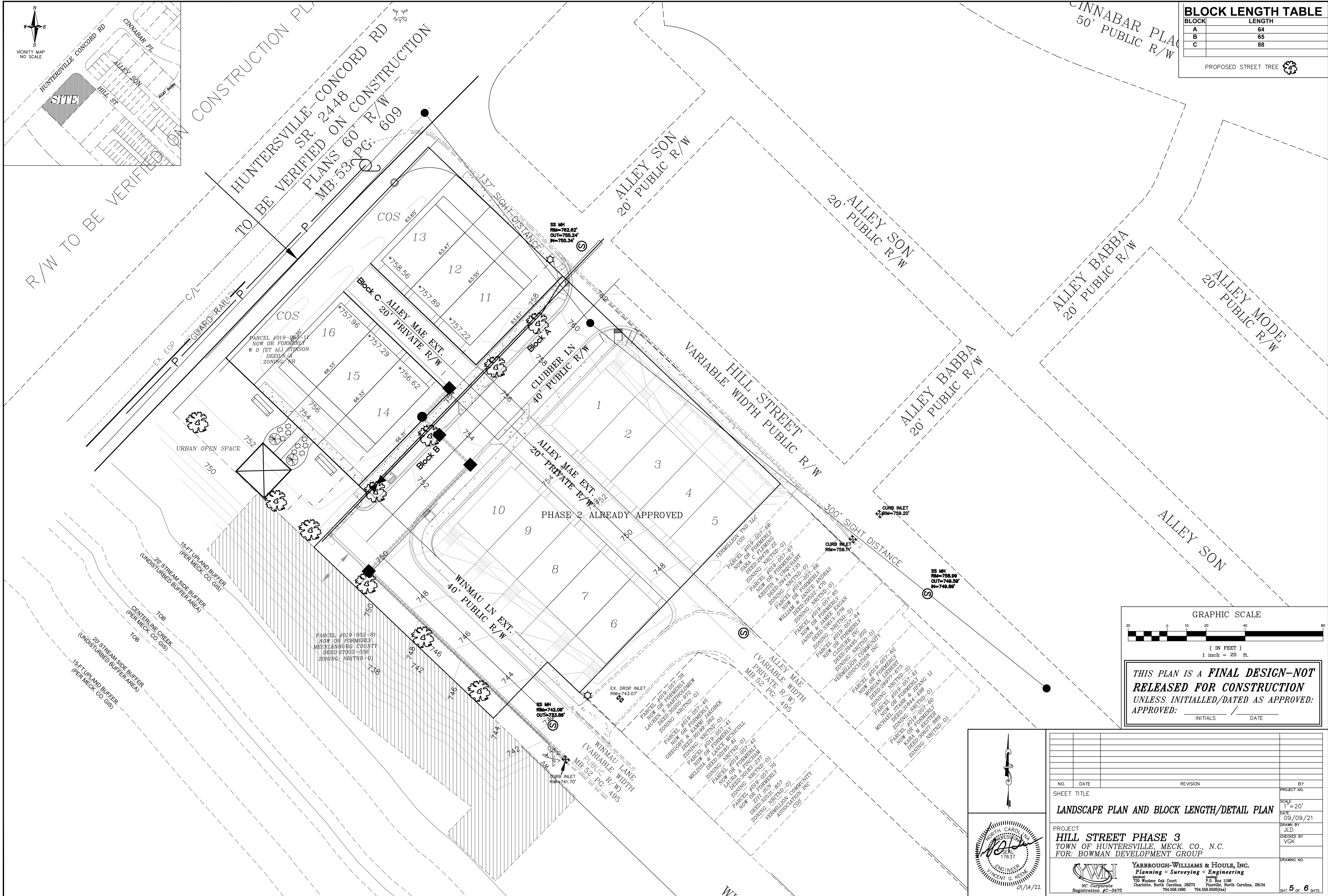
NO.		DATE	REVISION	BY
SHEET TITLE		PROJECT NO.		SCALE
GRADING/DRAINAGE/STORMWATER PLAN		HILL STREET PHASE 3		1"=20'
PROJECT		TOWN OF HUNTERSVILLE, MECK CO., N.C.		DATE
HILL STREET PHASE 3		FOR: BOWMAN DEVELOPMENT GROUP		09/09/2021
DRAWN BY		CHECKED BY		JLD
DRAWING NO.		SHT		4 OF 6

YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court
Charlotte, North Carolina, 28273
704.556.1990 704.556.0505(fax)

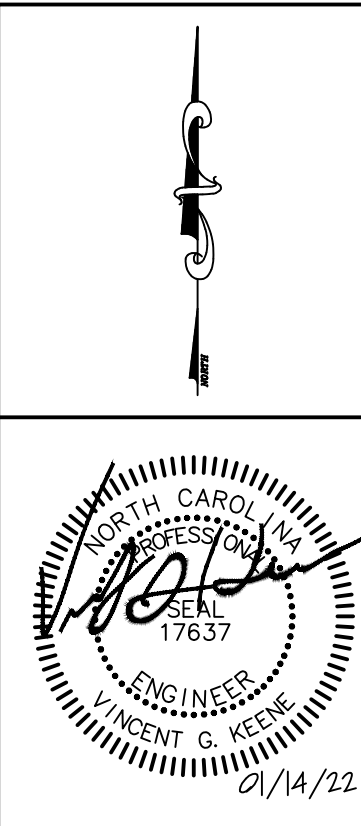


BLOCK LENGTH TABLE	
BLOCK	LENGTH
A	64
B	65
C	88

PROPOSED STREET TREE 



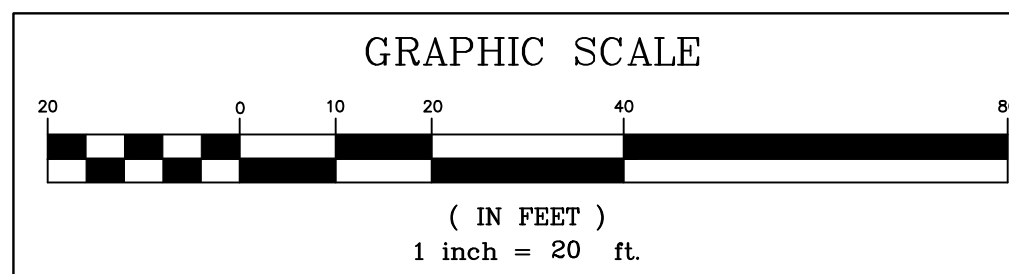
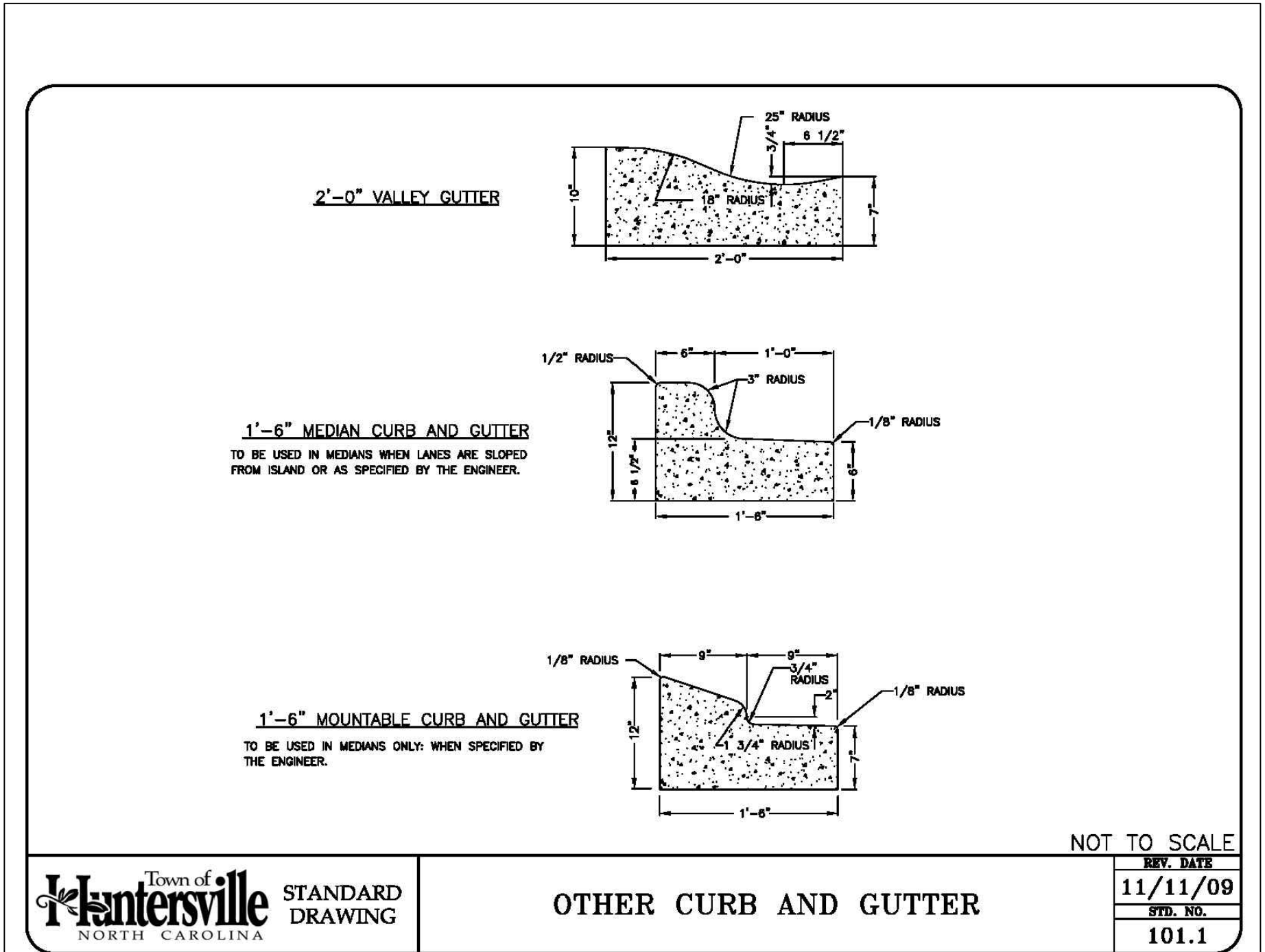
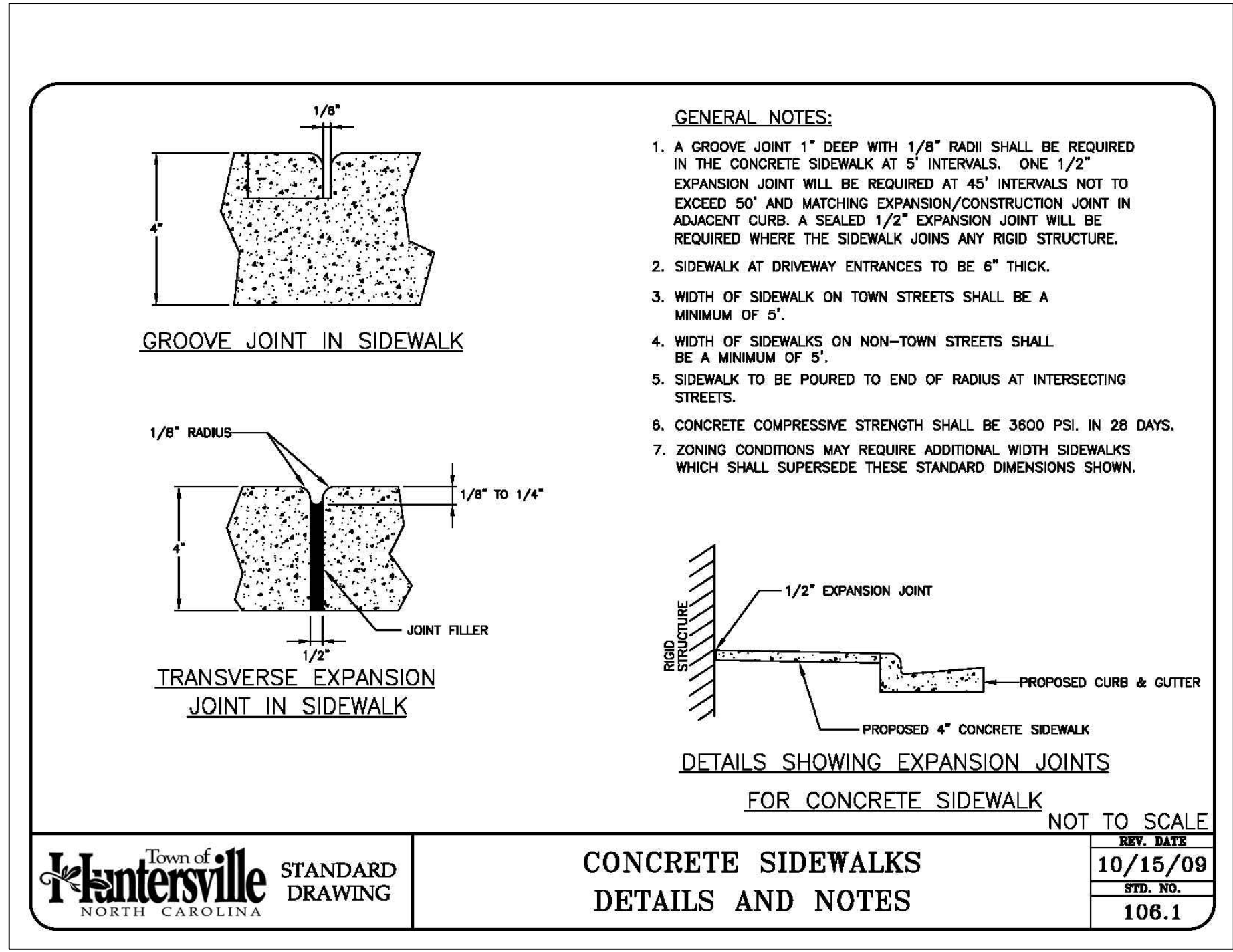
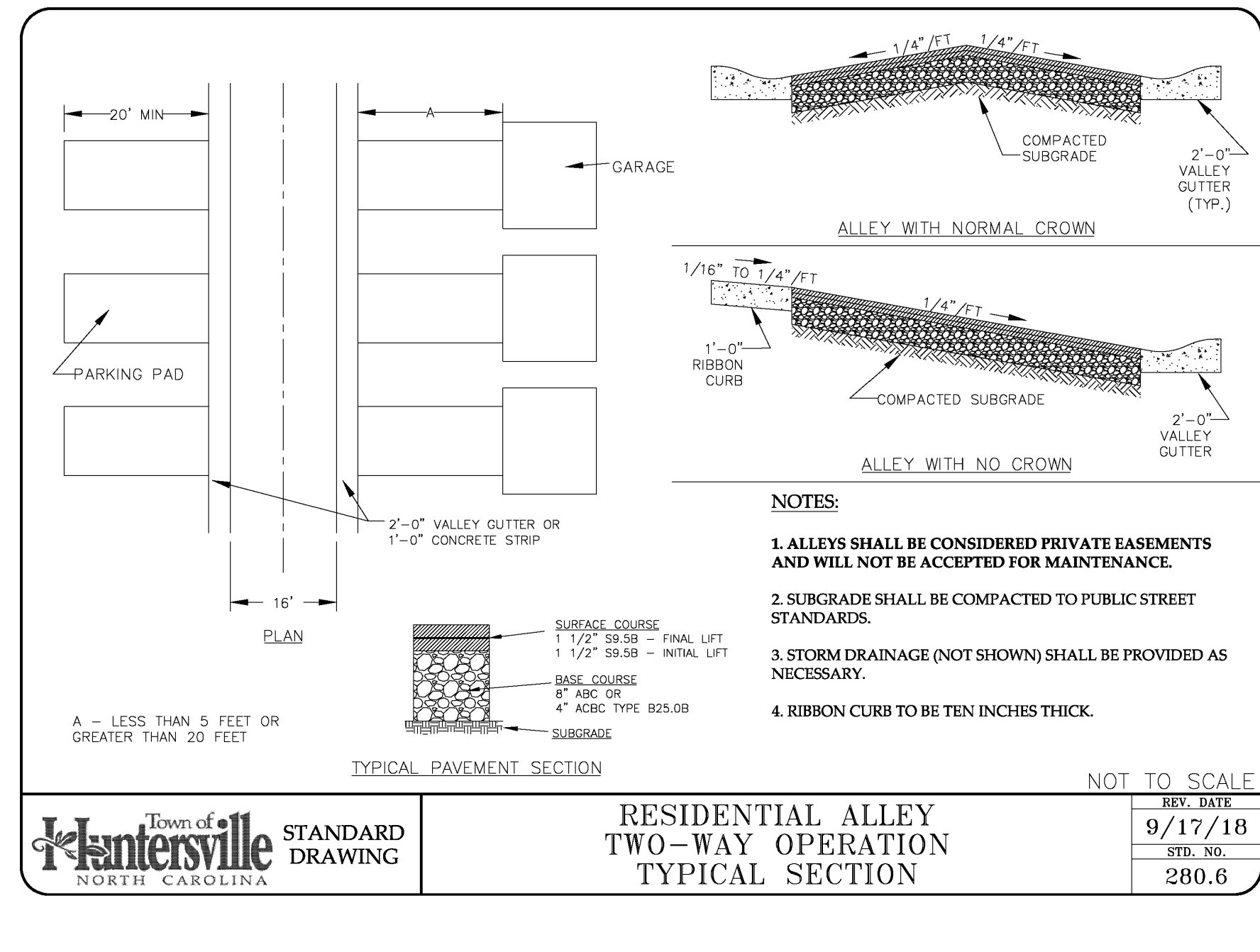
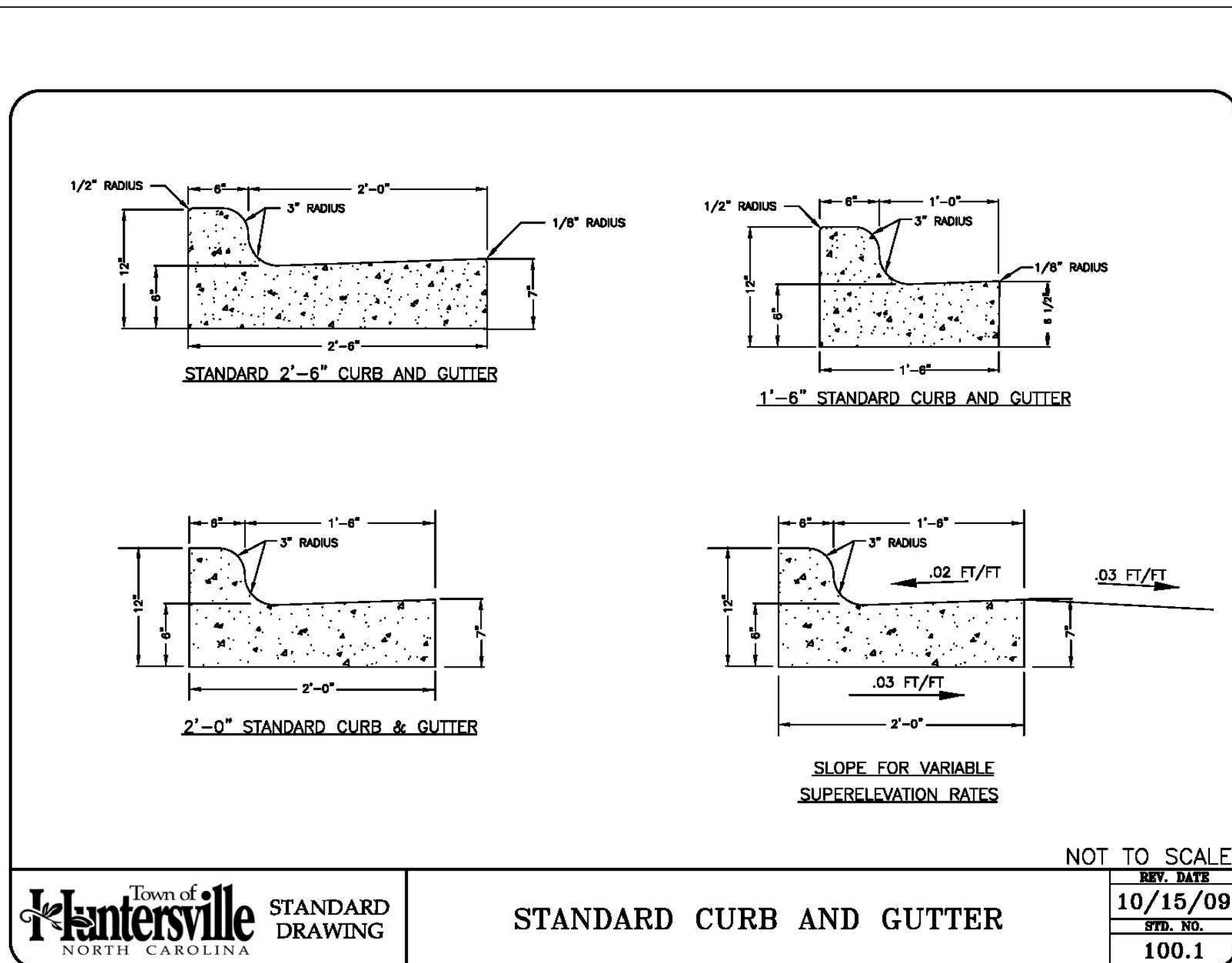
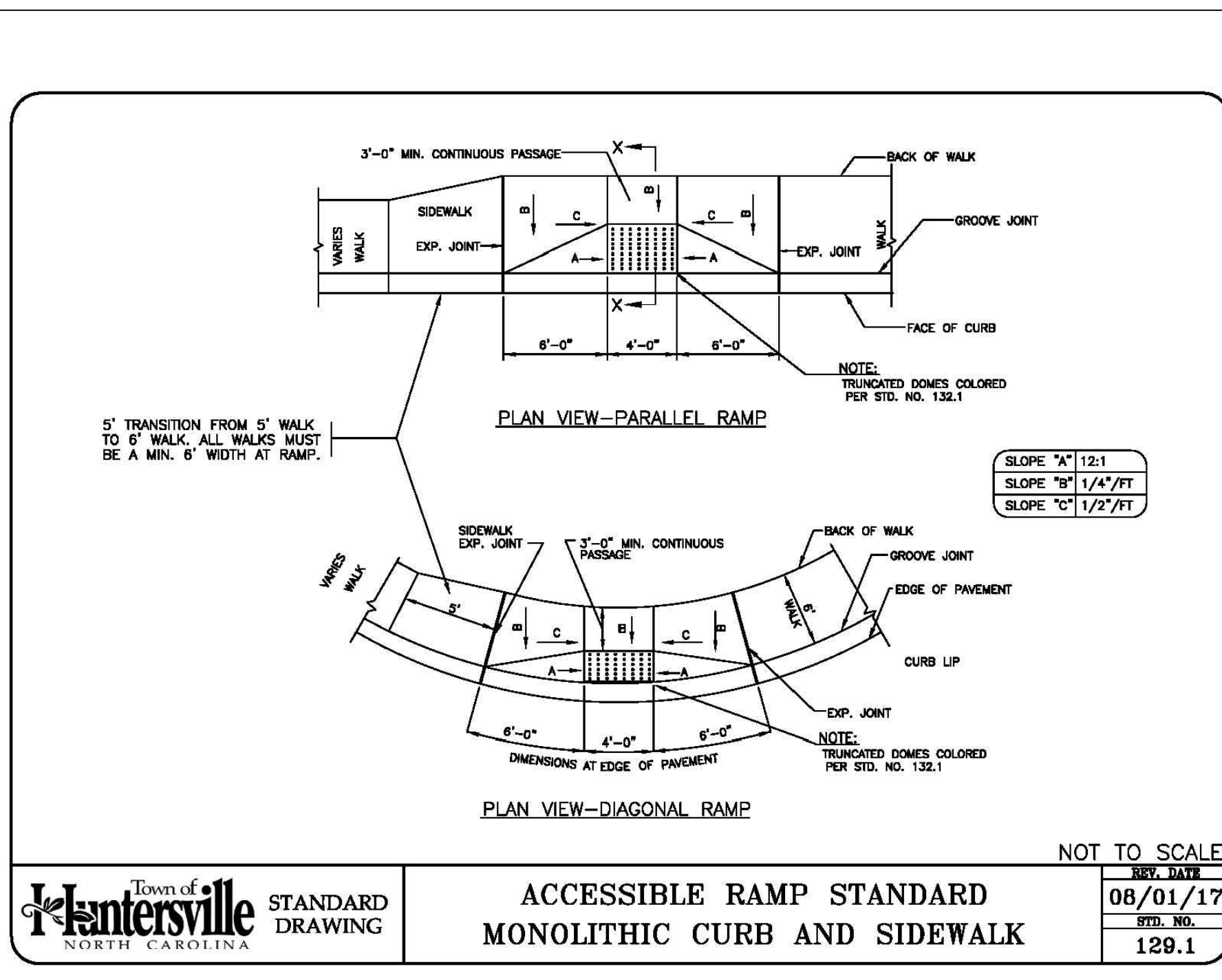
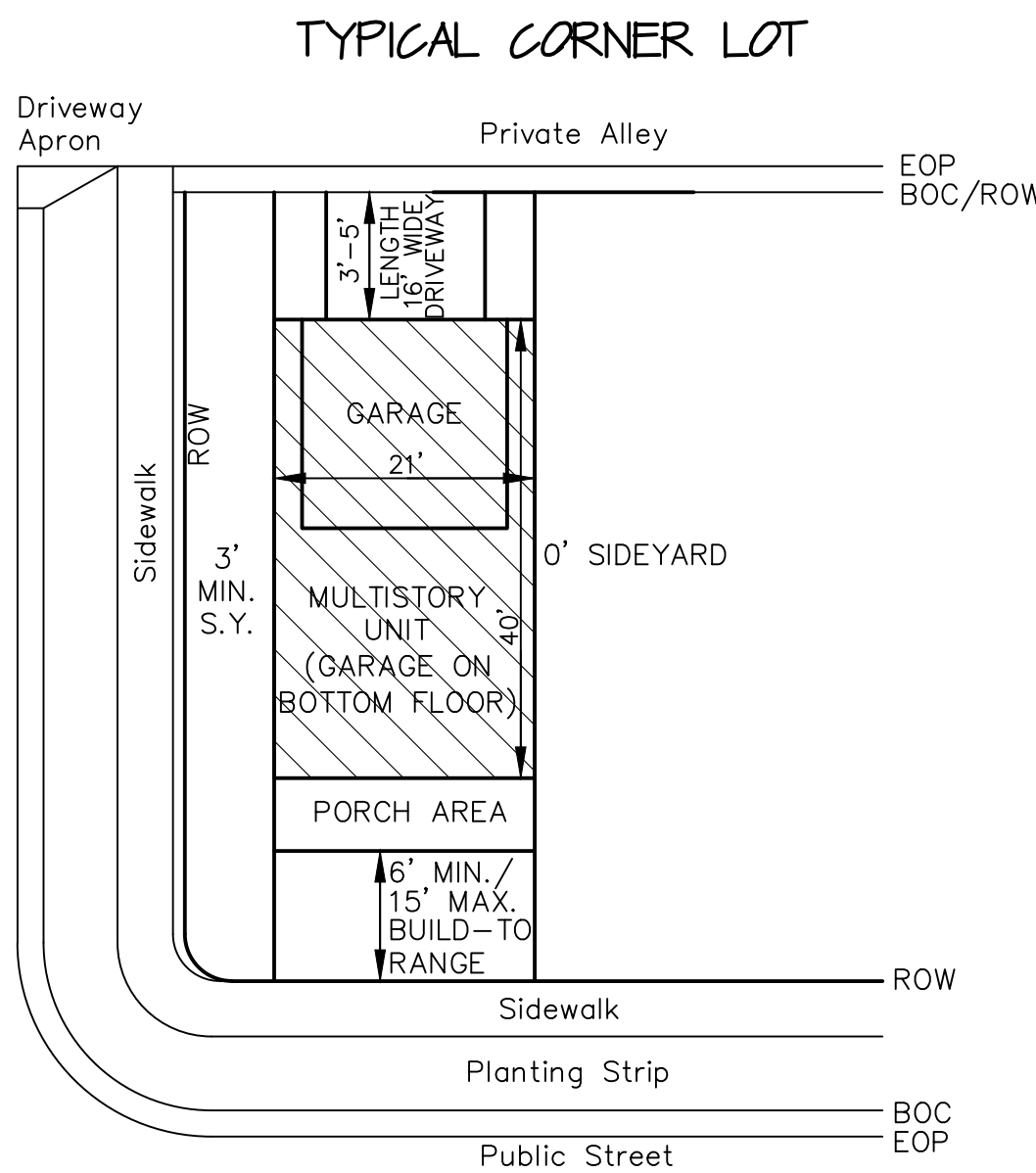
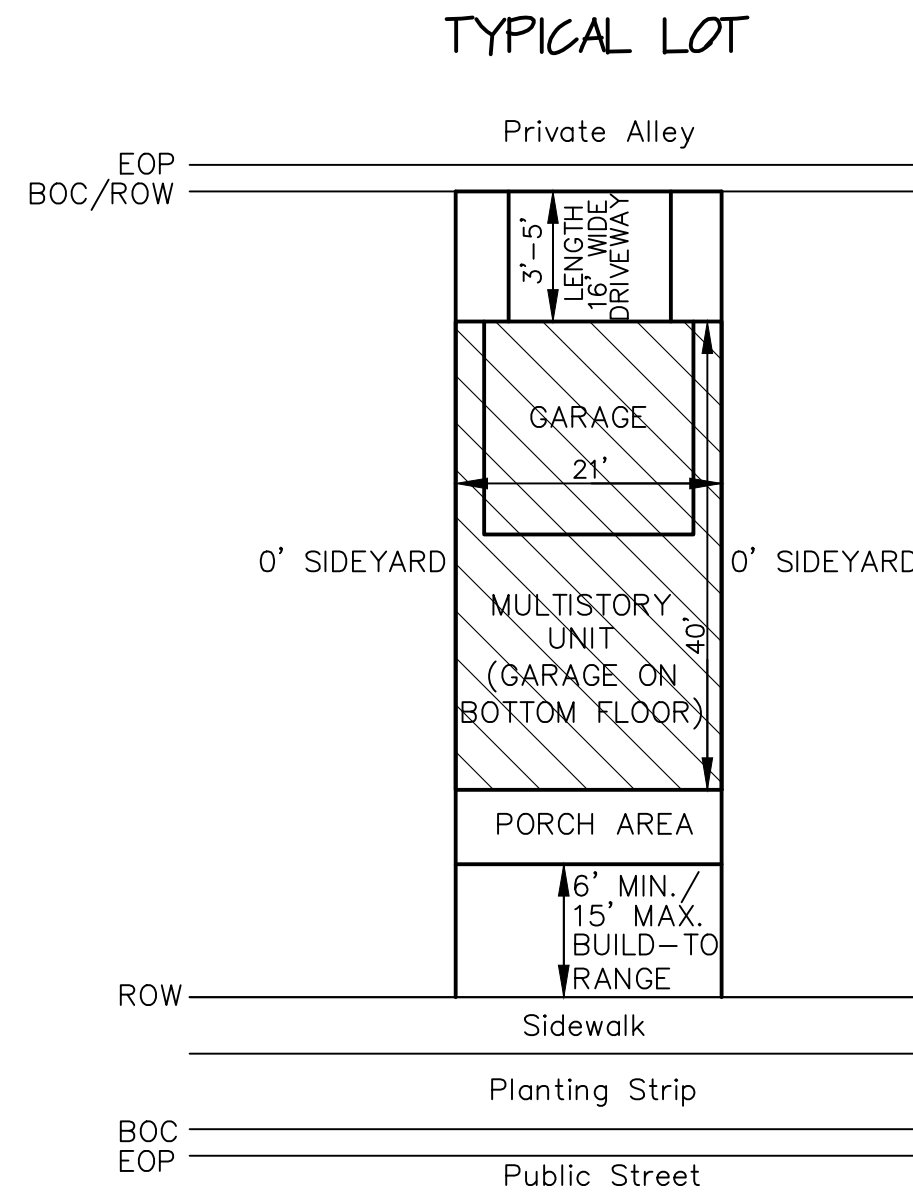
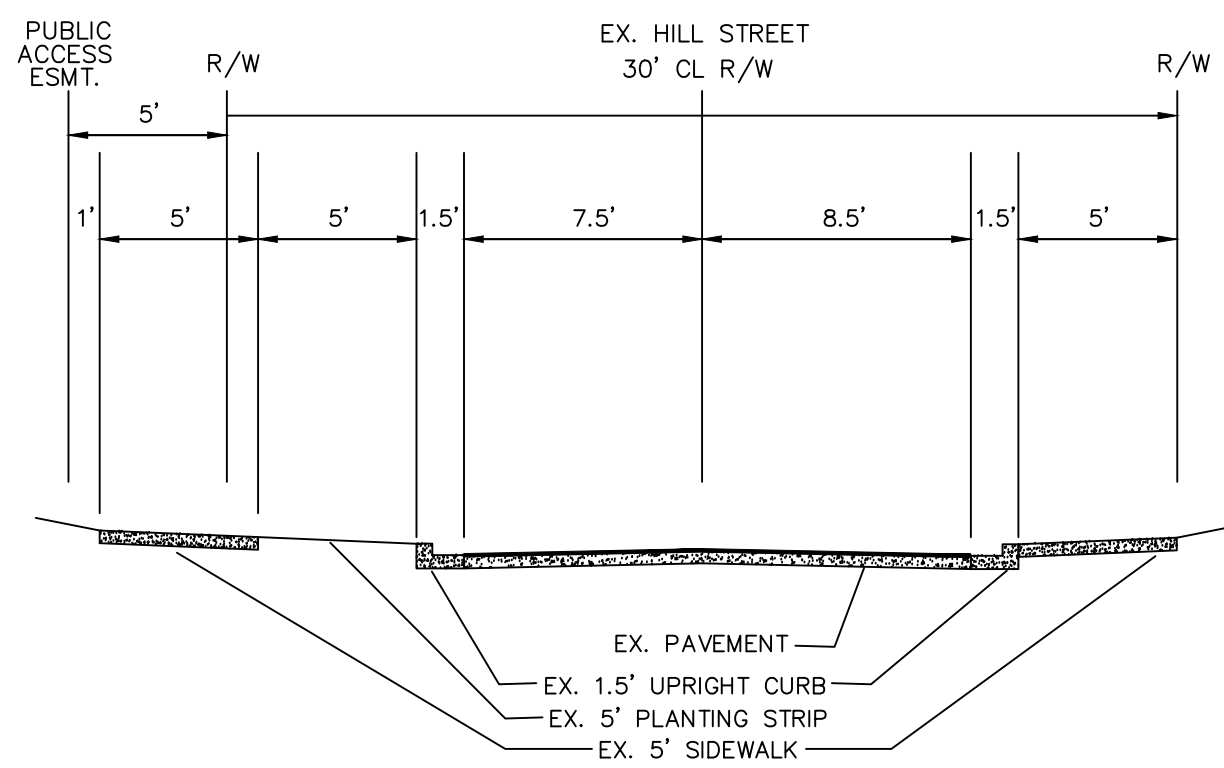
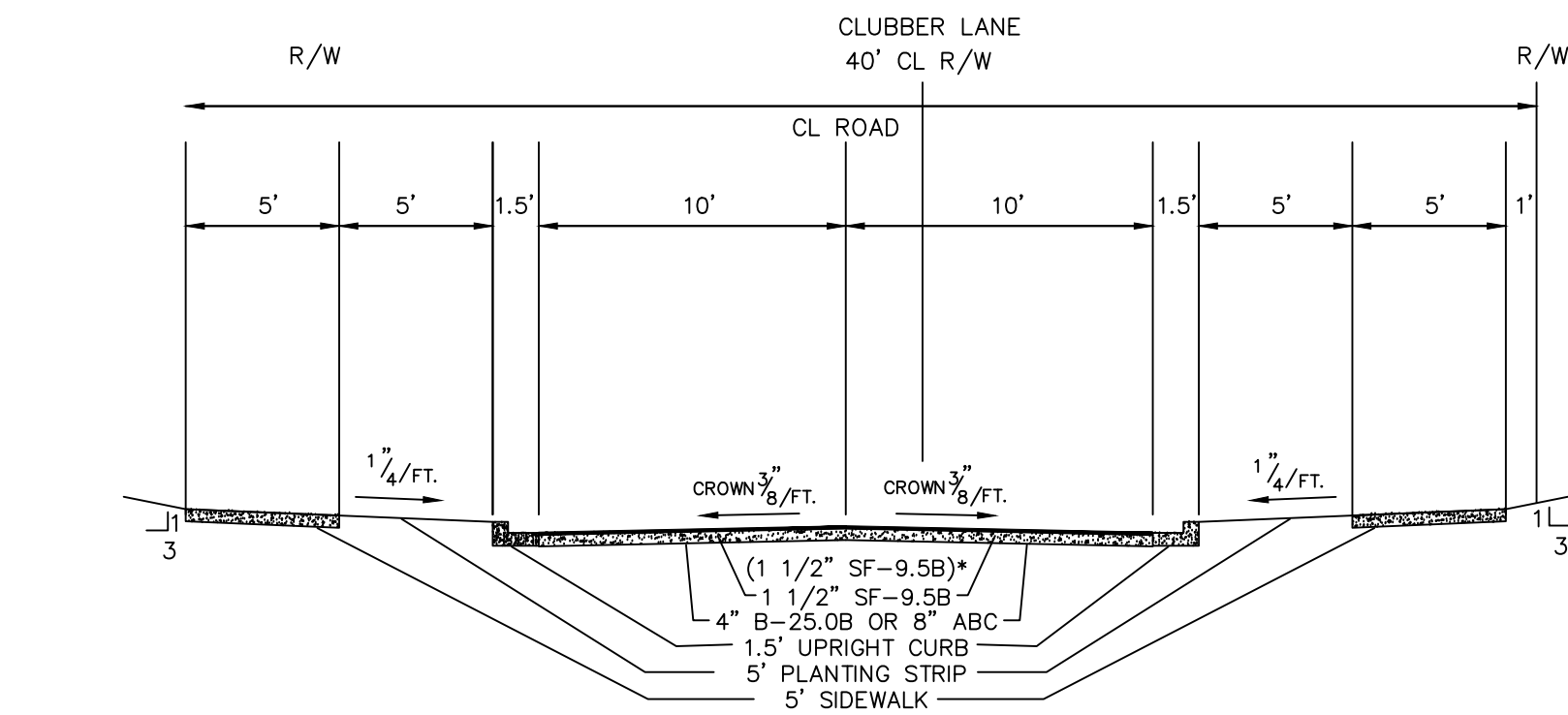
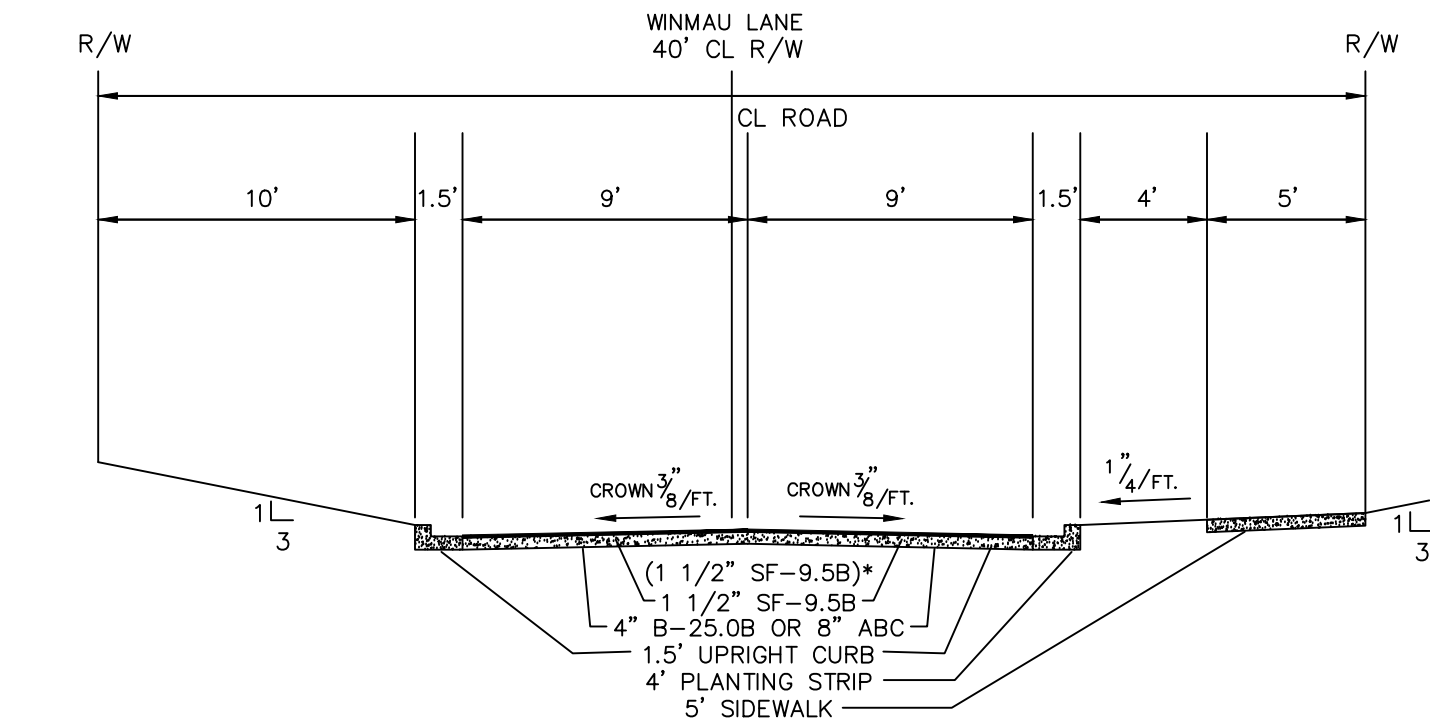
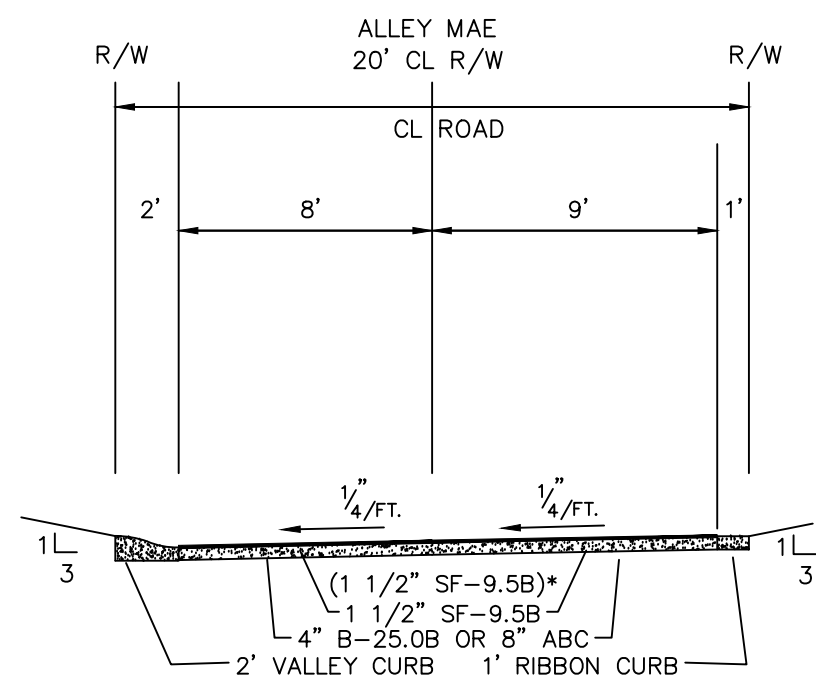
THIS PLAN IS A **FINAL DESIGN-NOT RELEASED FOR CONSTRUCTION** UNLESS INITIALLED/DATED AS APPROVED:
APPROVED: _____ INITIALS _____ DATE _____



NO.		DATE	REVISION	BY
SHEET TITLE				
LANDSCAPE PLAN AND BLOCK LENGTH/DETAIL PLAN				
PROJECT				
HILL STREET PHASE 3				
TOWN OF HUNTERSVILLE, MECK. CO., N.C.				
FOR: BOWMAN DEVELOPMENT GROUP				
SCALE				
1"=20'				
DATE				
09/09/21				
DRAWN BY				
JLD				
CHECKED BY				
VGK				
DRAWING NO.				
SHEET 5 OF 6 SHEETS				



YARBROUGH-WILLIAMS & HOULE, INC.
Planning • Surveying • Engineering
730 Windsor Oak Court
Charlotte, North Carolina, 28273
704.556.1990 704.556.0505(fax)



THIS PLAN IS A **FINAL DESIGN-NOT RELEASED FOR CONSTRUCTION** UNLESS INITIALLED/DATED AS APPROVED:
APPROVED: _____ INITIALS _____ DATE _____

NO.		DATE		REVISION		BY	
SHEET TITLE						PROJECT NO.	
DETAIL SHEET						SCALE 1"=20'	
PROJECT						DATE 09/09/21	
HILL STREET PHASE 3						DRAWN BY JLD	
TOWN OF HUNTERSVILLE, MECK. CO., N.C.						CHECKED BY VGK	
FOR: BOWMAN DEVELOPMENT GROUP						DRAWING NO.	
						YARBROUGH-WILLIAMS & HOULE, INC. Planning • Surveying • Engineering 730 Windsor Oak Court Charlotte, North Carolina, 28273 704.556.1990 704.556.0005(fax)	

Wednesday, February 2, 2022

Hill St Ph 3 Neighborhood Meeting

Meeting was held on Zoom

- Greg Elmore - 13830 Hill St Huntersville, NC greg.elmore@hotmail.com 704-685-0389
- Chris Boyd - 15822 Bayshore Dr Huntersville, NC cbpack51@yahoo.com
- Paul Lowe - Huntersville Planning Department

Q – Greg – Concerned about additional traffic and parking on Hill St because Winmau does not connect out to Huntersville-Concord Rd.

A - There is garage parking with each unit and there is still an overflow parking lot behind the units across Hill St with extra parking. The Hills St Ph 2 that is under construction will help with Hill St traffic as Winmau will connect to Hill St and the alley will also connect so that the access to the existing THs on Hill St and Winmau is closer to Huntersville-Concord Rd which will help disperse existing traffic on Hill St. We are also close to starting Vermillion Front which will connect a road to the south of this across the creek at Memory Ln.

Q – Greg – Timing for Vermillion Front development.

A – We are hoping to start in the next 2 months and it will be around 9 months to connect to Memory Ln and there is road widening planned along Huntersville-Concord Rd with Vermillion Front and Vermillion Village.

Q – Chris – No questions for Hill St Ph 3

Town of Huntersville: Hill Street Phase 3 Sketch Plan

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: 6 single family attached units under NR(TND-O) zoning.

CMS Planning Area: North

Average Student Yield per Unit: 0.1812

This development may add 1 student to the schools in this area.

The following data is as of 20th Day of the 2020-21 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
LEGETTE BLYTHE ELEMENTARY	53	50	871	822	106%	1	106%
JM ALEXANDER MIDDLE	48	54	938	1055	89%	0	89%
NORTH MECKLENBURG HIGH	116.5	108	2146	1989	108%	0	108%

The total estimated capital cost of providing the additional school capacity for this new development is \$34,000; calculated as follows:

Elementary School: **1** x \$34,000 = \$34,000

RECOMMENDATION

Adequacy of existing school capacity is a significant problem. We are particularly concerned about a case where school utilization exceeds 100% since the proposed development may exacerbate the situation. Approval of this petition may increase overcrowding and/or reliance upon mobile classrooms at the schools listed above.

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Jack Simoneau, Planning Director

Date: April 18, 2022

Subject: QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Valea Subdivision to subdivide 31.84 acres into 36 single-family lots.

EXPLAIN REQUEST:

QUASI-JUDICIAL. Conduct evidentiary hearing and consider decision on Valea Subdivision, a request by Valea Bowman, LLC to subdivide 31.84 acres located south of Dellwood Drive and east of Central Avenue primarily at 14215 Holbrooks Road into 36 single-family lots.

ACTION RECOMMENDED:

Make decision

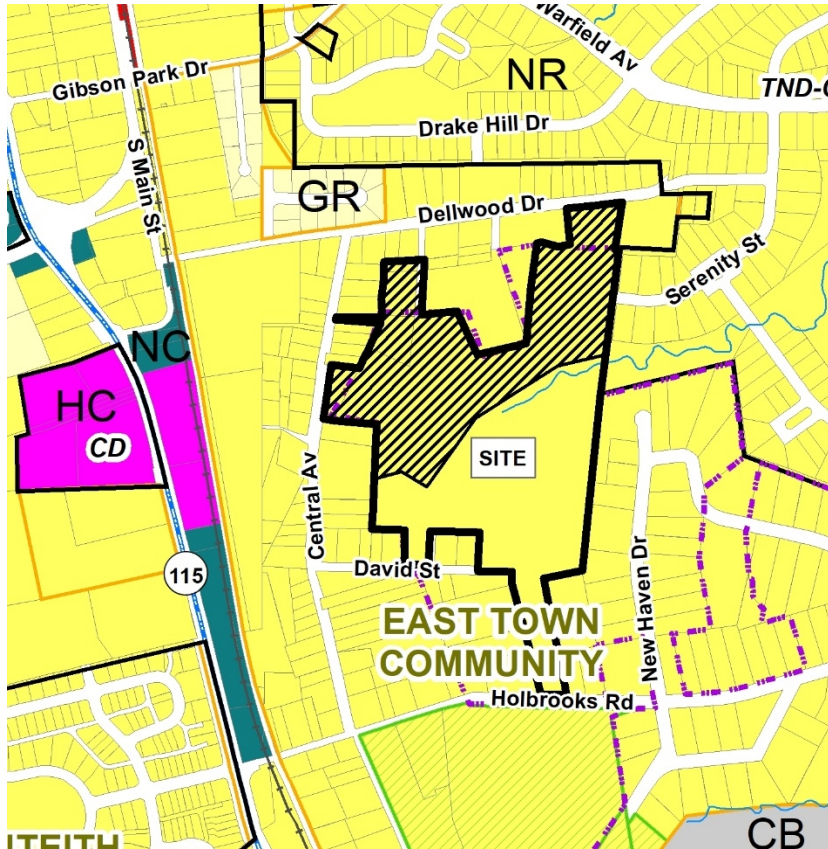
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Valea Village Staff Report
2. March 2022 PB Minutes
3. Valea_Subdivision_General_Application
4. 4676_-_Valea_Sketch_Plan
5. Valea Neighborhood Meeting 12-15-21 from developer
6. Valea Subdivison_CMS Memo Revised

Valea Subdivision Sketch Plan

PART 1: PROJECT SUMMARY



Applicant: Valea Bowman, LLC.

Property Owner(s): Valea Village, LLC.

Property Address: 14215 Holbrooks Road.

Project Size: (+/-) 31.387 acres.

Parcel Number(s): 01908108, 01908109, 01908118, 01908136, 01908137.

Current Zoning: Neighborhood Residential (NR).

Current Land Use: Vacant /wooded.

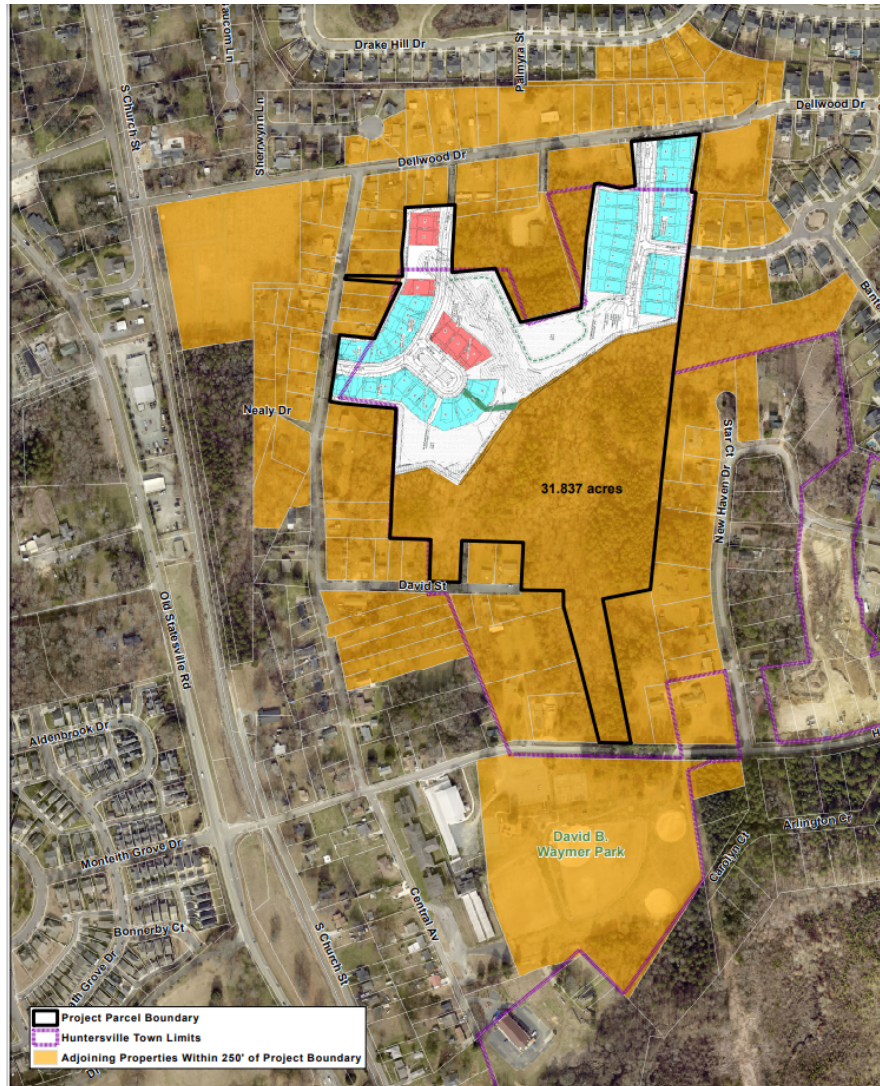
Proposed Land Use:

36 single-family homes. 1.15 Dwelling Units Per Acre, DUA with 31.837 acres. 2.17 DUA with 16.62 acres. See # 1 below.

PART 2: SITE PLAN DESCRIPTION AND ISSUES

1. Purpose: To subdivide 31.387-acres of land located east of Central Avenue, south of Dellwood Drive, and north of Holbrooks Road (shown as "site" above) into 36 single-family lots.

NOTE: The parent parcel is 31.837 acres. The proposed subdivision covers 16.62 acres of the parent parcel. The remaining 14.767 acres will have road frontage along David Street & Holbrooks Road and could be later subdivided-but would require a separate Town review process. However, there are no current plans to develop the remaining acreage. Please see map found on the following page.



2. Adjoining Zoning and Land Uses:

North: Neighborhood Residential (NR) – Single Family homes along Dellwood Drive, St. Phillip Missionary Baptist Church, and the Torrence Lytle Community Center (designated historic landmark: Huntersville School #2/Rosenwald School-see below photo)



South: Neighborhood Residential (NR) – Single-family homes along David Street & Holbrooks Road.

East: Neighborhood Residential (NR) – Single-family homes along New Haven Dr. and Serenity St. (Vermillion).

West: Neighborhood Residential (NR) – Single-family homes along Central Avenue.

3. A neighborhood meeting was held on December 15, 2021. The complete meeting summary is provided in Attachment C.
4. The proposed subdivision has 36 single-family homes and lots sizes average approximately 7,886 sq. ft. with a minimum width of 60.1 feet.
5. There are 40 specimen trees on the site. In the NR zoning district, 10 percent (4 trees) of the specimen trees are required to be saved and the developer proposes to save 8 specimen trees (20%). There are no known heritage trees on the site. Approximately 16.62 acres of the parent tract (31.837 acres) will be developed with the proposed 36-lot subdivision. 99.57% of the area to be developed, or approximately 16.55 acres, is covered by tree canopy and the developer proposes to save 3.69-acres (22%) of the canopy (10% required in NR).
6. The subdivision will be developed in one phase.
7. The developer submitted a construction traffic route map which will direct traffic via Dellwood Drive. The map was reviewed by the Public Works Director and was found to be acceptable as it is the most direct route.
8. Town staff reached out to the Historic Landmarks Commission of Charlotte-Mecklenburg regarding the proposed subdivision. The Commission's staff stated that the proposed plan does not pose any significant negative impact to the historic character of homes in the area.

Paul

Thank you for bringing this to our attention.

410 Delwood Dr. is the Historic Alexander House and has been found to be eligible for the National Register.

318 Delwood Dr. is a ca. 1915 home that was like an original part of the Pottstown neighborhood and may merit recognition and protection.

The plan shown below does not pose any significant negative impact to the historic character of the houses.

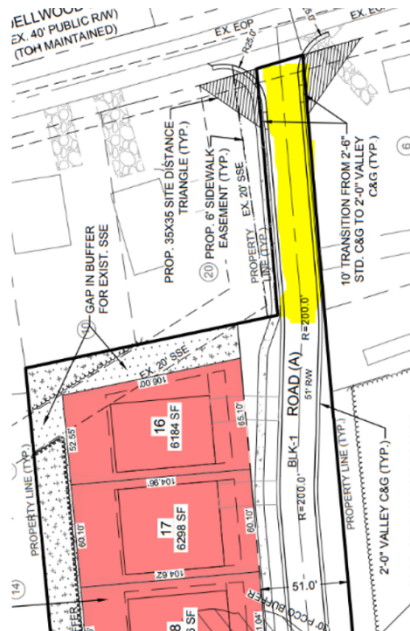
Glad to discuss.



9. The water quality concept plan has been approved.
10. A willingness to serve letter has not been provided at this time by the applicant due to Charlotte Water's capacity issues. Please note, no building permits will be issued without the availability of water and sewer.
11. Required Urban Open Space is provided via— a 4,791 sf square, and a 1,275 ft long greenway. Additionally, there will be 3.20 Acres of Common Open Space associated with the proposed development.
 - a. Staff has requested designs of the Urban Open Space to ensure compliance and high-quality design.

Note Right of Way Modification Approved By Staff: The applicant is requesting a reduced right of way width along a 147 ft section of Road A (below). The developer is proposing a 27-foot right of way in this section-which will include two-nine-foot travel lanes, 1.5' of curb & gutter sections on each side of the road, and one-five-foot-wide sidewalk. The Planning Director & the Engineering Director have reviewed the proposed alteration per the provisions of Engineering Manual and find it in keeping with those standards. Connectivity is improved via an additional connection between Central Avenue & Dellwood Drive-as well as the addition of new sidewalk along Road A & Dellwood Drive. The Directors also recognize the physical constraints associated with the proposed site. The existing cart path, which has no deed or plat references, is approximately 27 feet wide. A picture of the existing right of way/cart path is provided below right. If this modification is not permitted, the additional connection from Central Avenue & Dellwood Drive would be eliminated. Obtaining the additional right of way (ROW) needed to construct a typical 51-foot-wide road would impact the adjacent homes at 318 and 410 Dellwood Drive. Please note that both homes have historical significance (see page 3, # 8 reference from the Historic Landmarks Commission staff.

Proposed Design:



Current Conditions:

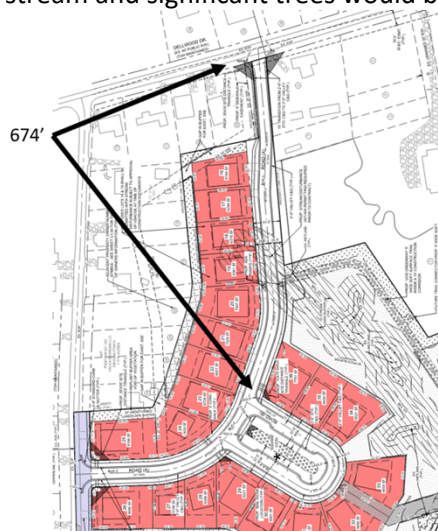


PART 3: TRANSPORTATION ISSUES/TRAFFIC IMPACT ANALYSIS (TIA)

Traffic Impact Analysis (TIA)

A TIA was not required for the development as the trip generation projected was below the Town's thresholds for requiring study.

The applicant is asking for authorization to exceed the 500' maximum block length for urban conditions because a stream and significant trees would be impacted. Staff supports this modification.

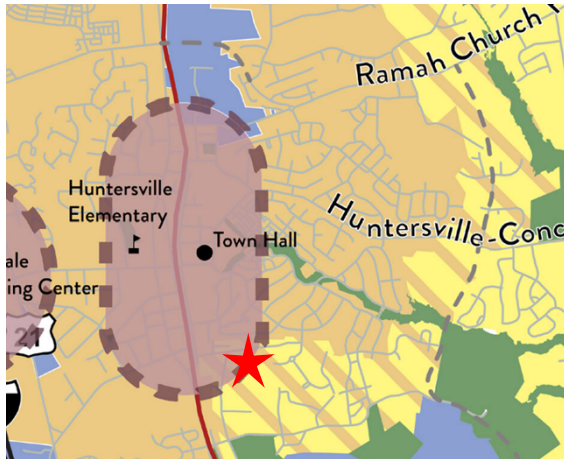


The block pattern should continue to establish the development pattern at the project edge. Where a longer block will reduce the number of railroad grade crossings, major stream crossings, or where longer blocks will result in an arrangement of street connections, lots and public space more consistent with this Article and Article 7 of these regulations, the Town Board may authorize greater block lengths at the time of subdivision sketch plan review and approval.

PART 4: PLANNING STAFF ANALYSIS

Section 6.200 of the Subdivision Ordinance outlines the "general requirements and policies to be used in the design, review, and approval" of subdivisions in the Town of Huntersville. The following staff findings are provided for the Board's consideration of the Valea Subdivision Sketch Plan.

1. Consistency with adopted public plans and policies.



Mixed-Use Centers

Mixed-Use Centers contain vertical mixed-use along key frontages. New development includes wide sidewalks, buildings are close to the street with high levels of transparency, and parking is located in the rear. A mix of housing is allowed, including urban options throughout (apartments, townhomes, cottage homes, etc.). Downtown has specific requirements for streetscape and development intensity, including a maximum first floor footprint.



Moderate Density

This area is meant to accommodate a mix of conventional residential subdivisions with larger lots and traditional neighborhood development with a mix of lot sizes, including smaller unit types and occasional attached housing. Average gross density is generally 1-3 units per acre. It may have some smaller-scale commercial or nonresidential activity at key intersections. Exact density of future development should vary based on context and site constraints including potential conflicts with adjacent development, access, and the presence of natural and/or cultural resources.

The following sections of the 2040 Huntersville Community Plan **support** this subdivision:

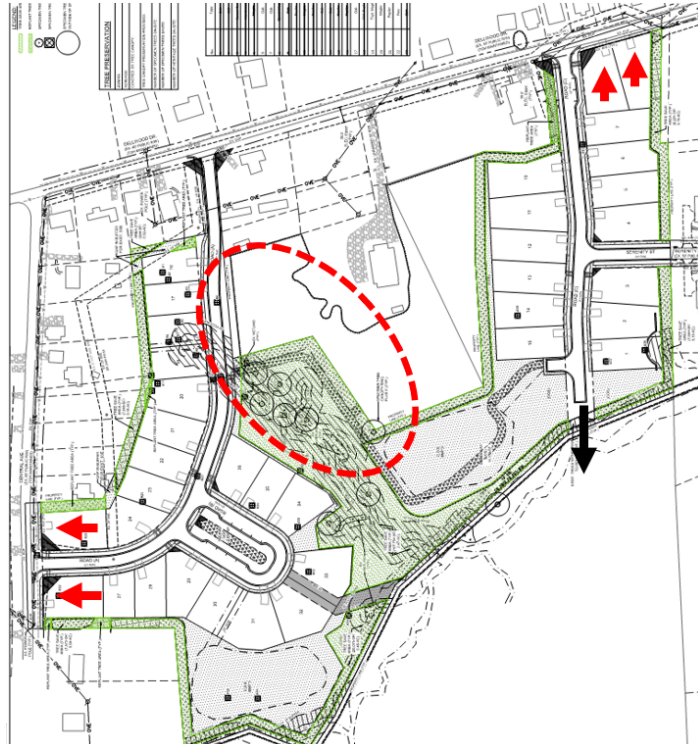
- The proposed Valea Subdivision lies within the “Mixed Use Center and “Moderate Density” Future Land Use Character Area of the 2040 Community Plan. The project’s overall density of 2.07 DUA would comply with the standard associated with moderate density development.
- **EOS 5.3: Encourage Low Impact Development (LID).** Comment: The plan will include two stormwater control devices to handle the stormwater from the site.
- **Policy EOS 8.3: Continue to require locational standards for open space in new developments. Urban Open Space should be located within walking distance of homes in new subdivisions that are not located in rural areas. Open space should be located in undivided preserves, where possible, and should be accessible to the largest number of lots with the development.** Comment: Two urban open space improvements, a square & a greenway, will be provided with this plan as well as 3.20 acres of common open space.



- **EOS 10: Improve bicycle and pedestrian facilities throughout Town.** Comment: The Valea subdivision will add over 1,500 ft of new sidewalk to Town. Also, new street connections will be constructed which will benefit both cyclists & pedestrians alike. Please note that the proposed greenway is not a part of the future Town/County greenway system.
- **LU 2.1: Higher intensity residential uses will be focused generally within two miles of the I-77/ NC-115 corridor and future activity centers in the eastern and western areas of Huntersville’s zoning jurisdiction.** Comment: The proposed development is found within the core of the Town and is within two miles of the I-77/NC 115 corridor.
- **LU 7.1: Require all new development to adhere to the following design principles:**
 - In Mixed-Use Centers, Activity Centers, Town Core, and Moderate Density Areas, streets and sidewalks are meant to be attractive and inviting. New development in these areas shall follow these principles:

- All buildings shall front a public street or open space.
- Streets should be connected, have short blocks and sidewalks on both sides of streets.
- Improve connectivity, particularly for pedestrians and vehicles.

Comment: All lots front on new public streets and over three acres of open space will be provided. The proposed development will improve connectivity in the area by providing additional connections & new sidewalk routes for residents and is generally provided throughout the development. While it is unusual for sections of a subdivision to not be connected directly with internal streets, there is a creek buffer and existing significant trees that will not be impacted by such a connection (red dotted line below). Further, when the remaining 14.77 acres of the land is developed, a connection can be made between Dellwood Road and Holbrooks Road (black arrow below).



- **LU 11.1: Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.** Comment: The homes proposed on Dellwood and Central Avenue will be facing those streets like existing homes (red arrows above) and will have a similar lot width. The new development will provide the Town with approximately 1,500 ft of additional sidewalk improvements.
- **Policy T 3.1: Continue to enhance street connectivity by requiring connections among different uses. Continue to require street connectivity among residential uses. Context-sensitive street design should be applied.** Comment: The plan, if approved, will provide another connection from Central Avenue to Dellwood Dr.
- **T 5.1: Design Street improvements with considerations for the surrounding context and various users.** Comment: The new streets found in the proposed development will be developed with both street trees & sidewalks. Street A will be narrowed-down in width to minimize impacts on 318 and 410 Dellwood Drive.

The following section of the East Huntersville Area Development Plan **support** this subdivision:

- **Pottstown Neighborhood.** Comment: The plan calls for sidewalks to be installed, and street improvements to be made. This plan will develop new street networks & over 1,500 ft of sidewalks to be established in the Pottstown neighborhood within the development.

EAST HUNTERSVILLE AREA DEVELOPMENT PLAN: HUNTERSVILLE, NORTH CAROLINA | APRIL 16, 2007



DESIGN PROPOSAL The Area Plan for west Pottstown focuses on a preservation district, proposing street improvements and renovation to existing homes. Undeveloped land presents an opportunity for possible senior housing or additional residential homes of the same scale as the context neighborhood and better connections to surrounding areas.

The following sections of the 2040 Huntersville Community Plan **do not support** this subdivision:

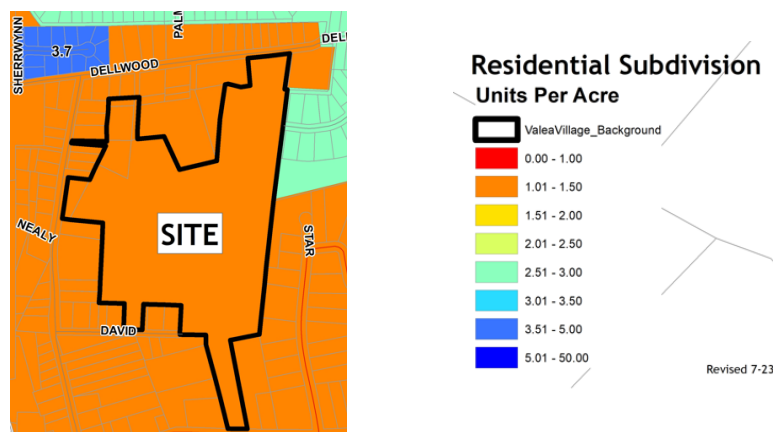
- **LU 10.1: Align housing options with resident needs and promote attainable housing options-with a mix of housing options & types.** Comment: This subdivision request does not meet this goal as it only provides one lot type, which will only support the development of single family detached homes.
- **LU 10.2: Continue to encourage a mix of lot sizes in new developments.** Comment: This subdivision request does not meet this goal as it only provides one lot size-though Valea is a smaller subdivision & thus has less opportunity for variation among lot sizes & home types.

2. Conformity.

The proposed development is in keeping with the density found in other adjacent major subdivisions including- Vermillion (2.55 DUA) and Whispering Pines (3.7DUA). The density of the proposed subdivision is 2.17 DUA (36 lots over approximately 16.62 acres) which is highlighted on the map on the next page. The parent tract that is associated with this development is 31.387 acres. Using the acreage of the parent tract, the overall density of the development is 1.15 DUA. The developer/applicant currently owns the parent parcel of approximately 31.837 acres.

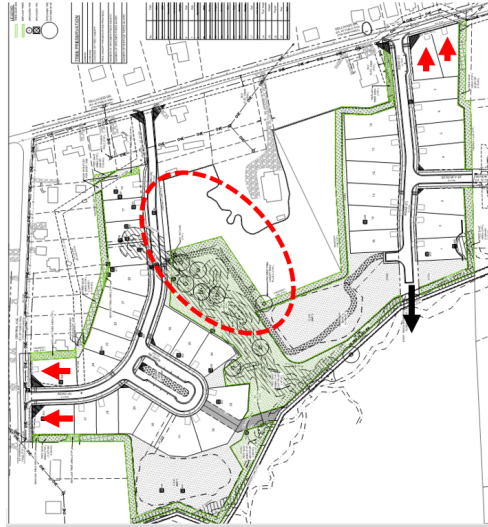
The development is showing a 20' vegetative buffer on the perimeter of the development. Additional landscaping will be provided on the exterior of the development to help blend in with the surrounding area as needed.

Density Map:



3. Access between Adjoining Properties.

The subdivision provides a connection between Central Avenue & Dellwood and connects with Serenity Street. Further, there is the potential to connect Dellwood Drive to Holbrooks Road if/when the remaining acreages is developed (black arrow below).



4. Relation to topography.

The street network and lot layout have been designed to respect the general topography of the site by working around the stream that is located at the site. The road network has also been laid out to provide additional tree save area.

5. Mature trees and natural vegetation.

The proposed project is required to save 10 percent of the tree canopy, 10 percent of the specimen trees and 100% of the heritage trees. All three of these requirements are being satisfied, as outlined in Part 2, Item 5 of this report.

6. Access to parks, schools, etc.

The Torrence Lytle Community Center is located directly adjacent to the proposed subdivision. The David B Waymer Park is located about 0.4 miles from the site. Lake Norman Charter School is 0.8 miles from the site, Huntersville Elementary School is approximately 1 mile. North Mecklenburg High School Legette Blythe Elementary and JM Alexander Middle School are located approximately 2 miles from the subdivision.

7. Discourage through traffic.

All streets are appropriately designed to discourage through traffic.

8. Relationship to railroad rights-of-way.

Not Applicable.

9. Half streets.

Not Applicable.

10. Parallel streets along thoroughfares.

Not Applicable.

11. Public School and Public Park Sites

The parcels associated with Valea Subdivision Sketch Plan have not been identified for a school or park site.

12. Public Facilities

The parcels associated with the Valea Subdivision Sketch Plan have not been identified for a public facility.

13. Proposed street names

The street names for Valea Subdivision Sketch Plan will be provided with Preliminary (Construction) Plan submission (if Sketch Plan is approved).

14. Easements.

Easements have been identified and the plans have been sent to the respective Engineering and Utility Departments for review.

15. Proposed water and sewerage system.

The developer indicated the intention to use Charlotte Water for water and sewer connections. A willingness to serve letter has not been provided at this time by the applicant due to Charlotte Water's sewer capacity issues. Please note, no building permits will be issued without the availability of water and sewer.

16. Restrictions on the subdivision of land subject to flooding.

Streams are located on the site. However, none of the site is in a designated flood zone.

17. Open Space

Two types of Urban Open Space are proposed (Square & a Greenway) as well as 3.20 acres of Common Open Space, as outlined in Part 2, Item 11 of this report.

18. Impact of Development on Public Facilities

There is no indication the proposed subdivision will adversely impact public facilities. While this section of the Ordinance does not call for the specific consideration of impact to public schools (CMS), staff contacts Charlotte-Mecklenburg Schools (CMS) for an enrollment evaluation for all major subdivision requests. According to CMS, the development will generate 17 new students who will attend local schools. Two of the school are currently facing overcrowding issues. A section of CMS's report is provided below. See Attachment D: CMS Report.

<u>Schools Affected</u>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-gc)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
LEGETTE BLYTHE ELEMENTARY	53	50	871	822	106%	7	106%
JM ALEXANDER MIDDLE	48	54	938	1055	89%	4	89%
NORTH MECKLENBURG HIGH	116.5	108	2146	1989	108%	6	108%

PART 5: STAFF RECOMMENDATION

COMPLETENESS OF APPLICATION

Town Staff has reviewed the proposed Subdivision Sketch Plan and finds the application complete.

COMPLIANCE WITH APPLICABLE REQUIREMENTS

Valea Subdivision Sketch Plan complies with all applicable requirements and is supported by findings of fact outlined in Parts 2-4 of this report, with the following conditions:

- The 500' long block length modification is approved to eliminate impacts of a stream & significant trees.
- Urban open space designs are added to the plans to ensure compliance.
- Stormwater plan approval.
- Secure a financial guarantee from the developer to fund the future extension of Road C to the lot line.
- All other plan comments are addressed.

There are several Subdivision Sketch Plan issues that staff makes **RECOMMENDATION** on:

- Collaborate with Huntersville Parks & Recreation staff to identify potential pedestrian connections to the Torrence Lytle Community Center
- Consider annexing the portions of the development not within the corporate Town limits of Huntersville.

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board reviewed the subdivision on Tuesday, March 22, 2022.

Motion: G. Baber made an Amended Motion to Approve the Valea Subdivision as the Planning Board finds the application complete. We find the application applies with all applicable requirements of Section 6.2, the Town of Huntersville Subdivision Ordinance. These findings of compliance are supported by policies EOS8.3, EOS10, LU2.1, LU7.1, LU11.1, T3.1, and T5.1 of the Huntersville 2040 Community Plan. Further, we also find the application to be in compliance with the directives of the East Huntersville Area Development Plan. This compliance is contingent upon the following items: 1) urban space designs are added to the plans to ensure compliance; 2) stormwater plan approval; 3) secure financial guarantee from developer to insure the future development of road C to the lot line. The Planning Board recommends approval of the sketch plan application with the following recommendations also: 1) collaborate with Huntersville Parks and Recreation staff to identify potential pedestrian connections to the Torrance-Lytle Community Center; 2) consider annexing the additional portions of the development; 3) applicant completes and provides an enhanced title search to ascertain the validity of the claim being disputed. S. Hensley seconded the motion.

Vote: The motion passed (8-1) with F. Gammon opposed.

PART 7: TOWN BOARD FINAL ACTION

The Town Board is tentatively scheduled to consider this request on Monday, April 18, 2022.

PART 8: ATTACHMENTS AND ENCLOSURES

- A Subdivision Sketch Plan Application
- B Valea Subdivision Sketch Plan
- C Neighborhood Meeting Report
- D CMS Report
- E March Planning Board Minutes

PART 9: DECISION STATEMENTS

Please refer to Part 5 of this report for recommendation.

In considering whether to approve an application for a subdivision sketch plan, the Planning and Town Board must complete the following (a full version can be found in [Section 6.320.5](#) of the Subdivision Ordinance).

- Is the application complete (lacking any particular requirement)? *If no member of the Board moves that the application is incomplete, then this inaction is taken as an affirmative finding that the application is complete.*

- Does the application comply with all the applicable requirements? *A statement must be made that the application complies or does not comply that includes the support documentation of the particular motion.*
- Lastly, the Board must make a motion to approve or deny based on the previous statements.

Minutes of the Town of Huntersville Planning Board

The Town of Huntersville Planning Board met virtually at 6:30 p.m. on Tuesday, March 22, 2022.

Call to Order/Roll Call

Chairman Swanick called the virtual meeting to order at 6:30 pm.

Present: S. Swanick, J. Snyder, S. Hensley, G. Baber, C. Boyd, T. Loomis, J. Wright, F. Gammon, and J. Henson

Approval of Minutes

Item 2A. Consider approval of the February 22, 2022, Regular Meeting Minutes

Motion: J. Wright made a Motion to Approve the February 22, 2022, minutes. J. Snyder seconded the motion.

Vote: The motion passed unanimously (9-0).

Prior to hearing Public Comments, Chairman Stephen Swanick requested that Staff review with the Board their role regarding subdivision reviews. Jack Simoneau, Planning Director indicated that two items on the agenda are subdivision sketch plans which when they get to the Town Board will be heard as quasijudicial items. The Planning Board role is to base your decision on if the application is designed to meet the standards of the ordinance or not and should be based upon the facts. As a reminder all motions from the Planning Board should indicate if it is reasonable and in the public interest and if it complies with the long-range plan.

Public Comments

David Doctor, resident, 13515 Serenity Street stated, “we’re within 250 feet of the proposed Valea subdivision development. We have submitted written comments and I will be brief. We bring two items to the Board’s attention, one of which you can do nothing about, it is simply to raise your awareness. It has to do with the mandatory requirement of retention basins for stormwater runoff that’s required by Mecklenburg County. We can’t do anything about it, you can’t do anything about it, but there is increasing awareness. The US Forestry Department, the Environmental Protection Agency, many forward looking states, many forward looking cities are increasingly using forestation to deal with stormwater runoff. So, the alternative that you are faced with as a result of Mecklenburg County rules is that the developer is going to have to strip all of the lovely forestry that is there now and create a pit that stormwater runs into. So again, we just raise that for heightened awareness. The other matter has to do with the connection of Serenity Street during the construction phase to the proposed development. What we request, and we have visited with Mr. Bowman many times, he is sensitive to the request. What we request is that Serenity Street not be opened to the development until such time as the development is ready for final paving. The purpose there is to keep the heavy construction traffic off of a Huntersville residential street. It is final improved with curbs, gutters, sidewalk, landscaping, etc. We witnessed when the development in our area on Banter was under construction and Serenity Street was final paved, that there was considerable damage to the street, to the roundabout that exists in that area. I think if you check your records with Public

Works, I think you will find that there were several amounts of reconstruction that was necessary after Banter was done. Serenity Street was under city maintenance at the time. So, we simply ask that Serenity Street not be opened until such time as the small development area off of Dellwood, which is 15 homes, be ready for final paving. That's all we have to say."

Dewayne Turner, 8416 Union Circle stated, "I am not in the community, but I am here representing the community. I am licensed realtor and commercial broker as well as a Chair for Fair and Affordable Housing Advisory Group. I wanted to make my presence here today to speak on behalf of the residents of Pottstown. There was some questioning regarding the new development that has been in place as well as proposed. The one thing that we are trying to be sensitive of in the community is, one of the reasons being is the tax hikes given that people in the community are typically of an income level that is not increasing as well as with the tax rates in the neighborhood. It's a matter of, I feel, involvement and inclusion and the Town's exclusion. The residents of the community are looking at alternative measures to increase the value in the properties around the community; however, there is a development already in place. There has been bucking against the development because it doesn't represent the interests of the community. I feel that with the proper voice they can be helped to articulate these things and maybe have some reconsideration regarding the development. I personally am not a person that is against redevelopment. I am personally, also, very mindful of including the people who are in that development. I am from another city where I have seen this happen before and I am looking to, if we could, create a way for everyone involved to be satisfied with the development. The tax rates have been changed in 2019 assessment, building has been going with Vermillion for many years prior to that so again, tax rates with the current populace of the community, it is changing. The values are changing; however, I feel it is going to get to a point where they are going to be priced out of the community based upon trends of development here in Charlotte. We have obtainable housing problem here and Pottstown is one of the remaining communities that is very historic and historically African American. There's a lot of integrity and history that they are looking to preserve. There have been people who have been there for five generations. I think what we are asking for on behalf of Pottstown is inclusion and having a voice to be more of a driver to what is happening in that development as opposed to having the voice mauled."

Mark McClanahan, 6731 Constitution Lane, Charlotte stated, "I am a commercial real estate broker with SV & Blackstream on behalf of my client, Ronnie Henson with North Mecklenburg Properties. I have three listings for his properties, one of which is on Church Street. The other is on North Old Statesville Road and Holbrook Road. I'm attending on a fact-finding mission and to meet the members of the community."

Veronna Wynn, 13219 New Haven Drive stated, "My property adjoins Valea Village, and I am a member of North Mecklenburg Communities United and I'm also here for that organizations representation of Pottstown. There are many reasons why I oppose the building of Valea Village. #1: The parcels that include Valea Village has at least one parcel without clear title that came from the Town of Huntersville. I have researched this thoroughly to determine through North Carolina One Geospatial Computer Mapping and the Counties Geospatial Computer

Mapping and an online time search firm has indicated that they could not find any other titles attached to property 01908108 which is attached to the Rosenwald School property. The search says that this property was sold by Hannah Holbrook in 1899 to what was then known as Huntersville Missionary Baptist Church and is now known as St Phillip Baptist Church. The deed book for this particular property is found at 140 on pages 126-128. #2: I oppose the development because of the adverse economic impact that it will have on my community, Pottstown. I sold Mr. Bowman some of that property, 27 acres but I did not know then how involved the Town was in fostering high-level development, high property homes in adjacent properties to ours. We thought that others would be able to develop that property for low-income persons living in Pottstown or elsewhere. What we know now is that the tax map, #63 shows Vermillion with over a thousand homes, Monteith Development is included in their tax map, and they are a little bitty community of 150 homes at most now. We dwindled down from 300 (homes) in the 80's to 150 (homes). The Town of Huntersville promised in their annexation papers when Sarah McAulay was Mayor that we would organize with extended utilities that the Town has not provided since that time. No new sidewalks, no new curb, we have water drainage and places holding water for after the rains have come. We know that as the gentleman earlier said, we get priced out of our current homes. Most of the people are over 65 who live there. Can they afford the new taxes? No. You should take that into consideration. That may not be legal, but it will be moral to hold off not sanctioning his development because he wants to come further, he wants to keep coming on and surrounding our development and squeezing out the neighborhood persons who have low income. If they are going to live there, it might be feasible in their minds to say move but to try to move to a neighborhood/income that they can afford. That might be hard. We know that the tax map shows we encroached and a few weeks ago when the Town Board was looking at the rescue plan dollars, the Assistant Plan Manager said that because the tax bracket and income level with the whole tax map #63 we wouldn't get any extra or any specific dollars from the Town of Huntersville for what is now the basic part of Pottstown. Another point I would like to make is that the trees in Valea Village are older than I am, older than 70 years. They haven't been touched for over 70 years. When Randy Quillen was Mayor, he approached my mom to get that land to make it a greenway which means he told her that there were a lot of hardwood trees and he told her that it would be a perfect place for Huntersville greenway to connect Main Street side through to Holbrook side, the communities. Mr. Bowman decimates trees. I have pictures going down Holbrook that shows how big bulldozers are making it all red clay. I can end up with the idea that this is also historic property. It surrounds the Rosenwald School and St Phillips Baptist Church, very historic African American properties in the Town that should not be overwhelmed by more development. Vermillion contains over a thousand homes. Thank you."

Agenda Change

Motion: G. Baber made a Motion to Amend the agenda and hear Item 4E as Item 4C. S. Hensley seconded the motion.

Vote: The motion passed unanimously (9-0).

Action Agenda

Item 4A: Consider Recommendation for Valea Subdivision, a request by Valea Bowman, LLC to subdivide 29.217-acres located south of Dellwood Drive and east of Central Avenue at 14215 Holbrooks Road into 36 single-family lots.

J. Simoneau, Planning Director entered his staff report into the record, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Staff provided a summary of the request to subdivide 16.62 acres of an overall 31.837-acre tract, to develop 36 single family lots for a proposed density of 2.1 units/acre. All lots are 60' wide or greater therefore no on street parking is required. The proposed lot sizes are 5,106 – 9,948 square feet which on average is 7,886 square feet.

The previous modification request to reduce the buffer along St Phillips Baptist Church has been withdrawn and the applicant will have a full 20' buffer in place.

Staff reviewed the comments provided by Stewart Gray, Historic Resources Program Manager with Mecklenburg County which indicated that 410 Dellwood is the Historic Alexander House and eligible for the National Register, and 318 Dellwood Drive is a circa 1915 home that was likely an original part of the Pottstown neighborhood and may merit recognition and protection. The plan shown does not pose any significant impact to the historic character of the houses. The goal of Planning and Engineering staff is to not negatively impact those properties. The proposed road will be made up of two 9' travel lanes, 1.5' of curb and gutter on each side, 4' sidewalk on one side of the street that could potentially increase in width if there is additional width available with no grass strip or street tree requirement.

F. Gammon asked why there is no 20' buffer requirement or modification for the proposed road to the existing residential. Staff responded that similar to Holbrook Road at Hillcrest Road this can be administratively determined based on the right of way being narrow.

Staff reviewed the block length waiver request to create a 674' long block. Staff supports this request because the options for adjusting this would be limited by a creek, significant trees, the historic Rosenwald school and the existing development.

Additionally, the two parcels facing Central Avenue will have the homes oriented to face the existing streets.

Motion: G. Baber made an Amended Motion to Approve the Valea Subdivision as the Planning Board finds the application complete. We find the application applies with all applicable requirements of Section 6.2, the Town of Huntersville Subdivision Ordinance. These findings of compliance are supported by policies EOS8.3, EOS10, LU2.1, LU7.1, LU11.1, T3.1, and T5.1 of the Huntersville 2040 Community Plan. Further, we also find the application to be in compliance with the directives of the East Huntersville Area Development Plan. This compliance is contingent upon the following items: 1) urban space designs are added to the plans to ensure compliance; 2) stormwater plan approval; 3) secure financial guarantee from developer to insure the future development of road C to the lot line. The Planning Board recommends approval of the sketch plan application with the following recommendations also: 1)

collaborate with Huntersville Parks and Recreation staff to identify potential pedestrian connections to the Torrance-Lytle Community Center; 2) consider annexing the additional portions of the development; 3) applicant completes and provides an enhanced title search to ascertain the validity of the claim being disputed. S. Hensley seconded the motion.

Vote: The motion passed (8-1) with F. Gammon opposed.

Motion: C. Boyd made a Motion to Recuse Jay Henson from the discussion of Item 4B. J. Snyder seconded the motion. The motion passed (8-0).

Item 4B: Consider Recommendation on Petition #R21-17, a request by HFH Partners, LLC to rezone (+/- 3.8 acres) 202, 204, 206, 208 Gilead Rd from Neighborhood Residential District to Traditional Neighborhood Development Urban Conditional District for a mixed-use development (Parcel #s 01712112, 01712111, 01712110, 01712109). (Brian Richards)

B. Richards, Assistant Planning Director entered his staff report into the record, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. Staff provided a summary of the rezoning request. The proposed use includes up to 19,000 square feet of commercial and 29 townhomes at a density of 7.6 units per acre.

The tree survey has been revised with a report from an arborist indicating that many of the trees are in poor health. Following that revision 2 specimen trees will be saved, 3 are required so the applicant will consider mitigation via on site planting and fee in lieu based on what will be most appropriate.

The applicant is requesting four modifications. The first is for buffer yard reduction from 20' to 10' along the east and north property lines as well as small reduction on the west property line where there is an existing HVAC system. Staff is in support of this request and notes that the applicant is offering a higher percentage of evergreen plantings and a 6' privacy fence along the east property line to mitigate visual impact.

The second modification is for a rear setback of 14' versus the required 20-25' to allow for urban open space to be maximized. Staff is in support of this request and notes that the applicant is offering a well-designed pedestrian passageway for the interior townhomes to front.

The third modification is for a height of 33' for the townhomes that front Gilead Road where the maximum height allowed is 30' to break up the building facades and allow for the integration of vertical relief and varying architectural features. Staff is in support of this request as it is in keeping with the intent to have some architectural interest.

The fourth modification is for internal landscaping. One front and one rear yard canopy tree are required. The applicant is requesting this be waived due to small lots and the inability for canopy trees to survive and flourish. Staff is working with the applicant on this request to

identify where trees can be planted on site and would consider mitigation if the full requirement could not be met on site.

The proposed site falls within the Town Core and Downtown – Tier 2. The proposed uses are supported by the Huntersville 2040 Community Plan. The 2006 Downtown Master Plan which is currently being updated indicated right-of-way improvements. The applicant is offering 80' of right-of-way and Engineering is requesting 100' of right-of-way per the unfunded STIP project U-5807. Gilead Road is designated a minor thoroughfare and as such our current ordinance requires only 70' of right-of-way.

The applicants Jay Henson and Brian Hines, 121 Gilead Road explained that the townhomes are oriented to face Gilead Road with the Cottage style townhomes with a lower profile and elevation that front a large open green area. The commercial space along Gilead Road is a 2-story flex space. The yellow house and garage will remain that will turn into some sort of commercial space. The applicants have been working to achieve an access easement to the greenway from the project and will reserve a right-of-way to accomplish this if approved by CMS, Mecklenburg County and the Town of Huntersville. The applicant explained that they are exploring an alternate underground stormwater system utilizing pervious pavers with no catch basins or pipes which will make the parking lot and the alley.

S. Swanick asked how this will compare to a traditional asphalt parking lot. J. Henson responded it will be an interlocking paver with small stones that immediately accepts water.

Abe Lehman, 6020 Stephens Road Huntersville NC is the builder for the Townhomes and stated that this similar paver system is being used currently on a project in Davidson. It has worked fantastically and through construction there has been no issue. There is no curb or gutter, and it gives a very pretty finish.

Motion: F. Gammon made a Motion to Approve R21-17, Gilead Road Mixed Use, from Neighborhood Residential (NR) to Traditional Neighborhood Development Urban Conditional District (TND-U-CD). The Planning Board finds that the rezoning is consistent with Huntersville Zoning Ordinance Articles 11.4.7(d), 11.4.7(e), and Huntersville 2040 Community Plan policies LU2.1, LU5.1, LU5.3, LU6.2, LU6.3, LU7.1, LU8.1, LU8.2, EV2.3, DT1.3, and DT11.1. It is reasonable and in the public interest to amend the zoning ordinance because the rezoning is consistent with the envisioned uses and development pattern set forth in the 2040 Community Plan and 2006 Downtown Master Plan. The Planning Board further recommends approval of Modification #1 (buffer yard), modification #2 (rear setback), modification #3 (building height) all of which are in keeping with the spirit of the ordinance and therefore supported. Although the Planning Board is inclined to recommend approval of modification #4 (front and rear yard trees) the Planning Board supports staff's request to continue discussions to explore options or mitigation. Further, this recommendation for approval is contingent upon the applicant addressing all outstanding Staff comments. J. Snyder seconded the motion.

F. Gammon stated that he attended the neighborhood meeting to listen to what the locals had to say, and the feedback was positive regarding what is proposed.

J. Sny agreed that the project is a welcome mix use. The applicants have demonstrated their desire to restore through their offices and now with incorporating 208 into this project is another good example of growth and keeping what we can from the old as well.

T. Loomis commented that she loves the concept and the pavers, and she thinks that incorporating some rooftop accessory use may be another good option to consider relative to the text amendment that will be discussed later.

S. Hensley commented that the two different housing types and mixed-use development is a refreshing take.

S. Swanick commented that it is a great project.

Vote: The motion passed unanimously (8-0) with J. Henson recused.

Motion: F. Gammon made a Motion to Reinstate J. Henson. J. Sny seconded the motion. The motion passed (8-0).

Item 4C: Consider recommendation on Petition #TA22-01, a request by the Town of Huntersville Planning Department to amend Articles 11.4.3(a), 11.4.9, and 12.2.1 of the Zoning Ordinance to clarify the Down-Zoning definition and initiation of the process. (Kayleigh Mielenz)

K. Mielenz, Planner I entered her staff report into the record, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. Staff provided a summary of the request to update the ordinance to come into compliance with state statute 160D.

F. Gammon asked if the definition and time lapse were sufficient. Staff commented that the portion identified has not proven to be an issue and has been written as stated since 1996.

S. Hensley asked for confirmation that the change from our current three years to the proposed two years is directly due to state statute 160D. Staff confirmed this is directly due to compliance with the state statute.

Motion: C. Boyd made a Motion to Approve TA22-01, the Planning Board recommends approval based on the amendment being consistent with all policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with state legislature, it is reasonable and in the public interest to amend the zoning ordinance because it is necessary to coordinate the Huntersville Zoning Ordinance to comply with state legislature. S. Hensley seconded the motion.

Vote: The motion passed unanimously (9-0).

Item 4D: Consider a recommendation on Petition #TA21-15, a request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 8.7, 12.2.1, 4, 7.10, and 7.11 to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height. (Jack Simoneau)

K. Mielenz, Planner I entered her staff report into the record, a copy of which is attached hereto as Exhibit E and incorporated herein by reference. Staff provided a summary of the request to allow and place standards for rooftop amenities that exceed the maximum building height, not for buildings that do not exceed maximum building height. The proposed amendment would affect shopfront mixed-use buildings and apartment type buildings only.

North State Development would like to add a 750 sq foot amenity space on top of a mixed-use building that is already proposed to meet the maximum building height. Currently this would not be permitted. The approved rezoning height is 52.5 feet. An illustration was shared demonstrating the current proposed structure and a revised structure that would be submitted with a rooftop pergola in the event this amendment is passed.

Staff reviewed area communities for research on access, building height, locations, size, and setbacks. The proposed amendment allows for the rooftop space to count towards 1,500 square feet of urban open space if the space is accessible to all residents.

The Ordinance Advisory Board did not recommend approval. The public hearing yielded one public speaker that was not in favor the amendment due to their concerns for adequate protection of surrounding properties. Several commissioners made comments that they had concerns with the potential impacts to neighboring properties and its association with the North State project. Planning Staff recommends approval.

G. Baber asked if the maximum size permitted is 1,500 square feet. Staff responded that is the maximum space allowed for buildings that exceed the maximum building height. If a rooftop amenity was within the allowed building height it could be much larger but similarly would only count 1,500 square feet towards urban open space.

C. Boyd asked relative to the comment from the public hearing if the concern was someone throwing something off of the building or what was expressed and if these same issues are addressed with buildings that do not exceed the maximum height. Staff stated that there have been some comments relative to safety and privacy as well as noise and light pollution which is why those are addressed specifically in the proposed amendment. If the rooftop amenity did not exceed the maximum allowed building height, then the additional restrictions to amplified sound and exterior lighting being off by 11:00 p.m. would not apply. There are no additional safety measures when the building does not exceed the maximum allowed building height.

T. Loomis asked if this would apply to any other projects in Town and if there would be landscape requirements or if this could simply be concrete and chairs. Staff confirmed there are no other projects submitted requesting this accessory use at this time and the proposed

ordinance states that the area shall have landscaping materials. An applicant would then have to show the proposed layout and staff would identify if it met the spirit of the ordinance or would deny it and the applicant could appeal the decision to the Board.

G. Baber asked if there is a difference in requirements of urban open space and green space. Staff identified pages 6-13 of the subdivision ordinance outline the requirements which include the landscaping.

J. Henson asked if staff could show where this is being proposed relative to the North State development. Staff identified that it is proposed at the corner of Gilead and Street A which is the road that currently buffers the existing Town building on the Northwest side.

S. Swanick asked F. Gammon, Planning Board member on the Ordinance Advisory Board to provide some comments as to the split vote. He stated that his understanding was that the vote was split because not enough was offered, it was too specific for one project and should offer even more.

F. Gammon asked staff for confirmation that this accessory use could be built with this amendment but would only be eligible to count towards open space if it is accessible by all residents. Staff confirmed that is correct.

S. Hensley asked if the open space consideration is currently allowed when a building does not exceed the maximum height and if the concept of urban open space is meant to serve only the community it is within or the community whether you live there or not. Staff responded that a rooftop amenity as open space has never been requested and therefore never considered but this amendment would make that possible. Urban open space is meant to serve the community it is within and typically the maintenance is funded through that community's homeowner's association. It can additionally be open to the public.

J. Snyder asked staff to share the rationale behind limiting the amplified music due to exceeding the height versus no limitation to amplified sound for a building at a lower height, and why a rooftop amenity amendment is not being proposed regardless of building height that addresses all of these issues. Staff responded that these limitations were taken directly from neighboring municipality ordinances where it appears the goal is to regulate what may be a concern due to the exceeded height. All developments would be subject to noise and light ordinances regardless of building height. An overall amendment will likely be needed in the future for more building types, but this will be a learning experience.

C. Boyd commented that he agrees with the statement that if it needs to be regulated it should be for all rooftop amenities and not just if the building exceeds the height allowed.

G. Baber commented that to avoid another text amendment he has concerns that a building regardless of size is allowed the same 1,500 square foot limitation. Staff responded that a

future rooftop amenity amendment will likely be needed but that was not the goal with this amendment.

F. Gammon made a comment that this is the first and only four-story building in Downtown. Huntersville is going to have to quickly identify what they want to be and look like and this will be a feature that will need to be included in that discussion.

Motion: S. Hensley made a Motion to Approve TA21-15, the Planning Board recommends approval based on the amendment being consistent with policies LU8, LU8.2, LU11, LU11.1, DT1.1, DT1.4, and DT11.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest because as the Town continues to grow it will take on more urbanized form and we expect to see greater desire for more rooftop amenities. S. Swanick seconded the motion.

S. Hensley commented that the proposed amendment could serve to enhance what is allowed and there seems to be a consensus that an urban open space is an amenity to a building and there does not seem to be a reason to penalize a pending project that has the ability and desire to incorporate this now just because we believe it could be written and done better in the future.

S. Swanick commented that this is often how new ideas are shaped. A developer may ask for something that has not been considered previously and the amendment should be crafted to make this a viable option for anyone even if the idea stems from a singular project. It has also been our practice to go back and amend further as needed to create additional improvements.

F. Gammon asked if an amendment could be made to include citing policy LU 7.2 in the motion which is stated in the staff report. **S. Hensley accepted the amendment. S. Swanick accepted the amendment.**

G. Baber stated that he is still split in his decision on this, and he does not want this to penalize the developer, but he is also torn between possibly kicking this back to staff to improve the wording and regulations. He is in support of rooftop amenities but the limitation of 1,500 feet is still a concern that he would like to get right.

S. Hensley commented that he agrees we want to get it right, but he will go back to what staff stated that this is intended to be an accessory use, given typical building sizes for these building types 1,500 square feet actually feels right and, in the future, if a large building is proposed then an amendment may be necessary.

J. Snyder commented that it is a use and option that he would like to see available, he has a better understanding of what staff's intention is, and he would be fine with this as a starting point. Regardless of that he will not be voting for it due to his conflict that the applicant proposing this is the Town of Huntersville instead of North State Development and the language feels very crafted to their specific circumstances. Staff responded that when the applicant presented the accessory use that staff felt it would be a good addition for the whole town, but the

amendment needed to be thoroughly researched and compared to area municipalities. As this applies to North State Development this amendment is much more than what they were proposing of 750 square feet and no need for Urban Open Space.

Vote: The motion passed (7-2) with J. Sny and T. Loomis opposed.

Item 4E: Consider Recommendation for Hill Street Subdivision-Phase 3, a request by Hill Street Bowman, LLC to subdivide 0.401-acres located at the intersection of Hill Street & Huntersville-Concord Road at 13895 Hill Street, Parcel # 01905211, into 6 town home lots.

D. Peete, Principal Planner entered his staff report into the record, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. Staff provided a summary of the request to develop six townhome lots with a private alley access drive. Staff identified that the townhomes on the Southwest side will front an urban open space that will either be the future greenway or a park. The applicant would prefer to have the coordination with Mecklenburg County and the greenway completed but either option will be acceptable to staff.

Staff finds the application complete. There are three additional comments that include that the urban open space greenway is coordinated with Mecklenburg County, stormwater concept plan is approved by Town Engineering, and all outstanding redline comments are addressed.

C. Boyd asked what the view along Huntersville-Concord will be like with the development and/or the greenway. N. Bowman, 205 South Church Street stated that the buildings are partially below grade, and they will wait for Mecklenburg County to identify what they want for the greenway access and then they will landscape around that.

G. Baber noted that the Willingness to Serve is outstanding. Staff commented that they do not have it, but the notes already indicate that issuing of permits is contingent on this being obtained.

Motion: J. Wright made a Motion to Approve the Hill Street Phase 3 Sketch Plan as the Planning Board finds that the application is complete. The Hill Street Subdivision Phase 3 Sketch Plan complies with all applicable requirements and is supported by the Findings of Fact outlined in parts 2-4 of the Staff Report. The Planning Board recommends approval of the proposed subdivision sketch plan with the condition: 1) urban open space greenway is coordinated with Mecklenburg County; 2) Stormwater plan is approved with engineering at the preliminary plan state; 3) that all other minor site plan/redline comments are addressed. J. Sny seconded the motion.

Vote: The motion passed unanimously (9-0).

Item 4F: Consider recommendation on Petition #TA 22-02, a Zoning Ordinance text amendment by the Huntersville Town Board affecting the Neighborhood Residential, Neighborhood Commercial, Town Center and Highway Commercial zoning districts by removing the ability to exceed 30 percent attached houses (row house, townhouse or

duplex), apartment buildings and mixed-use buildings (commercial & residential in one multi-story building) in major subdivisions located within ¼ mile of designated rail transit stations (3.2.4(d)(4), 3.2.6(d)(4), 3.2.5(d)(4), 3.2.7(d)(4)(a)). (Jack Simoneau)

J. Simoneau, Planning Director entered his staff report into the record, a copy of which is attached hereto as Exhibit F and incorporated herein by reference. Staff provided a summary of the request to remove the ability to develop greater than 30% attached housing within ¼ mile of designated rail stations. Staff stated that the Town Board has requested that this amendment be proposed because the transit rail is not coming any time soon.

Staff reviewed a summary of the current zonings and how they would be affected by this amendment. There are additional zonings that would allow for greater density if an applicant chose a lot within that zoning or to request rezoning to one of those designations.

S. Swanick asked for confirmation that the by-right greater than 30% attached housing will be going away and if it can still be achieved through rezoning. Staff confirmed that is correct within the ¼ mile of proposed transit rail stations and it is absolutely an option in other zoning districts, likely on parcels adjacent to zoning that currently allows that density and not as a spot zone.

J. Sny asked for clarification related to future development of 100% townhomes versus condominiums. Staff responded that 100% townhomes would likely be a major subdivision that would likely require stormwater which likely would not be approved. Staff stated that the only way to achieve that would be to strike out apartment building and mixed-use building which would be a limited strike-out of the proposed amendment. Staff confirmed that 100% condominiums in one building would be approved.

S. Swanick asked if parcels adjacent to Town Center zoning could seek rezoning to Town Center. Staff confirmed they could, but this amendment would remove the attached housing option from Town Center zoning as well. Staff stated that there is currently a Downtown Plan underway that will review the need for residences in proximity to businesses to achieve future growth. This Plan could potentially bring about code change that will affect this or similar zoning based on future Downtown growth but not based on future transit.

J. Henson stated that he has researched this and commented that he is not under contract with any clients that are pursuing this type of zoning, nor does it relate to the project discussed earlier this evening. He continued that he has looked at three existing sites to determine what exactly the problem is with this current ordinance. The lots yielded the same number of apartment units as they would attach housing which would become the only available option following this amendment. He stated he is not sure that the win is to only allow apartments and he struggles with taking away home ownership when the density is the same.

F. Gammon commented that the allowance of density in the Downtown area has never been the issue for him, it has been how it has been allowed. We have allowed unlimited by-right density based on the fact that they will exist within ¼ of a mile of a non-existent rail station

based on a commuter rail that is not even proposed to happen. It is his understanding that the removal of basing these decisions on non-existent transit stations will allow for discussion on the correct way to allow for density under existing zoning options and possible future options that will be introduced.

J. Henson suggested that possibly the Steering Committee should be making a recommendation for the Downtown as this seems to be trying to address two different issues that should be separated, Downtown and transit rail stations.

S. Swanick replied that it is his understanding that the issue is with the boundaries being created by non-existent rail stations and the goal is to change what factors the decision for possibly density. In his opinion the error in the proposed amendment is to include Town Center zoning in this amendment. Staff responded that the amendment before the Board does not accomplish this because it is based on the request by Town Board and it would not surprise staff if changes will be proposed through the Downtown Plan Steering Committee which will look at the land uses, transportation uses and more.

Motion: F. Gammon made a Motion to Approve TA22-02, Allowed Density Near Rail-Transit Stations, as written. The proposed amendment is consistent with Huntersville 2040 Community Plan policies LU2.1, LU5.1, LU10.1, LU11.1, DT1.1, DT1.2, DT1.3, DT2, DT11.1, and DT11.2. It is reasonable and in the public interest to amend the zoning ordinance because: 1) TA22-02 removes any reference of allowed density based upon the proposed locations of rail-transit stations; 2) A variety of residential building types and rezoning options are still allowed by the zoning ordinance. S. Swanick seconded the motion.

F. Gammon commented that he is in agreement with the Town Board on this one that decisions should not be made on something that does not exist and does not appear will exist in our future. It will be the Town Boards responsibility in conjunction with the public on how they want to replace this or address this in the future and the public will be sure to let them know what they want as well.

S. Swanick commented that he seconded the motion because despite his questions and concerns he does support removing the non-existent transit station from the decision making. Any other problem solving goes beyond that.

C. Boyd asked if the motion needs to include anything regarding the problem solving or if we should simply let it play out and take however long it takes.

S. Swanick commented that he is the Planning Board representative to the Downtown Plan Steering Committee, and he would be happy to take comments to that group regarding this.

Substitute Motion: J. Sny offered a Substitute Motion to Defer this item until the public hearing is closed. S. Swanick seconded the motion for discussion.

J. Snyder commented that the public hearing was extended due to one of the sponsors or co-sponsors not being present for the public hearing. It was extended until April 4, 2022. He stated that while he is not opposed to removing it, he is not a fan of repeal and not replace. We hope the replacement is coming and he would be the most open to waiting for that replacement.

F. Gammon commented that he sees no reason to hold up as the sponsor was dealing with a family matter and this request fits what he was requesting. J. Snyder commented that he does not disagree, but the Town Board felt it necessary to hold the Public Hearing open which is his rationale to also not making a decision on this at this time. F. Gammon responded that there was a public hearing, and the amendment is what the sponsor requested so he sees no need in keeping this open. With a decision from the Planning Board, it would be possible for the Town Board to open the Public Hearing on April 4, 2022, and make a decision on the same evening and without the Planning Board recommendation it would be delayed to May. Staff confirmed that without the Planning Board recommendation would be necessary for the Town Board to take action on April 4, 2022.

Substitute Motion Vote: The motion to defer failed (2-6-1) with C. Boyd, G. Baber, T. Loomis, S. Swanick, J. Wright and F. Gammon opposed and S. Hensley abstaining.

G. Baber commented that while the intent may have been to slow density he will still vote for this motion because the relation to the transit rail station being removed is something he supports as it now seems arbitrary.

T. Loomis commented that she agrees that the imaginary line from the transit station seems arbitrary and because of this she is okay removing it regardless of the end goal.

J. Snyder agreed that the line does now seem arbitrary, but the density does still belong in Downtown, and he is not a fan of repealing this and not replacing this which he would be in support of doing all at once.

Original Motion Vote: The motion passed (6-2-1) with J. Snyder and J. Henson opposed and C. Boyd abstaining.

Other Business

No other business.

Adjourn

Motion: J. Snyder made a Motion to Adjourn. C. Boyd seconded the motion.

Vote: The motion passed unanimously (9-0).



General Application

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

1. Application Type

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

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

SUBDIVISION CATEGORIES: Per the
Huntersville Subdivision Ordinance

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

2. Project Data

Date of Application 10/08/2021

Name of Project Valea Subdivision Phase # (if subdivision) _____

Project Address 14215 Holbrooks Road, Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01908108, 01908109, 019808118, 01908136, 01908137A, 01908137B,

Current Zoning District NR Proposed District (for rezoning only) _____

Property Size (acres) 16.41 Street Frontage (feet) _____

Current Land Use Vacant, wooded

Proposed Land Use(s) Single Family Residential

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

3. Description of Request

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

To subdivide the subject property in to single family residential lots with associated land development improvements in accordance with the Town of Huntersville's zoning ordinance.

4. Site Plan Submittals

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

5. Outside Agency Information

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

6. Applicant

Printed Name Valea Bowman, LLC Phone (704) 875-9704
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature  Printed Name: Robert Bowman

Title MANAGER Email natebowman15@gmail.com

Address of Applicant 13815 Cinnabar Place, Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name *See attached Phone _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Printed Name _____

Title _____ Email _____

Address of Property Owner _____

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

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

8. Development/Design Firm Contact Information

R. Joe Harris & Associates, Inc. Doug Timbrell (803) 578-9629 dtimbrell@rjoharris.com
Development Firm Name of Contact Phone Email

Design Firm Name of Contact Phone Email

Contact Information

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



General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application 10/07/2021 Application Number _____
Name of Project Valea Subdivision Phase # (if subdivision) _____

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name Valea Village, LLC Gary D. Waldman Phone Number _____
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature X Gary D. Waldman Parcel ID(s): 01908118, 01908137A, 01908137B

Title Manager Email waldmanga@gmail.com

Address of Property Owner/Applicant 3708 Arcadia Street, Skokie, IL 60076 630 DUNDIG ROAD, # 120
NORTH BLOOMING, IL 60062

* ^ Printed Name _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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

Signature _____ Parcel ID(s): _____

Title _____ Email _____

Address of Property Owner/Applicant _____

* ^ Printed Name _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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Signature _____ Parcel ID(s): _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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

* If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

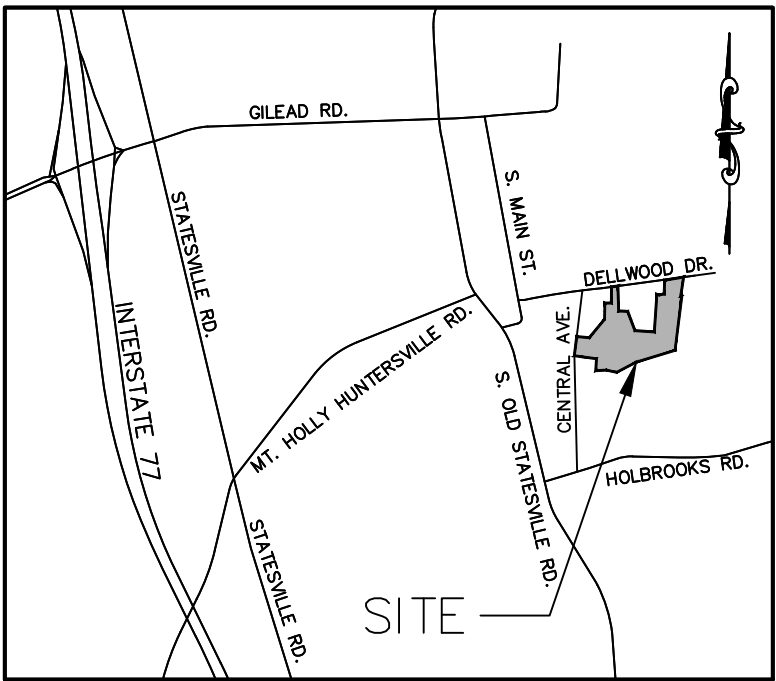
VALEA SUBDIVISION SKETCH PLAN

TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY, NORTH CAROLINA
EPM #429253
PID #'s: 01908108, 01908109,
01908118, 01908136

PREPARED FOR :

BOWMAN DEVELOPMENT GROUP

13815 Cinnabar Place
Huntersville, North Carolina 28078
Phone: (704) 875-9704



VICINITY MAP - N.T.S.

PLAN SHEET INDEX	
Sheet Number	Sheet Title
C0.00	Cover
C1.00	Existing Conditions
C2.00	Overall Site Plan
C2.01	Site Plan
C2.02	Site Details
C2.03	Four Step Process
C3.00	Grading Plan
C3.01	Road C & Serenity Street Plan & Profile
C4.00	Landscape Plan
C4.01	Tree Perservation Plan
C5.00	Pre-Drainage Map
C5.01	Post-Drainage Map
C6.00	Utility Plan
C7.00	Frontage Improvement Plan

PROJECT NOTES:

- STREET TREE LOCATIONS ARE SUBJECT TO CHANGE DURING CONSTRUCTION PLAN PHASE TO SATISFY THE TOWN'S ENGINEERING STANDARDS AND PROCEDURES MANUAL.
- ALL RETAINING WALLS REQUIRING SPECIAL INSPECTIONS (>5' IN HEIGHT) SHALL MEET THE REQUIREMENTS OF THE MCSBC CHAPTER 17 - SPECIAL INSPECTIONS AS DETAILED PER THE MECKLENBURG COUNTY CODE ENFORCEMENT SPECIAL INSPECTIONS PROCESS. ADDITIONALLY, COPIES OF THE RETAINING WALL PLANS SHALL BE SUBMITTED TO THE HUNTERSVILLE ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. THE TOWN OF HUNTERSVILLE SHALL BE COPIED ON ALL STATEMENTS OF SPECIAL INSPECTIONS, SPECIAL INSPECTIONS FINAL REPORTS, AND DESIGN PRINCIPAL IN RESPONSIBLE CHARGE (DPIRC) LETTERS.
- THE TOWN OF HUNTERSVILLE REQUIRES THAT ALL STREETS PROPOSED TO BE TAKEN OVER BY THE TOWN FOR MAINTENANCE BE REVIEWED, INSPECTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA FOR ADEQUATE CONSTRUCTION. REVIEW OF THE STREET CONSTRUCTION BY THE CERTIFYING ENGINEER IS REQUIRED THROUGHOUT THE CONSTRUCTION PROCESS. REFER TO THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL FOR ADDITIONAL INFORMATION INCLUDING THE REQUIRED CERTIFICATION FORM.
- ONCE THE STREETS ARE ACCEPTED BY THE TOWN, STREET TREES SHALL BE MAINTAINED AND CARED FOR THE BY PROPERTY OWNER ADJACENT TO THE TREE EXCEPT IN SUBDIVISIONS WHERE THE PROPERTY OWNER ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE (ZO, ARTICLE 7.3.7).
- THE TOWN OF HUNTERSVILLE REQUIRES THAT ALL STREETS PROPOSED TO BE TAKEN OVER BY THE TOWN FOR MAINTENANCE BE REVIEWED, INSPECTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF NORTH CAROLINA FOR ADEQUATE CONSTRUCTION. REVIEW OF STREET CONSTRUCTION BY THE CERTIFYING ENGINEER IS REQUIRED THROUGHOUT THE CONSTRUCTION PROCESS. REFER TO THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL FOR ADDITIONAL INFORMATION INCLUDING THE REQUIRED CERTIFICATION FORM.

March 1, 2022

PREPARED BY:



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

1186 Stonecrest Blvd., Tega Cay, SC 29708 Phone: (803) 802-1799

NOTE:
APPROVAL OF THIS SKETCH/CONCEPT PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL AND/OR VESTING OF THE FINAL PRELIMINARY/CONSTRUCTION PLAN.

FINAL PRELIMINARY/CONSTRUCTION PLAN WILL BE REVIEWED FOR COMPLIANCE PER ALL TOWN, COUNTY AND STATE REGULATIONS IN EFFECT AT TIME OF SUBMITTAL.

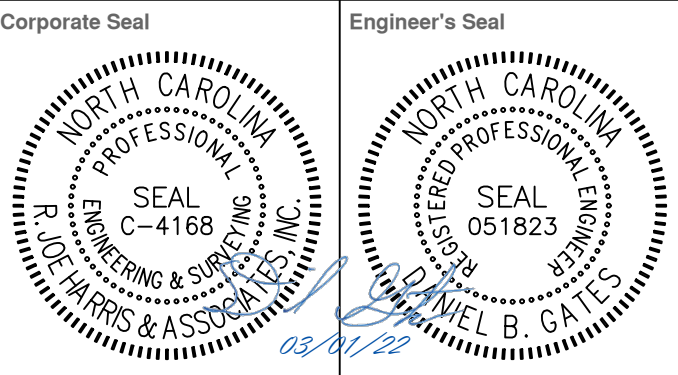


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www.rjoe-harris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.



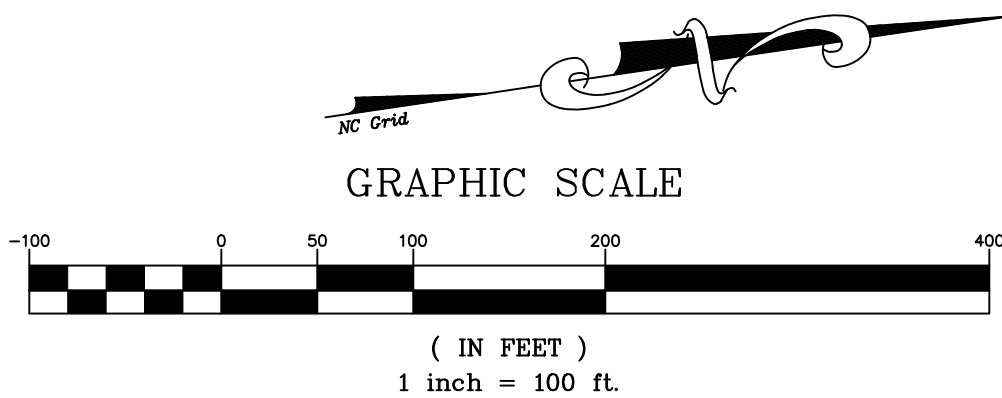
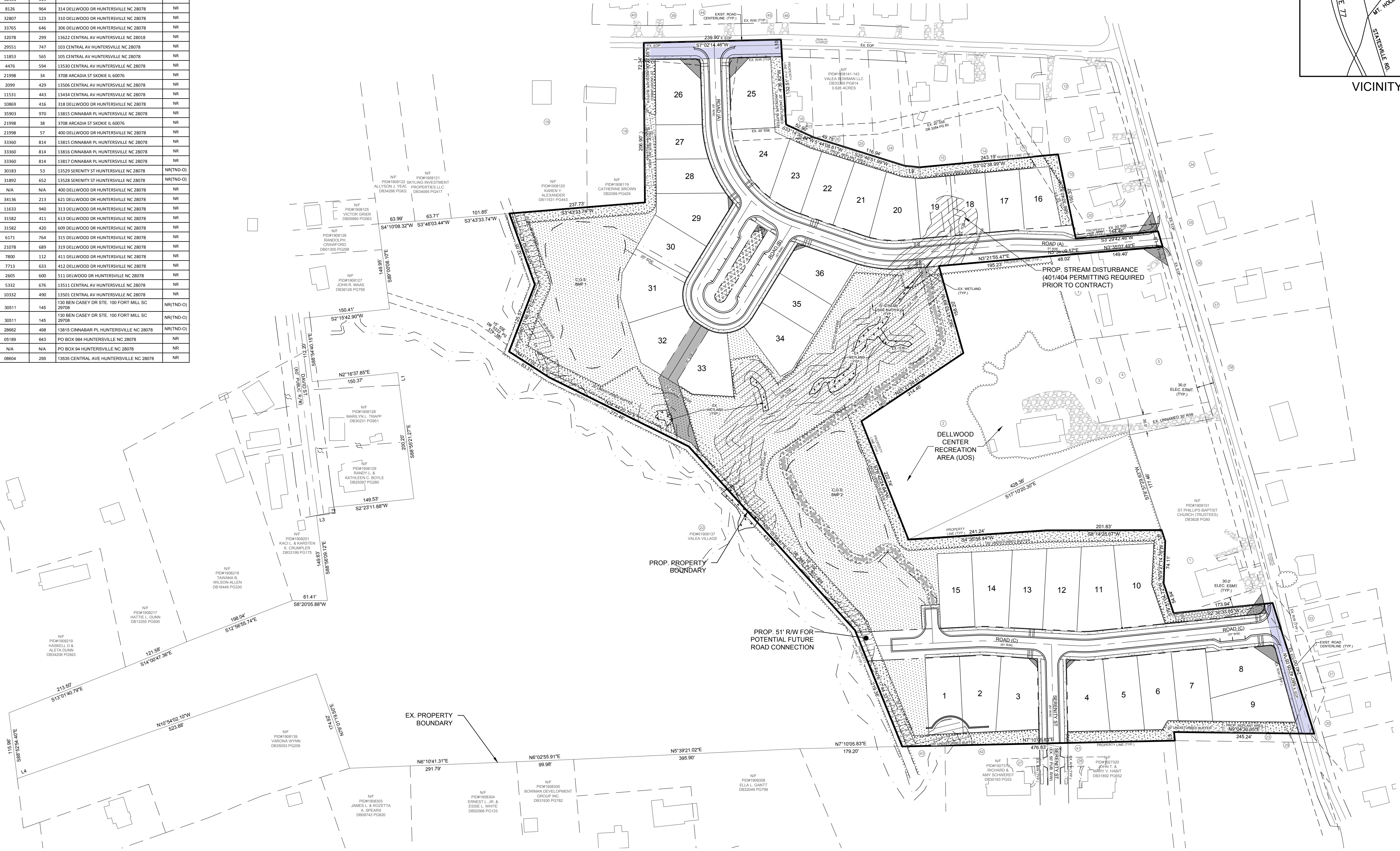
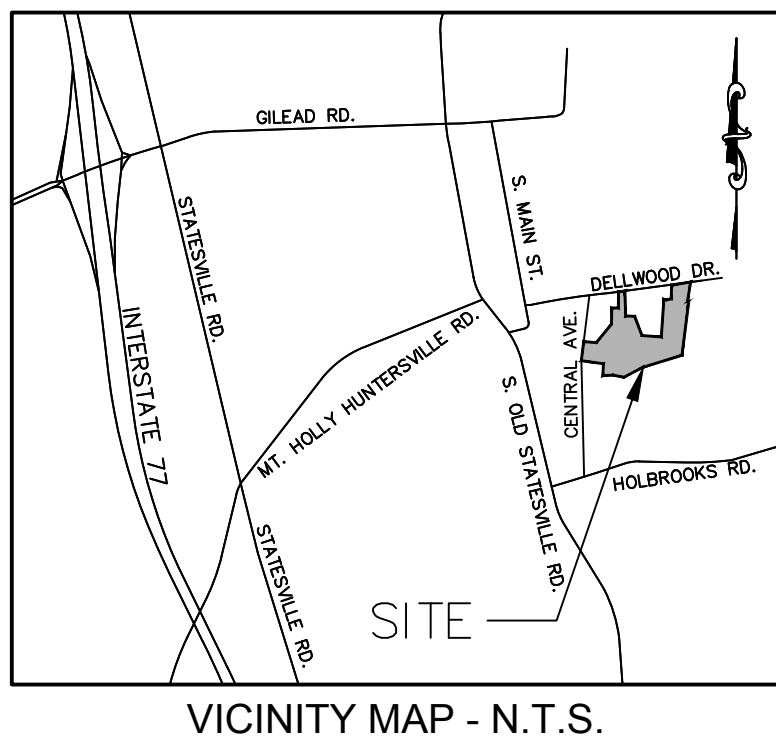
Project Manager D. Gates	Drawn J. Vavrina
Department Manager P. Murphy	Checked D. Gates
Print/Plot Date March 1, 2022	
Asbuilt Drawn -	Asbuilt Date -
Client Bowman Development Group 13815 CINNABAR PLACE HUNTERSVILLE, NORTH CAROLINA 28078 P: (704)875-9704	
Project: Valea Subdvision Sketch Plan	
Drawing Title: Cover	
Project No. 4676 DWG File Name: 4676 - Cover	Drawing No. C0.00

ADJACENT & PROJECT PROPERTY TABLE (N/F)						
PLOT #	OWNER(S)	PARCEL #'s	DEED (DB)	(PG)	STREET ADDRESS	Zoning
1	TRUSTEES ST PHILLIPS BAPTIST CHURCH	01908101	3828	80	523 DELLWOOD DR HUNTERSVILLE NC 28078	NR
2	TOWN OF HUNTERSVILLE	01908102	24027	256	508 DELLWOOD DR HUNTERSVILLE NC 28078	NR
3	ARTHUR ESTATE BROWN-C/O WELTHER BARRINGER	01908103	1149	308	432 DELLWOOD DR HUNTERSVILLE NC 28078	NR
4	SYLVESTER BROWN	01908104	11437	302	428 DELLWOOD DR HUNTERSVILLE NC 28078	NR
5	SYLVESTER BROWN	01908105	21345	442	420 DELLWOOD DR HUNTERSVILLE NC 28078	NR
6	EULA MAE ALEXANDER	01908106	2273	512	410 DELLWOOD DR HUNTERSVILLE NC 28078	NR
7	HUANA MAE JOHNSON	01908107	924	122	394 DELLWOOD DR HUNTERSVILLE NC 28078	NR
8	VALEA BOWMAN LLC	01908108	36431	874	13815 CINNABAR PL HUNTERSVILLE NC 28078	NR
9	VALEA BOWMAN LLC	01908109	36431	514	13815 CINNABAR PL HUNTERSVILLE NC 28078	NR
10	LESTER JR BRICE/CHASTER FAY	01908110	8126	964	314 DELLWOOD DR HUNTERSVILLE NC 28078	NR
11	AUCIE PARRISH	01908111	13807	123	310 DELLWOOD DR HUNTERSVILLE NC 28078	NR
12	WENDY LEE CALDWELL/COURTNEY CALDWELL	01908112	33765	646	306 DELLWOOD DR HUNTERSVILLE NC 28078	NR
13	PHYLIS ALEXANDER THOMAS/ JAMES ALBERT ALEXANDER	01908113	13078	299	13622 CENTRAL AV HUNTERSVILLE NC 28018	NR
14	GAYLAND SHERILL/ LIDANE SHERILL	01908114	29551	747	103 CENTRAL AV HUNTERSVILLE NC 28078	NR
15	THOMAS P STONE	01908115	11853	565	105 CENTRAL AV HUNTERSVILLE NC 28078	NR
16	DAVID WHITLEY	01908117	4476	594	13508 CENTRAL AV HUNTERSVILLE NC 28078	NR
17	VALEA VILLAGE LLC	01908118	21998	34	3708 ARCADIA ST SIOKE IL 60076	NR
18	CATHERINE BROWN	01908119	2099	429	13508 CENTRAL AV HUNTERSVILLE NC 28078	NR
19	KAREN Y ALEXANDER	01908120	11531	443	14344 CENTRAL AV HUNTERSVILLE NC 28078	NR
20	DORIS FLETCHER JOHNSON/ PATTY LAVENNE FLETCHER	01908132	10869	416	318 DELLWOOD DR HUNTERSVILLE NC 28078	NR
21	VALEA BOWMAN LLC	01908136	10903	970	13815 CINNABAR PL HUNTERSVILLE NC 28078	NR
22	VALEA VILLAGE LLC	01908137	21998	38	3708 ARCADIA ST SIOKE IL 60076	NR
23	TRUSTEES ST PHILLIPS BAPTIST CHURCH	01908140	21998	57	400 DELLWOOD DR HUNTERSVILLE NC 28078	NR
24	VALEA BOWMAN LLC	01908141	33360	814	13815 CINNABAR PL HUNTERSVILLE NC 28078	NR
25	VALEA BOWMAN LLC	01908142	33360	814	13815 CINNABAR PL HUNTERSVILLE NC 28078	NR
26	VALEA BOWMAN LLC	01908143	33360	814	13815 CINNABAR PL HUNTERSVILLE NC 28078	NR
27	RICHARD SCHWERTZ/AMMY SCHWERTZ	01927315	30183	53	13528 SERENITY ST HUNTERSVILLE NC 28078	NR(ND-O)
28	JOHN HABIT/ MARY V HABIT	01927320	31852	652	13528 SERENITY ST HUNTERSVILLE NC 28078	NR(ND-O)
29	[CEMETERY] ST PHILLIPS BAPTIST CHURCH	01927302	N/A	N/A	400 DELLWOOD DR HUNTERSVILLE NC 28078	NR
30	JOSEPH A RAMOS/ CHRISTINA A RAMOS	01908122	14136	213	621 DELLWOOD DR HUNTERSVILLE NC 28078	NR
31	LAREKA A BERNIS	01908121	11633	940	313 DELLWOOD DR HUNTERSVILLE NC 28078	NR
32	AGUSTIN HINOJOSA/ ANA MARIA HINOJOSA	01908154	31582	411	613 DELLWOOD DR HUNTERSVILLE NC 28078	NR
33	PERY PYASTAS	01908120	31582	420	609 DELLWOOD DR HUNTERSVILLE NC 28078	NR
34	LORNE JAMES WHITLEY/ VIRGINIA WHITLEY	01908130	9173	764	315 DELLWOOD DR HUNTERSVILLE NC 28078	NR
35	LAMBERTO HONORIO AVILA SANTOS/ IRMA LUANA ROJAS	01908121	13078	689	319 DELLWOOD DR HUNTERSVILLE NC 28078	NR
36	FERMAN E SMITH/ BARBARA K SMITH	01908132	7805	112	412 DELLWOOD DR HUNTERSVILLE NC 28078	NR
37	FERMAN E SMITH/ BARBARA K SMITH	01908133	7713	633	412 DELLWOOD DR HUNTERSVILLE NC 28078	NR
38	ESTATE LAURA A BROWN	01908114	2405	600	511 DELLWOOD DR HUNTERSVILLE NC 28078	NR
39	FLORINE THOMPSON/ SARAH THOMPSON	01907105	5332	676	13511 CENTRAL AV HUNTERSVILLE NC 28078	NR
40	CURTIS D TRAPP/DELSA M CALDWELL	01907119	10332	490	13501 CENTRAL AV HUNTERSVILLE NC 28078	NR
41	VERMILLION COMMUNITY ASSOCIATION INC.	01927386	30511	145	130 BEN CASEY DR STE. 100 FORT MILL, SC 29505	NR(ND-O)
42	VERMILLION COMMUNITY ASSOCIATION INC.	01927387	30511	145	130 BEN CASEY DR STE. 100 FORT MILL, SC 29505	NR(ND-O)
43	SOUTHSIDE NEIGHBORHOOD LLC	01927110	28062	408	13615 CINNABAR PL HUNTERSVILLE NC 28078	NR(ND-O)
44	ISABELLE C HUDSON	01907106	05189	643	PO BOX 884 HUNTERSVILLE NC 28078	NR
45	IRMA EVANS	01907107	N/A	N/A	PO BOX 84 HUNTERSVILLE NC 28078	NR
46	KEITH A. & JUSTINE SPRINGS	01907109	08604	295	13635 CENTRAL AVE HUNTERSVILLE NC 28078	NR

Parcel Line Table		
Line #	Length	Direction
L1	22.19	S88° 49' 48.87"E
L2	11.54	S83° 45' 28.12"E
L3	22.04	S1° 43' 37.88"W
L4	30.40	N10° 54' 02.10"W
L5	15.07	N87° 05' 01.95"W
L6	20.20	S79° 57' 29.63"W
L7	2.72	S82° 03' 58.62"W
L8	25.42	S81° 50' 42.69"W
L9	26.40	S14° 15' 43.78"W
L10	16.42	N85° 06' 30.58"W

LEGEND:

- SANITARY SEWER EASEMENT
- 20' BUFFER YARD
- REPLANT 20' BUFFER YARD AREA
- BUFFER YARD REPLANT AREA W/ REQUESTED MODIFICATIONS
- 35' WATER QUALITY BUFFER (S.W.I.M.) / 30' POST CONSTRUCTION CONTROLS BUFFER (PCCO)
- WETLAND
- COMMON OPEN SPACE (COS)
- URBAN OPEN SPACE (UOS)
- R/W TO BE DEDICATED TO NCDOT
- TREELINE
- PROP. SOFT SURFACE TRAIL
- PROP. MAIL KIOSK LOCATION



DATE	ISSUED FOR	REV
10/26/2021	Initial Submittal to Town of Huntersville	0
01/13/2022	Second Submittal to Town of Huntersville	1
03/01/2022	Third Submittal to Town of Huntersville	2



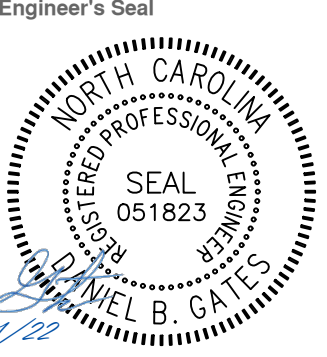
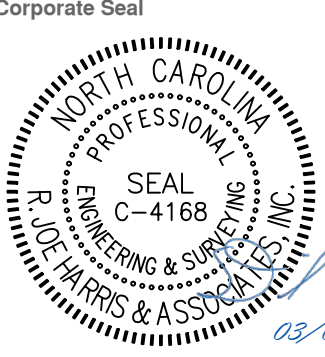
Engineer:



R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonemont Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoe Harris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.



Project Manager
D. Gates

Department Manager
P. Murphy

Print/Plot Date
March 1, 2022

Asbuilt Drawn
-

Client
Bowman Development Group
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704)875-9704

Drawn
J. Vavrina

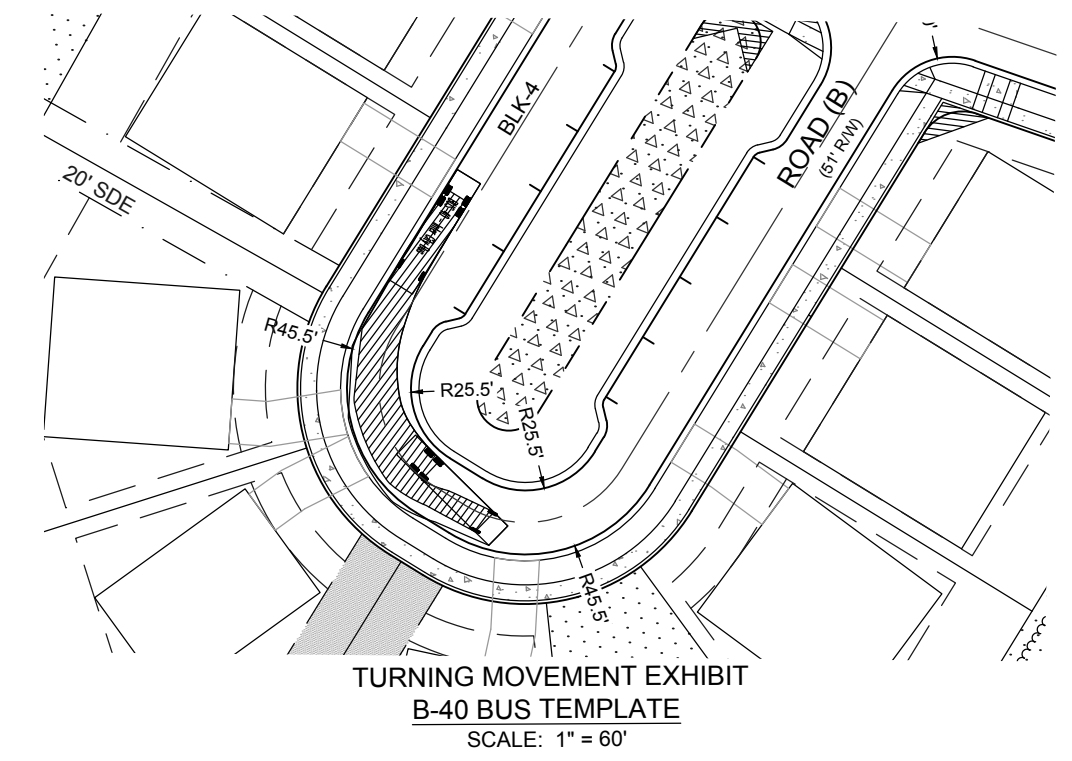
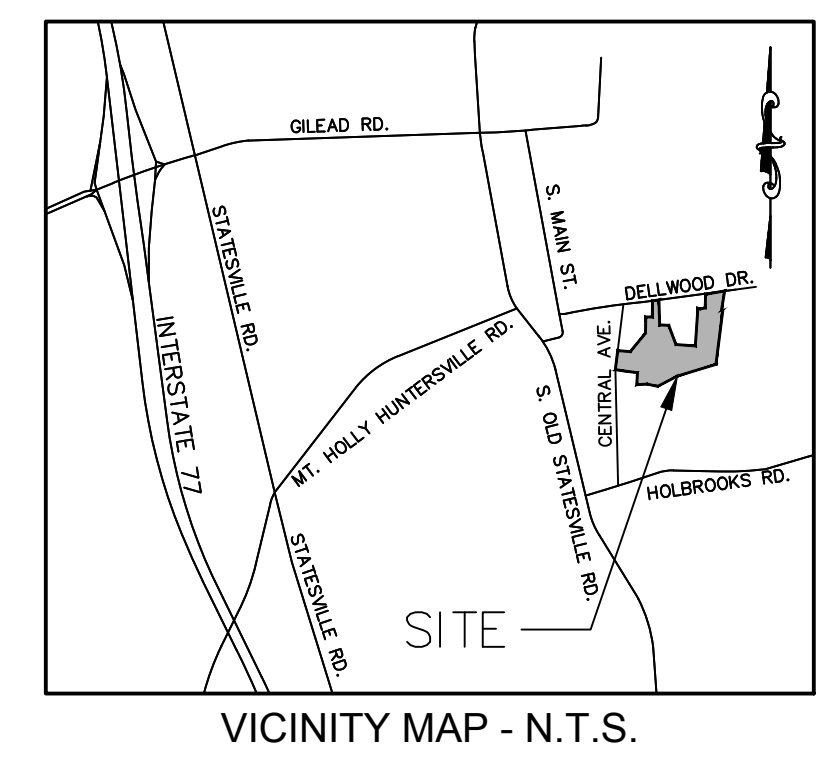
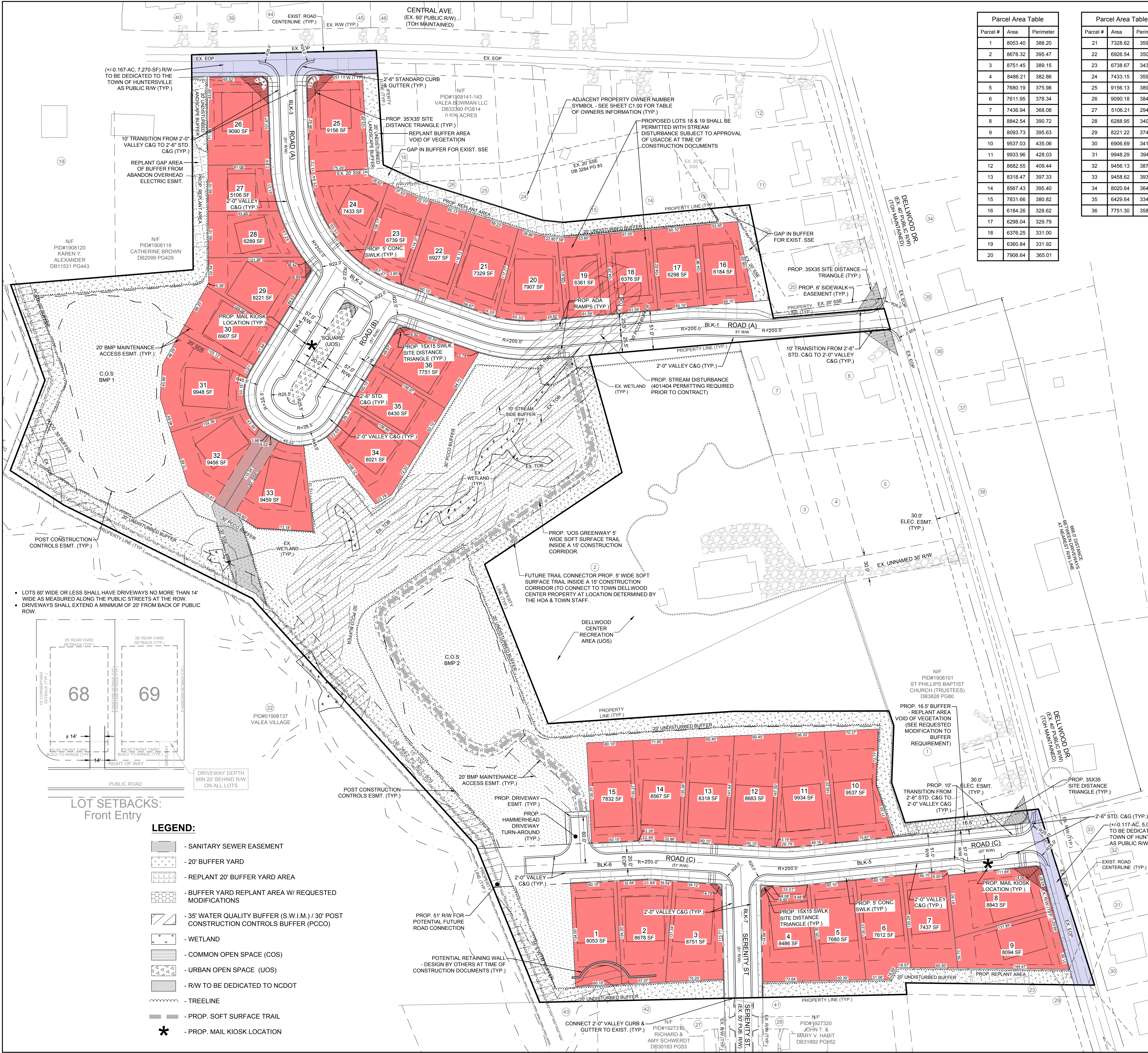
Checked
D. Gates

Project:
Valea Subdivision
Sketch Plan

Drawing Title:
Overall Site Plan

Project No.
4676
DWG File Name:
4676 - Site Plan

Drawing No.
C2.00



REQUESTED MODIFICATIONS:

- REQUEST FOR A 16.5' WIDE BUFFER YARD. MODIFICATION REQUESTED FOR REQUIRED 20' BUFFER YARD ALONG WESTERN BOUNDARY WITH ADJOINING LOT #8. THE 16.5' BUFFER WILL BE PLANTED TO THE STANDARD OF THE TYPICAL 20' WIDE BUFFER.

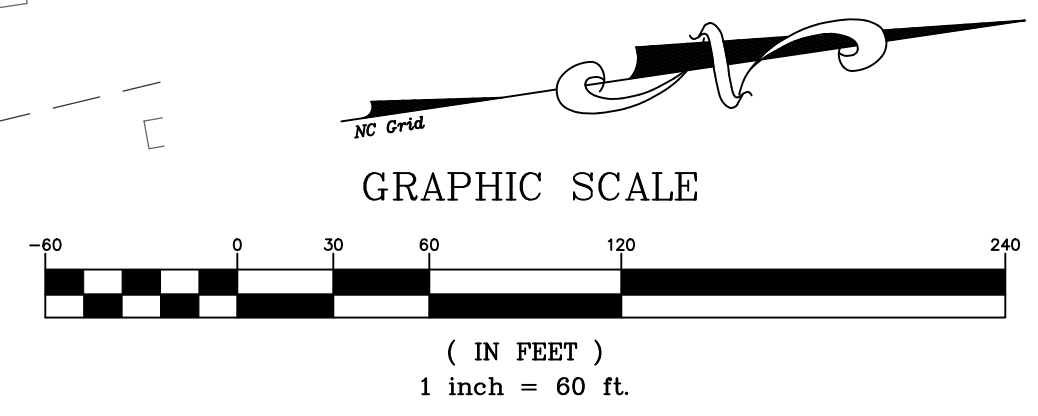
IMPERVIOUS COVERAGE:	AREA (ft²)
BUILDINGS:	110,859
ASPHALT:	60,729
SIDEWALK:	19,279
TOTAL IMPERVIOUS:	190,867 (27.2% OF NET AREA)

ROAD NAME: ROAD A: ROAD B: ROAD C: SERENITY STREET

BLOCK LENGTHS: BL1: 674-LF; BL2: 83-LF; BL3: 296-LF; BL4: 465-LF; BL5: 403-LF; BL6: 281-LF; BL7: 173-LF

IN MAJOR SUBDIVISIONS THE DIMENSION OF BLOCKS MAY NOT EXCEED 500 LINEAR FEET BETWEEN CROSS STREETS.

DEVELOPMENT INFORMATION:	
PID #s:	01908108, 01908109, 01908118, 01908136
ZONING:	NR - NEIGHBORHOOD RESIDENTIAL
ADJACENT ZONING:	NR, NR (TND-O)
SITE AREA:	±16.62-AC, 714,610-SF
R/W TO BE DEDICATED:	±0.284-AC, 12,370-SF
NET AREA:	±16.336-AC, 702,240-SF
COMMON OPEN SPACE (COS):	±6.92-AC (41%) OF NET AREA
URBAN OPEN SPACE (UOS):	±0.18-AC (2.6%) OF COS
SQUARE:	±0.07-AC
TRAIL:	±0.11-AC
DWELLING UNIT (DU) TYPE:	SINGLE FAMILY DETACHED RESIDENCE
NUMBER OF LOTS & DENSITY:	36 (2.2 DU/AC)
SETBACKS & BUILD TO LINE (BTL):	FRONT: 20-FT FRONT (BTL): 10-FT SIDE: 5-FT CORNER: 10-FT REAR: 25-FT
MIN. LOT WIDTH AT R/W:	60.1-FT
LOT WIDTH RANGE:	(60.1-FT) TO (> 60.1-FT) = (36 LOTS)
LOT SIZE RANGE:	(5,106-SF TO 9,948-SF); (7,886-SF AVERAGE) = (36 LOTS)



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Engineer:

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

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Project Manager	Drawn
D. Gates	J. Vavrina
Department Manager	Checked
P. Murphy	D. Gates

Print/Plot Date
March 1, 2022

Asbuilt Drawn
-

Asbuilt Date
-

Client

Bowman Development Group
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704)875-9704

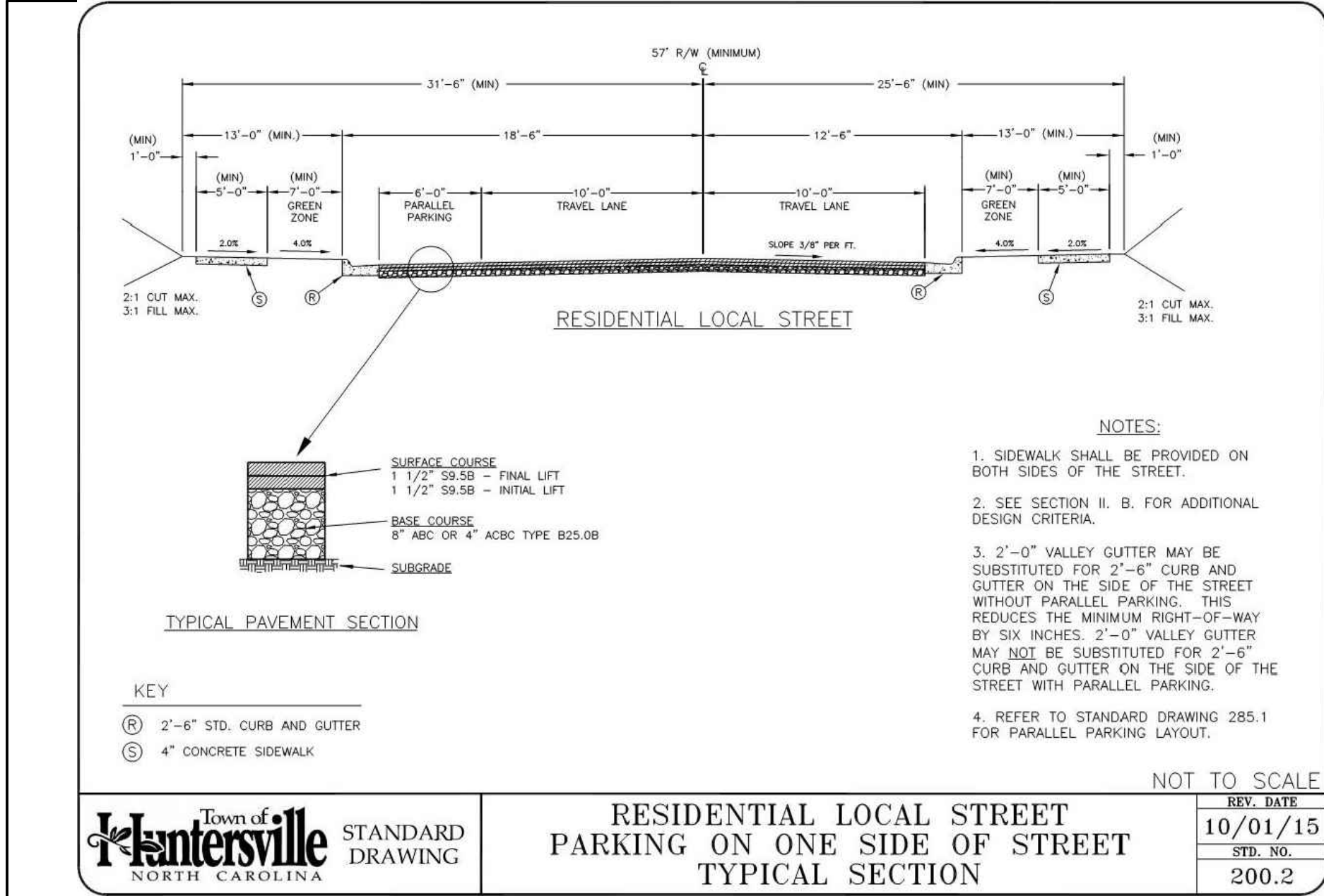
Project:

Valea Subdivision
Sketch Plan

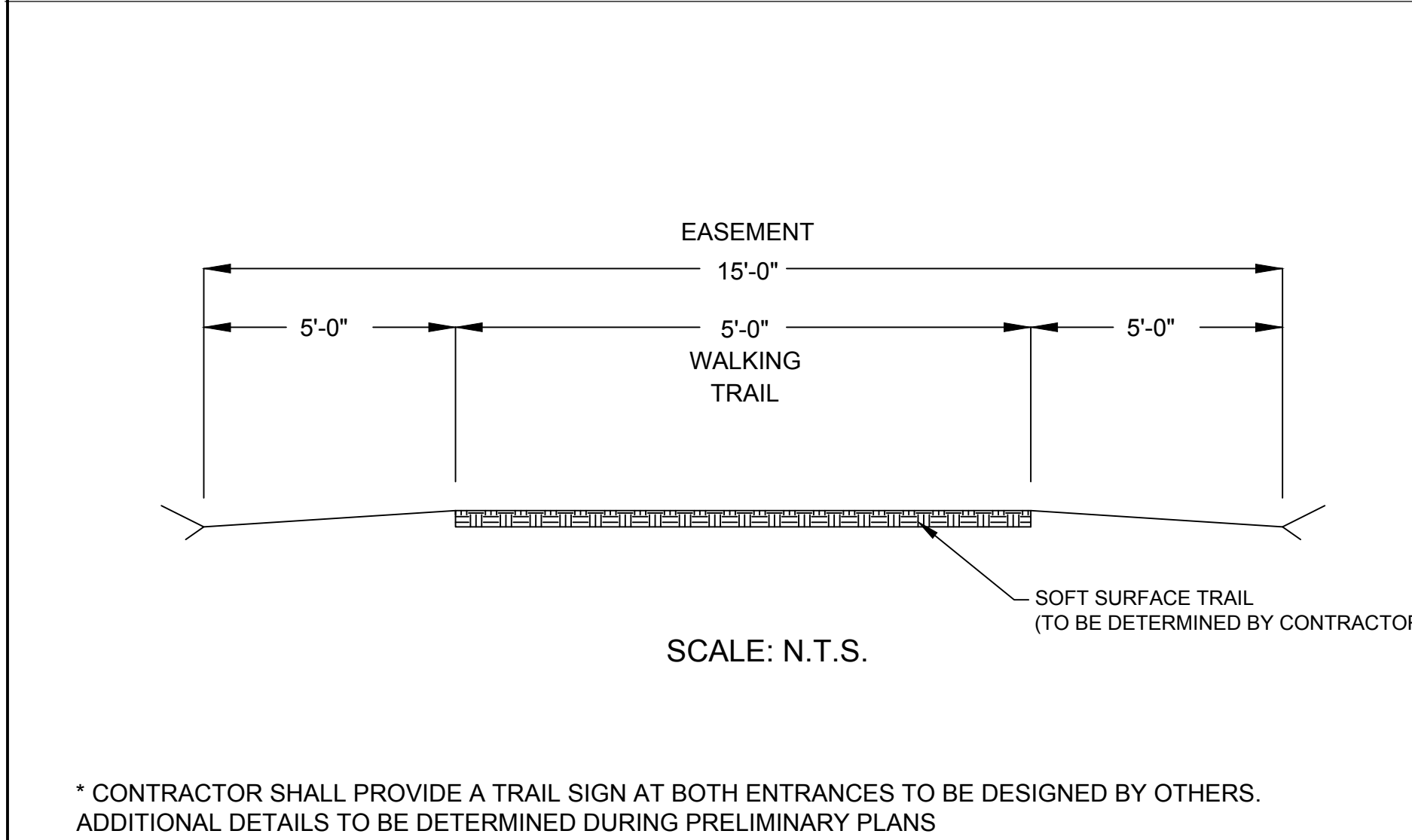
Drawing Title:
Site Plan

Project No.	Drawing No.
4676	
DWG File Name:	
4676 - Site Plan	

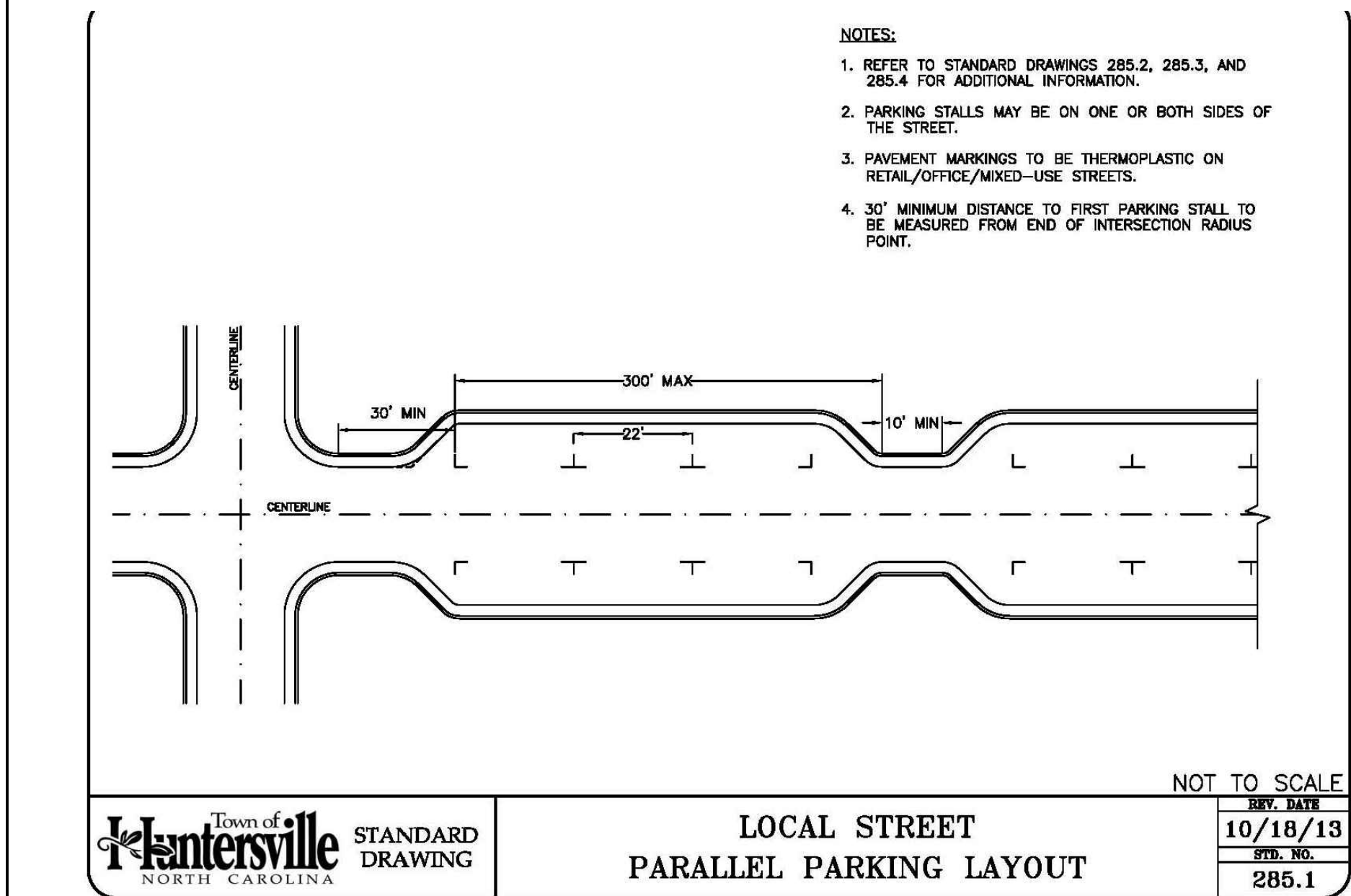
C2.01



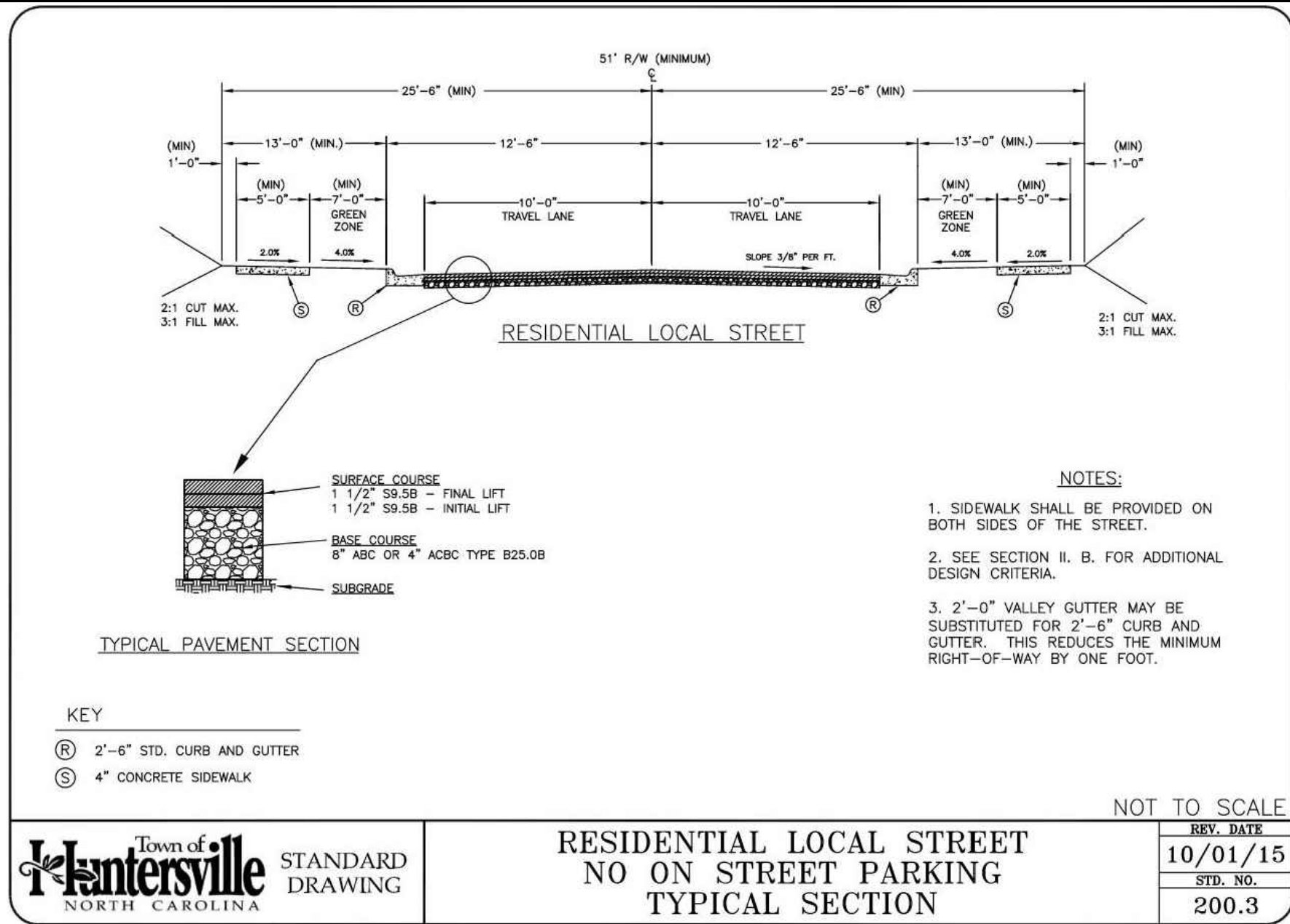
RESIDENTIAL LOCAL STREET, 57' ROW
APPLIES TO (ROAD B) & PORTION OF (ROAD C) WHERE ON-STREET PARKING IS PROPOSED.



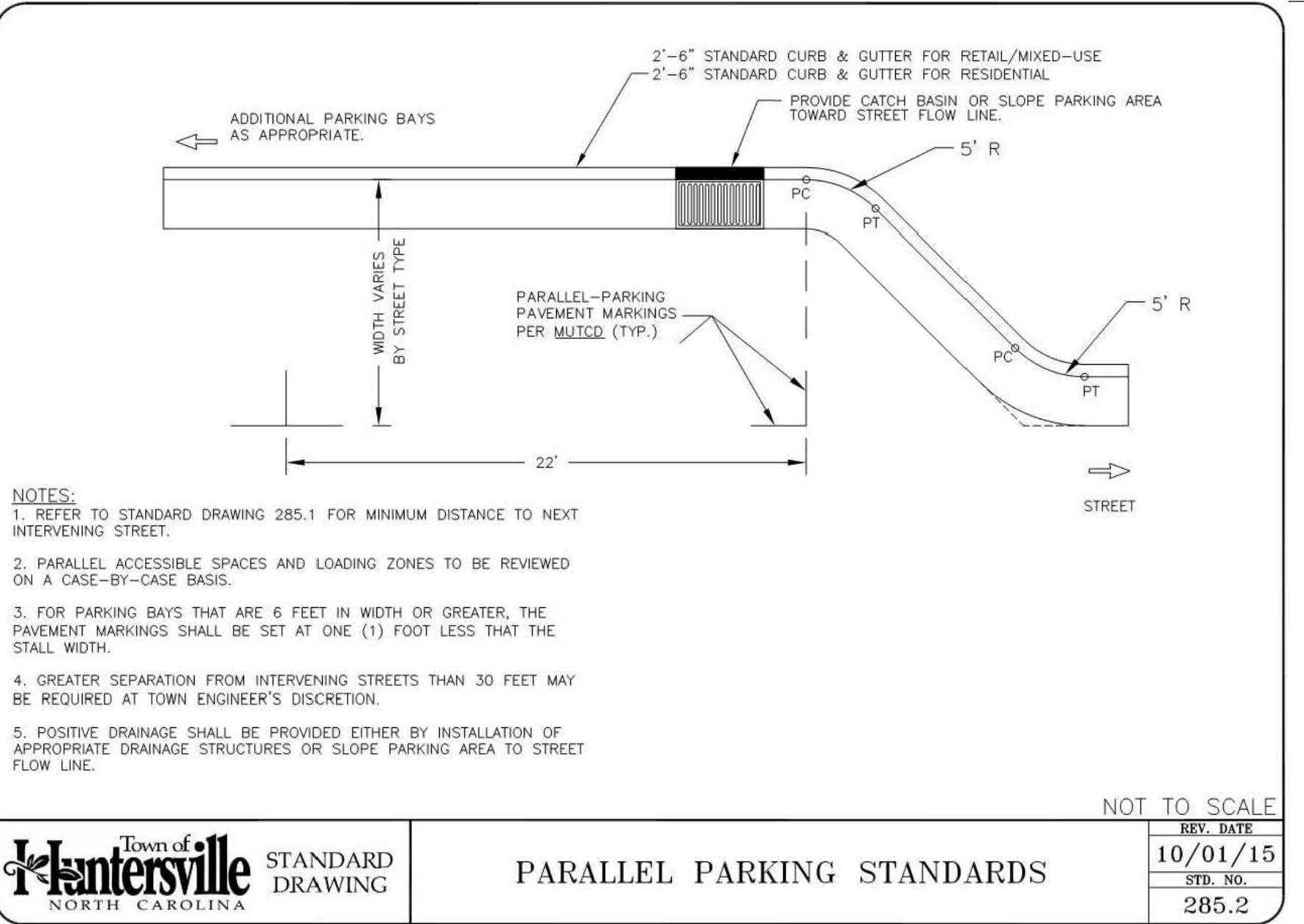
GREENWAY TRAIL TYPICAL SECTION



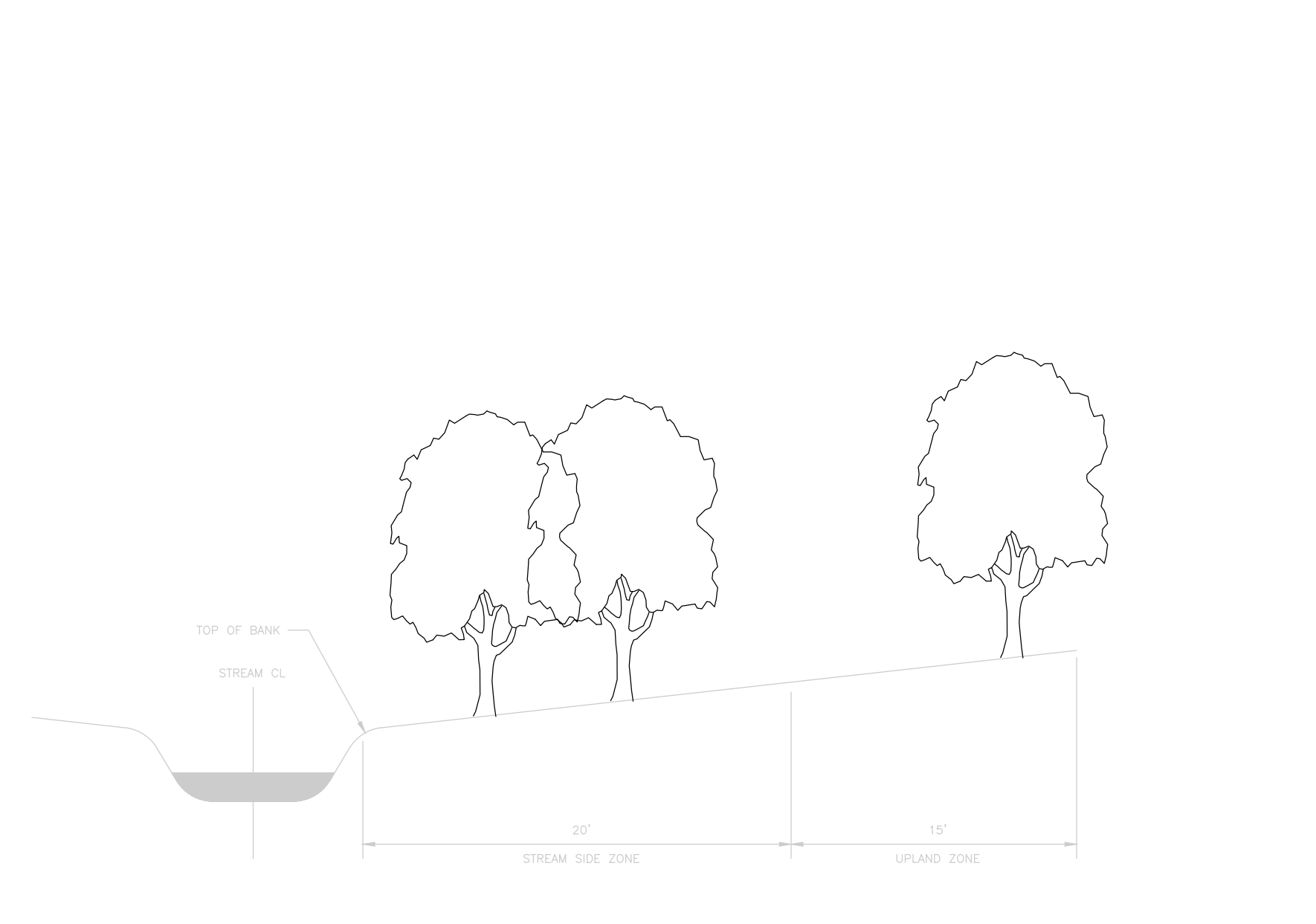
ON-STREET PARKING DETAIL:
LOCAL STREET PARALLEL PARKING LAYOUT



RESIDENTIAL STREET, 51' ROW
APPLIES TO (ROAD A) , PORTION OF (ROAD C) & (SERENITY STREET).



ON STREET PARKING DETAIL:
PARALLEL PARKING STANDARDS



SWIM BUFFER DETAILS

HUNTERSVILLE GENERAL NOTES:

- ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.
- THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
- ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING RIGHT-OF-WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS MODIFICATIONS TO PLAN MAY RESULT
- LARGE MATURING TREES WILL BE PLANTED 40' ON CENTER (O.C.) WITHIN THE REQUIRED PANTING STRIP ALONG ALL STREETS WITH THE EXCEPTION OF RURAL PARKWAYS WHERE EXISTING TREES CAN SATISFY THE STREET TREE REQUIREMENT. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
- GARBAGE PICK-UP SHALL BE VIA ROLL-OUT TRASH AND MAIL DELIVERY SHALL BE TO MAIL KIOSKS.
- EXCEPT AS SPECIFICALLY PROVIDED IN THE RURAL AND TRANSITIONAL DISTRICTS, DETACHED HOUSE TYPES AND TWO-UNIT THE OPTION TO PROVIDE LOTS WIDTHS 50' FEET WIDE OR LESS WHEN ALLEY ACCESS ALLOWING ON-SITE PARKING IS PROVIDED FOR DETACHED HOUSE TYPES AND TWO-UNIT ATTACHED HOUSE TYPES. FURTHER, DEVELOPERS SHALL ALSO HAVE THE OPTION TO APPLY FOR A CONDITIONAL DISTRICT REZONING TO CREATED LOT WIDTHS OF 50 FEET WISE OR LESS WITHOUT AN ALLEY PROVIDED IT CAN BE DEMONSTRATED THE DEVELOPMENT CAN ACCOMMODATE ON-STREET PARKING. MEET ALL THE PROVISIONS OF THE ZONING ORDINANCE INCLUDING INSTALLATION OF STREET TREES, AND DEMONSTRATED PUBLIC SERVICE SUCH AS TRASH PICK-UP CAN BE PROVIDED. DIRECT ACCESS FROM LOTS TO A THOROUGHFARE IS PROHIBITED.
- LOTS SUBJECT TO FLOODING SHOULD NOT BE ESTABLISHED IN SUBDIVISION EXCEPT AS PROVIDED IN SECTION 7.280.
- ANY CONSTRUCTION OR USE WITHIN THE AREAS DELINEATED BY FLOODWAY FRINGE DISTRICT BOUNDARY LINE AND FLOODWAY DISTRICT ENCROACHMENT LINE IS SUBJECT TO THE RESTRICTIONS IMPOSED BY FLOODWAY REGULATIONS.
- SETBACK, REQUIRED. THE MINIMUM DISTANCE REQUIRED BY THIS ORDINANCE OR ESTABLISHED BY RECORDED PLAT BETWEEN THE STREET RIGHT-OR-WAY LINE AND THE FRONT BUILDING LINE OF A PRINCIPAL BUILDING OR STRUCTURE, PROJECTED TO THE SIDE LINES OF THE LOT. FOR FLAG LOTS, THE MINIMUM SETBACK SHALL BE MEASURED BETWEEN THE FRONT PROPERTY LINE OR THE BUILD-ABLE PORTION OF THE LOT AND THE FRONT BUILDING LINE OF THE PRINCIPAL STRUCTURE, PROJECTED TO THE SIDE LINES OF THE LOT.
- PARKING SPACES IN THE RIGHT-OR-WAY SHALL COMPLY WITH CRITERIA IN THE TOWN ENGINEERING STANDARDS AND PROCEDURES MANUAL.

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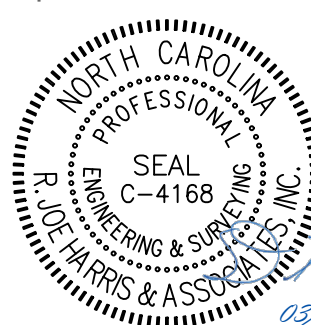
Engineer:



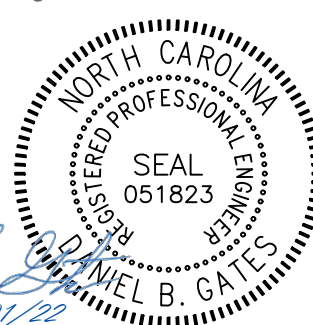
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CORPORATE SEAL



ENGINEER'S SEAL

Project Manager D. Gates	Drawn J. Vavrina
Department Manager P. Murphy	Checked D. Gates
Print/Plot Date March 1, 2022	Asbuilt Date -
Client Bowman Development Group 13815 CINNABAR PLACE HUNTERSVILLE, NORTH CAROLINA 28078 P: (704)875-9704	
Project: Valea Subdivision Sketch Plan	
Drawing Title: Site Details	
Project No. 4676	Drawing No. C2.02
DWG File Name: 4676 - Site Details	



STEP 1: IDENTIFY OPEN SPACE

THE HATCHED AREAS REPRESENT THE OPEN SPACE. THE PROPOSED OPEN SPACE AREAS WILL CONTAIN CREEKS/STREAMS, STEEP SLOPES, NATURAL HARDWOODS, SPECIMEN TREES, OR REQUIRED LANDSCAPE BUFFER AREAS. MUCH OF THE OPEN SPACE IS IN THE SOUTHERN PORTION OF THE SITE. A TOWN OF HUNTERSVILLE PARKS & RECREATION BUILDING & GROUNDS IS LOCATED ADJACENT TO THE NORTH OF THIS PROPERTY .



STEP 2: LOCATION OF HOUSE SITES

THE AREAS IDENTIFIED AS HOUSE SITES ARE LARGE, OPEN AREAS, THE HOUSE SITES AVOID THE STEEP SLOPES AND ARE PLACED ON GOOD TERRAIN. IN SOME AREAS, THE HOUSE SITES ARE PLACED WHERE THERE IS SOME EXISTING HARDWOOD TREES.



STEP 3: STREET AND LOT LAYOUT

BASED ON THE PREVIOUS TWO STEPS, A GENERAL ROAD AND LOT LAYOUT WAS CREATED. THE RESIDENTIAL ENTRY ROAD ENTERS FROM TRAILS END LANE AND LOOPS AROUND IN EITHER DIRECTION TO THE LOTS. THE LOCATION OF THE ENTRY ROAD WAS CHOSEN BASED ON THE MINIMAL SLOPING TOPOGRAPHY AND WITH THE PRESERVATION OF EXISTING TREES IN MIND. THE LOTS WERE LAID OUT TO AVOID THE EXISTING STREAMS, TOPOGRAPHY, AND LANDSCAPE BUFFERS. BY USING THIS APPROACH, THE LOTS ARE PROPOSED ON THE MOST SUITABLE BUILDING SITES. THE STREAMS WILL BE MINIMALLY DISTURBED AT THE ROADWAY, BUT THIS COULD NOT HAVE BEEN AVOIDED.



STEP 4: DRAWING LOT LINES

WE WERE ABLE TO CREATE 79 LOTS WITHIN THE BUILDABLE AREA. THE LOTS RANGE IN SIZE (NO SMALLER THAN 55' WIDE). THE LOTS LINES WERE DRAWN PERPENDICULAR TO THE ROADWAY THEY MEET TO ALLOW FOR VISUAL AESTHETICS WHEN DRIVING DOWN THE ROADS. THE VARYING LOT SIZES ALLOW FOR VISUAL APPEAL AND A LESS UNIFORM LOOKING RESIDENTIAL AREA. AN EMERGENCY ENTRANCE HAS BEEN INCLUDED FROM ASBURY CHAPEL ROAD FOR FIRE AND EMERGENCY MEDICAL SERVICES.

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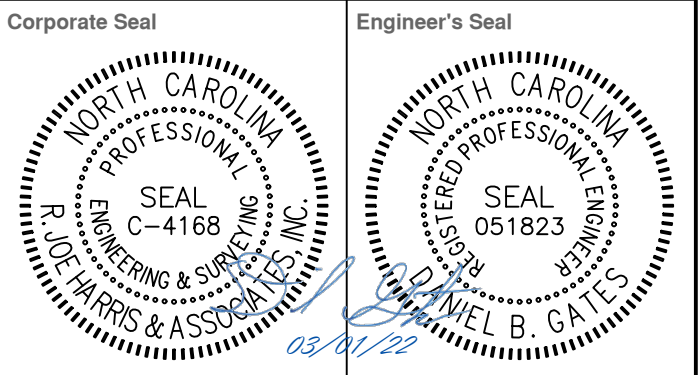
Engineer:



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Department Manager P. Murphy	Checked D. Gates
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Asbuilt Drawn -	Asbuilt Date -
Client Bowman Development Group 13815 CINNABAR PLACE HUNTERSVILLE, NORTH CAROLINA 28078 P: (704)875-9704	
Project: Valea Subdivision Sketch Plan	
Drawing Title: Four Step Process	
Project No. 4676 DWG File Name: 4676 - Four Step Process	Drawing No. C2.03



LEGEND:

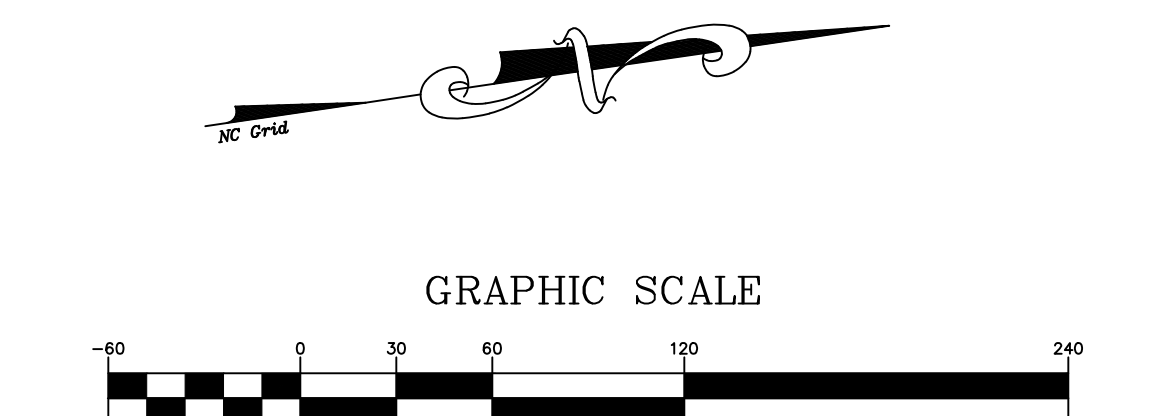
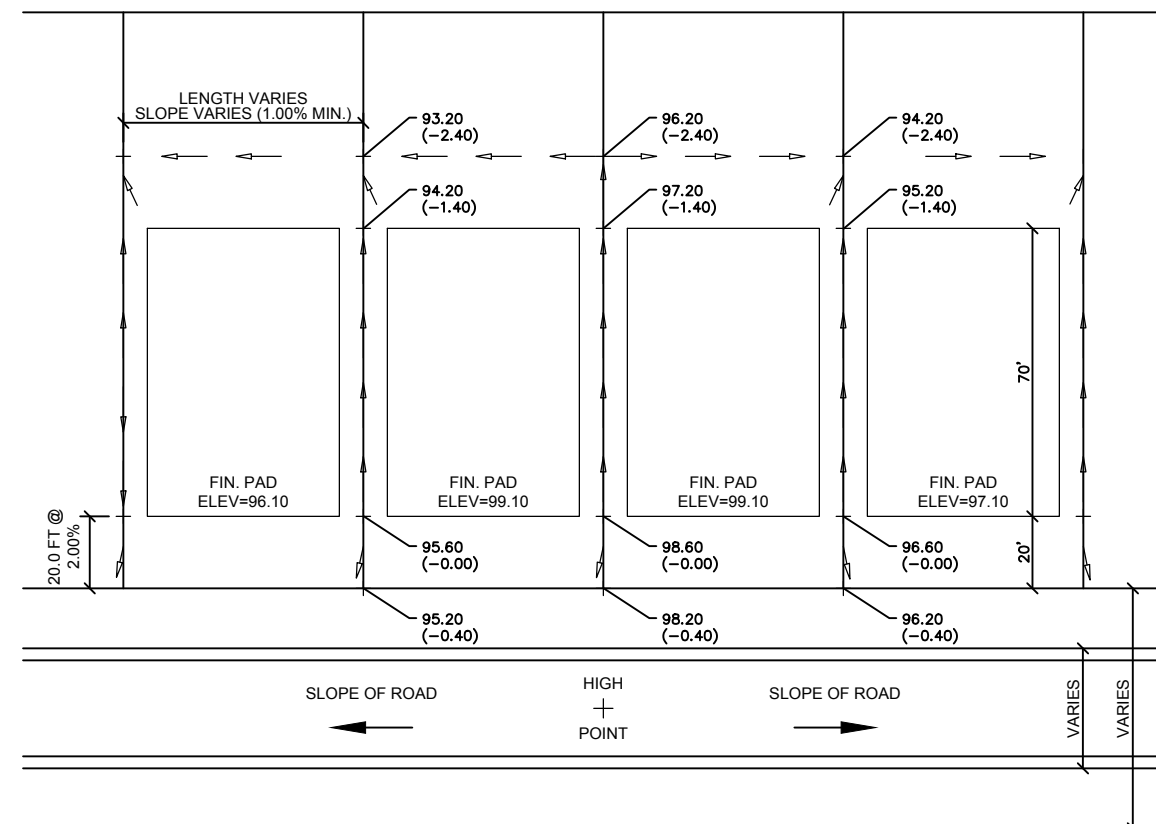
- 20' BUFFER YARD
- REPLANT AREA
- BUFFER YARD REPLANT AREA W/ REQUESTED MODIFICATIONS
- 35' WATER QUALITY BUFFER (S.W.I.M.) / 30' POST CONSTRUCTION CONTROLS BUFFER (PCCO)
- WETLAND
- TREELINE
- DENUDED LIMITS

GENERAL NOTES - GRADING/SITE DEVELOPMENT:

- ALL REQUIRED PERMITS MUST BE OBTAINED AND A COPY MAINTAINED ON SITE PRIOR TO COMMENCING WORK. ALL REQUIRED EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY UNDERGROUND UTILITIES OR SITE GRADING ACTIVITIES. SEE THE APPLICABLE PLAN SHEETS FOR THE REQUIRED EROSION CONTROL REQUIREMENTS, MAINTENANCE AND STABILIZATION OF THE WORK SITE.
- DURING CONSTRUCTION AND UNTIL TURF IS ESTABLISHED, ALL EROSION DEVICES SHALL BE MONITORED AND MAINTAINED PER THE SPECIFIED MAINTENANCE SCHEDULE (SEE EROSION CONTROL PLAN SHEETS). ALL COMPLETED WORK AREAS THAT HAVE BEEN BROUGHT TO GRADE SHALL BE SEEDED AND MULCHED.
- CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING WORK. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL APPLICABLE UTILITIES AFFECTING THE PROJECT (ON AND OFF SITE).
- THE CONTRACTOR SHALL CONTACT THE NORTH CAROLINA ONE CALL CENTER AT LEAST 72 HOURS IN ADVANCE OF THE CONSTRUCTION. INDIVIDUAL UTILITY AGENCIES NOT PARTICIPATING IN ONE CALL SHALL BE CONTACTED INDEPENDENTLY BY THE CONTRACTOR.
- UPON VERIFICATION OF THE LOCATION AND DEPTH OF ALL UTILITIES, CONTRACTOR SHALL VERIFY THAT THERE ARE NO CONFLICTS WITH THE EXISTING UTILITIES. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER FOR EVALUATION AND REDESIGN (IF NECESSARY). THE CONTRACTOR SHALL NOT COMMENCE WORK IN THE AREA UNTIL THE CONFLICT IS RESOLVED.
- ALL EXCAVATION FOR THE PROJECT SHALL BE CONSIDERED UNCLASSIFIED, UNLESS SPECIAL PROVISIONS ARE STATED IN THE CONTRACT DOCUMENTS.
- DURING EXCAVATION, ALL FOREIGN DEBRIS AND UNSUITABLE FILL MATERIALS SHALL BE REMOVED AND DISPOSED OF OFFSITE OR LOCATION APPROVED BY OWNER.
- ON-SITE BURIAL PITS, WHEN APPROVED, SHALL BE CLEARLY MARKED ON THE FIELD RECORD DRAWINGS AND A COPY OF THOSE DRAWINGS SHALL BE PROVIDED TO THE OWNER. THE USE OF BURIAL PITS SHALL NOT BE ALLOWED FOR THIS PROJECT.
- ALL FILL SHALL BE COMPACTED TO 95 % STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY FOR SPECIFIED MATERIAL. "LIGHTWEIGHT" OR HIGHLY PLASTIC SOILS SHALL NOT BE USED AS FILL UNDER ROADWAYS, BUILDINGS AND OTHER STRUCTURAL AREAS. LIGHTWEIGHT OR PLASTIC SOILS SHALL BE UNDERCUT AND DISPOSED OF OFFSITE OR A LOCATION APPROVED BY OWNER AND REPLACED WITH SUITABLE FILL MATERIAL, AS DIRECTED BY THE GEO-TECHNICAL ENGINEER.
- AREAS CUT TO GRADE (RESIDUAL SOILS) SHALL BE PROOF ROLLED (MIN. 50,000 LBS) OR TESTED BY OTHER MEANS TO ENSURE THAT MATERIAL IS SUITABLE FOR STRUCTURAL LOADING. PLASTIC SOILS SHALL BE UNDERCUT AND DISPOSED OF OFFSITE OR A LOCATION APPROVED BY OWNER AND REPLACED WITH SUITABLE FILL MATERIAL, AS DIRECTED BY THE GEO-TECHNICAL ENGINEER.
- ALL FILL FOR STRUCTURAL AREAS SHALL BE PLACED IN 8"-12" LIFTS AND COMPACTED TO 100% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698) AT NEAR OPTIMUM MOISTURE CONTENT FOR UPPER 12" AS MEASURED FROM FINISHED GRADE (TOLERANCE SHALL BE ± 2%).
- SLOPES SHALL BE GRADED NO STEEPER THAN 2:1, UNLESS SPECIFICALLY NOTED ON THE PLANS. FOR ALL SLOPES GREATER 2:1, EROSION CONTROL MATTING WILL BE REQUIRED. ALL 2:1 SLOPES ARE RECOMMENDED TO HAVE EROSION CONTROL MATTING TO ASSIST IN STABILIZATION. SEE VEGETATIVE MATTING DETAILS ON EROSION SHEETS FOR INSTALLATION REQUIREMENTS.
- IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) VERTICAL FEET MAY REQUIRE THE USE OF SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO NORMAL SEEDING.
- COMPACTION WITHIN ROAD RIGHTS-OF-WAY SHALL BE AS REQUIRED BY THE GOVERNING AGENCY. AT A MINIMUM, THE FOLLOWING STANDARDS SHALL BE MET:
 - A. SUB-GRADE SHALL BE COMPACTED TO 100 % STANDARD PROCTOR MAXIMUM DRY DENSITY (UPPER 12").
 - B. AGGREGATE BASE COURSE SHALL BE COMPACTED TO 100 % MODIFIED PROCTOR MAXIMUM DENSITY.
 - C. INTERMEDIATE AND SURFACE HOT MIX ASPHALT COURSES SHALL BE COMPACTED TO A MINIMUM OF 92% MAXIMUM SPECIFIC GRAVITY.
 - D. SUB-GRADE AND BASE COURSE SHALL BE PROOF ROLLED (50,000 LBS MIN.).
 - E. HOT MIX ASPHALT TEMPERATURE AT TIME OF LAY DOWN SHALL BE WITHIN 20°F OF THE PLANT MIX TEMPERATURE (MIN. TEMPERATURE SHALL BE NO LESS THAN 220-230 DEGREES).
 - F. VARIATIONS OF THE MINIMUM REQUIREMENTS CAN BE CONSIDERED ON A CASE-BY-CASE BASIS AND MUST BE APPROVED BY THE GEO-TECHNICAL ENGINEER.
- THE CONSTRUCTION OF ALL STREETS AND DRAINAGE IMPROVEMENTS LOCATED WITHIN THE ROADWAY RIGHT-OF-WAY SHALL BE GOVERNED BY THE NCDOT AND/OR TOWN OF HUNTERSVILLE STANDARD SPECIFICATIONS.
- STORM DRAINAGE SYSTEMS (PIPED OR OPEN CHANNEL) LOCATED OUTSIDE OF THE PUBLIC ROAD RIGHT-OF-WAY ARE THE MAINTENANCE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER OR HOMEOWNERS ASSOCIATIONS (HOA), UNLESS OTHERWISE SPECIFIED. WHEN REQUIRED, PRIVATE DRAINAGE EASEMENTS SHALL BE APPLIED AND ANY OBSTRUCTION OR ENCROACHMENT INTO DRAINAGE EASEMENT IS PROHIBITED. HOMEOWNER OR BUILDER IS SOLELY AT RISK FOR THE REMOVAL AND/OR DAMAGE OF HARDSCAPES, LANDSCAPING, STRUCTURES OR OTHER IMPROVEMENTS PLACED WITHIN THE EASEMENTS SHOULD MAINTENANCE NEED TO BE PERFORMED.
- FOR PIPE SYSTEMS NOT DESIGNED FOR Q100 THAT RECEIVES >50-CFS IN Q100, FLOOD PROTECTION ANALYSIS IS REQUIRED.

TYPICAL LOT DRAINAGE DETAIL - "A" LOTS
NOT TO SCALE

- THIS DETAIL GENERALLY APPLIES FOR TYPICAL "A" LOT DRAINAGE PATTERNS (SPLIT) ONLY.
- DRAINAGE SWALE ELEVATIONS BASED ON FINISHED PAD ELEVATION OF DOWNSTREAM LOT (SWALE IS CENTERED BETWEEN LOTS - USE LOWER PAD ELEVATION).
- THIS PLAN IS INTENDED TO DRAIN THE LOT, BUT NOT ESTABLISHED NOR IMPLIES MEETING THE BUILDING FOUNDATION DRAINAGE REQUIREMENTS SET FORTH IN THE INTERNATIONAL RESIDENTIAL CODE AS ADOPTED BY GOVERNING AGENCY (VERIFY YEAR OF CODE).
- BUILDER SHALL BE RESPONSIBLE FOR MEETING THE BUILDING FOUNDATION DRAINAGE REQUIREMENTS UPON CONSTRUCTION OF THE BUILDINGS.
- VARIATIONS MAY EXIST IN ATYPICAL CONDITIONS OR CONDITIONS VARYING FROM TYPICAL DETAIL.



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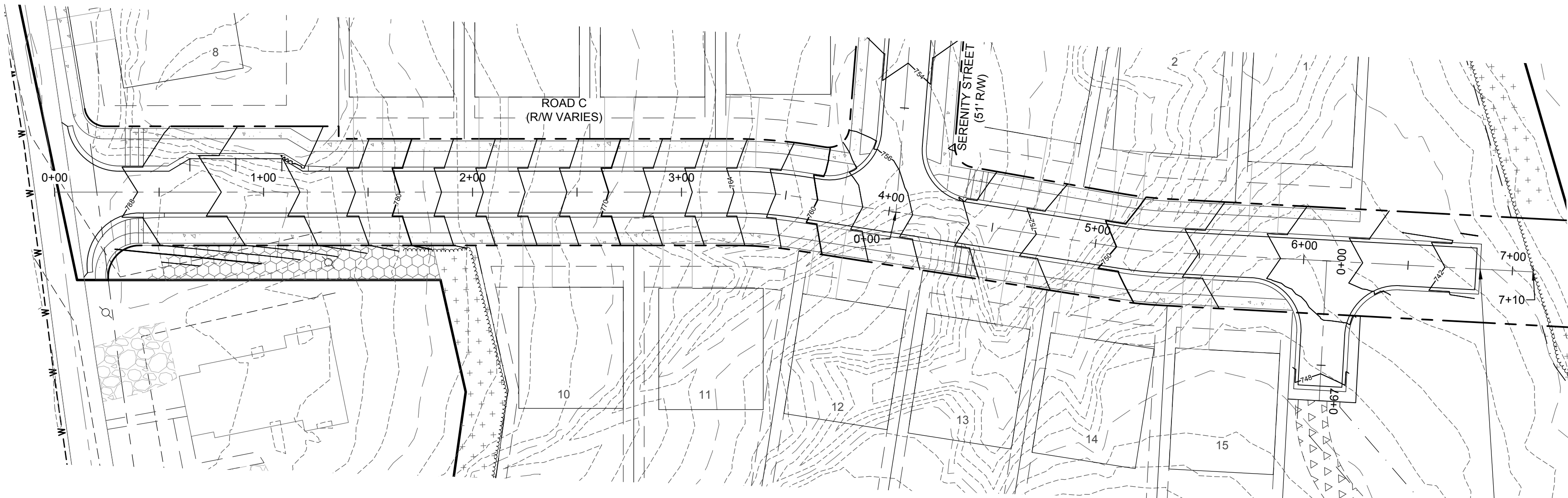
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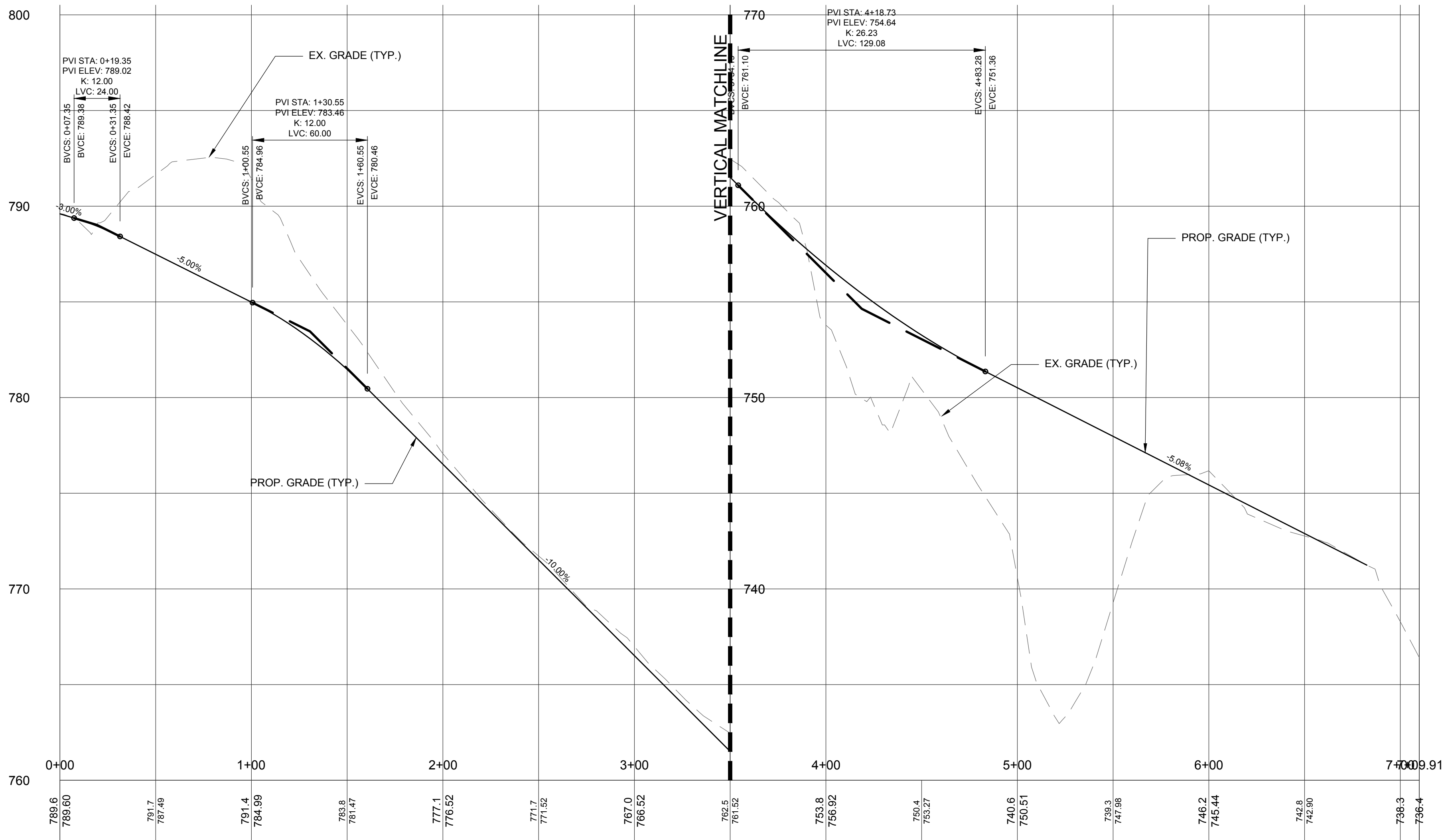
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Project:	
Valea Subdivision Sketch Plan	
Drawing Title:	
Grading Plan	
Project No.	Drawing No.
4676 DWG File Name:	C3.00

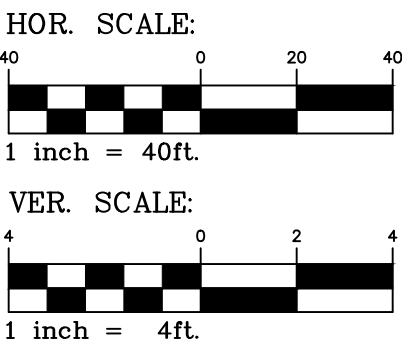
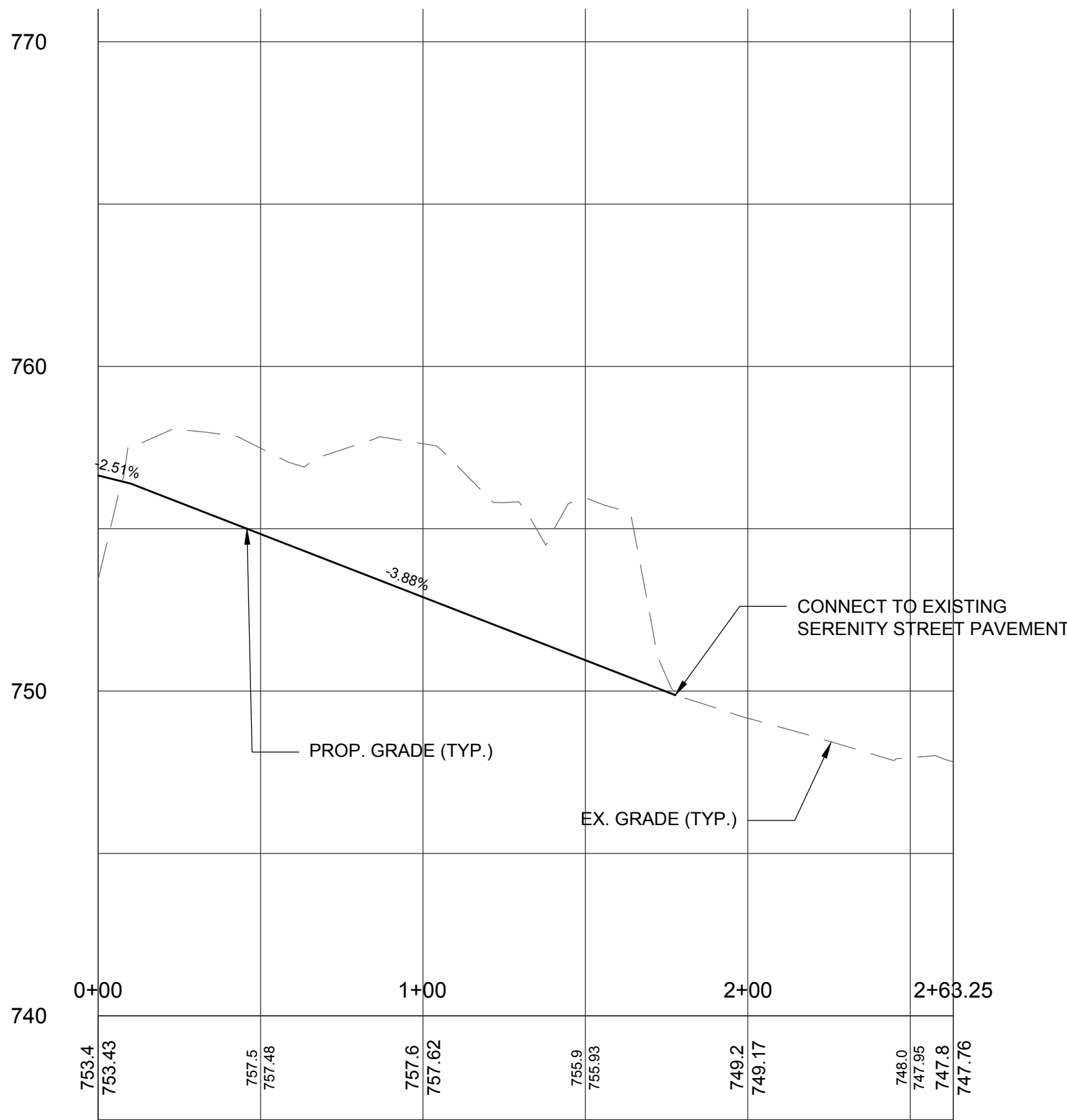
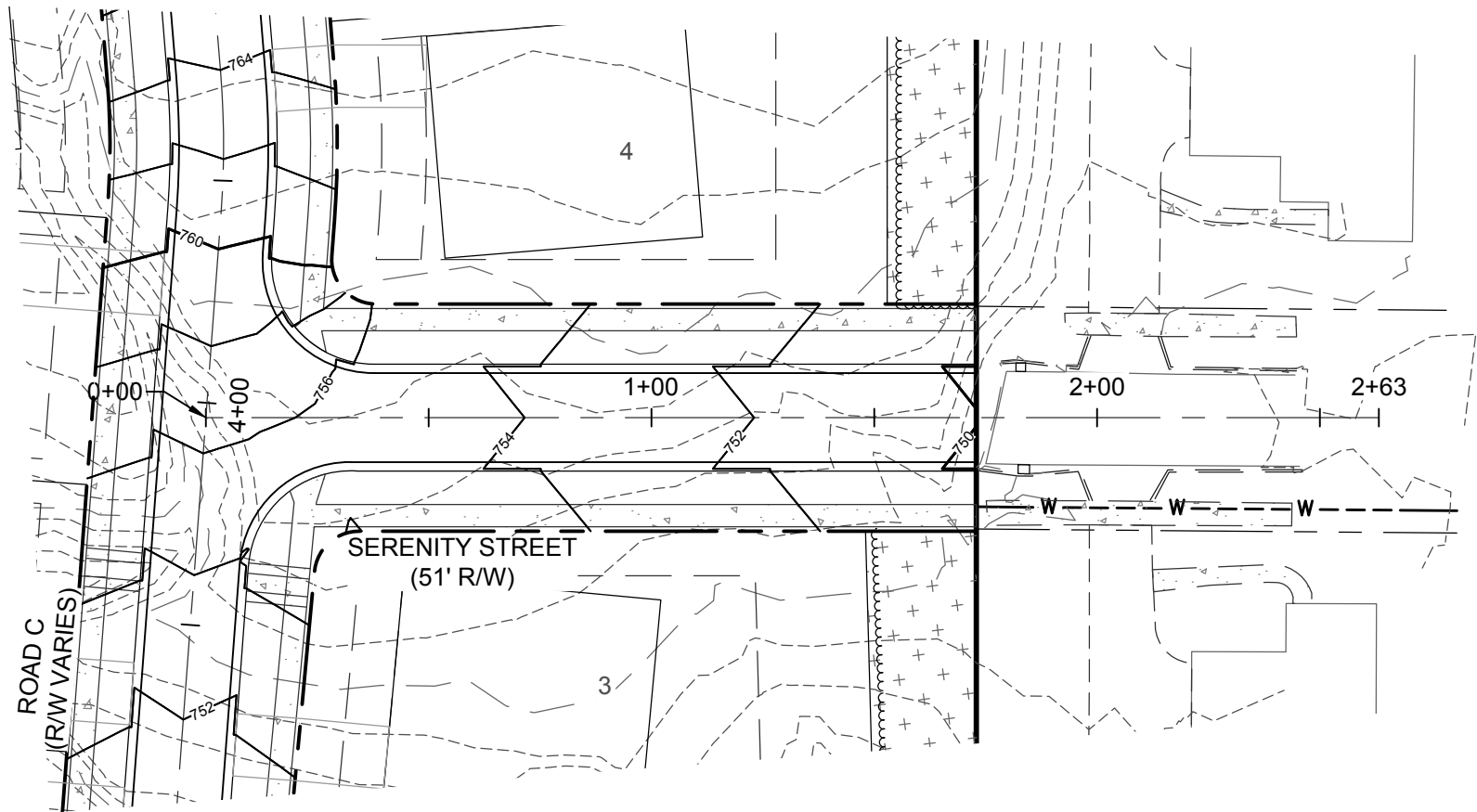
ROAD C PLAN & PROFILE



TOE OF SLOPE SHALL BE 8' MINIMUM
FROM EXISTING TREES TO REMAIN
WITHIN THE BUFFER YARD



SERENITY STREET PLAN & PROFILE



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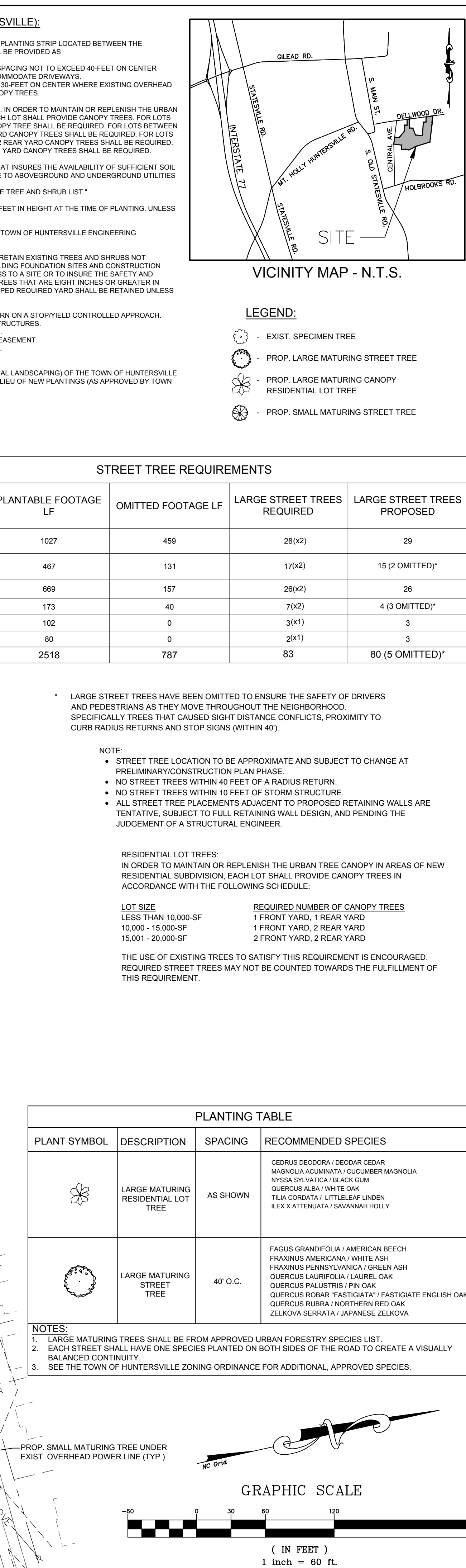
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Project: Valea Subdivision Sketch Plan	
Drawing Title: Road C & Serenity Street Plan & Profile	
Project No. 4676	Drawing No. C3.01
DWG File Name: 4676 - Road Profile Plan	



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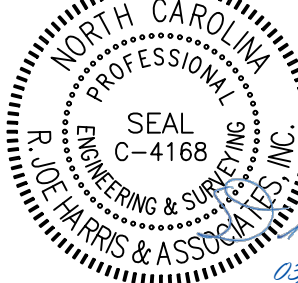


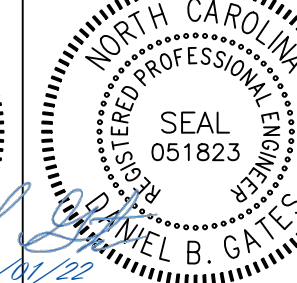
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Management

1156 Stonewood Blvd., Tega City, S.C. 29786 P: (803) 802-1790

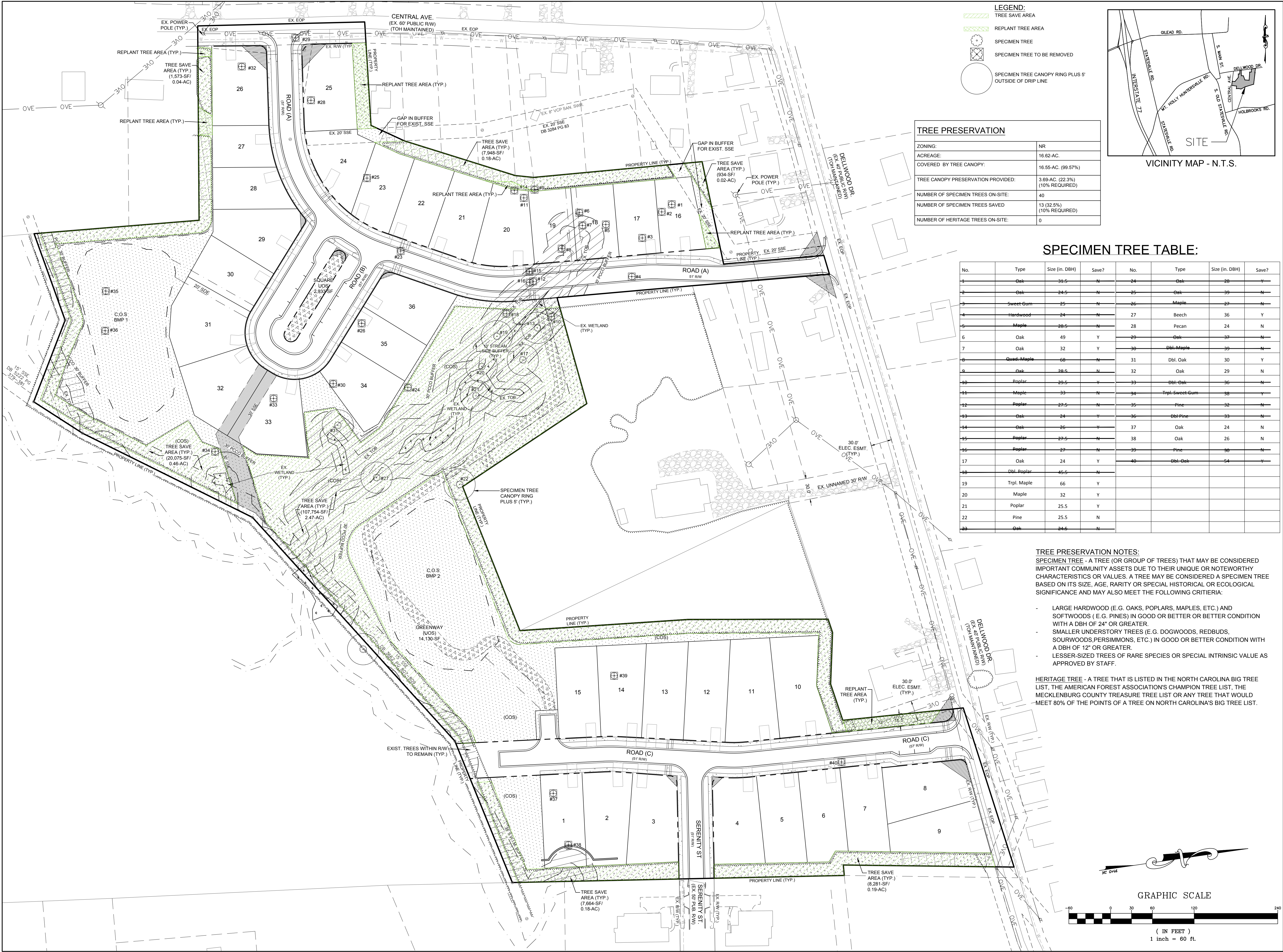
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Corporate Seal


Engineer's Seal

03/01/22

Project Manager D. Gates	Drawn D. Thomas
Department Manager P. Murphy	Checked D. Timbrell
Print/Plot Date March 1, 2022	
Asbuilt Drawn --	Asbuilt Date --
Client Bowman Development Group 13815 CINNABAR PLACE HUNTERSVILLE, NORTH CAROLINA 28078 P: (704)875-9704	
Project: Valea Subdivision Sketch Plan	
Drawing Title: Landscape Plan	
Project No. 4676 DWG File Name: 4676 - Iandscape Plan	Drawing No. C4.00

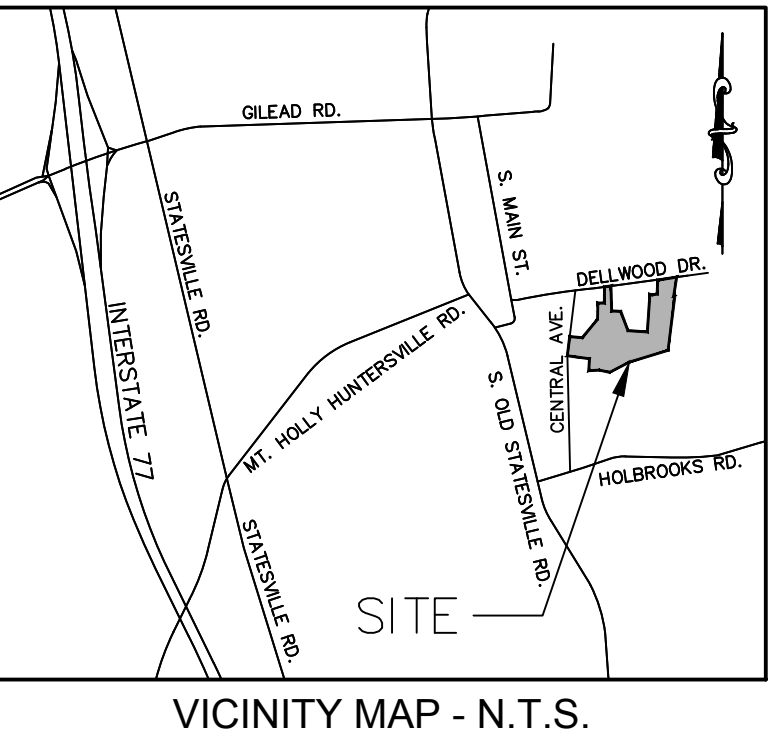


LEGEND:

- TREE SAVE AREA
- REPLANT TREE AREA
- SPECIMEN TREE
- SPECIMEN TREE TO BE REMOVED
- SPECIMEN TREE CANOPY RING PLUS 5' OUTSIDE OF DRIP LINE

TREE PRESERVATION

ZONING:	NR
ACREAGE:	16.62-AC.
COVERED BY TREE CANOPY:	16.55-AC. (99.57%)
TREE CANOPY PRESERVATION PROVIDED:	3.88-AC. (22.3%) (10% REQUIRED)
NUMBER OF SPECIMEN TREES ON-SITE:	40
NUMBER OF SPECIMEN TREES SAVED	13 (32.5%) (10% REQUIRED)
NUMBER OF HERITAGE TREES ON-SITE:	0



SPECIMEN TREE TABLE:

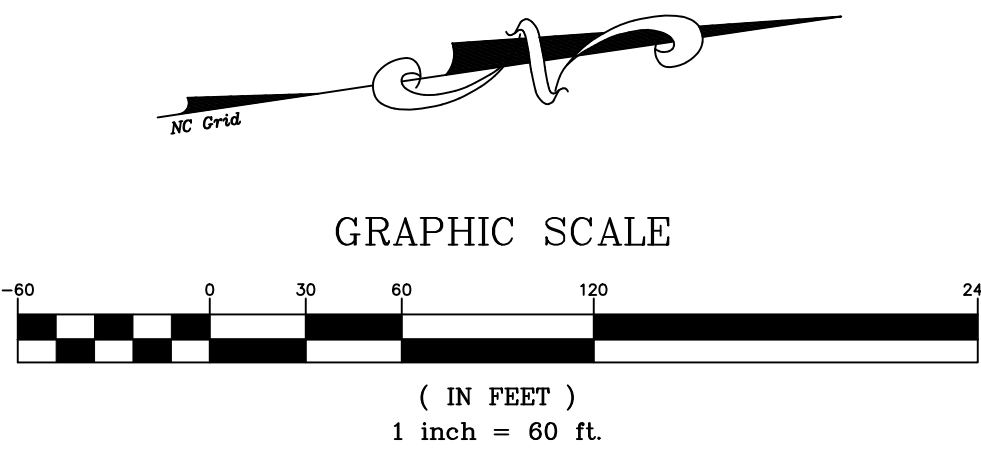
No.	Type	Size (in. DBH)	Save?	No.	Type	Size (in. DBH)	Save?
1	Oak	31.5	N	24	Oak	28	Y
2	Oak	24.5	N	25	Oak	39	N
3	Sweet Gum	25	N	26	Maple	27	N
4	Hardwood	24	N	27	Beech	36	Y
5	Maple	28.5	N	28	Pecan	24	N
6	Oak	49	Y	29	Oak	37	N
7	Oak	32	Y	30	Dbl. Maple	39	N
8	Quad. Maple	68	N	31	Dbl. Oak	30	Y
9	Oak	28.5	N	32	Oak	29	N
10	Poplar	29.5	Y	33	Dbl. Oak	36	N
11	Maple	33	N	34	Trpl. Sweet Gum	38	Y
12	Poplar	27.5	N	35	Pine	32	N
13	Oak	24	Y	36	Dbl. Pine	33	N
14	Oak	26	Y	37	Oak	24	N
15	Poplar	27.5	N	38	Oak	26	N
16	Poplar	27	N	39	Pine	30	N
17	Oak	24	Y	40	Dbl. Oak	54	Y
18	Dbl. Poplar	45.5	N				
19	Trpl. Maple	66	Y				
20	Maple	32	Y				
21	Poplar	25.5	Y				
22	Pine	25.5	N				
23	Oak	24.5	N				

TREE PRESERVATION NOTES:

SPECIMEN TREE - A TREE (OR GROUP OF TREES) THAT MAY BE CONSIDERED IMPORTANT COMMUNITY ASSETS DUE TO THEIR UNIQUE OR NOTEWORTHY CHARACTERISTICS OR VALUES. A TREE MAY BE CONSIDERED A SPECIMEN TREE BASED ON ITS SIZE, AGE, RARITY OR SPECIAL HISTORICAL OR ECOLOGICAL SIGNIFICANCE AND MAY ALSO MEET THE FOLLOWING CRITERIA:

- LARGE HARDWOOD (E.G. OAKS, POPLARS, MAPLES, ETC.) AND SOFTWOODS (E.G. PINES) IN GOOD OR BETTER OR BETTER CONDITION WITH A DBH OF 24" OR GREATER.
- SMALLER UNDERSTORY TREES (E.G. DOGWOODS, REDBUDS, SOURWOODS, PERSIMMONS, ETC.) IN GOOD OR BETTER CONDITION WITH A DBH OF 12" OR GREATER.
- LESSER-SIZED TREES OF RARE SPECIES OR SPECIAL INTRINSIC VALUE AS APPROVED BY STAFF.

HERITAGE TREE - A TREE THAT IS LISTED IN THE NORTH CAROLINA BIG TREE LIST, THE AMERICAN FOREST ASSOCIATION'S CHAMPION TREE LIST, THE MECKLENBURG COUNTY TREASURE TREE LIST OR ANY TREE THAT WOULD MEET 80% OF THE POINTS OF A TREE ON NORTH CAROLINA'S BIG TREE LIST.



DATE	ISSUED FOR	REV
10/26/2021	Initial Submittal to Town of Huntersville	0
01/13/2022	Second Submittal to Town of Huntersville	1
03/01/2022	Third Submittal to Town of Huntersville	2

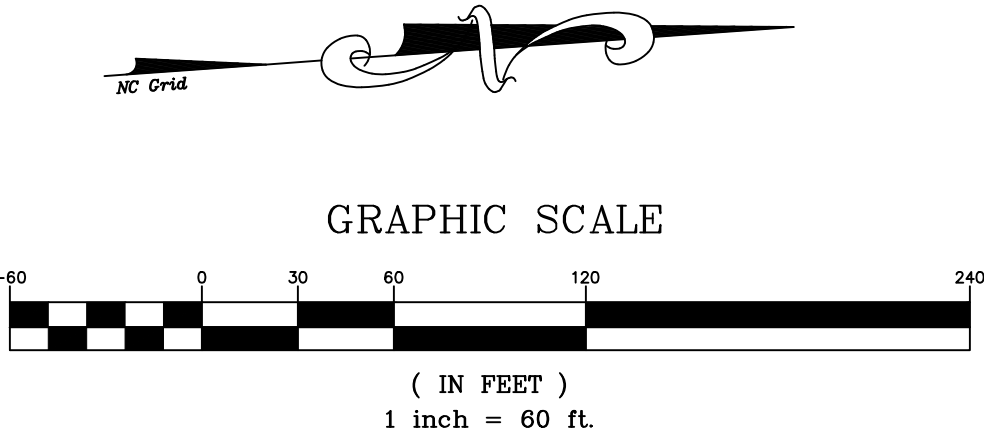
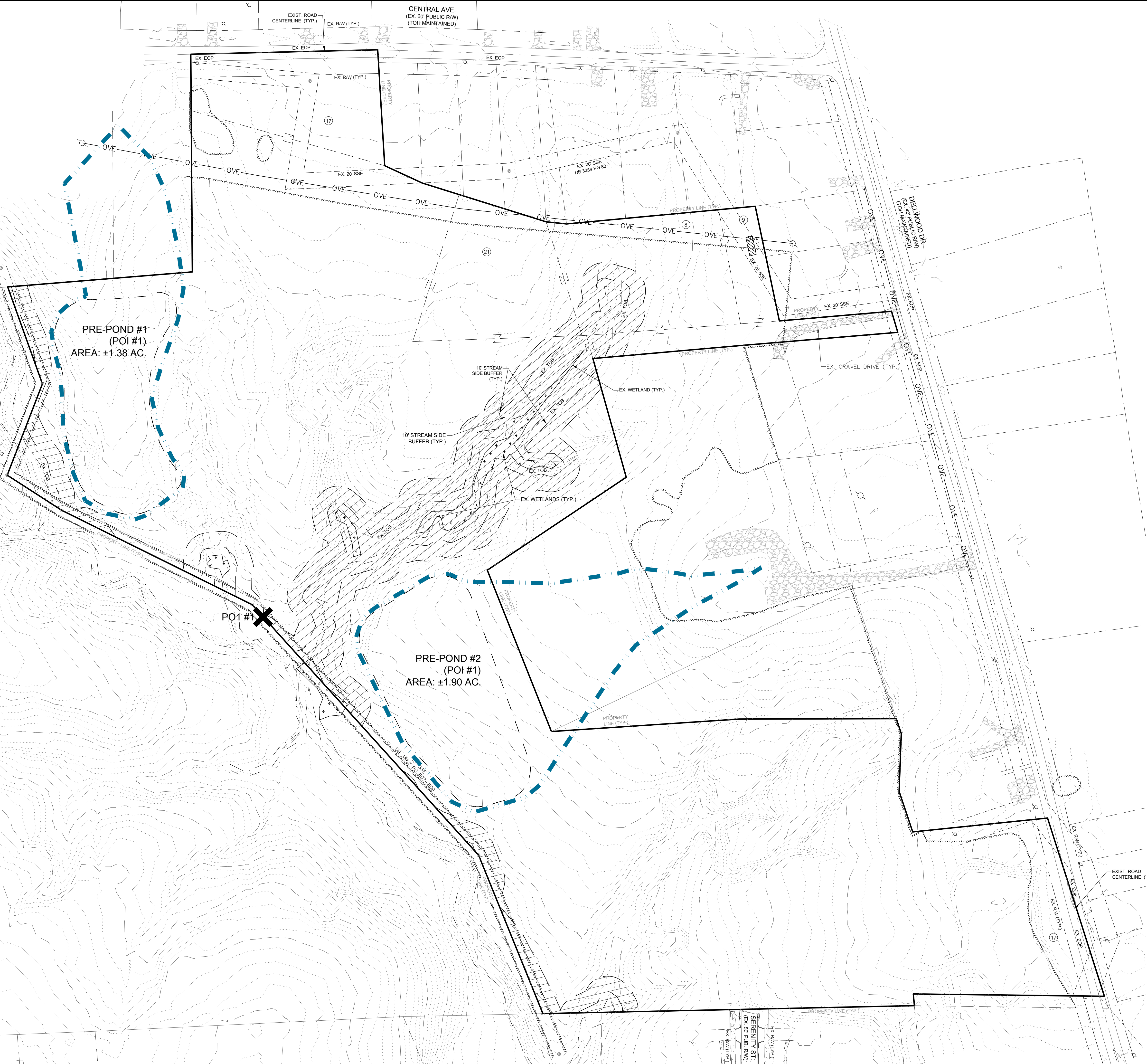
Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonemont Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoe-harris.com

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Department Manager P. Murphy	Checked D. Gates
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Asbuilt Drawn -	Asbuilt Date -
Client Bowman Development Group 13815 CINNABAR PLACE HUNTERSVILLE, NORTH CAROLINA 28078 P: (704)875-9704	
Project: Valea Subdivision Sketch Plan	
Drawing Title: Tree Perservation Plan	
Project No. 4676 DWG File Name: 4676 - Tree Perservation Plan	Drawing No. C4.01



DATE	ISSUED FOR	REV
10/26/2021	Initial Submittal to Town of Huntersville	0
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Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

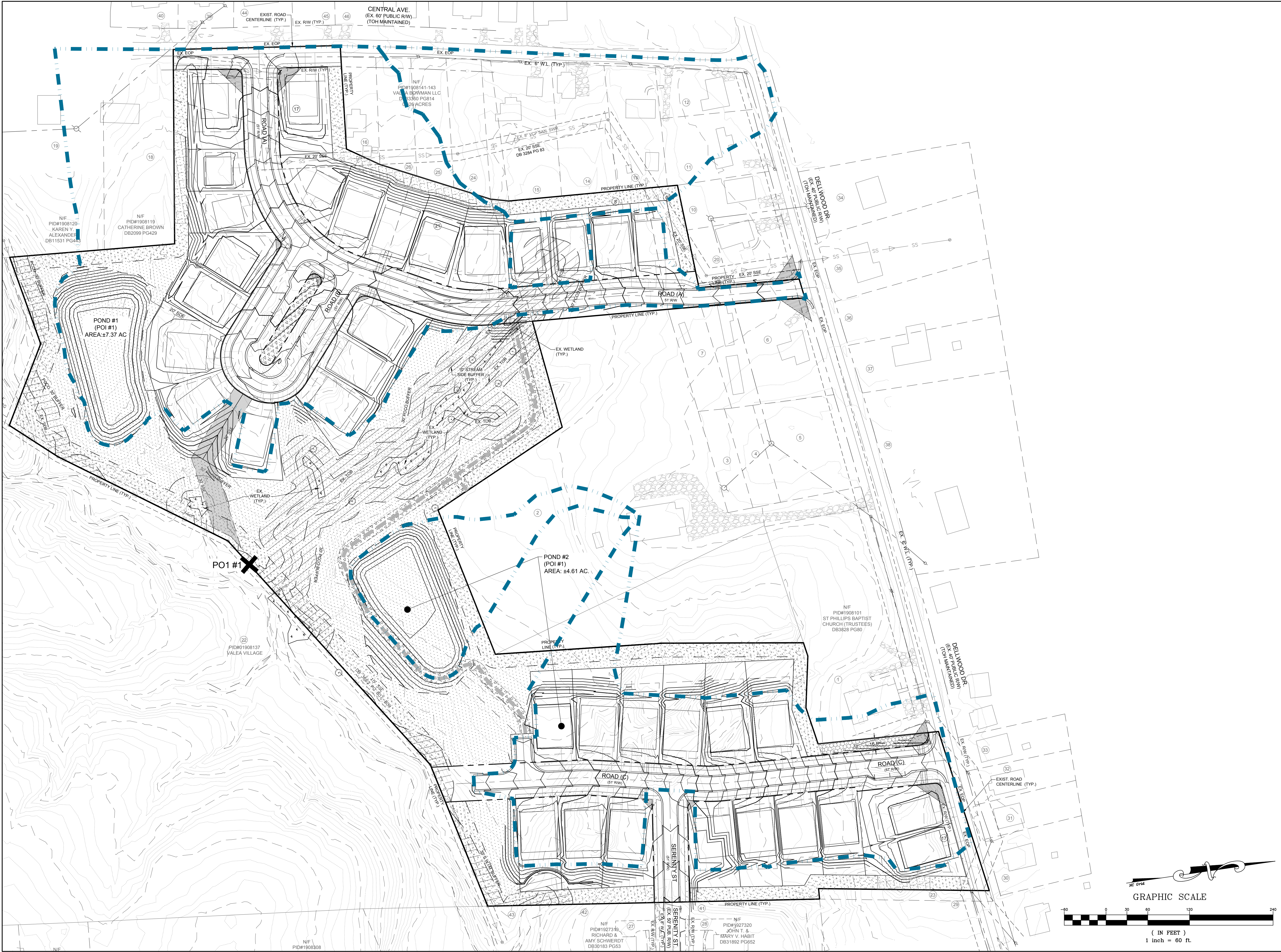
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Department Manager P. Murphy	Checked D. Gates
Print/Plot Date March 1, 2022	
Asbuilt Drawn -	Asbuilt Date -
Client Bowman Development Group 13815 CINNABAR PLACE HUNTERSVILLE, NORTH CAROLINA 28078 P: (704)875-9704	
Project: Valea Subdivision Sketch Plan	
Drawing Title: Pre-Drainage Map	
Project No. 4676	Drawing No. C5.00
DWG File Name: 4676 - Pre Drainage Map	



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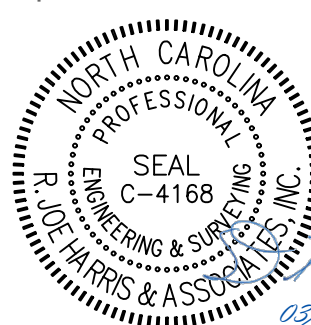


Engineer:

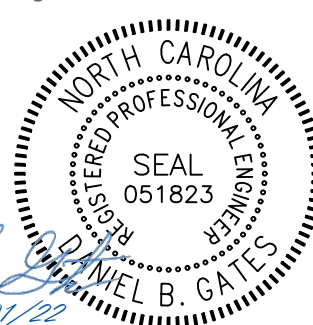


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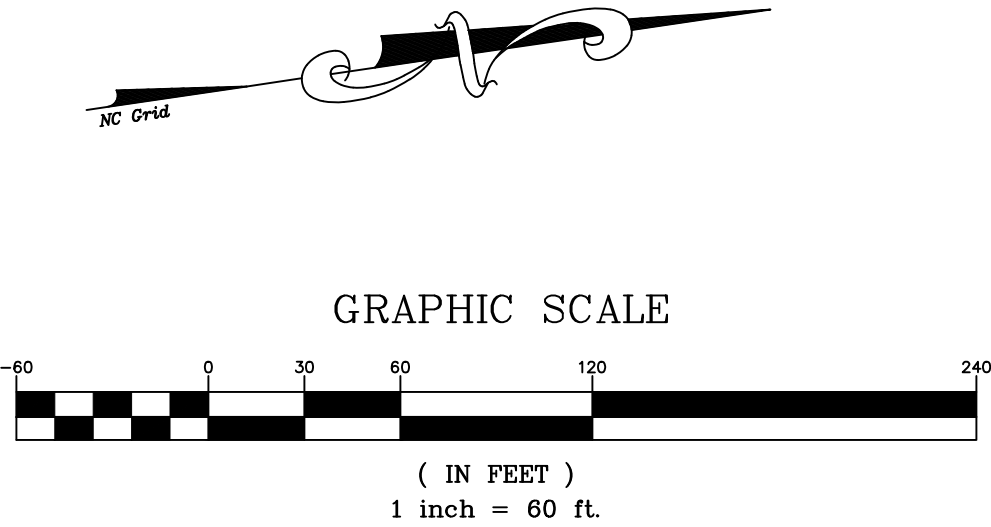


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Department Manager P. Murphy	Checked D. Gates
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Asbuilt Drawn -	Asbuilt Date -
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Project: Valea Subdivision Sketch Plan	
Drawing Title: Post-Drainage Map	
Project No. 4676 DWG File Name: 4676 - Post Drainage Map	Drawing No. C5.01



- LEGEND:**
- W - - - - - Prop. PVC Water Line
 - - - - - Prop. DIP Water Line
 - Prop. Fire Hydrant Assembly
 - Prop. Gate Valve
 - Prop. Reducer
 - SS - - - - - Prop. Sanitary Sewer Line
 - Prop. Sanitary Sewer Manhole
 - Prop. RCP Storm Pipe



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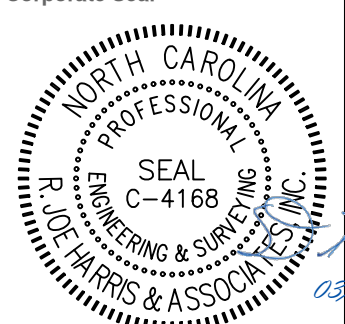
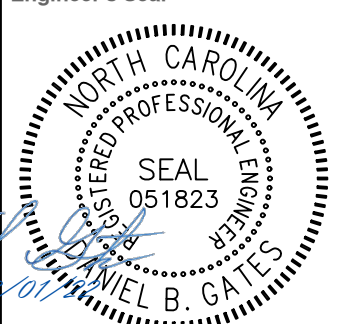
Engineer:



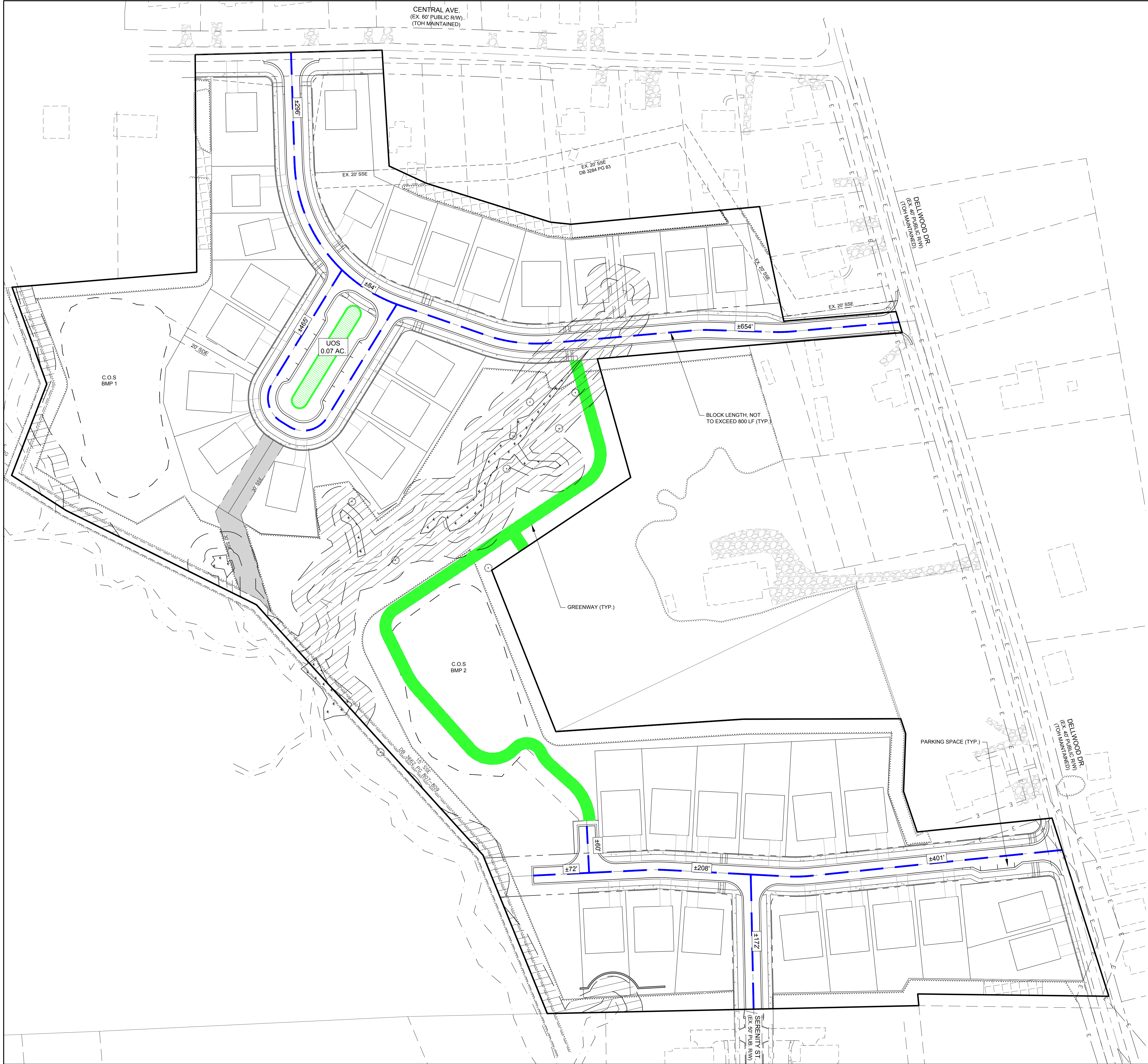
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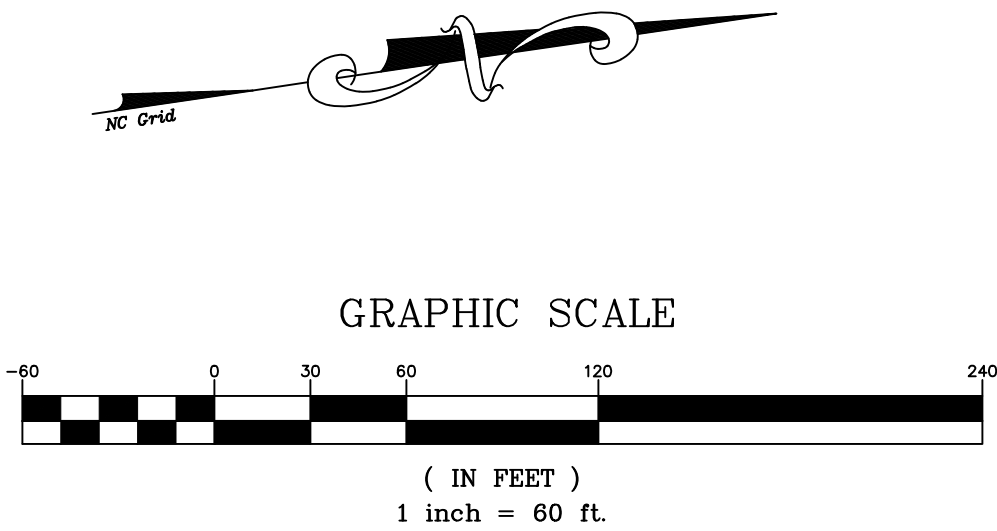
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Project Manager	Drawn
D. Gates	J. Vavrina
Department Manager	Checked
P. Murphy	D. Gates
Print/Plot Date	
March 1, 2022	
Asbuilt Drawn	Asbuilt Date
-	-
Client	
Bowman Development Group 13815 Cinnabar Place Huntersville, North Carolina 28078 P: (704)875-9704	
Project:	
Valea Subdivision Sketch Plan	
Drawing Title:	
Utility Plan	
Project No.	Drawing No.
4676	
DWG File Name:	
4676 - Utility Plan	C6.00



- LEGEND:**
- BLOCK LENGTH
 - GREENWAY
 - GREENWAY FRONTAGE
 - EXISTING PCCO (Post Construction Control) BUFFER



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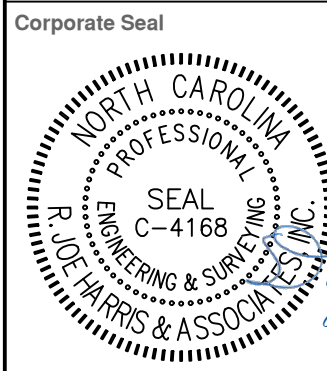
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Corporate Seal



Engineer's Seal

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Department Manager P. Murphy	Checked D. Gates
Print/Plot Date March 1, 2022	
Asbuilt Drawn -	Asbuilt Date -
Client Bowman Development Group 13815 Cinnabar Place Huntersville, North Carolina 28078 P: (704)875-9704	
Project: Valea Subdivision Sketch Plan	
Drawing Title: Frontage Improvement Plan	
Project No. 4676 DWG File Name: 4676 - Frontage Improvement	Drawing No. C7.00

Wednesday, December 15, 2021

Valea Village Neighborhood Meeting

Meeting was held in person at the Arts Center and streamed on Zoom

- Bee Jay Caldwell
 - Q - What does a by right plan mean
 - A - David Peete - It means that what is proposed is allowed based on the current zoning
- David Doctor
 - Q - What does the developer have to do for approval?
 - A - David Peete - Should meet all the requirements in the zoning category but they can ask for a modification. Modifications are up to the town board to decide if they will grant or not. A by right plan is a quasi-judicial process.
- Jennifer Morell
 - Q - What is the plan for the southern portion of the property?
 - A - We are only purchasing the to the north of the main creek running through the property. We currently have no plans to develop the southern property because there are access issues. We would imagine that the property owner will still want to sell this in the future and that eventually it will probably be developed but we have no plans at this point.
- Varona Wynn
 - Q - Do we own any of the property yet?
 - A - We own a small portion of the property and will buy the remaining once we have approvals. We did a land swap with the town giving the town more area around the Dellwood Center and getting a couple odd pieces from the town
 - Q - Isn't the property you got from the town in the swap historical
 - A - The town looked into this and we were told they were not historic
- Wanda Swanger
 - Q - What size houses will be built?
 - A - The lots are all 60' and the houses will be similar to what has been built in Vermillion
- Janelle Harris
 - Q - Will there be any low income housing?
 - A - We are not providing any low income housing but there is a section of road that the town has property fronting. There is room there for the town to utilize the road we are building and subdivide up to 4 lots that could be low income.
- Agusin Hinojosa

- Q - What does quasi-judicial mean
 - A - David Peete explained the process again
- Reg Miller
 - Q - How will this development affect the neighborhood? Worried we will force people out.
 - A - We have not forced anyone out anywhere we have previously connected Vermillion to the surrounding Neighborhoods. We have previously connected to both Gibson Park Dr and Dellwood Dr and have not forced anyone out.
 - Q - How will this affect property taxes?
 - We can't answer that because we have no control of that. Jack Simenau did a quick study on the property taxes after we connected to Gibson Pack Dr and it appeared that the property taxes increase at a similar rate of Huntersville and did not have a drastic increase because of the connection to Vermillion.
- Varona Wynn
 - Q - How is the creek and watershed protected from the increase runoff?
 - Q - Huntersville has a storm water ordinance that we have to follow that requires us to capture and treat rain runoff before it is discharged to the creek.
- Kathy Miller
 - Q - Will this be part of Vermillion and the HOA?
 - A - Yes this will be part of Vermillion and its HOA.
- Sherri Kempf
 - Q - What is the approval and construction timeline?
 - A - The earliest we would break ground is around a year and another 6-9 months before the first houses begin construction so roughly 2 years from now before the first houses are complete.
- Corine Mack
 - Q - Have you considered a community benefits agenda?
 - A - Have not heard of that but we are open to having a discussion
 - Q - Concerned about development of property that is historically black owned.
 - A - We are buying the property from the entity that originally purchased the land for development in 2007 from the Wynn family who sold it knowing the intent was for it to be developed.
 - Q - Is there any mix of affordable or low income housing?
 - A - Not on what we are developing but the town will have property fronting one of our new streets that they could use to create 4-5 lots for affordable or low income housing.
- Bob Salinas
 - Q - Where will construction traffic access the site?
 - A - The only 2 directions to access the site are on Central Ave coming from Holbrooks Rd which is the most direct or through Vermillion and up to Dellwood Dr. We will talk to the town to see if they have a preference as these are town street we will be using to access the site.

- Bee Jay Caldwell
 - Q - Concerned about impact of construction traffic to the neighborhood and is there not another route?
 - A - The previous plan we were going to access the site directly off Holbrook Rd which would have been a lower impact but that portion of the property is not part of the plan so we are limited to access off Central Ave and Dellwood. There is just no other access point to the site.
- Lesley Brown
 - Q - Concerned about the 2 connection to Dellwood Dr. Concerned about speeding on Dellwood. Can Dellwood get speed bumps and sidewalk.
 - A - The town requires connectivity. It is a way to disperse traffic. The 2 additional connections should influence drivers to slow down as there is a chance of a car turning onto or off the road. The town has a process to request speed study before it will consider installing them you should talk to the town. Sidewalk would be a great addition to Dellwood and Central but the problem is the town acquiring ROW from all the owners.
- Agustin Hinojosa
 - Q - Also concerned about speeding on Dellwood
 - A - This was answered to the previous question
- Varona Wynn
 - Q - Why can't you just walk away from the area and not develop in the neighborhood.
 - A - The land owner that you and your family sold the land to is stuck with the land at this point and wants to sell it so we are trying to help him get out of the situation he is in which involves developing this property.
- Perry Brown
 - Q - Can you look at bringing construction traffic in on Serenity St.
 - A - Again yes we will look at all options with the town staff to determine where our construction traffic will enter
- Corine Mack
 - Q - You need to make sure you are listening to the people and understand how this development will affect their houses, their life, and push people out of their houses.
 - A - We are listening and have been since the original Vermillion rezoning back in 1999. The neighborhood invited an organization called HELP to give their opinion on what we were doing and they said connecting Vermillion and not turning our back to the neighborhood was the best thing.
- Kellie Williams
 - Q - The price point in Vermillion is higher than the neighborhood. Who are you marketing to? Seems like people from outside the neighborhood and there is a need for affordable housing.
- Lesley Brown
 - Q - With the previous plan you said you would walk away but you are bringing the property back now. Why?
 - A - This is a different plan and we are now staying off the property around the Dellwood Center. There is still a land owner stuck with this property and has been trying to sell so we have made major adjustments to the plan to try and find something that works.
- Emmanuel Allen

- Q - Swap is confusing because GIS shows that the town paid you for the land it acquired in the swap.
 - A - That is an error on GIS. We punched the piece of land from the current land owner and did an even swap with the town. The town did not purchase it from us.
- Kathy Miller
 - Q - Concerned about water drainage.
 - A - We have to capture and treat the water before it leaves our site. If there is a specific area you can come by our office and we can look at it.
- Dora Dubose
 - Q - At the town board for the previous plan you said if the community does not want this you would walk away. Must protect the historic neighborhood. Will follow up with Nate
- Brandon Nelson
 - Q - Are the existing 3 lots on Central Ave part of this project?
 - A - They are not part of this project but houses would be built at a similar time and would be part of Vermillion.
- Aleta Dunn
 - Q - What would the pricing on housing be?
 - A - with how the real estate market has gone the last 2 years its hard to say but would probably start in the 400k range
- Bee Jay Caldwell
 - Q - How does annexation affect existing adjacent owners?
 - A - There is no forced annexation. Any owner has the option to voluntarily annex into Huntersville.
- Jennifer Morell
 - Q - What is the status of sewer capacity?
 - A - This area drains to WASACC which has plans for 2 plan expansions and CLT water is working on a pump station to divert some of the flow. Its at least 2 years from now for capacity to free up.
- Wanda Swanger
 - Q - Houses will be bigger than the existing neighborhood and Dellwood is tight and has trouble backing out of driveway.
- Janelle Harris
 - Q - Heard you want to move everyone out of the neighborhood.
 - A - We don't ever want to move anyone out of the neighborhood
- David Doctor
 - Q - Where are driveways and how do the homes park?
 - A - Same as Vermillion with front loaded garages. No alleys
- Brown

- Q - Can you look at bringing construction traffic in on Serenity St.
 - A - Again yes we will look at all options with the town staff to determine where our construction traffic will enter
- Varona
 - Q - Construction traffic needs to come in from Serenity
- Corine Mack
 - Q - The neighbors are the victims
- Bevelyn Sherril
 - Q - There is a lot of emotion and hope that feelings are listened to. Would like some residents included in discussion with town of the construction traffic.
- Allen
 - Q - Central Ave has substandard paving and worried that it can't handle the construction traffic

NEIGHBORHOOD MEETING

SIGN IN SHEET

NAME	ADDRESS	PHONE #	EMAIL ADDRESS
Bachel Z	Central Ave	4127586511	
Pauline Caldwell	1425 New Waver Dr	704-875-6811	
BRANDON NIXSON	14000 DAVID ST.	704-628-6762	665nebo@gmail.com
Amey Hallman	100 Cambridge Rd	704-458-3735	hallmans@
Joe Hallman	Huntersville	704-840-2790	roadrunner.com
Nanda Swanger	605 Dellwood	704-619-7886	
Cindy Lezard	613 Dellwood	980-273-0489	cindylezard@aol.com
Agustin Hinojosa	613 Dellwood	980-293-0353	agustin@aol.com
Taylor Hutto	127 Holbrook St.	704-557-5670	taylor.brock93@yahoo.com
Karin Sawhill	18534 Oakhurst Blv	704-576-4246	karin.sawhill@gmail.com
John Maas	13925 David St	704-681-1717	johnmaas@gmail.com
Beverly Starnell	13117 Central Ave 28078		bgsnabsw@hotmail.com
Lindsay Krone	10416 Drake Hill Dr. 28078	704-351-7032	lindsay.krone@gmail.com
Oralia Kears	9235 Feldman Dr. 28216	704-200-9357	iretak@gmail.com
Altanna White	13311 Central Ave	(704) 600-5120	altannawhite@yahoo.com
VINCENT FLOWERS	12605 Forrester Ave	(678) 914-7995	vinny/vinnay68@yahoo.com
Digne Means		704) 737-6450	
Anna Gerwinck	25121 Serenity Street	704-995-5700	
Marcus Miller	7819 New Market Ln.	803-807-0043	
Emmanuel Allee	13228 Central Ave	704-574-5889	emmanuelallee64@gmail.com
Odys Whitley	12944 S Church St Huntersville NC	980-522-1386	whitley012441@gmail.com

NEIGHBORHOOD MEETING

SIGN IN SHEET

NAME	ADDRESS	PHONE #	EMAIL ADDRESS
David Peete	TOTT	704-766-2216	dpeete@huntsville.org
HELEA DUNN	14201 HOLBROOKS ROAD	949 929 7559	BLUEIZDUNNS8@GMAIL.COM
Paul Lowe	TOTH		plowe@huntsville.org
Paul Miller	13514 Serenity St	614-679-2640	p.k.miller1@gmail.com
Kathy Miller	"	614-506-0878	"
Pat Miller			
Older James	301 Dellwood Dr	704-977-5941	mslivers@yahoo.com
Lesley Brown	301 Dellwood Dr	704 949-5577	lbrown442@yahoo.com
Helen Rivers	301 Dellwood DR	704 977-5942	Rivershelen4@gmail.com
Berlany Caldwell	14521 New Haven Dr.	704-875-0367	
Reginald Miller	202 Sherrilyn Ln	704-875-6076	RstinsonM@hotmail.com
Perry Brown	301 Dellwood Dr	704 598-8157	
Virginia Wynn	P.O. Box 2692 / 13219 New Haven Dr	704-948-6867	
John Habit	13528 Serenity St	540-226-1782	habitj@intl.com
Jennifer Morell	9723 ANDRES DRANUDRIAL	510-825-8074	jennmorell@yahoo.com
NICK WALSH	10320 Drake Hill Drive	704-577-0379	NICK.WALSH.F@LIVE.COM
BOB SZINTZ	13411 Serenity St	407-234-1112	BOB@LUC1961@GMAIL.COM
Sherril Kempf	13515 SERENITY ST	512-944-7028	sherril@3iinc.com
David Dachtel	13515 SERENITY ST	704-661-8131	david@3iinc.com
Janet Webb	109 Joyce Ave	704-977-2784	
Janette Harris	14111 Holbrooks Rd	254 661-4960	patsturnbaul@yahoo.com

SIGN IN SHEET

[illegible]

SIGN IN SHEET **ONLINE ATTENDEES**

[illegible]

Town of Huntersville: Valea Subdivision Sketch Plan Revised

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: 34 single family detached dwellings under NR zoning.

CMS Planning Area: North

Average Student Yield per Unit: 0.5118

This development may add 17 students to the schools in this area.

The following data is as of 20th Day of the 2020-21 school year.

<i>Schools Affected</i>	<i>Total Classroom Teachers</i>	<i>Building Classrooms/ Teacher Stations</i>	<i>20th Day, Enrollment (non-ec)</i>	<i>Building Classroom/ Adjusted Capacity (Without Mobiles)</i>	<i>20th Day, Building Utilization (Without Mobiles)</i>	<i>Additional Students As a result of this development</i>	<i>Utilization As of result of this development (Without Mobiles)</i>
LEGETTE BLYTHE ELEMENTARY	53	50	871	822	106%	7	106%
JM ALEXANDER MIDDLE	48	54	938	1055	89%	4	89%
NORTH MECKLENBURG HIGH	116.5	108	2146	1989	108%	6	108%

The total estimated capital cost of providing the additional school capacity for this new development is \$502,000; calculated as follows:

Elementary School: **7**x \$34,000 = \$238,000

High School: **6**x \$44,000 = \$264,000

RECOMMENDATION

Adequacy of existing school capacity is a significant problem. We are particularly concerned about a case where school utilization exceeds 100% since the proposed development may exacerbate the situation. Approval of this petition may increase overcrowding and/or reliance upon mobile classrooms at the schools listed above.

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Jack Simoneau, Planning Director
Kayleigh Mielenz, Planner I

Date: April 18, 2022

Subject: Consider decision on Petition #TA21-15 to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height.

EXPLAIN REQUEST:

Consider decision on Petition #TA21-15, a request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 8.7 Height Limitation, 12.2.1 General Definitions, 4 Apartment Building Type & Shopfront Building Type, 7.10 Open Space, and 7.11 Urban, Agricultural, Common, Natural, & Recreational Open Space to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height.

ACTION RECOMMENDED:

Consider decision on TA21-15.

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. TA21-15 BOC Staff Report
2. Application 11.22.21
3. TA21-15 Proposed Ordinance Language_Update w Open Space_Final 02.08.22
4. HOAB Minutes Combined
5. October 7 HOAB Documents
6. PB Item 4D 03.22.2022 Minutes
7. Occupiable Roof Criteria per Building Code

TA21-15 – Rooftop Amenity Space Text Amendment

PART 1: DESCRIPTION

TA21-15 is a text amendment request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 8.7 Height Limitation, 12.2.1 General Definitions, 4 Apartment Building Type & Shopfront Building Type, 7.10 Open Space, and 7.11 Urban, Agricultural, Common, Natural, & Recreational Open Space to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height.

PART 2: BACKGROUND

- North State Development, LLC rezoned 9.94 acres through a conditional rezoning to TC (CD) (R20-03). The developer later contacted the Planning Department about adding a 750 SF rooftop amenity space on the top corner of a mixed-use building where Gilead Rd will meet Public Street A next to Town Center.
- The conditional rezoning for this project allowed a maximum building height of 52.5'.



Approved Rezoning



Potential Rooftop Amenity

- Article 8.7 states that no area intended for human occupancy can exceed the height limit of buildings (in this case, 52.5'). Therefore, staff advised the developer a rooftop amenity space for the mixed-use building would not be permitted because it would increase the building height past the allowed maximum of 52.5'. Staff also indicated rooftop amenities would be desirable in Huntersville and Staff would investigate the potential of a zoning text amendment.
- On October 7, 2021 Huntersville staff sought feedback from the Huntersville Ordinance Advisory Board regarding rooftop amenities. Attachment 4 contains the summary of the issues presented to the HOAB for discussion including a summary description of the issue and ordinances from other communities relating to rooftop amenities. The HOAB expressed interest in the possibility of a text amendment but wanted to see proposed ordinance language.
- An initial draft of the proposed ordinance language for the rooftop amenity space text amendment went to the HOAB for discussion on December 2, 2021. Several members expressed concerns with the text amendment draft language and staff indicated a final draft would be presented in January 2022.
- A final draft of TA 21-15 was presented to the HOAB on January 6, 2022. By a 4-4 vote, the Huntersville Ordinances Advisory Board did not recommend approval of TA 21-15. NOTE: Attachment 3 contains the minutes from the 3 HOAB meetings where rooftop amenities were discussed.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

- Policy LU-7: Require new development to follow design principles that reinforce the vision for the Town as expressed in this plan and other adopted plans. LU 7.2: Consider updates to the Huntersville Design Guidebook and/or Zoning Ordinance as needed to improve the commercial and multi-family design.

- Staff Comment: Rooftop amenities are typically found in in urbanized areas. The proposed amendment offers flexibility to rooftop amenities with limitations to minimize impact on adjoining residential properties.
- Policy LU-8: Emphasize form and flexibility in Mixed-Use Centers, Employment Centers, the Town Core, and Activity Centers. Policy LU 8.2: Evaluate and strengthen incentives to encourage the achievement of higher design standards.
 - Staff Comment: Each of these Future Land Use Character Areas allows for a mixed use and/or apartment building type in some capacity. This text amendment will provide greater flexibility for height regulations for mixed-used and apartment building types. The additional flexibility could act as an incentive for applicants to demonstrate excellence in design.
- Policy LU-11: Protect Existing Housing Stock. LU 11.1: Protect and enhance the unique character of Huntersville’s neighborhoods by using planning tools to safeguard from potentially negative impacts of development and redevelopment.
 - Staff Comment: The proposed amendment offers flexibility to rooftop amenities with limitations to minimize impact on adjoining residential properties.
- Policy DT 1.1: Encourage vertical mixed-use development with active visual engagement between the street and the ground and upper floors along Active Frontages. Policy DT 1.4: Consider revisions to ordinances, the Design Guidebook, and/or review and approval processes to achieve an elevated design in the downtown area.
 - Staff Comment: This text amendment has the ability to encourage developers of a mixed-use building type in the downtown area to provide a rooftop amenity space, creating visual engagement between the street and the upper floors of the building along the active frontage. Rooftop amenities are an attractive feature that add a touch of luxury to buildings.
- Policy DT 11.1: Allow and encourage residential development in Downtown Huntersville, including for-sale and rental housing integrated with commercial uses.
 - Staff Comment: This text amendment could encourage residential development in Downtown by allowing greater flexibility in development regulations for mixed-used building types.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board did not recommend approval (4-4) of the proposed text amendment on January 6, 2022. See attachment 3 for combined minutes from all three HOAB meetings where this item was on the agenda. See attachment 4 for the documents that were presented at the HOAB meeting in October 2021 when the proposed text amendment was first brought for discussion.

PART 6: PUBLIC HEARING

The public hearing was held on March 7, 2022. One comment from the public was made that was not in favor of the text amendment due to concern of adequate protection of surrounding properties.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board recommended approval (7-2) of the text amendment as proposed on March 22, 2022. Please see part 9 of this report for the motion and see attachment 5 for the minutes from the Planning Board meeting.

PART 8: ATTACHMENTS

1. Text Amendment Application
2. Ordinance
3. Combined HOAB Minutes
4. October 7, 2021 HOAB Agenda Item Documents: Summary and Code Research
5. March 22, 2022 Planning Board Minutes
6. Occupiable Roof Criteria per Building Code

PART 9: STATEMENT OF CONSISTENCY – TA21-15

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA21-15, Planning Staff recommends approval based on the application based on the amendment being consistent with policies LU-8, LU 8.2, LU-11, LU 11.1, DT 1.1, DT 1.4, and DT 11.1 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest because as the Town continues to grow, it will take a more urbanized form and we expect to see greater desire for rooftop amenities.	APPROVAL: S. Hensley made a Motion to Approve TA21-15, the Planning Board recommends approval based on the amendment being consistent with policies LU8, LU8.2, LU11, LU11.1, DT1.1, DT1.4, and DT11.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest because as the Town continues to grow it will take on more urbanized form and we expect to see greater desire for more rooftop amenities. S. Swanick seconded the motion. The motion passed (7-2) with J. Sny and T. Loomis opposed.	APPROVAL: In considering the proposed amendment TA21-15, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...<i>(Explain)</i>
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA21-15, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... <i>(Explain)</i>



Text Amendment Application

Date of Application 11/22/21

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 8.7, 7.10, 7.11, 4, 12.2.1 Section(s): _____

see attached

Current Ordinance

See attached

Proposed Text

Reason for Proposed
Change

To allow 3 place standards for Rooftop Amenity
Spaces to exceed the maximum building height.
These spaces are intended to be an accessory
use for building occupants.

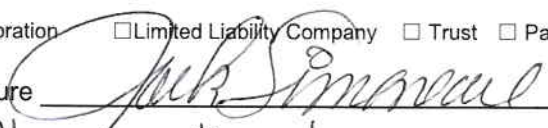
Attach additional pages if needed.

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

Applicant

Printed Name Town of Huntersville Planning Department

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

Signature  Date 11/22/21

Title Planning Director Email Jsimoneau@huntersville.org

Address of Applicant 105 Gilead Rd, 3rd Floor, Huntersville, NC 28078

Property Owner (if different than applicant)

* Printed Name N/A

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

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

Date Received By Planning Department: 11/22/21

Staff Initials: KIM

AN ORDINANCE TO AMEND ZONING ORDINANCE ARTICLES 8.7: HEIGHT LIMITATION; 12.2.1: GENERAL DEFINITIONS; ARTICLE 4: BUILDING AND LOT TYPES: APARTMENT BUILDING; ARTICLE 4: BUILDING AND LOT TYPES: SHOPFRONT BUILDING; ARTICLE 7.10 OPEN SPACE; AND ARTICLE 7.11 URBAN, AGRICULTURAL, COMMON, NATURAL, & RECREATIONAL OPEN SPACE TO ALLOW AND ESTABLISH STANDARDS FOR ROOFTOP AMENITY SPACES THAT EXCEED THE MAXIMUM BUILDING HEIGHT

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 8.7: Height Limitation of the Zoning Ordinance is hereby amended as follows:

- .1 The height of habitable buildings and components is controlled by building type (Article 4).
- .2 Structures and structural components not intended for human occupancy (including towers, steeples, flagpoles, chimneys, water tanks or similar structures) may exceed the height limit of buildings. Further, towers primarily used for manufacturing purposes that may also be occupied may exceed the height limit of buildings. Components of civic buildings which extend above the height limit shall follow the standards for the civic building type (Article 4). When adjacent to a lot or lots located in a residential district, any part of a non-civic structure which extends above the height limit must be separated from the residential lot by a distance equal to its height measured from the ground. In all other instances, any part of a non-civic structure which extends above the height limit must be separated from lot lines by a minimum distance of one foot for every four feet in height measured from the ground.
- .3 The height limitations of this section shall not apply to public utility poles and lines, skylights, and roof structures for elevators, stairways, tanks, heating, ventilation and air-conditioning equipment, or similar equipment for the operation and maintenance of a building, and any device used to screen such structures and equipment.
- .4 Commercial communication towers, where permitted, may exceed the height limit for structures when the standards of Section 9.9 are met.

.5 Rooftop Amenity Spaces & Exceedance of Maximum Building Height

The intent of these rooftop amenity space regulations is to allow rooftop amenity spaces for residents of an apartment building type or mixed-use building type to exceed the maximum building height allowed subject to the below standards:

- a. **Location.**
 - i. **Rooftop Amenity Spaces shall be separated by a distance of at least 100 feet from property lines of a single-family residential use when such single-family residential use is located in the R, TR, NR, or GR zoning district.**
- b. **Size and Height.**
 - i. **The height of the rooftop amenity space and structures therein shall not exceed 15 feet above the proposed building height; and**
 - ii. **The area of the rooftop amenity space, measured to the outermost exterior element, shall not exceed 1,500 square feet.**
- c. **Access.**

- i. Rooftop amenity spaces shall be available to all residents of dwelling units in a building, but not to commercial tenants of a mixed-use building.
- d. Lighting and Noise.
 - i. Rooftop Amenity Spaces shall adhere to the lighting standards set in the Zoning Ordinance under Article 8.26.
 - ii. Rooftop Amenity Spaces shall adhere to the noise standards set in the Town Code of Ordinances under Title IX, Chapter 93, Article III. Noise.
 - iii. The use of sound amplifying equipment shall be prohibited.
 - iv. All exterior lighting associated with rooftop amenity spaces shall be on a timer that turns the lights off at 11:00 p.m., except for necessary lighting for site security.
- e. Open Space.
 - i. Rooftop Amenity Spaces may count towards Urban Open Space requirements in accordance with Articles 7.10 and 7.11.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12.2.1: General Definitions of the Zoning Ordinance is hereby amended as follows:

Rooftop Amenity Spaces. A covered, uncovered, or enclosed space on a building rooftop that is intended to be an accessory use for building occupants.

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4: Building and Lot Types: Apartment Building of the Zoning Ordinance is hereby amended as follows:

Permitted Heights and Uses

1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above.

5. Rooftop Amenity Spaces for Apartment Building Types may exceed the maximum building height in accordance with Article 8.7.

Section 4. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 4: Building and Lot Types: Shopfront Building of the Zoning Ordinance is hereby amended as follows:

Description

The shopfront building is a small-scale structure which can accommodate a variety of uses. The structure is typically a maximum of 15,000 square feet. A group of shopfront buildings can be combined to form a mixed-use neighborhood center. Individual shopfront buildings can be used to provide some commercial service, such as a convenience food store, in close proximity to homes. Traditional commercial buildings in the old town provide good examples. Hotels, inns, and conference centers may be placed in shopfront or mixed-use buildings. **A mixed-use building duplicates the shopfront building type in accordance with the applicable Zoning District, see applicable Zoning District for additional standards.** Where possible, structures shall be designed to terminate vistas or serve as key focal points in the neighborhood.

Permitted Heights and Uses

1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
3. Building height to the ridge may vary depending on the roof pitch.
4. Permitted uses are indicated above, and are further controlled by district regulations.
5. Where an existing residential building converts to a mixed-use building, at least 40% of the habitable floors area shall be residential.

6. Rooftop Amenity Spaces for residents of Mixed-Use Building Types may exceed the maximum building height in accordance with Article 8.7.

Section 5. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 7.10 Open Space – Purpose, Intent, and Definitions of the Zoning Ordinance is hereby amended as follows:

7.10 Open Space – Purpose, Intent and Definitions

Regulations are intended to provide quality open space within a subdivision, multi-building site or commercial development.

There are five types of open space Urban, Agricultural, Common, Natural, and Recreational. Encouragement is given to apply creative design and allow flexibility to aid application of open space typologies. When determining placement of open space within a subdivision evaluation should occur when siting services and infrastructure by reducing road length, utility runs, and pavement. The creation of compact neighborhoods accessible to open space amenities aid strong community identity.

.1 Open Space Typologies Defined

- (a) Urban Open Space: planned and improved open space, accessible and usable. For small lot subdivisions urban open space shall be provided to persons living within ¼ mile

measured along rights-of-way. In large lot subdivisions, urban open space application is required at ½ mile.

- (b) Agricultural Open Space: preserve agricultural lands and rural character that would likely be lost through conventional development approaches.
- (c) Common Open Space: Any portion of a land that is not part of a private lot or tract of land such as, but not limited to, area devoted to water quality/quantity measures, entryway features including the landscape material, signage and, if applicable berm and any other open space area that is not defined by one of the four other open space types.
- (d) Natural Open Space: preserve forested lands, natural features, and rural character that would likely be lost through conventional development approaches.
- (e) Recreational Open Space: to provide for active and passive recreation, included but not limited to, implementation of associated long range Town/County plans.

Reference Article 12: Definitions for subdivision, large lot.

.2 All zoning districts, except Rural, require Urban Open Space to be incorporated into the design. All open space areas outside of landscape and BMP (stormwater) easements and lots that are not specified as Urban Open Space shall meet one or a combination of the remaining four open space typologies, Agricultural, Common, Natural and Recreational. Article 3 and Article 7.11 shall be referenced for further information.

.3 Rural Zoning shall incorporate a combination of Agricultural, Common, Natural, or Recreational open space typologies. Article 3.2.1 and Article 7.11 shall be further referenced.

.4 Below is a table outlining what types of open space options are available to meet zoning district standards.

Open Space Type:	Zoning Districts:	<i>R</i>	<i>TR</i>	<i>GR</i>	<i>NR, NC, TC, HC, CI, CB, SP, TND-U, TND-R, VS, TOD-R, and TOD-E</i>
<i>Common (7.10.1.c)</i>		◇	◇	◇	◇
<i>Agricultural (7.10.1.b)</i>		◇	◇		
<i>Natural (7.10.1.d)</i>		◇	◇		
<i>Recreational (7.10.1.e)</i>		◇	◇		
Urban (7.10.1.a):	Urban Types:				
	<i>Community Garden</i>		◇		◇
	<i>Forcourt</i>		◇		◇
	<i>Green</i>		◇		◇
	<i>Greenbelt</i>		◇		◇
	<i>Greenway</i>		◇		◇
	<i>Park</i>		◇		◇
	<i>Parkway</i>		◇		◇
	<i>Pedestrian Passage</i>		◇		◇
	<i>Plaza</i>		◇		◇
	<i>Promenade</i>		◇		◇
	<i>Square</i>		◇		◇
	<i>Woonerf</i>		◇		◇
	<u>Rooftop Amenity Space</u>		◇		◇

Section 6. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 7.11 Urban, Agricultural, Common, Natural and Recreational Open Space of the Zoning Ordinance is hereby amended as follows:

7.11 Urban, Agricultural, Common, Natural and Recreational Open Space

.1 Urban Open Space:

(a) Urban Open Space is defined as all areas not divided into private or civic building lots, streets, right-of-way, parking or easements.

(b) Urban Open Space shall be planned and improved, accessible and usable by persons living nearby. Improved shall mean cleared of underbrush and debris and may contain one or more of the following improvements: landscaping, walls, fences, walks, statues, fountains, ball fields, and/or playground equipment. Walls and fences shall be made of brick, stone, wrought iron, or wood and shall not exceed 3.5 ft. in height. (Exceptions: fences used in conjunction with ball fields.) Urban Open Space shall conform to one of the Urban Open Space types described in this section, or to a minor variation of same.

(c) In major subdivisions and multi-building developments in all zoning districts except Rural, urban open space shall be integrated into the design of the site. Such open space, whether on-site or off-site, shall be located within $\frac{1}{4}$ mile of each building lot as measured along the rights-of-way of streets providing access between the two. In large-lot subdivisions such urban open space shall be integrated into the design of the site so that, whether located on-site or off-site, such open space is located within $\frac{1}{2}$ mile of all building lots, as measured along the rights-of-way of streets providing access between the two.

(d) Urban Open Space features should provide focal points for the neighborhood. A central square or green, for example, may comprise a majority of the open space. There should be a hierarchy of open space within new neighborhoods to serve the needs of all residents.

(e) No more than twenty-five (25) percent of each above ground water quality/quantity treatment system (BMP) within an urban open space area can be used. Any above ground BMPs located within an Urban Open Space must add to the overall quality of the open space, rather than detract from area devoted to BMP. To exceed the twenty-five (25) percent limitation a design may be submitted to the Planning Board for review and approval. Such BMP design shall incorporate a combination of the following design elements; but not limited to, pathways, boardwalks, ponds with fountains, and landscape material. Underground BMPs are not limited.

(f) Urban Open Space types include Community Garden, Forecourt, Green, Greenbelt, Greenway, Park, Parkway, Pedestrian Passage, Plaza, Promenade, Square, ~~and~~ Woonerf, and Rooftop Amenity Space, and are characterized as described below or to a minor variation of same.

Community Gardens should be centrally located and accessible to residents for participation. Maintenance of the site shall be continued year round, as the intent is for the garden to be all-season. Should the garden become abandoned then the garden area will be required to be seeded with grass and used as a recreational area. Community Gardens shall be a minimum of 500 sq. ft.



Forecourts are open space areas which act as buffers between residential buildings and non-residential buildings or streets. Forecourts are entirely bounded by streets. It is recommended that forecourts be planted parallel to all street ROW's with one tree species. Such plantings shall be a minimum of 10 ft. on center and a maximum of 30 ft. on center.



Greenbelts run along the perimeter of a neighborhood or town and serve to buffer from surrounding non-compatible uses such as a highway corridor, industrial district, or from agricultural areas or adjacent towns.

Greenbelts are left natural, but may include walking trails or passive recreation. In addition, schools located adjacent to Greenbelts can provide all recreational and athletic fields within the greenbelt. Streets bordering greenbelts shall match the Residential Street standards in Article 5 and the Huntersville Engineering Standards and Procedures Manual.



A **Green** is typically landscaped with trees at the edge and an open expanse of grass in the center that is externally surrounded directly or indirectly by buildings.



Green continued.



Greenways are generally linear in nature and may bisect or border developments. They are designed to incorporate natural settings such as creeks and significant stands of trees with neighborhoods. Recreational uses shall be provided, at a minimum, trails for walking, jogging and/or bicycling. A greenway may be bound by a public street, but not required. Greenways dedicated to Town/County as identified on the adopted greenway



plan will be counted toward tree save area, if relevant. Upon completion of the publicly dedicated greenway any trees removed due to construction are not required to be replaced.



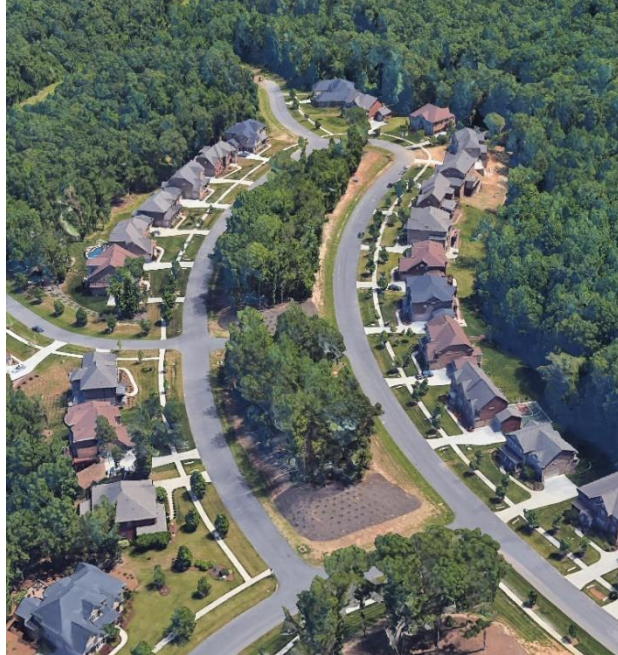
Parks may be designed for passive and/or active recreational use. Parks shall be bounded by streets on a minimum of 25% of their perimeter, and are encouraged to be enclosed by streets on all sides. Mini Parks, such as, but not limited to dog parks, playgrounds, pocket parks and splash pads can be incorporated throughout a development to meet the ordinance requirements.



Where mini parks are not used, the minimum size shall be 1 acre and maximum size 3 acres. Maximum park size may exceed 3 acres, if through design, the park creates a central open space, which services an entire neighborhood or group of neighborhoods; or incorporates physical features, which are an asset to the community (i.e. lake, high ground, significant stand of trees).



Parkways are open spaces designed to incorporate natural settings such as creeks and significant stands of trees within a neighborhood. Parkway may be entirely bounded by streets or pedestrian ROW's within developed areas. Parkway differ from parks and squares in that their detailing is natural (i.e. informally planted). Parkway are used for walking, jogging or bicycling. In addition, small scale recreational features such as playground area or soccer field are appropriate in parkways. Streets bordering the parkway shall match the Residential Street standards in Article 5 and the Huntersville Engineering Standards and Procedures Manual.



Parkways continued.



A **Plaza** is an open area adjacent to a civic, commercial, or residential building/s. Plazas function as gathering places. Limited parking is also permitted. Plazas are always paved in brick or another type of paver or crushed stone. Plazas shall be level, stepped, or gently sloping (less than 5% grade). The following sizes are recommended but may be smaller or larger depending on the building or facility design. At no time shall a plaza's horizontal



length or width be greater than 3 times the height of surrounding buildings. Plazas may be left unplanted. If planted, trees should form the geometric frame of the plaza space or for the structure the plaza services. Spacing shall be a minimum of 10 ft. on center and a maximum of 30 ft. on center. Minimum size is 2,000 sq. ft. and maximum size is 30,000 sq. ft.	
<u>Pedestrian passageways</u> are relatively narrow public spaces located in dense areas between buildings, allowing pedestrian access to the public front. These passageways can be successful locations for store entries, window displays, café seating or public meeting space. The passageway shall incorporate fixtures such as, but not limited to fountains, benches, landscape materials, sculptures, and other decorative elements. Pedestrian passageways continued.	 
A <u>Promenade</u> is a large, linear-designed area, usually adjacent to buildings lined with trees and shrubbery, which can be used as a public walk. Typically parking surrounds a promenade.	

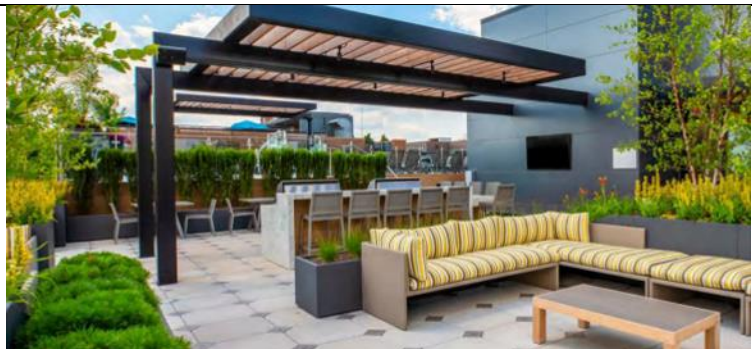
Squares are areas for passive recreational use. Squares shall be bounded by streets on a minimum of three sides or 75% of their perimeter. Minimum size: 500 sq. ft.; Maximum size: 1 acre. Squares may be entirely paved in crushed gravel, brick paver, or similar material, or partially paved with other areas of soft landscape. Squares are encouraged to be planted parallel to all street ROW's with one tree species planted a minimum of 10 ft. on center and at a maximum of 30 ft. on center. Geometrical tree planting layouts for internal plantings are encouraged. A close can function as a square.



A **Woonerf** is an access way where the primary use is by pedestrian and bicycles with secondary use by vehicles. By removing curbs and any indication of a car travel line, while at the same time adding landscaping and street furniture, the public realm for pedestrians is expanded into what was the street. Parking areas shall be dispersed.



A Rooftop Amenity Space is a covered, uncovered, or enclosed space on a building rooftop that is intended to be an accessory use for residents of apartment building type or mixed-use building type. Rooftop Amenity Space must be accessible to all residents in a development to count towards Urban Open Space. Maximum of 1,500 SF of Rooftop Amenity Space



able to count towards Urban Open Space requirements. Rooftop Amenity Space improvements shall include, but are not limited to, seating, landscape materials, and lighting. Rooftop Amenity Space improvements can include, but are not limited to, shade structures, fountains, sculptures, and other decorative elements.



Section 7. Effective Date.

This ordinance shall become effective immediately.

Text Amendment Timeline

Recommendation by HOAB: 01/06/22

Public Hearing: 03/07/22

Recommendation by Planning Board: 03/22/22

Final Decision by Town Board: 04/18/22



Huntersville Ordinances Advisory

Board Minutes

October 7, 2021

3:30 p.m. – 5:00 p.m.

Location: VIRTUAL MEETING

A. Call to Order

Attendance: M. Jones, T. Taylor, L. Munger, K. Jones, J. Henson, S. Moore, F. Gammon, T. Finlay (arrived at 3:43 p.m.), and B. Skelly

Non-voting members present: J. Simoneau, J. Glass & T. Barron

A. Adoption of September 2, 2021 Minutes (Attachment 1)

S. Moore made a Motion to Approve the September 2, 2021 Minutes. J. Henson seconded the motion. The motion passed (8-0).

B. Decision on amending the agenda to include item 5 under D. Other Business.

L. Munger made a Motion to Approve amending the agenda to include Item 5 – Discussion and possible recommendation on amendment to multiple ordinances to comply with SB 300, decriminalization of certain ordinances. S. Moore seconded the motion. The motion passed (8-0).

C. Comments from Audience (3 minutes per person allocation)

D. Other Business

1. **Discussion on Rooftop Amenity Spaces and building height limits (amenity to comply with existing building height or establish special provisions for rooftop amenities? Attachment 2, 3).**

J. Simoneau, Planning Director reviewed that a project proposed for Downtown Huntersville has proposed a design that would include a rooftop amenity for its residents. Staff determined a text amendment was reasonable to allow this type of feature within the Town. Staff reviewed the current ordinance Article 8.7 – height limitation and the research completed on surrounding municipalities relative to what is permitted and what is restricted such as ensuring privacy for adjacent neighbors, lighting, noise, size and height, and access standards.

K. Jones asked Staff if we know what the applicant in Downtown Huntersville is proposing to use the space for, what size is proposed and where it would be located. Staff responded it would be for resident use only, located on the Northeast corner nearest Discovery Place Kids and the size would be limited by building code which Staff understands may be a maximum of 750 square feet. She commented she would like to see staff focus on where they are allowed, lighting and noise provisions.

F. Gammon commented that he has seen many of these in other locations and they are an attractive amenity, he asked if we know what the applicant will use the space for and how the setbacks are calculated with the additional height. Staff commented that it will be for the residents to go sit outside, there is a proposed pergola to create some shade and if the building meets setback requirements, then it would qualify there would not be additional setback requirements.

T. Taylor commented that the building code has additional requirements when a rooftop area exceeds 10% of the total area which may be what would limit the applicant to 750 square feet. He is not opposed to rooftop amenities and would recommend focusing on what the use of the space is because this could be something they would quickly want to turn into a bar and that would create noise and light pollution concerns. Staff commented that our position is that commercial type uses would need to comply with the building height requirements as they exist now and this ordinance would address amenity uses only.

K. Jones commented that she is familiar with a rooftop space that works as a clubhouse type amenity for residents. It can be reserved or rented by the residents and unless there are specific rules regarding the noise and use it cannot be controlled. Staff thanked her for her feedback and said that will be useful in formulating the ordinance.

L. Munger asked where Staff would propose adding this amendment to the ordinance, if Staff considered applying this to residential and commercial zoning, and residential buildings that face a greenway. Staff commented that the amendment will be word smithed and the ordinance reviewed to determine all the references needed in the ordinance. The height will be measured from the street, not the greenway.

M. Jones asked if safety needs to be addressed relative to preventing a falling risk or objects going over the side and potential risks below. Staff stated that in their research they did notice setbacks from the building and all buildings are allowed to have balconies so there is always going to be a potential risk of something being thrown or falling. T. Taylor commented that the building code will require a 42-inch railing.

S. Moore recommended incentivizing this option as being able to count towards open space requirements for the developer to get them to think outside the box.

F. Gammon agreed with S. Moore's comment and suggested that it be dependent on what the rooftop amenity is being used for when considering counting it as open space.

2. Recommendation on TA21-11, an amendment to 1) standardize existing requirements for Special Use Permits and delete repetitive standards; and 2) amend definitions of major and minor variances from Watershed regulations and findings of fact required for variances from Watershed regulations to be consistent with the North Carolina Administrative Code (Attachment 4).

L. Speight, Planner II reviewed the proposed amendments which are being removed where duplicative and added to be consistent. No amendments represent new standards which must be met by the applicant, only an amendment to where you may find these standards within the ordinance. The second portion of the amendment related to major and minor variances to ensure that the ordinances are consistent with the North Carolina Administrative Code.

L. Munger confirmed that this amendment is housekeeping to keep us in compliance and not creating any substantive changes. E. Sloop, Town Attorney confirmed she worked with staff on all of these proposed amendments, and they are all compliance related.

M. Jones asked E. Sloop to state on the record that in her legal opinion these amendments are in compliance with special use permits statute case law and constitutional limits. E. Sloop commented that she drafted the edits and she would not do so if they were not in compliance with state law.



Huntersville Ordinances Advisory

Board Minutes

December 2, 2021

3:30 p.m. – 5:00 p.m.

Location: VIRTUAL MEETING

- NOTICE VIRTUAL MEETING -

A. Call to Order

Members present: Chairman M. Jones, Commissioner L. Munger, K. Jones, T. Finlay, J. Henson, B. Skelly, T. Taylor, J. Snv

Member absent: S. Moore

B. Adoption of November 4, 2021, Minutes (Attachment 1)

T. Taylor made a Motion to Approve the November 4, 2021, Minutes. J. Henson seconded the motion. The motion passed (6-0-2) with T. Finlay and J. Snv abstaining.

C. Comments from Audience (3 minutes per person allocation)

D. Other Business

1. Discussion on language for TA21-15, an amendment to allow rooftop amenity spaces to exceed the maximum building height on multi-family and mixed-use structures and to add regulations for rooftop amenity spaces that exceed the maximum building height.

K. Mielenz, Planner I reviewed the proposed amendment and indicated that staff has taken the feedback provided at the October meeting in conjunction with neighboring municipalities ordinances related to rooftop amenities to draft a proposed text amendment. Staff expressed that this text amendment will only add regulations for rooftop amenities that exceed the allowed building height, it does not add regulations for rooftop amenities that are below the allowed building height. This proposed ordinance is intended to be for resident use only of apartment building types and residential mixed-use types, not commercial or to be used by the commercial tenant in a mixed-use building type.

Staff reviewed that staff is comfortable with the proposed amendment which would be allowed for shopfront (mixed-use) and apartment building types in the NR, NC, HC, CI, CB, TC, TND, TOD-R & TOD-E zones. Staff reviewed the proposed amendments to Article 8.7 related to height limit.

L. Munger commented that he would be open to a setback when adjacent to Neighborhood Residential.

K. Jones commented that she agreed with L. Munger and a setback adjacent to Neighborhood Residential may be important to avoid a problem similar to Community School of Davidson.

J. Snv asked what prompted this text amendment. Staff shared that the question was posed by the North State Development regarding the Huntersville Town Center Mixed Use project. Staff liked

the proposed use and thought it could be a good addition to the ordinance, so the Planning Department is sponsoring the text amendment and reviewing it with the Board to see what your thoughts are on permitting this in the Town.

T. Taylor commented that he also agrees that there should be some separation of this use between single-family and rooftop structures.

B. Skelly agreed and asked if there is something similar in place from the research of neighboring municipalities. Staff responded that when referenced the research varied from not allowed to 200 to 400-foot setbacks.

M. Jones asked if expanding the amendment to include other types of buildings has been considered such as hotels and offices as an option to minimize impervious surface. Staff commented that this amendment is intended for residential use when you exceed your maximum height. Under the current ordinances other building types may include a rooftop amenity if it is in keeping with the allowed building height and in the future, it is possible this will be amended to allow additional building types as well. M. Jones responded that he would recommend a comprehensive look at all building types now versus the additional time spent in the future to possibly amend the ordinance again.

Staff reviewed the proposed height restriction of 15 feet and maximum of 1,000 square feet or 10 percent of floor area restriction which could change relative to the Mecklenburg County Building Code requirements.

K. Jones recommended a straight 15-foot height restriction regardless of the height of the building and asked if the fire code has been kept in consideration as well. Staff confirmed they will verify that the fire code is kept in consideration.

J. Sny commented that he does not see a need to limit the floor area beyond building code and/or safety restrictions. If the developer meets those requirements and has a creative use for all the remaining allowed area, he doesn't see a reason to limit their ability to do that.

L. Munger agreed with the comments made that it should be a fixed 15-foot height restriction, the proposed floor area currently seems very restrictive and J. Sny's comments seem more appropriate, and the setbacks should be determined by what it is directly adjacent to and not restrictive further than that as buildings with personal balconies do not incur additional setbacks.

M. Jones commented he agrees with the comments made that flexibility should be included in the floor area permitted.

Staff reviewed that the proposed access would be for resident use only and shall not be accessible to commercial tenants.

L. Munger commented that while he understands this limitation when the location is adjacent to residential he wonders if it should apply when the building is not located near residential, or if managing that this is limited to residents only is an area that Zoning should insert themselves into. Staff commented that this amendment is only relative to buildings that exceed the height limitation, not those in keeping which could have a rooftop bar or commercial use.

J. Sny asked if this amendment having a provision for additional review based on location would create more flexibility to permit possible use without opening it all the way up.

Staff reviewed the proposed lighting and noise restrictions and stated that the existing lighting ordinances would also apply relative to type of lighting, placement, etc.

K. Jones asked for confirmation that the ordinances would protect any adjacent neighbors from light pollution. Staff stated that the existing lighting ordinances would address that.

T. Finlay asked if any setback distance would be addressed relative to lighting use and placement. Staff responded that this is also already addressed in the existing ordinances.

Staff commented that the wording for Urban Open Space has not yet been drafted but staff is working on that and will have it prepared for the January public hearing.

J. Sny expressed concern about a potential mixed-use development using this urban open space to reduce the amenities accessible to town homes because they are located within the required distance but may not actually have access to it as they are not residents of the building it is located above. Staff responded that if the townhome does not have access to the urban open space then it would not be counted for that location regardless of the distance, the resident must have access to it for it to count.

B. Skelly recommended a percentage cap on this counting towards Urban Open Space to prohibit strictly incorporating roof top space to subvert traditional Urban Open Space.

Staff reviewed the proposed definition of rooftop amenity space and commented on the additional wording that will be included in the version presented in January to identify open, covered or enclosed rooftop amenities.

J. Henson asked if the definition needs to include what is defined for Open Space. Staff agreed that it will need to include that, and the conversation and discussion is helpful to finalize the draft of the amendment.

M. Jones asked if the definition will only apply to rooftop amenities that exceed the allowed building height. Staff responded that the definition is intended to be for all rooftop amenities and will need to be improved so as not to seem to limit commercial uses for allowed building heights.

M. Jones asked if there has been any consideration to encourage or incentivize this use to reduce impervious area. Staff commented that we do not currently have that included but it could be considered.

J. Henson commented that the builder is incentivized because there will be less storm water requirement. Staff concurred and stated that the vast majority of current urban open spaces are not impervious as they are typically grass and trees.

M. Jones asked if a stormwater detention system can be placed on a roof. Staff commented that the water quality standards have flexibility for innovation included so if someone wanted to add a rooftop garden there may be an option to give them some credit and Staff will review that with the Stormwater Engineers.

Staff reviewed the amendments to allow the use in specific building types and then concluded with stating that they will return with this item for consideration of recommendation at the January 6, 2022 meeting.

E. Adjourn



Huntersville Ordinances Advisory

Board Minutes

January 6, 2022

3:30 p.m. – 5:00 p.m.

Location: VIRTUAL MEETING

- NOTICE VIRTUAL MEETING -

A. Call to Order

Members present: Chairman M. Jones, Commissioner L. Munger, K. Jones, F. Gammon, J. Henson, B. Skelly, T. Taylor, S. Moore

Member absent: T. Finlay

B. Adoption of December 2, 2021, Minutes (Attachment 1)

L. Munger made a Motion to Approve the December 2, 2022, Minutes. K. Jones seconded the motion. The motion passed (7-0-1) with S. Moore abstaining.

C. Comments from Audience (3 minutes per person allocation)

D. Other Business

1. Discuss Minor Solar Energy Facilities on the front roof slope by-right

S. Moore made a Motion to Amend the Agenda and remove Item D1 from the agenda. J. Henson seconded the motion. The motion passed unanimously (8-0).

2. Recommendation on language for TA21-15, an amendment to allow rooftop amenity spaces to exceed the maximum building height on apartment building types and mixed-use building types and to add regulations for rooftop amenity spaces that exceed the maximum building height.

J. Simoneau, Planning Director reviewed the proposed amendment which would allow rooftop amenities to exceed a maximum building height for apartment and mixed-use building type. The standards were based on feedback received from this Ordinance Advisory Board. Staff does not recommend that there be a setback as decks and balconies are allowed on all other levels up to the edge and building code will require appropriate railing and safety requirements. The rooftop amenity could count towards a maximum of 1,500 square feet of Urban Open Space and must be accessible to all residents.

S. Moore asked staff why the Code of Ordinances are not being used to stipulate the noise and sound ordinances versus a zoning overlay. Staff responded that the noise ordinance is general and in reviewing neighboring ordinances that allow rooftop amenities this seemed to be the favored approach.

K. Jones asked if the sound and light ordinances that the Community School of Davidson Athletic Field are currently under would be the same ordinances that would govern rooftop amenities. Staff confirmed that they are both governed by the same ordinance and in that situation, there have been complaints, staff has gone onsite with the light meter and determined the lights do not meet our ordinances and they are having to fix the issue. If a rooftop amenity received a complaint staff would investigate and if they were found out of compliance, they would also have to fix the issue.

S. Moore asked staff why a maximum of 1,500 square feet counting towards Urban Open Space was determined. Staff responded that this was also a similarity found in neighboring zoning ordinances and reminded the Board that this limitation only applies if you exceed your maximum building height.

K. Jones asked for clarification on the height exceeding what is allowed. Staff confirmed that these ordinances only begin when the proposed rooftop amenity exceeds the allowed building height.

F. Gammon asked about the access for commercial tenants and if the zoning ordinance would allow a commercial building to have a green roof for uses such as climate control and gardening. Staff confirmed that any limitations to this would only apply if the space exceeded the maximum allowed height.

L. Munger asked if a mixed-use building would have commercial on the first floor and residential above with the uses typically contiguous to the adjacent floors. Staff confirmed that is correct you would not typically want customers using elevators to go to the roof and past the residents.

M. Jones asked if there is any community benefit and if there is any incentive to incorporate storm water or impervious surface considerations, and if the proposed amendment is too narrow in its scope. Staff responded that the amenity is for the community within that building, and nothing precludes them from incorporating storm water or impervious considerations into their use. Staff responded that they felt comfortable with the amendment as currently written and agree that this could adapt or evolve into something greater in the future.

L. Munger made a Motion to Recommend Approval of TA21-15 as written. T. Taylor seconded the motion.

S. Moore stated he would not be voting in favor of this because while a step in the right direction he thinks that the sound/noise additions are unnecessary, and the 1,500 square feet is too limiting. He would be comfortable with the height exceeding 15' and we should do everything we can to incentivize these improvements.

The motion was a split vote (4-4) with M. Jones, K. Jones, S. Moore, B. Skelly opposed.

3. Recommendation on language for TA22-01, a text amendment to update the definition and initiation of Down Zoning in compliance with 160D state statutes.

J. Simoneau, Planning Director commented that this amendment is to bring the zoning ordinances in compliance with 160D state statute changes related to down zoning.

L. Munger made a Motion to Recommend Approval of TA22-01 as written. J. Henson seconded the motion. The motion passed unanimously (8-0).

4. Update on sewer capacity in eastern Huntersville

J. Simoneau, Planning Director provided an update on the sewer capacity status, areas affected, and proposed short term actions which include a reduced flow factor approved by the state and rationing of remaining capacity so that some capacity can be allocated to as many projects in the current review queue as possible which will be provided on a first come first serve basis to allow some phase development for most applicants. Mid term actions include design of a pump station to pump wastewater to an existing water treatment plant to provide more capacity. Long term action includes a request for more capacity and the anticipated expansion to be online in 2024.

K. Jones asked if this means any projects on the east side of town will be on hold. Staff stated it does not, some projects already have approval, other projects that have not been

Rooftop Amenity Spaces & Building Height

- North State Development, LLC rezoned 9.94 acres through a conditional rezoning to TC (CD) (R20-03). The developer is considering adding a 750 SF rooftop amenity space on the top corner of a mixed-use building where Gilead Rd will meet Public Street A (Parcel 01711616).
- The conditional rezoning for this project allowed a maximum building height of 52.5'. Without a rooftop amenity space, the proposed mixed-use building height is 52.5'.
- Article 8.7 states that no area intended for human occupancy can exceed the height of buildings (in this case, 52.5').
- Currently, a rooftop amenity space for the mixed-use building would not be permitted because it would increase the building height past the allowed maximum of 52.5'.



Approved Rezoning



Potential Rooftop Amenity

- Huntersville staff seeks feedback from the Huntersville Ordinance Advisory Board to determine if rooftop amenities should be limited to the maximum building type height OR if there should be a specific provision allowing roof top amenities to exceed the maximum building height standards.
- Building height limits are as follows unless adjusted through a conditional rezoning: **Workplace-45'**; **Shopfront-48'**; **Highway Commercial-36'**; **Apartment-36'**; **Detached & Attached House: 30'**.
- Research was conducted regarding rooftop amenity spaces; North Carolina municipalities reviewed were Chapel Hill (no language), Charlotte (allowed in TOD zone with location, setback, screening, & noise standards) and Asheville (allowed in 1 district; count as open space; location, size, access, setback, lighting, screening, noise, height encroachment, enclosure).
- Portland OR, Palo Alto CA, and Kirkland WA were also examined for language on rooftop amenity spaces. Portland had no rooftop amenity space language. Palo Alto had some provisions (open space classification; location, access, setbacks, lighting, screening, noise, height encroachment).
- Per Kirkland, WA Zoning Ordinance, Rooftop Common Room is defined as an exterior covered area or an interior enclosed space on a building rooftop that is available to all building occupants and does not provide exclusive space to any specific units. Rooftop Amenity is defined as temporary or permanent structures that are on a building rooftop. Rooftop common rooms and rooftop amenities are only permitted on structures containing stacked dwelling units and/or commercial units, where no portion of the property is adjoining a low-density residential zone. Furthermore, the ordinance specifies the height of the rooftop common room shall not exceed 15 feet or the height of the story immediately below the rooftop common room, whichever is less.

The Town of Huntersville has several options to regulate building height of rooftop amenity spaces.

- **Option A.** Leave the Zoning Ordinance as is and a rooftop amenity space must fit within the allowed maximum building height for its building type.
- **Option B.** Zoning Text Amendment to Article 8.7 that specifies rooftop amenity spaces can extend a certain amount of feet above the allowed maximum building height with some conditions (see Kirkland).
- **Option C.** Wait until the Downtown Plan is completed to see if any changes are recommended (NOTE: rooftop amenity provisions can be town-wide and not limited to downtown).

October 7, 2021 HOAB Agenda Item Document: Code Research
Huntersville, NC

Zoning Ordinance

- **Article 8.7 – Height Limitation**

- 1. The height of habitable buildings and components is controlled by building type ([Article 4](#)).
- 2. Structures and structural components not intended for human occupancy (including towers, steeples, flagpoles, chimneys, water tanks or similar structures) may exceed the height limit of buildings.
 - When adjacent to a lot or lots located in a residential district, any part of a non-civic structure which extends above the height limit must be separated from the residential lot by a distance equal to its height measured from the ground. In all other instances, any part of a non-civic structure which extends above the height limit must be separated from lot lines by a minimum distance of one foot for every four feet in height measured from the ground.
- 3. The height limitations of this section shall not apply to public utility poles and lines, skylights, and roof structures for elevators, stairways, tanks, heating, ventilation and air-conditioning equipment, or similar equipment for the operation and maintenance of a building, and any device used to screen such structures and equipment.

- **Article 3.2.6 – Town Center**

- Permitted Building and Lot Types
 - mixed use (4) up to 50,000 SF of first floor area; larger buildings may be permitted with a special use permit
 - storefront up to 50,000 SF of first floor area; larger buildings may be permitted with a special use permit
 - (4) The mixed use building duplicates the shopfront building type and has at least two occupiable stories; at least 50% of the habitable area of the building shall be in residential use, the remainder shall be in commercial use. However, when an existing residential building is redeveloped to a mixed-use, at least 40% of the habitable area shall be in residential use.

- **Article 4 – Shopfront Building**

- Techniques- B. All rooftop equipment shall be enclosed in a building material that matches the structure or is visually compatible with the structure.
- Permitted Height and Uses
 - 1. Building height shall be measured as the vertical distance from the highest finished grade relative to the street frontage, up to the eaves or the highest level of a flat roof.
 - 2. The height of parapet walls may vary depending upon the need to screen mechanical equipment.
 - 3. Building height to the ridge may vary depending on the roof pitch.
 - 4. Permitted uses are indicated above, and are further controlled by district regulations.
 - 5. Where an existing residential building converts to a mixed-use building, at least 40% of the habitable floors area shall be residential.

Rooftop Spaces

- Architectural Standards Principles
 - A. Development shall generally employ building types that are sympathetic to the historic architectural vocabulary of the area in their massing and external materials.
 - B. Building elevations fronting or visible from public streets shall be clad with masonry, wood, vinyl siding, stucco, or similar material. Metal paneling may not comprise a street fronting building face.
 - C. The front elevations facing the street, and the overall massing shall communicate emphasis on the human scale and the pedestrian environment.
 - D. Each building should be designed to form part of a larger composition of the area in which it is situated. Adjacent buildings should thus be of similar scale, height, and configuration.

Kirkland, WA

Notes

- Did [Text Amendment](#) in 2020 to become more friendly and provide regulations for Rooftop Spaces
- Population: ~89,000

Definitions

- **.816 Rooftop Amenities** - Structures such as landscape planters, guards or railings, decking material, seating, play equipment, kitchen and/or barbecue elements, hot tubs, animal runs, fire pits, umbrellas, trellises, and similar temporary or permanent items that are on a building rooftop, available to all building occupants, and do not provide exclusive use to any specific units/suites or group of units/suites. (Ord. 4720 § 1, 2020)
- **.818 Rooftop Common Room** - An exterior covered area or an interior enclosed space on a building rooftop that is available to all building occupants and does not provide exclusive space to any specific units/suites or group of units/suites. (Ord. 4720 § 1, 2020)
- **Low Density Residential Zones**- Kirkland, WA has Chapter 15 Low Density Residential Zones in their Zoning Ordinance that specifies which of its zoning districts are low density residential zones
 - **15.05.010 Applicable Zones**
 - This chapter contains the regulations for uses in the following zones of the City: RS, RSX, RSA, WD II, PLA 3C, PLA 6E, PLA 16
- **.817 Rooftop Appurtenances** - HVAC equipment, mechanical or elevator equipment and penthouses, roof access stair enclosures, and similar equipment or appurtenances that extend above the roofline of a building, but not including personal wireless service facilities as defined by KZC 117.15 or solar panels as defined by KZC 5.10.881.1.

Development and Performance Standards

- **115.122 Rooftop Amenities and Rooftop Common Rooms**
 - The intent of these rooftop amenity and common room regulations is to specify height and size allowances for such items above the maximum height of structure. These regulations do not apply to rooftop amenities and rooftop common rooms that are below the maximum height of structure.
 - 1. Scope – The regulations contained in this section apply only to structures containing stacked dwelling units and/or commercial uses, where no portion of the subject property is adjoining a low-density residential zone.
 - **Low Density Residential Zones**- Kirkland, WA has Chapter 15 Low Density Residential Zones in their Zoning Ordinance that specifies which of its zoning districts are low density residential zones
 - 2. Noise – Rooftop amenities and amenity spaces, and rooftop common rooms, are subject to the noise regulations described in KZC 115.95.

Rooftop Spaces

- 3. Lighting – Rooftop amenities and amenity spaces, and rooftop common rooms, are subject to the below lighting standards:
 - a. Lighting regulations described in KZC 115.85(1);
 - b. All exterior light fixtures shall be directed downward and use “fully shielded cut off” fixtures as defined by the IESNA, or other appropriate measure to conceal the light source from adjoining uses; and
 - c. All exterior lighting associated with rooftop amenities and amenity spaces, and rooftop common rooms, shall be turned off after business hours or 10:00 p.m., whichever is later, with the exception of necessary lighting for site security. On portions of property adjoining low density residential zones, such lighting shall be turned off after business hours or 10:00 p.m., whichever is earlier.
- 4. Access – Rooftop amenities and rooftop common rooms that exceed the maximum structure height shall be available to all residents of a multifamily structure or to all tenants of a commercial structure, with no additional fee for access required. For mixed-use structures, access requirements shall be based on the predominant use of that structure. Rooftop amenities and rooftop commons rooms that exceed the maximum structure height shall not provide exclusive use to any specific units/suites or group of units/suites.
- 5. Allowable Height and Size – Rooftop Amenities
 - .816 Rooftop Amenities - Structures such as landscape planters, guards or railings, decking material, seating, play equipment, kitchen and/or barbecue elements, hot tubs, animal runs, fire pits, umbrellas, trellises, and similar temporary or permanent items that are on a building rooftop, available to all building occupants, and do not provide exclusive use to any specific units/suites or group of units/suites. (Ord. 4720 § 1, 2020)
 - a. Rooftop amenities surrounded by approved guards or railings may exceed the maximum height of the structure for the zone by a maximum of four (4) feet.
 - b. Guards or railings enclosing rooftop amenities space may exceed the maximum height of the structure for the zone by a maximum of four (4) feet and shall be set back from the building edge a minimum of five (5) feet. Railings shall be of a transparent or majority-open design such as glass, cabling, picket, or other similar types of railings.
 - c. Rooftop amenities may not exceed the maximum structure height if any portion of the subject property adjoins a low-density residential zone.
- 6. Allowable Height and Size – Rooftop Common Room
 - .818 Rooftop Common Room - An exterior covered area or an interior enclosed space on a building rooftop that is available to all building occupants and does not provide exclusive space to any specific units/suites or group of units/suites. (Ord. 4720 § 1, 2020)

Provided, that no portion of the subject property adjoins a low density residential zone, the Planning Official may approve the addition of a rooftop common room if:

Rooftop Spaces

- a. The applicant submits accurate graphic representations or other information that demonstrates that:
 - 1) Views from adjoining properties will not be significantly blocked by the rooftop common room; and
 - 2) The location and orientation of the rooftop common room is such that the visibility of the rooftop common room from adjoining properties and streets will be minimized; and
 - 3) All walls of the rooftop common room must contain transparent windows comprising at least 75 percent of the area of the facade between two (2) feet and seven (7) feet above floor level. This requirement does not apply to elevators and stair enclosures attached to a rooftop common room; and
 - 4) The rooftop common room is architecturally integrated with the building design; and
 - b. The height of the rooftop common room shall not exceed 15 feet or the height of the story immediately below the rooftop common room, whichever is less; and
 - c. The area of the rooftop common room, measured to the outermost exterior element, shall not exceed 500 square feet or 10 percent of building footprint, whichever is less. The minimum floor area required by building code for elevators and associated equipment and/or stair enclosures shall be exempt from the maximum area calculation for the rooftop common room; and
 - d. The rooftop common room is set back from any building edge at a distance equal to the height of tallest point of the room above the roof deck; and
 - e. The applicant provides one (1) of the following public benefit items in addition to the rooftop common room:
 - 1) A landscaped and vegetated area, or an area designed and constructed as a green roof, equal to the square footage of the rooftop common room and showing the landscape plan requirements set forth in KZC 95.40(3), or
 - 2) A street-level public plaza equal to the square footage of the rooftop common room, or
 - 3) Public use of the rooftop common room, either as public access or as use of the rooftop common room as publicly accessible retail, restaurant, or similar space.
 - f. The Planning Official shall not approve or deny the addition of a rooftop common room pursuant to this subsection without first providing notice of the modification request to the owners and residents of each adjoining property and providing opportunity for comment.
- **115.120 Rooftop Appurtenances**
 - .817 Rooftop Appurtenances - HVAC equipment, mechanical or elevator equipment and penthouses, roof access stair enclosures, and similar equipment or appurtenances that

Rooftop Spaces

extend above the roofline of a building, but not including personal wireless service facilities or solar panels.

- 4. Allowable Height and Size – Rooftop Appurtenances
 - a. Any rooftop appurtenance may exceed the maximum height of structure by a maximum of four (4) feet if the area of all appurtenances and screening does not exceed 10 percent of the total area of the building footprint (see Plate 31). Elevators and equipment and/or stair enclosures allowed under subsection (4)(b) of this section shall be included in the area calculation towards the maximum 10 percent.
 - b. For stacked dwelling units and commercial buildings, rooftop appurtenances necessary to access rooftop amenities, such as elevators and associated equipment and/or stair enclosures, may extend above the maximum height of structure for the zone beyond the allowance in subsection (4)(a) of this section, provided:
 - 1) The elevator and associated equipment and/or stair enclosure height is the minimum necessary for rooftop access and does not exceed 15 feet above the maximum height of structure.
 - 4) Rooftop appurtenances necessary to access rooftop amenities, such as elevators and associated equipment and/or stair enclosures, proposed where the subject property is partially, or wholly, adjoining low-density residential zones may only be approved through the modification process in subsection (4)(c) of this section.
- 5. Optional Locations – As an option to placing appurtenances on the roof, appurtenances may be located in a parking structure

Palo Alto, CA

Notes

- Population: ~67,000

General Standards and Expectations (18.40)

- **18.04 Definitions**

- “Height” - (all districts other than the R-E and R-1 residence district) The vertical distance above grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof, except that in the R-2 and RMD districts the height of a pitched or hipped roof shall be measured to the height of the peak or highest ridge line. In the R-E and R-1 single family residence districts, height shall be measured from the highest point of the structure’s roof, including wall parapets, to the grade. The height of a stepped or terraced building is the maximum height of any segment of the building.

- **18.40.230 Rooftop Gardens**

- Where allowed under this Title, in order to qualify as usable open space, a rooftop garden shall meet the following standards:
 - (a) Permanent fixtures on the rooftop shall be placed so as not to exceed height limit for the applicable zoning district, except:
 - (i) Elevators, stairs and guardrails may exceed the height limit to allow for access to the rooftop useable open space. These fixtures shall be designed to the lowest height and size feasible in order to comply with applicable building codes.
 - (ii) Permanent fixtures associated with the useable open space, such as trellises, shade structures, furniture, and furnishings such as planters, lighting and heaters, may exceed the height limit by up to 12 feet.
 - (iii) For the height limit exceptions in (i) and (ii) above, all fixtures shall not intersect a plane measured at a forty-five degree angle from the edge of the building starting at the rooftop garden surface sloping upward and inward toward the center of the property.
 - (b) The rooftop garden shall be located on the third or higher story.
 - (c) The rooftop garden shall be accessible to all residents of dwelling units on the parcel, but not to commercial tenants of a residential mixed-use development.
 - (d) Structures or fixtures providing a means of access or egress (i.e., stairway, elevator) shall be located away from the building edge to the extent feasible to minimize visibility from the public right-of-way and adjacent buildings and privacy impacts.
 - (e) Any lighting shall be shielded from public views and have full cutoff fixtures that cast downward-facing light, or consist of low-level string lights; no up-lighting is permitted. Lights shall be dimmable to control glare and placed on timers to turn off after 10:00 p.m. Photometric diagrams must be submitted by

Rooftop Spaces

the applicant to ensure there are no spillover impacts into windows or openings of adjacent properties.

- (f) At least 15% but no more than 25% of the rooftop shall be landscaped with raised beds for gardening, C.3 stormwater planters, or other landscaping. All required landscaped areas shall be equipped with automatic irrigation systems and be properly drained.
- (g) Rooftop equipment that emit noise and/or exhaust, including but not limited to vents, flues, generators, pumps, air conditioning compressors, and other protrusions through the roof, shall be directed away and screened from the useable open space areas.
- (h) Rooftop open space noise levels shall not exceed exterior residential noise level as defined by Section 9.10.030(a) of this code.
- (i) The use of sound amplifying equipment shall be prohibited. Signs shall be affixed adjacent to access elevators and stairs within the rooftop garden providing notice of this prohibition.

Asheville, NC

Notes

- Population: ~92,000

Definitions

- UDO 7.2.5 “*Building height* means the vertical distance from the ceiling of the highest occupied floor to the primary level of fire department access;
 - for the purposes of determining height in the central business district, height is the vertical distance measured from a single point beginning at the primary pedestrian entrance to the surface level of the highest occupied floor.”

Sec. 7-8-28. - Haywood Road Form District

- C. Outdoor amenity space.
 - 1.General. Where required, outdoor amenity space must be provided on the lot and must be available as unenclosed exterior space appropriately improved for pedestrian amenity, rooftop space, or for aesthetic appeal and cannot include areas used for vehicles, except for incidental service, maintenance or emergency actions only. Outdoor amenity space may be public or private.
 - 2.Standards.
 - a. Outdoor amenity space may be met in one contiguous open area or in multiple open areas on the lot; however, to receive credit, the area must be at least seven feet in width and length, and at least 40 percent of the required amenity space must be located in one contiguous open area.
 - b. Outdoor amenity space may be located at or above grade.
 - c. Outdoor amenity space may be roofed but cannot be permanently enclosed.
 - d. Outdoor amenity space cannot be parked or driven upon, except for emergency access and permitted temporary events.
 - e. In calculating the minimum outdoor amenity space requirement, the following listed facilities, and any similar facilities, may be included:
 - i.Ground-level facilities such as a swimming pool, playground, sport court, dog park, garden, community garden, park, green, pavilion, courtyard, seating area, outdoor dining area or plaza; and
 - ii.Upper-level facilities such as a shared or common balcony, rooftop deck or rooftop garden.
- G. Setback encroachments.
 - All buildings and structures must be located at or behind the required setbacks except as listed below. Unless specifically stated, no building or structure can extend into a required easement or public right-of-way.
 - d. Unenclosed patios, decks, balconies, stoops, porches, terraces or fire escapes may encroach into a side interior or rear setback, provided that such extension is at least six feet from the vertical plane of any lot line and bufferyard requirements, if any, are met
- H. Building height.

Rooftop Spaces

- 1. Building height is regulated in both number of stories and feet and is measured from the average grade to the mean height level between the eaves and ridge of a gable, hip, mansard, or gambrel roof or to the highest point of roof surface of a flat roof, not including a maximum six-foot high parapet wall encroachment. In no case is a parapet allowed to exceed six feet in height above the roof deck.
- **I. Height encroachments.** Any height encroachment not listed below is prohibited.
 - 2. The following specified accessory structures, building and site features, and mechanical equipment may exceed the established height limit provided they do not exceed the maximum height by more than six feet:
 - a. Chimney, flue or vent stack;
 - b. Flagpole;
 - c. Vegetation associated with a rooftop garden or landscaping;
 - d. Skylights;
 - e. Parapet wall; and
 - f. Solar panels, wind turbines and rainwater collection systems.
 - 3. The following may exceed the established height limits provided they do not exceed the maximum building height by more than ten feet, are set back at least 15 feet from the edge of the roof on the primary facade and ten feet for other sides:
 - a. Elevator or stairway access to roof;
 - b. Rooftop shade structure;
 - c. Greenhouse; and
 - d. Mechanical equipment.

Charlotte, NC

Within Transit Oriented Development Ordinance, Rooftop structures are permitted as an accessory structure.

F. Flat Roof Features

- Accessory rooftop features of a flat roof, such as green roofs, rooftop decks, rooftop gardens, and stormwater management systems are permitted on any flat roof building.

Definition:

Outdoor Seating/Activity Area. An outdoor seating/activity area as an accessory use is located outside the permanent enclosed area, and is used for seating, for food and/or beverage consumption, and/or participatory activities. This includes, but is not limited to, areas such as patios, decks, rooftops, and open areas.

- 3. Outdoor Entertainment and Outdoor Seating/ Activity Area. If at any time between the hours of 11:00 p.m. and 8:00 a.m., food and/ or beverages are consumed in an outdoor seating/activity area or outdoor entertainment occurs, it shall meet the following:
 - a. The outdoor seating/activity area or outdoor entertainment shall be separated by a distance of at least 100 feet from the nearest property line of a vacant lot or a residential use when such vacant lot or residential use is located in a single family zoning district.
 - b. If the outdoor seating/activity area or outdoor entertainment is less than 100 feet from the nearest property line of a vacant lot or a residential use when such vacant lot or residential use is located in a single-family residential zoning district, then the area shall be separated by a Class A buffer, as described in Section 12.302 of this Ordinance, along all corresponding side and rear property lines.
 - c. Distances are measured from the closest edge of any outdoor seating/activity area or outdoor entertainment to the nearest property line of a vacant lot or a residential use when such vacant lot or residential use is located in a single-family residential zoning district.

Item 4D: Consider a recommendation on Petition #TA21-15, a request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 8.7, 12.2.1, 4, 7.10, and 7.11 to allow and place standards for Rooftop Amenity Spaces to exceed the maximum building height. (Jack Simoneau)

K. Mielenz, Planner I entered her staff report into the record, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. Staff provided a summary of the request to allow and place standards for rooftop amenities that exceed the maximum building height, not for buildings that do not exceed maximum building height. The proposed amendment would affect shopfront mixed-use buildings and apartment type buildings only.

North State Development would like to add a 750 sq foot amenity space on top of a mixed-use building that is already proposed to meet the maximum building height. Currently this would not be permitted. The approved rezoning height is 52.5 feet. An illustration was shared demonstrating the current proposed structure and a revised structure that would be submitted with a rooftop pergola in the event this amendment is passed.

Staff reviewed area communities for research on access, building height, locations, size, and setbacks. The proposed amendment allows for the rooftop space to count towards 1,500 square feet of urban open space if the space is accessible to all residents.

The Ordinance Advisory Board did not recommend approval. The public hearing yielded one public speaker that was not in favor the amendment due to their concerns for adequate protection of surrounding properties. Several commissioners made comments that they had concerns with the potential impacts to neighboring properties and its association with the North State project. Planning Staff recommends approval.

G. Baber asked if the maximum size permitted is 1,500 square feet. Staff responded that is the maximum space allowed for buildings that exceed the maximum building height. If a rooftop amenity was within the allowed building height it could be much larger but similarly would only count 1,500 square feet towards urban open space.

C. Boyd asked relative to the comment from the public hearing if the concern was someone throwing something off of the building or what was expressed and if these same issues are addressed with buildings that do not exceed the maximum height. Staff stated that there have been some comments relative to safety and privacy as well as noise and light pollution which is why those are addressed specifically in the proposed amendment. If the rooftop amenity did not exceed the maximum allowed building height, then the additional restrictions to amplified sound and exterior lighting being off by 11:00 p.m. would not apply. There are no additional safety measures when the building does not exceed the maximum allowed building height.

T. Loomis asked if this would apply to any other projects in Town and if there would be landscape requirements or if this could simply be concrete and chairs. Staff confirmed there are no other projects submitted requesting this accessory use at this time and the proposed

ordinance states that the area shall have landscaping materials. An applicant would then have to show the proposed layout and staff would identify if it met the spirit of the ordinance or would deny it and the applicant could appeal the decision to the Board.

G. Baber asked if there is a difference in requirements of urban open space and green space. Staff identified pages 6-13 of the subdivision ordinance outline the requirements which include the landscaping.

J. Henson asked if staff could show where this is being proposed relative to the North State development. Staff identified that it is proposed at the corner of Gilead and Street A which is the road that currently buffers the existing Town building on the Northwest side.

S. Swanick asked F. Gammon, Planning Board member on the Ordinance Advisory Board to provide some comments as to the split vote. He stated that his understanding was that the vote was split because not enough was offered, it was too specific for one project and should offer even more.

F. Gammon asked staff for confirmation that this accessory use could be built with this amendment but would only be eligible to count towards open space if it is accessible by all residents. Staff confirmed that is correct.

S. Hensley asked if the open space consideration is currently allowed when a building does not exceed the maximum height and if the concept of urban open space is meant to serve only the community it is within or the community whether you live there or not. Staff responded that a rooftop amenity as open space has never been requested and therefore never considered but this amendment would make that possible. Urban open space is meant to serve the community it is within and typically the maintenance is funded through that community's homeowner's association. It can additionally be open to the public.

J. Sny asked staff to share the rationale behind limiting the amplified music due to exceeding the height versus no limitation to amplified sound for a building at a lower height, and why a rooftop amenity amendment is not being proposed regardless of building height that addresses all of these issues. Staff responded that these limitations were taken directly from neighboring municipality ordinances where it appears the goal is to regulate what may be a concern due to the exceeded height. All developments would be subject to noise and light ordinances regardless of building height. An overall amendment will likely be needed in the future for more building types but this will be a learning experience.

C. Boyd commented that he agrees with the statement that if it needs to be regulated it should be for all rooftop amenities and not just if the building exceeds the height allowed.

G. Baber commented that to avoid another text amendment he has concerns that a building regardless of size is allowed the same 1,500 square foot limitation. Staff responded that a

future rooftop amenity amendment will likely be needed but that was not the goal with this amendment.

F. Gammon made a comment that this is the first and only four-story building in Downtown. Huntersville is going to have to quickly identify what they want to be and look like and this will be a feature that will need to be included in that discussion.

Motion: S. Hensley made a Motion to Approve TA21-15, the Planning Board recommends approval based on the amendment being consistent with policies LU8, LU8.2, LU11, LU11.1, DT1.1, DT1.4, and DT11.4 of the Huntersville 2040 Community Plan. It is reasonable and in the public interest because as the Town continues to grow it will take on more urbanized form and we expect to see greater desire for more rooftop amenities. S. Swanick seconded the motion.

S. Hensley commented that the proposed amendment could serve to enhance what is allowed and there seems to be a consensus that an urban open space is an amenity to a building and there does not seem to be a reason to penalize a pending project that has the ability and desire to incorporate this now just because we believe it could be written and done better in the future.

S. Swanick commented that this is often how new ideas are shaped. A developer may ask for something that has not been considered previously and the amendment should be crafted to make this a viable option for anyone even if the idea stems from a singular project. It has also been our practice to go back and amend further as needed to create additional improvements.

F. Gammon asked if an amendment could be made to include citing policy LU 7.2 in the motion which is stated in the staff report. **S. Hensley accepted the amendment. S. Swanick accepted the amendment.**

G. Baber stated that he is still split in his decision on this and he does not want this to penalize the developer but he is also torn between possibly kicking this back to staff to improve the wording and regulations. He is in support of rooftop amenities but the limitation of 1,500 feet is still a concern that he would like to get right.

S. Hensley commented that he agrees we want to get it right but he will go back to what staff stated that this is intended to be an accessory use, given typical building sizes for these building types 1,500 square feet actually feels right and in the future if a large building is proposed then an amendment may be necessary.

J. Snyder commented that it is a use and option that he would like to see available, he has a better understanding of what staff's intention is, and he would be fine with this as a starting point. Regardless of that he will not be voting for it due to his conflict that the applicant proposing this is the Town of Huntersville instead of North State Development and the language feels very crafted to their specific circumstances. Staff responded that when the applicant presented the

accessory use that staff felt it would be a good addition for the whole town but the amendment needed to be thoroughly researched and compared to area municipalities. As this applies to North State Development this amendment is much more than what they were proposing of 750 square feet and no need for Urban Open Space.

Vote: The motion passed (7-2) with J. Sny and T. Loomis opposed.

Occupiable Roof Criteria per Building Code

- The roof of a building that has a portion of, or all, to be used in the way you have described is an Assembly A-3 Occupancy per 303.4-2018 NCBC.
 - Proposed roof top Assembly areas that do not have a roof covering are still Assembly A-3 Occupancies.
 - A-3 Occupancies that are located somewhere other than on the *Level Of Exit Discharge* shall be sprinklered per 903.2.1.2(3)-2018 NCBC; this Code section involves the Code term *Fire Area*.

FIRE AREA. The aggregate floor area enclosed and bounded by *fire walls, fire barriers, exterior walls or horizontal assemblies* of a building. Areas of the building not provided with surrounding walls shall be included in the *fire area* if such areas are included within the horizontal projection of the roof or floor next above.

- A project with no roof covering over their A-3 area would not have to be included in the *Fire Area* and therefore not required to have sprinklers.
 - However, it is possible that a roof covering of some kind could be installed over the A-3 area(s) at a later time, thus requiring plan review, permitting through MCCE, and sprinklers.
- Another consideration is the type of roof structure above the A-3 area
 - Canopies are regulated per Section 3105-2018 NCBC and canopies greater than 15' as measured perpendicular to the wall attachment are no longer considered canopies but are additions which trigger other Code requirements for existing building projects.
- Under the present code, an occupied roof is not a story unless it has a roof structure over it.
 - Once a roof is involved, we have two reference points to establish a story – a floor and a roof. If the occupiable area has some kind of a roof, canopy, overhang, etc... it shall be considered to be a story. A roof would include fabric canopies (but not open trellis's where protection from the weather is not provided) and if the fabric canopy can trap smoke and hot gases and is permanently affixed to the building.
 - The Code definition of a Story is:

STORY. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above (see "*Basement*," "*Building height*," "*Grade plane*" and "*Mezzanine*"). A story is measured as the vertical distance from top to top of two successive tiers of beams or finished floor surfaces and, for the topmost story, from the top of the floor finish to the top of the ceiling joists or, where there is not a ceiling, to the top of the roof rafters.
 - Roof top structure and penthouse information from the code:

ROOFTOP STRUCTURE. A structure erected on top of the *roof deck* or on top of any part of a building.

[BG] 1510.2.3 Use limitations. Penthouses shall not be used for purposes other than the shelter of mechanical or electrical equipment, tanks, or vertical shaft openings in the roof assembly.

❖ The use of the penthouse is also limited. Regardless of height or area, roof structures used for anything except sheltering electrical or mechanical equipment or vertical shaft openings must be considered as an additional story.

- Exits: An Assembly occupancy on a rooftop always requires 2 exits. If the building is over 2 stories, any occupancy on the roof would require 2 exits at least.
- Accessibility: If the occupiable roof area is over 3,000 sf and requires an Accessible Route, an elevator is required.
- Allowable # of stories is based upon Occupancy Group/Classification and Construction Type under Table 504.4-2018 NCBC

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Kayleigh Mielenz, Planner I

Date: April 18, 2022

Subject: Consider decision on Petition #TA22-01 to clarify the Down-Zoning definition and initiation of the process.

EXPLAIN REQUEST:

Consider decision on Petition #TA22-01 Down-Zoning, a request by the Town of Huntersville Planning Department to amend Articles 11.4.3(a) Initiation, 11.4.9 When Development Not Begun Within 3 Years, and 12.2.1 General Definitions of the Zoning Ordinance to clarify the Down-Zoning definition and initiation of the process.

ACTION RECOMMENDED:

Consider decision on TA22-01

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TA22-01 BOC Staff Report
2. 1. TA22-01 Down Zoning Application 12.30.21
3. 2. TA22-01_12.30.21 Update_Ordinance
4. 3. 160D Article_6

TA22-01 – Down-Zoning Text Amendment

PART 1: DESCRIPTION

TA22-01 is a text amendment request by the Town of Huntersville Planning Department to amend Zoning Ordinance Articles 11.4.3(a) Initiation, 11.4.9 When Development Not Begun Within 3 Years, and 12.2.1 General Definitions to clarify the Down-Zoning definition and initiation of the process.

PART 2: BACKGROUND

The North Carolina General Statutes were amended in 2019 by creating a new Chapter 160D. This new Chapter consolidated city- and county-enabling statutes for development regulations into a single, unified chapter. Local governments had until July 1, 2021, to adopt the necessary ordinance amendments to comply with Chapter 160D. At that date, the rules and procedures of Chapter 160D will apply whether or not the local ordinance has been updated.

Text Amendment TA21-01 was approved on 06/21/21 and encompassed the majority of amendments required to comply with 160D. TA21-01 did not include the updated language from 160D-601 that defines down-zoning and explains who can initiate the down-zoning of property. Therefore, the Zoning Ordinance requires a text amendment to ensure the language complies with 160D.

PART 3: RELEVANT SECTIONS OF THE HUNTERSVILLE 2040 COMMUNITY PLAN

TA22-01 is consistent with all policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with State Legislature.

PART 4: STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment.

PART 5: HUNTERSVILLE ORDINANCE ADVISORY BOARD

The Huntersville Ordinances Advisory Board (HOAB) recommended approval (8-0) of the proposed text amendment on January 6, 2022.

PART 6: PUBLIC HEARING

The public hearing was held March 7, 2022. No one from the public commented.

PART 7: PLANNING BOARD RECOMMENDATION

The Planning Board recommended approval (9-0) of the text amendment as proposed on March 22, 2022.

PART 8: ATTACHMENTS

1. Applicant's Text Amendment Application
2. Ordinance
3. 160D Article 6

PART 9: STATEMENT OF CONSISTENCY – TA22-01

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed amendment TA22-01, Planning Staff recommends approval based on consistency with all policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with State Legislature. It is reasonable and in the public interest to amend the Zoning Ordinance because it is necessary to coordinate the Huntersville Zoning Ordinance to comply with State Legislature.	APPROVAL: C. Boyd made a Motion to Approve TA22-01, the Planning Board recommends approval based on the amendment being consistent with all policies of the Huntersville 2040 Community Plan as the amendment is necessary to comply with state legislature, it is reasonable and in the public interest to amend the zoning ordinance because it is necessary to coordinate the Huntersville Zoning Ordinance to comply with state legislature. S. Hensley seconded the motion. The motion passed unanimously (9-0).	APPROVAL: In considering the proposed amendment TA22-01, the Town Board recommends approval based on the amendment being consistent with <u>(insert applicable plan reference)</u> It is reasonable and in the public interest to amend the Zoning Ordinance because...(Explain)
DENIAL: N/A	DENIAL: N/A	DENIAL: In considering the proposed amendment TA22-01, the Town Board recommends denial based on the amendment being <u>(consistent OR inconsistent)</u> with <u>(insert applicable plan reference)</u>. It is not reasonable and in the public interest to amend the Zoning Ordinance because.... (Explain)



Text Amendment Application

Date of Application 12/30/21

Fee

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

Type of Change

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

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

Description of Change

Proposed text amendment will affect the following:

Ordinance(s): Zoning Article(s): 11.4.3, 11.4.9, 3 Section(s): _____

see attached 12.2.1

Current Ordinance

see attached

Proposed Text

Reason for Proposed
Change

Update the definition of down-zoning to comply with 160 D. Update language on down-zoning initiation to comply with 160 D.

Attach additional pages if needed.

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

Applicant

Printed Name Town of Huntersville Planning Department

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

Signature Kayleigh Miley Date 12/29/21

Title Planner I Email Kmielenz@huntersville.org

Address of Applicant 105 Gilead Rd, 3rd Floor, Huntersville, NC 28078

Property Owner (if different than applicant)

* Printed Name _____

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

Signature _____ Date _____

Title _____ Email _____

Address of Property Owner _____

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

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

Contact Information

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

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

Date Received By Planning Department: 12/30/21

Staff Initials: KIM

**AN ORDINANCE TO AMEND ARTICLE 11.4.3 (a) AND ARTICLE 11.4.9 OF THE
ZONING ORDINANCE TO CLARIFY DOWN-ZONING PROCESS CONSISTENT WITH
N.C.G.S. 160D-601(d) AND TO AMEND THE DEFINITION OF DOWN-ZONING IN
ARTICLE 12.2.1 OF THE ZONING ORDINANCE**

Section 1. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.4.3(a) and 11.4.3 (a)(1) Initiation of the Zoning Ordinance is hereby amended as follows:

.3 Initiation

a) Any amendment to the Zoning Ordinance text or Zoning Map, except for the classification of property to a conditional zoning district or MH Overlay **or to down-zone property as defined by N.C.G.S. 160D-601** may be initiated:

1) By the Town Board, Huntersville Ordinances Advisory Board, or the Planning Board on its own resolution;

2) By the property owner(s), upon filing an official petition, submitting the fee established by the Town Board, and providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, provided in digital form if possible;

3) By someone other than the property (if not a request to down-zone property) owner following:

(a) filing of an official petition and submission of the established fee by the initiating party; and in addition, for a map amendment, providing a list of adjoining properties including tax parcel numbers and the name and address of each owner, or, for a text amendment, submitting the prepared text and rationale for seeking the amendment;

(b) preliminary evaluation by the Planning Board to evaluate consistency of the proposal with the objectives and policies of plans adopted by the Town of Huntersville; and

(c) determination by the Town Board whether the petition should be granted a public hearing or rejected.

Section 2. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 11.4.9 When Development Not Begun Within 2 Years of the Zoning Ordinance is hereby amended as follows:

.9 When Development Not Begun Within **2 3** Years

It is intended that property shall be reclassified to a conditional zoning district or a MH Overlay district only in light of firm development plans for the property. Therefore, two years after the date of approval of any petition for a conditional zoning district, or MH Overlay district, the Planning Board shall examine the progress made toward developing the property in accordance

with the approved petition and any conditions attached thereto. If the Planning Board determines that construction has not commenced in furtherance of the approved petition and conditions, the Planning Board may, at its discretion, initiate a rezoning to the general zoning district consistent with the most detailed plan adopted for the area which includes the property, according to the procedures of Section 11.4, Amendment Process **so long as the rezoning would not result in a down-zoning as defined by N.C.G.S. 160D-601(d).**

Section 3. Be it ordained by the Board of Commissioners of the Town of Huntersville that Article 12.2.1 General Definitions of the Zoning Ordinance is hereby amended as follows:

Down-zoning. ~~Down-zoning means a zoning ordinance~~ **Any amendment to the zoning ordinance or zoning map** that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage.

No amendment to zoning regulations or a zoning map that down-zones property shall be initiated nor is it enforceable without the written consent of all property owners whose property is the subject of the down-zoning amendment, unless the down-zoning amendment is initiated by the Town Board.

Section 4. That these amendments shall become effective upon approval by the Town Board of Commissioners.

HUNTERSVILLE ORDINANCE ADVISORY BOARD: January 6, 2021

PUBLIC HEARING DATE: March 7, 2022

PLANNING BOARD MEETING: March 22, 2022

TOWN BOARD DECISION: April 18, 2022

Article 6.

Development Regulation.

§ 160D-601. Procedure for adopting, amending, or repealing development regulations.

(a) **Hearing with Published Notice.** – Before adopting, amending, or repealing any ordinance or development regulation authorized by this Chapter, the governing board shall hold a legislative hearing. A notice of the hearing shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 10 days nor more than 25 days before the date scheduled for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

(b) **Notice to Military Bases.** – If the adoption or modification would result in changes to the zoning map or would change or affect the permitted uses of land located five miles or less from the perimeter boundary of a military base, the local government shall provide written notice of the proposed changes by certified mail, return receipt requested, to the commander of the military base not less than 10 days nor more than 25 days before the date fixed for the hearing. If the commander of the military base provides comments or analysis regarding the compatibility of the proposed development regulation or amendment with military operations at the base, the governing board of the local government shall take the comments and analysis into consideration before making a final determination on the ordinance.

(c) **Ordinance Required.** – A development regulation adopted pursuant to this Chapter shall be adopted by ordinance.

(d) **Down-Zoning.** – No amendment to zoning regulations or a zoning map that down-zones property shall be initiated nor is it enforceable without the written consent of all property owners whose property is the subject of the down-zoning amendment, unless the down-zoning amendment is initiated by the local government. For purposes of this section, "down-zoning" means a zoning ordinance that affects an area of land in one of the following ways:

- (1) By decreasing the development density of the land to be less dense than was allowed under its previous usage.
- (2) By reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 12, 50(a), 51(a), (b), (d).)

§ 160D-602. Notice of hearing on proposed zoning map amendments.

(a) **Mailed Notice.** – Subject to the limitations of this Chapter, an ordinance shall provide for the manner in which zoning regulations and the boundaries of zoning districts are to be determined, established, and enforced, and from time to time amended, supplemented, or changed, in accordance with the provisions of this Chapter. The owners of affected parcels of land and the owners of all parcels of land abutting that parcel of land shall be mailed a notice of the hearing on a proposed zoning map amendment by first-class mail at the last addresses listed for such owners on the county tax abstracts. For the purpose of this section, properties are "abutting" even if separated by a street, railroad, or other transportation corridor. This notice must be deposited in the mail at least 10 but not more than 25 days prior to the date of the hearing. If the zoning map amendment is being proposed in conjunction with an expansion of municipal extraterritorial planning and development regulation jurisdiction under G.S. 160D-202, a single hearing on the

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Emily Sloop, Town Attorney

Date: April 18, 2022

Subject: Consider adopting edits to the Town Code of Ordinances to Comply with SB 300 and remove preempted ordinances in Chapter 112.

EXPLAIN REQUEST:

The Town recently updated several of its ordinances to remove criminal penalties from ordinances that can no longer be criminally enforced as the result of NC SB 300. The updated language of 160A-175(b) also requires that criminal penalties be specifically sited in the ordinance language for ordinances that the Town still wishes to enforce criminally and which are legally allowed to be enforced criminally. As such, these additional edits are to incorporate criminal penalties in specific sections of the Town Code of Ordinances that may still be criminally enforced v.s. relying on the blanket penalty at Section 10.99 for those sections. Pursuant to updated language of N.C.G.S. 160A-175(b), the addition of criminal penalties in ordinances require the proposed edits to come before the Town Board twice, with enactment at the second setting. Thus, these proposed edits were discussed at the 3/21/22 meeting will be voted on at the 4/18/22 meeting.

Additionally, the attached edits remove in its entirety Chapter 112, entitled Cable Communications. In 2006, there was a legislative change that preempted the franchising authority for municipalities regarding cable services effective January 1, 2007. "After this date, a county or city may not award or renew a franchise for cable service." (Session Law 2006-151, N.C.G.S. 66-351, 66-355).

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Additional SB 300 Revisions Redline 3-29-22
2. Additional SB 300 ordinance Revisions 3-29-22

Sec. 10.99 - General penalty.

- In accordance with G.S. § 160A-175, and unless this code of ordinances provides otherwise or as otherwise prohibited by law, violation of any provision hereof shall be a Class 3 misdemeanor as provided in G.S. § 14-4, punishable upon conviction by a fine not exceeding \$50.00 or by imprisonment not exceeding 30 days. An ordinance may provide by express statement that the maximum fine or term of imprisonment to be imposed for its violation shall be some figure or number of days less than the maximum penalties prescribed by G.S. 14-4.
- ~~By express statement, a~~An ordinance contained herein may ~~be provide for its enforcedment~~ by other remedies, as authorized in G.S. § 160A-175, including the imposition of civil fines, the ordering of appropriate equitable relief, including injunctions, or a combination of remedies.
- An ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

Sec. 98.99 - Penalty.

This chapter may be enforced by any or both of the following ways as provided by law:

- Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
- A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Sec. 910.99 - Penalty.

This chapter may be enforced by any or both of the following ways as provided by law:

- Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
- A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Sec. 111.99 - Penalty.

This chapter may be enforced by any of the following ways as provided by law:

(A) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

CHAPTER 112 CABLE COMMUNICATIONS

ARTICLE I. GENERAL PROVISIONS

Sec. 112.001 Purpose.

- ~~(A) The Town of Huntersville finds that the development of cable television and communications systems has the potential of having great benefit and impact upon the people of Huntersville. Because of the complex and rapidly changing technology associated with cable television, the town further finds that the public convenience, safety and general welfare can best be served by establishing certain regulatory powers, which may be vested in the town or such persons as the town shall designate.~~
- ~~(B) Further, it is recognized that cable communications systems have the capacity to provide not only entertainment and information services to the town's residents but can also provide a variety of broadband, interactive communications services to institutions and individuals.~~
- ~~(C) For these purposes, the following goals underlie the regulations contained herein:~~
- ~~(1) Where economically feasible, communications services should be available to the maximum number of town residents, as provided for herein;~~
 - ~~(2) The cable television systems should be capable of accommodating both the present and reasonably foreseeable future communications needs of the town;~~
 - ~~(3) The cable television systems should be maintained as necessary during the franchise term so that the new facilities, if any, may be integrated to the maximum extent possible with existing facilities;~~
 - ~~(4) The communications systems authorized by this chapter shall be responsive to the needs and interests of the local community.~~
- ~~(D) The public, educational and governmental needs for reasonable access to the cable system shall be met.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.002 Title.

- (A) This chapter shall be known and may be cited as the "Huntersville Cable Communications Regulatory Ordinance," and it shall become a part of the ordinances of the Town of Huntersville.
 - (B) This chapter shall take effect and be in force from and after the date as established herein.
 - (C) All ordinances or parts of ordinances in conflict with the provisions of this chapter are repealed.
- (Ord. passed 3-20-00)

Sec. 112.003 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Additional services means programming or services for which an additional charge is made beyond the charge for basic subscriber services, including, but not limited to movies, concerts, variety acts, sporting events, pay per view programs, interactive services and any other service utilizing any facility or equipment of a cable television system operating pursuant to a franchise granted under this chapter.

Basic cable service means any service tier which includes the retransmission of local television broadcast signals and public, educational and government access channels.

Cable Act or Communications Policy Act means the Cable Communications Policy Act of 1984, 47 USC 521 *et seq.*, and the Telecommunications Act of 1996, which amends various sections of Titles 15, 18, and 47, as they may be amended or succeeded.

Cable service means the one-way transmission to subscribers of video programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Cable television system (system) means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

- (1) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (2) A facility that serves only subscribers in one or more multiple dwelling unit dwellings under common ownership, control or management, unless such facility or facilities uses any public rights-of-way;
- (3) A facility of a common carrier which is subject, in whole or in part, to the provision of Title 11 of the Cable Act, except that such facility shall be considered a cable system other than for purposes of Section 621(c) of the Cable Act to the extent such facility is used in the transmission of video programming directly to subscribers; or
- (4) Any facilities of any electric utility used solely for operating its electric utility systems.

Channel means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

Closed-circuit or institutional service means such video, audio, data and other services provided to institutional users on an individual application basis. These may include, but are not limited to, one-way video, two-way video, audio or digital signals among institutions to residential subscribers.

Commence operation means that time and date when operation of the cable communications system is considered to have commenced, which shall be when the system is fully constructed.

Commercial subscriber means a subscriber who receives a service in a place of business where the service may be utilized in connection with a business, trade or profession.

Commission means the Town of Huntersville Board of Commissioners.

Converter means an electronic device which converts signals to a frequency receivable by a subscriber television receiver and any channel selector which permits a subscriber to view all signals at designated converter dial locations at the set or by remote control.

Dedicated institutional access channels means broadband communications channels dedicated to serving city, county, state or federal governmental agencies, educational institutions, health care institutions or other nonprofit and profit-making organizations that may be qualified by the Commission.

Discrete channel means a channel which can only be received by the person and/or institution intended to receive signals on such channel.

Drop means a coaxial connection from feeder cable to the subscriber/user television set, radio or other terminal.

Educational channel or educational access channel means any analog channel designated for noncommercial educational access programming.

External incremental cost means only the incremental material costs for additional fibers within common cable sheaths and includes no labor costs for construction of such common cable sheaths.

Fair market value means the price that a willing buyer would pay to a willing seller for a going concern.

FCC means the Federal Communications Commission or any legally appointed or elected successor.

Franchise means the nonexclusive rights, granted pursuant to this chapter, to construct, operate and maintain a cable communications system along the public ways within all or a specified area in the town. Any such authorization, in whatever form granted, shall not mean or include any license or permit required for the privilege of transacting and carrying on a business within the town, as required by other ordinances and laws of the town.

Franchise agreement means a contract entered into voluntarily by the town and the grantee, containing the specific provisions of the franchise granted including applicable referenced specifications, franchise proposals, applications and other related material.

Franchise area means the entire town, or portions thereof, for which a franchise is granted under the authority of this chapter. If not otherwise stated in the franchise agreement, the franchise area shall be the limits of the town.

Franchise fee means an amount, as specified by the town, of the grantee's gross receipts from the operation of the system pursuant to the franchise agreement.

Franchisee or grantee means the natural person(s), partnership(s), domestic and foreign corporation(s), association(s), joint venture(s) or organization(s) of any kind which has been legally granted a franchise by the town and its lawful successor, transferee or assignee.

Government channel or government access channel means any channel specifically designated or dedicated for government use.

Grantor means the Town of Huntersville as represented by the Board of Commissioners acting within the scope of its jurisdiction.

Gross annual revenues means all revenue received directly or indirectly by the grantee, its affiliates, subsidiaries and any person in which the grantee has a financial interest derived from the operation of the system hereunder; or as further defined in a franchise agreement.

Incremental material cost means only that portion of the costs incurred in the installation of facilities which exceed the construction capital cost of the cable television system and, but for the additional capacity provided upon request of the town, which would be incurred in the normal course of providing facilities of the grantee's own use and purpose.

Installation means the connection of the system from feeder cable to an outlet in a subscribers home.

Leased access channel or commercial leased channel means any channel designated or dedicated for use by persons unaffiliated with the grantee in accordance with the Cable Act.

Monitoring means observing a communications signal, or the absence of a signal, where the observer is not a party to the communications, whether the signal is observed by visual or electronic means, for any purpose whatsoever.

Person means an individual, partnership, association, organization, corporation or any lawful successor or transferee of said individual, partnership, association, organization or corporation.

Plant mile means a linear mile of strand bearing cable as measured on the street or easement from pole or pedestal to pedestal.

Programmer means any person or entity who or which produces or otherwise provides program material or information for transmission by video, audio, digital or other signals, either live or from recorded traces or other storage media, to users or subscribers by means of the cable communications system.

Public access channel or community access channel means any channel designated or dedicated for use by the general public or noncommercial organizations which is made available for use without charge on a nondiscriminatory basis.

Public buildings means buildings so designated by the town that shall not be used for commercial purposes.

~~*Public property* means any real property owned by the town, other than street.~~

~~*Public way or public rights-of-way* means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, waterways, utility easements or other public right-of-way hereafter located within the town which shall entitle the town and the grantee to the use thereof for the purpose of installing and maintaining a cable television system.~~

~~*Reasonable notice* means written notice addressed to either town or grantee at its respective principal office within the town or such other office as the party has designated to the other as the address to which notice shall be transmitted to it, which notice shall be certified and postmarked not less than seven days prior to that day in which the party giving such notice shall commence any action which requires the giving of notice. In computing said seven days, holidays recognized by the town shall be excluded.~~

~~*Resident* means any person residing in the town, as otherwise defined by applicable law.~~

~~*Residential subscriber* means a subscriber who receives a service in an individual dwelling unit where the service is not to be utilized in connection with a business, trade or profession.~~

~~*Sale* means any sale, exchange, barter or offer for sale.~~

~~*School* means any public, private or nonprofit educational institution, including primary and secondary schools, colleges and universities.~~

~~*Service or Cable service* means~~

~~(1) The one-way transmission to subscribers of:~~

~~(a) Video programming; or~~

~~(b) Other programming service.~~

~~(2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.~~

~~*Service area* means the entire geographic area within the franchise territory.~~

~~*Signal* means any transmission of radio frequency energy or optical information.~~

~~*State* means the State of North Carolina.~~

~~*Street* means such of the following, which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the town limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public ways and extensions and additions thereto, together with such other public property and areas that the town shall permit to be included within the definition of street from time to time.~~

~~*Subscriber* means any person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a service provided by the grantee by means of or in connection with a cable communications system.~~

~~*System facilities* means the cable communications system constructed for use within the town, without limitation, the headend, antenna, cables, wires, lines, towers, amplifiers, converters, health and property, security systems, equipment or facilities located within the~~

corporate limits of the town, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing by coaxial cable, fiber optics, microwave or other means, audio and visual radio, television and electronic signals to and from subscribers in the town and any other equipment or facilities located within the corporate limits of the town intended for the use of the system; provided, however, such system facilities exclude buildings, contacts, facilities and equipment where primary use is for providing service to other system facilities located outside the town limits.

Transfer means the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, except publicly traded issue, not in control of the grantee. A rebuttable presumption that a transfer of control has occurred shall arise upon the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of five percent or more at one time of the ownership or controlling interest in the system or 20 percent cumulatively over the term of the franchise of such interests to a corporation, partnership, limited partnership, trust or association or person or group of persons acting in concert.

Trunk line means the major distribution cable used in cable communications, which divides into feeder lines which are tapped for service to subscribers.

Upstream signal means a signal originating from a terminal to another point in the cable television system, including video, audio or digital signals for either programs or other uses such as security alert services and the like.

User means a person or organization utilizing channel or equipment and facilities for the purpose of production and/or transmission of material, as contrasted with receipt thereof in a subscriber capacity.

(Ord. passed 3-20-00)

Sec. 112.004 Performance bond.

(A) *Bond*. Not later than 45 days after the effective date of the franchise, the grantee shall obtain and maintain during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the town a corporate surety bond or letter of credit, in an amount specified in the franchise agreement, to guarantee the faithful performance of the grantee of all its obligations provided under this section and the franchise. Failure to timely obtain, file and maintain said bond shall constitute a substantial violation of this section.

(B) *Conditions*. The performance bond shall provide the following conditions:

- (1) There shall be recovered by the town, jointly and severally from the principal and surety, any and all fines and penalties due to the town and any and all damages, losses, costs and expenses suffered or incurred by the town resulting from the failure of the grantee to faithfully comply with the provisions of this section and the franchise applicable orders, permits and directives of any town agency or body having jurisdiction over its acts or defaults; pay any claims, liens or taxes due the town which arise by reason of the construction, operation, maintenance or repair of the cable system;

- (2) ~~The total amount of the bond shall be forfeited in favor of the town in the event:~~
- ~~(a) The grantee abandons the cable system at any time during the term of the franchise or any extension thereto;~~
 - ~~(b) The grantee assigns the franchise without the express written consent of the town.~~
- (C) ~~*Reduction of bond.* Upon written application by the grantee, the town may, at its sole option, permit the amount of the bond to be reduced or waive the requirements for a performance bond subject to the conditions set forth below. Reductions granted or denied upon application by the grantee shall be without prejudice to the grantee's subsequent applications or to the town's right to require the full bond at any time thereafter. However, no application shall be made by the grantee within 90 days of any prior application.~~
- (D) ~~*Use of performance bond.* Prior to drawing upon the performance bond for the purposes described in this section, the town shall notify the grantee in writing that payment is due, and the grantee shall have ten days from the receipt of such written notice to make a full and complete payment of undisputed amounts. If the grantee does not make the payment within ten days, the town may withdraw the amount thereof from the performance bond.~~
- (E) ~~*Notification.* Within three days of a withdrawal from the performance bond, the town shall send to the grantee, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.~~
- (F) ~~*Replenishment of performance bond.* No later than 30 days after receipt by the grantee of certified mail notification of a withdrawal pursuant to division (E) of this section, the grantee shall replenish the performance bond in an amount equal to the amount so withdrawn. Failure to make timely replenishment of such amount to the performance bond shall constitute a substantial violation of this section.~~
- (G) ~~*Non-renewal, alteration or cancellation of performance bond.* The performance bond required herein shall be in a form satisfactory to the town and shall require 30 days written notice of any non-renewal, alteration or cancellation to both the town and the grantee. The grantee shall, in the event of any such cancellation notice, obtain, pay all premium for and file with the town written evidence of the issuance of a replacement bond within 30 days following receipt by the town or the grantee of any notice of cancellation.~~

(Ord. passed 3-20-00)

Sec. 112.005 Liability and insurance.

- (A) ~~*Insurance amounts.* As of the effective date of this section, the grantee shall file with the town a certificate of insurance and thereafter maintain in full force and effect at all times for the full term of the franchise, at the expense of the grantee, a comprehensive general liability insurance policy, naming the town as additional insured, written by a company authorized to do business in the State of North Carolina, protecting the town against liability for loss or bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the cable communications system by the grantee in the following minimum amounts:~~

- (1) ~~One million dollars combined single limited, bodily injury and for property damage in any one occurrence;~~
- (2) ~~One million dollars aggregate.~~
- (B) ~~*Automobile liability.* The grantee shall also file with the town a certificate of insurance for a comprehensive automobile liability policy written by a company authorized to do business in the State of North Carolina for all owned, non-owned, hired and leased vehicles operated by the grantee, with limits no less than \$1,000,000.00 each accident, single limit, bodily injury and property damage combined, or evidence of self insurance.~~
- (C) ~~*Worker's compensation and employer's liability insurance.* The grantee shall maintain, and by its acceptance of any franchise granted hereunder specifically agrees that it will maintain throughout the term of the franchise, worker's compensation and employer's liability, valid in the state, in the minimum amount of the statutory limit for worker's compensation and \$500,000.00 for employer's liability.~~
- (D) ~~*Term and endorsements.*~~
- (1) ~~All liability insurance required in this section shall be kept in full force and effect by the grantee during the existence of the franchise and until after the removal of all poles, wires, cables, underground conduits, manholes and other conductors and fixtures installed by the grantee incidental to the maintenance and operation of this section.~~
- (2) ~~All policies shall be endorsed to give the Town of Huntersville 30 days written notice of the intent to amend, cancel or non-renew by either the grantee or the insuring company.~~
- (E) ~~*Liability and insurance.* The grantee agrees and binds itself to indemnify, keep and hold free and harmless the town from any and all liability or costs, including attorneys' fees and court costs pertaining thereto, arising from any activities herein authorized, in that the grantee shall pay, and by its acceptance of the franchise the grantee specifically agrees that it will pay, all damages and penalties which the town may be legally required to pay as a result of the franchise, provided that the town provides grantee timely notice of any such damages and penalties and tender promptly any cases for which is seeks indemnification. These damages or penalties shall include but shall not be limited to damages arising out of copyright infringements and all other damages arising out of installation, operation or maintenance of the cable communications system authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this section.~~
- (F) ~~*No limitation on liability.* None of the provisions of this chapter or any insurance policy required herein, or any damages recovered by the town hereunder, shall be construed to excuse the faithful performance by or limit the liability of grantee under this chapter or the franchise agreement for damages either to the limits of such policies or otherwise.~~
- (Ord. passed 3-20-00)

Secs. 112.006—112.019 Reserved.

ARTICLE II. GRANT OF FRANCHISE

Sec. 112.020 Grant of franchise; territory.

(A) ~~Grant of franchise.~~

- ~~(1) In the event that the town shall grant to the grantee a nonexclusive, revocable for-cause, as provided herein, franchise to construct, operate and maintain a cable communications system within the town, the franchise shall constitute both a right and an obligation to provide the services of a cable communications system, as regulated by the provisions of this chapter and the franchise agreement.~~
- ~~(2) The franchise agreement shall include by reference those provisions of the grantee's application for franchise that are finally negotiated and agreed to by the town and grantee.~~

(B) ~~Terms/conditions.~~ The franchise shall be granted under the terms and conditions contained herein, consistent with the other applicable statutory requirements. In the event of conflict between the terms and conditions of this chapter, the franchise agreement or the terms and conditions on which the town may grant a franchise, statutory requirements shall control.

(C) ~~Ordinance provisions.~~ Any franchise granted by the town is made subject to the applicable general ordinance provisions of the town now in effect and hereafter made effective. Nothing in the franchise shall be deemed to waive the requirements of the various codes and ordinances of the town regarding permits, fees to be paid or manner of construction.

(D) ~~Franchise territory.~~ The franchise territory shall be the entire town, or portions thereof, for which a franchise is granted under authority of this chapter. The service area shall be the entire territory defined in the franchise agreement.

(Ord. passed 3-20-00)

Sec. 112.021 Use of public streets and ways, town and grantee facilities.

(A) ~~Public streets and ways.~~ For the purpose of operating and maintaining a cable communications system in the town, the grantee may erect, install, construct, repair, replace, reconstruct and/or retain in, on, over, under, upon, across and along the public streets and ways within the town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary to the operation of the cable communications system; provided, however, that the grantee complies with all design, construction, safety and performance provisions contained in this chapter, the franchise agreement and other applicable regulations.

(B) ~~Town facilities.~~ At the town's option, the town may require a grantee to utilize town-owned conduit or other facilities for any portion of its cable communications system which is being newly constructed or rebuilt. The consideration, if any, for the use of town conduit or other facilities shall be as stated in the franchise agreement. A reasonable fee, if any, for the use of town facilities established in the franchise agreement may be adjusted at the periodic performance evaluations.

(C) ~~Grantee facilities.~~ No poles shall be erected by the grantee without prior approval of the appropriate governing authorities with regard to location, height, type and any other pertinent aspect. However, no location of any pole of the grantee shall be a vested right, and

such poles shall be removed or modified by the grantee at its own expense whenever the appropriate governing authority determines that the public convenience would be enhanced thereby. The grantee shall utilize existing poles and conduits, where possible. The town shall have the right, during the life of the franchise, to install and maintain upon the poles owned by the grantee, at fair market value, any wire and pole fixtures that do not unreasonably interfere with the cable system operations of the grantee.

(Ord. passed 3-20-00)

Sec. 112.022 Franchise required; term, acceptance.

- (A) ~~Required.~~ No cable communications system shall be allowed to occupy or use the streets of the town or be allowed to operate without a franchise.
- (B) ~~Term.~~ The term of any franchise granted pursuant to this chapter shall be ten years, unless otherwise stated in the franchise agreement.
- (C) ~~Acceptance.~~
- (1) ~~Following approval by the town, any franchise granted pursuant to this chapter and the rights, privileges and authority granted thereunder shall take effect and be in force from and after the date on which the grantee accepts, signs and affixes its corporate seal to the franchise agreement.~~
 - (2) ~~By accepting the franchise, the grantee agrees to be bound by all the terms and conditions contained in this chapter and said franchise. The grantee also agrees to provide all services specifically set forth in its application to provide cable television service within the confines of the town, and by its acceptance of the franchise, the grantee specifically acknowledges and agrees that its application is thereby attached and incorporated by reference and made a part of the franchise.~~
 - (3) ~~By accepting the franchise, the grantee acknowledges that it does so relying upon its own investigation and understanding of the town in connection with the system and the franchise.~~
 - (4) ~~By accepting the franchise, the grantee acknowledges that it has not been induced to enter into the franchise by any understanding or promise or other statement not expressed therein, whether oral or written, concerning any term or condition of the franchise, regardless of whether such statement was made by or on behalf of the town.~~
 - (5) ~~By accepting the franchise, the grantee acknowledges that it has carefully read the terms and conditions of the franchise agreement.~~
- (D) ~~Nonexclusive.~~ Any franchise granted hereunder shall be nonexclusive. The town specifically reserves the right to grant at any time such additional franchises containing substantially equivalent standards, terms and conditions to those previously granted hereunder for a cable communications system as it deems appropriate.
- (E) ~~Time of the essence.~~ Whenever the franchise agreement shall set forth any time for an act to be performed by or on behalf of either party, such time shall be deemed of the essence, and

any failure of the party to perform within the time allotted shall always be sufficient ground for the other party to invoke an appropriate penalty.

(F) ~~North Carolina law governs.~~ In any controversy or dispute under this chapter, the law of the State of North Carolina shall apply to the extent such law has not been superseded or preempted.

(G) ~~Severability.~~ If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or by any federal, state, county or local statute or regulation, such portion shall be deemed a separate, distinct and independent provision and shall be excised as such; and such holding shall not affect the validity of the remaining portions hereof.

(Ord. passed 3-20-00)

Sec. 112.023 ~~Transfer of ownership or control.~~

(A) ~~Transfer/sale/lease/assignment.~~ Any franchise granted hereunder cannot in any event be sold, transferred, leased, assigned or disposed of, including but not limited to by force or voluntary sale, receivership or other means, without the prior consent of the town and then under such reasonable conditions as the town may establish.

(B) ~~Notice.~~ The grantee shall promptly notify the town of any actual or proposed change in, transfer of or acquisition by any other party of control of the grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of five percent or more at one time of the ownership or controlling interest in the system or 20 percent cumulatively over the term of the franchise of such interests to a corporation, partnership, limited partnership, trust or association or person or group of persons acting in concert.

(C) ~~Franchise subject to cancellation.~~ Every change, transfer or acquisition of control, as defined in division (B) of this section, of the grantee shall make the franchise subject to cancellation unless and until the town shall have consented thereto, which consent will not be unreasonably withheld.

(1) ~~For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the town may inquire into the legal, financial, character, technical and other public interest qualifications of the prospective controlling party, and the grantee shall assist the town in any such inquiry.~~

(2) ~~Failure to provide all information reasonably requested by the town as part of said inquiry shall be grounds for denial of the proposed change, transfer or acquisition of control.~~

(D) ~~Pledge of franchise.~~ The town agrees that any financial institution having a pledge of the franchise or its assets for the advancement of money for the construction and/or operation of the franchise shall have the right to notify the town that it, or its designees satisfactory to the town, will take control and operate the cable television system.

- ~~(1) Further, said financial institution shall also submit a plan for such operation that will ensure continued service and compliance with all franchise obligations during the term the financial institution exercises control over the system.~~
 - ~~(2) The financial institution shall not exercise control over the system for a period exceeding one year, unless extended by the town at its discretion, and during said period of time it shall have the right to petition for transfer of the franchise to another grantee.~~
 - ~~(3) If the town finds that such transfer, after considering the legal, financial, character, technical and other public interest qualifications of the applicant, is satisfactory, the town will transfer and assign the rights and obligations of such franchise as are in the public interest.~~
 - ~~(4) The consent of the town to such transfer shall not be unreasonably withheld.~~
 - ~~(E) *Town consent.* The consent or approval of the town to any transfer of the grantee shall not constitute a waiver or release of the rights of the town or other governmental entity in and to the streets, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this chapter and the franchise agreement.~~
 - ~~(F) *Non-approval.* In the absence of extraordinary circumstances, the town will not approve any transfer or assignment of the franchise prior to completion or rebuild of construction of the proposed system.~~
 - ~~(G) *Controlling party signatory.* Any approval by the town of transfer of ownership or control or rebuilds of the cable system shall be contingent upon the prospective controlling party becoming a signatory to the transfer amendment with the town.~~
 - ~~(H) *Town rights reserved.* The town reserves the right of first purchase in any sale, transfer, lease, assignment or disposal of the system at a cost at least equal to a bona fide offer otherwise acceptable to the grantee.~~
- ~~(Ord. passed 3-20-00)~~

Sec. 112.024 Franchise renewal; police powers.

- ~~(A) *Renewal.* Upon completion of the term of any franchise granted under this chapter, the town may grant or deny renewal of the franchise of the grantee in accordance with the provisions of the Cable Act.~~
- ~~(B) *Police powers.*~~
 - ~~(1) In accepting the franchise, the grantee acknowledges that its rights hereunder are subject to the police powers of the town to adopt and enforce reasonable general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the town pursuant to such power.~~
 - ~~(2) Any conflict between the provisions of this chapter or the franchise and any other present or future lawful exercise of the town's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction, or applies exclusively to the grantee or cable communications systems,~~

which contains provisions inconsistent with this chapter shall prevail only if, upon such exercise, the town finds an emergency exists constituting a danger to health, safety, property or general welfare and such exercise is mandated by law.

(Ord. passed 3-20-00)

Sec. 112.025 Franchise fees.

- (A) ~~*Fee amount.*~~ A grantee of any franchise hereunder shall pay to the town an annual fee in an amount as designated in the franchise agreement.
- (1) ~~The quarterly franchise payment shall commence as of the effective date of the franchise.~~
- (2) ~~The town shall be furnished a statement of said payment by a certified public accountant, reflecting the total amounts of annual gross revenues and the above charges and computations for the period covered by the payment.~~
- (B) ~~*Payment additional.*~~ This payment shall be in addition to any other tax or payment owed to the town or other taxing jurisdiction by the grantee.
- (C) ~~*Acceptance not release.*~~ No acceptance of any payment by the town shall be construed as a release or as an accord and satisfaction of any claim the town may have for further or additional sums payable as a franchise fee under this chapter.
- (D) ~~*Interest.*~~ In the event that any undisputed franchise payment is not made on or before the dates specified herein, the grantee shall pay an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate in effect upon the due date.
- (E) ~~*Payable quarterly.*~~ The franchise fee and any other cost or damages assessed shall be payable quarterly to the town and submitted to the Town Finance Officer or other designee. Payment date is the last day of the month following the month in which payment is due.
- (F) ~~*Audited financials.*~~ Grantee agrees to provide to the town an independently audited annual financial statement, including a balance sheet and income statement which details all gross revenues, in addition to a copy of the annual audit report of the grantee's parent company.
- (G) ~~*Right to inspect.*~~ The town shall have the right upon reasonable notice to inspect the grantee's income records and to re-compute any amounts determined to be payable under this chapter. Any undisputed additional amount due to the town as a result of the audit shall be paid within 90 days following written notice to the grantee by the town, which notice shall include a copy of the audit report.

(Ord. passed 3-20-00)

Sec. 112.026 Forfeiture or revocation.

- (A) ~~*Revocation.*~~ The Commission reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated with the franchise in the following

circumstances, each of which shall represent a default and breach under this chapter or the franchise agreement:

- (1) ~~If the grantee shall default in the performance of any of the material obligations under this chapter or under such documents, contracts and other terms and provisions entered into by and between the town and the grantee;~~
 - (2) ~~If the grantee shall fail to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond as required herein pursuant to the franchise agreement;~~
 - (3) ~~If the grantee's construction schedule is delayed later than the schedule contained in the franchise agreement, if any, or beyond any extended date set by the Board of Commissioners;~~
 - (4) ~~If the grantee becomes insolvent or unable to pay its debts or is adjudged bankrupt;~~
 - (5) ~~If the grantee fails to restore service after 96 consecutive hours of interrupted system-wide service, except when such service interruption is caused by forces beyond the grantee's control (including but not limited to actions of subscribers) or when approval of such interruption is obtained from the Town Manager or his or her designee;~~
 - (6) ~~If there has been material misrepresentation of fact in the application for or negotiation of the franchise or any extension or renewal thereof.~~
- (B) ~~*Force majeure.* The grantee shall be not liable for any failure or delay in the performance of its obligations pursuant to this chapter and the franchise and such failure or delay shall not be deemed a default of this chapter and the franchise or grounds for termination hereunder if any of the following conditions are satisfied:~~
- (1) ~~If such failure or delay:~~
 - (a) ~~Could not have been prevented by reasonable precaution; and~~
 - (b) ~~Cannot reasonably be circumvented by the grantee through the use of alternate sources, work-around plans or other means; or~~
 - (2) ~~If and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.~~
- (C) ~~*Force majeure event.* Upon the occurrence of an event which satisfies any of the conditions set forth above (a force majeure event) the grantee shall be excused from any further performance of those of its obligations pursuant to this chapter and the franchise affected by the force majeure event for as long as:~~
- (1) ~~Such force majeure event continues; and~~
 - (2) ~~The grantee continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.~~
- (D) ~~*Notice.* Upon the occurrence of a force majeure event, the grantee shall immediately notify the town by telephone, to be confirmed by written notice, of the occurrence of a force majeure event and shall describe in reasonable detail the nature of the force majeure event.~~
- (E) ~~*Procedure prior to revocation.*~~

- ~~(1) The town shall make written demand that the grantee comply with any such requirement, limitation, term, condition, rule or regulation or correct any action deemed cause for revocation.~~
 - ~~(a) If the failure, refusal or neglect of the grantee continues for a period of 30 days following such written demand, the town shall place its request for revocation of the franchise upon a regular Commission meeting agenda.~~
 - ~~(b) The town shall cause to be served upon the grantee, at least seven days prior to the date of such Commission meeting, a written notice of this intent to request such revocation, and the time and place of the meeting, notice of which shall be published by the Town Clerk at least twice, seven and 14 days respectively, before such meeting, in a newspaper of general circulation within the town.~~
- ~~(2) The Commission shall hear any persons interested therein, including the grantee, and shall determine in its discretion whether or not any failure, refusal or neglect by the grantee was with just cause.~~
- ~~(3) If such failure, refusal or neglect by the grantee was with just cause, as defined by the town, the Commission shall direct the grantee to comply within such time and manner and upon such terms and conditions as are reasonable.~~
- ~~(4) If the Commission shall determine such failure, refusal or neglect by the grantee was without just cause, then the Council shall, by resolution, declare that the franchise of the grantee shall be revoked and bond shall be forfeited, unless there is compliance by the grantee within 90 days.~~
- ~~(F) *Termination.* In the event a franchise is revoked or otherwise terminated, the town may, in its sole discretion, do any of the following:~~
 - ~~(1) Purchase the system under the procedures set forth in this chapter;~~
 - ~~(2) Effect a transfer of ownership of the system to another party for good and sufficient considerations, which shall be an amount at least equal to the fair market value of the system under the original grantee's operation, in accordance with the Cable Act;~~
 - ~~(3) Order the removal of all system facilities from the town within a reasonable period of time.~~
- ~~(G) *Facilities removal.* In removing its system facilities, the grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good a condition, normal wear and tear excepted, as was prevailing prior to the grantee's removal of system facilities.~~
 - ~~(1) The town shall inspect and approve the condition of the public ways and public places and cables, wires, attachments and poles after removal.~~
 - ~~(2) The liability, indemnity, insurance and performance bond as provided herein shall continue in full force and effect during the period of removal and until full compliance by the grantee with the terms and conditions of this paragraph, this chapter and the franchise agreement is reached.~~
- ~~(H) *Performance failure.*~~

- (1) ~~In the event of a failure by the grantee to complete any work required by this subchapter or Sections 112.060~~*et seq.* of any other work required by town law or ordinance, and upon reasonable notice to the grantee, the town may cause such work to be done and grantee shall reimburse the town the reasonable costs thereof within 30 days after verification of an itemized list of such costs.
- (2) ~~The town shall be permitted to seek legal and equitable relief to enforce the provisions of this section.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.027 Receivership and foreclosure.

- (A) ~~*Receivership.* The franchise shall, at the option of the town, cease and terminate 120 days after the appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said 120 days, or unless:~~
 - (1) ~~Such receivers or trustees shall have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this chapter and the franchise granted pursuant hereto, and the receivers or trustees, within said 120 days, shall have remedied all defaults under the franchise agreement; and~~
 - (2) ~~Such receivers or trustees shall, within said 120 days, execute an agreement, duly approved by the court having jurisdiction of the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provisions and limitation of this chapter and the franchise agreement.~~
- (B) ~~*Foreclosure.* In the case of a foreclosure or other judicial sale of the plant, property and equipment of the grantee or any part thereof, including or excluding the franchise, the town may serve notice of termination upon the grantee and the successful bidder at such sale, in which event the franchise and all rights and privileges of the grantee granted hereunder shall cease and terminate 30 days after service of such notice unless:~~
 - (1) ~~The town shall have approved the transfer of the franchise in the manner this chapter provides; and~~
 - (2) ~~Such successful bidder shall have covenanted and agreed with the town to assume and be bound by all the terms and conditions of the franchise.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.028 Equal opportunity.

~~The grantee shall be an equal opportunity/affirmative action employer, adhering to all federal, state, county or municipal laws and regulations related thereto.~~

- (A) ~~*Maintenance.* The grantee shall establish and maintain equal opportunity in employment, and no person shall be discriminated against in employment by the grantee because of race, religion, color, sex, national origin, age or physical disability.~~

- (B) ~~Implementation.~~ Implementation, administration and review of all Equal Employment Opportunity (EEO) and affirmative action policies and programs shall be the direct responsibility of the chief executive officer of the cable communications system. All officers, executives, managers and administrative and supervisory personnel of the grantee shall be directed to participate in the grantee's affirmative action efforts.
- (C) ~~Affirmative action plan.~~ Any significant subcontractor of the Grantee or a parent, subsidiary or affiliate of the Grantee which does not already have an affirmative action plan which would cover its activities in the Town of Huntersville shall submit to the town a plan for its operations on behalf of the grantee, consistent with the spirit of this section.
- (D) ~~Records.~~ The grantee shall prepare and maintain records of promotions, demotions, terminations and transfers.
- (E) ~~Federal law compliance.~~ The grantee shall assure that it constructs all facilities so that they are in compliance with applicable federal law pertaining to service to the disabled.
- (F) ~~M/WBD enterprises.~~ The grantee shall make a good faith effort to utilize minority/women business enterprises in construction and purchase contracts.

(Ord. passed 3-20-00)

Sec. 112.029 Local office; enforcement; waiver of provisions.

- (A) ~~Local office.~~ The grantee shall maintain, within 30 miles of the corporate limits of the town, an office and local telephone number for the conduct of business related to the franchise during normal business hours. The grantee shall be required to advise the town of such address and telephone numbers and any changes thereof.
- (B) ~~Failure of town to enforce the franchise is no waiver of the terms thereof.~~ The grantee shall not be excused from complying with any of the terms and conditions of this chapter or the granted franchise by any failure of the town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

(Ord. passed 3-20-00)

Sec. 112.030 Rights reserved to the grantor.

- (A) ~~Right to purchase.~~

- (1) In the event the town revokes the franchise pursuant to provisions of this chapter, or at the normal expiration of the franchise term, the town shall have the right, directly or as an intermediary, to purchase the cable communications system. The purchase price shall be based upon the value of the system determined pursuant to this section. In no event shall the town, when acting as an intermediary or effecting the transfer or ownership of the system to another person, be paid any consideration by any party for such activities.

- ~~(2) The date of valuation shall be no earlier than the day following the date of expiration or revocation and no later than the date the town makes an appropriate offer for the system.~~
- ~~(3) The value of the cable system shall be determined by a qualified appraiser appointed by the town and in accordance with the Cable Act. The appraiser shall determine the worth of the assets as follows:
 - ~~(a) If a franchise held by the grantee is revoked for cause and the town acquires ownership of the system or effects a transfer of ownership of the system to another person, any such acquisition shall be at an equitable price; or~~
 - ~~(b) If a renewal of a franchise held by the grantee is denied and the town acquires ownership of the system or effects a transfer of ownership of the system to another person, any such acquisition or transfer shall be at fair market value.~~~~
- ~~(4) Upon receipt of reasonable notice of the town's intent to purchase the system at the value established above, the grantee shall have 30 days within which to accept that valuation as the purchase price of the system. In the event that purchase price is not acceptable, the parties shall have 120 days in which to negotiate an acceptable purchase price.~~
- ~~(5) Upon exercise of this option and the payment of the agreed upon sum by the town and its service of reasonable notice of such action upon the grantee, the grantee shall immediately transfer to the town possession and title to all facilities and property, real and personal, of the cable communications system, free from any and all liens and encumbrances not agreed to be assumed by the town in lieu of some portion of the purchase price set forth above; and the grantee shall execute such warranty, deeds or other instruments of conveyance to the town as shall be necessary for this purpose.~~
- ~~(6) In the event the town and the grantee are unable to agree upon the value of the cable communications system within the time limits set forth above, either party may require by reasonable notice to the other that the value of the cable communications system be submitted to arbitration in the following manner:
 - ~~(a) The town and the grantee shall each, within 15 days after such notice, select an arbitrator who shall be a disinterested person with reasonable knowledge and experience relative to the subject to be arbitrated. The two arbitrators thus selected shall immediately thereafter select a third arbitrator who shall likewise be a disinterested person having reasonable knowledge and experience relative to the subject to be arbitrated;~~
 - ~~(b) Within 30 days after appointment of all arbitrators and upon ten days written notice to the parties, the panel of arbitrators shall commence a hearing on the issue of valuation and shall receive all relevant information from the parties. The value of the system as determined by the arbitration panel shall be in accordance with this section;~~
 - ~~(c) The hearing shall be recorded and may be transcribed at the request of either party. All hearing proceedings, debate and deliberations shall be open to the public and at such times and places as contained in the notice or as thereafter~~~~

~~publicly stated, except that, at the request of either of the parties, debate and deliberations may be held in closed session;~~

- ~~(d) Within 30 days after the close of the hearing, the panel of arbitrators shall prepare findings and a decision agreed upon by a majority of the panel, which shall be filed with the town and served by mail immediately upon the grantee. Should there be no majority decision, the proceedings shall be started anew, unless the parties extend by mutual agreement the time in which the panel of arbitrators may make a decision.~~
- ~~(e) Either party may seek judicial relief in the following circumstances:
 - 1.— A party fails to select an arbitrator;
 - 2.— The arbitrators fail to select a third arbitrator;
 - 3.— One or more arbitrators is unqualified in either party's opinion;
 - 4.— Designated time limits have been exceeded;
 - 5.— The decision was procured by corruption, fraud or undue means;
 - 6.— There was evident partiality on the part of the independent arbitrator who represents neither the grantee nor the town;
 - 7.— The arbitration panel exceeded the authority granted hereunder;
 - 8.— Based upon the record, the panel abused its discretion.~~
- ~~(f) In the event a court of competent jurisdiction determines that judicial relief is appropriate to the circumstances set forth above, the court in its discretion may order the arbitration procedure repeated and issue findings, orders and directions.~~
- ~~(g) The expenses of the arbitrators selected by each party shall be borne by that party, and the expenses of the third arbitrator and those expenses incurred by the panel as a whole shall be borne equally by the parties.~~
- ~~(h) Upon receipt of the decision of the arbitration panel, the town shall have 30 days in which to notify the grantee of its intent to exercise its option to purchase the system. The purchase price shall be the value of the system as determined by the arbitration panel in accordance with this section.~~
- ~~(7) At any time prior to the actual transfer to the town of possession and title of the system hereunder, the grantee may operate the system, using its good faith judgment in all matters, and be compensated therefor in an amount appropriate to be paid to an independent party providing the same management services. Revenues collected by the grantee during such a period shall be considered revenues of the town or other person to whom the town intends to transfer ownership.~~
- ~~(B) *Right to inspect.* The town shall have the right, at its expense, to inspect all construction or installation work performed subject to the provisions of the franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this chapter, the franchise agreement and other pertinent provisions of the law.~~
- ~~(C) *Right to intervene.* The town shall have the right of intervention in any suit of proceeding to which the grantee is party.~~

(Ord. passed 3-20-00)

Secs. 112.031—112.044 Reserved.

ARTICLE III. REGULATION OF FRANCHISE

Sec. 112.045 Regulatory authority.

- (A) *Regulation.* The town may exercise appropriate regulatory authority under the provisions of this subchapter and applicable law. This authority shall be vested in the Commission and administration through the Town Manager or his or her designee in order to provide day-to-day administration of this subchapter and any franchise granted hereunder.
- (B) *Legal compliance.* Notwithstanding any other provisions of this subchapter to the contrary, the grantee shall at all times comply with all applicable laws and regulations of the local, state and federal government. In the event that any actions of the state or federal government or any agency thereof, or any court of competent jurisdiction upon final adjudication, substantially reduce in any way the power or authority of the town under this subchapter or the franchise; or if in compliance with any local, state or federal law or regulation, the grantee finds conflict with the terms of this subchapter, the franchise, or any law or regulation of the town, then as soon as possible following knowledge thereof, the grantee shall notify the town of the point of conflict believed to exist between such law or regulation and the laws or regulations of the town, this subchapter and the franchise. The town shall have the right to modify any provisions of this subchapter to such reasonable extent as may be necessary to carry out the intent and purpose of this subchapter.
- (C) *Plenary authority.* The town reserves the right to exercise the maximum plenary authority, as may at any time be lawfully permissible, to regulate the cable communications system, the franchise and the grantee. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the town, the town may, without the approval of the grantee, legislate any such additional regulation as may then be permissible, whether or not contemplated by this subchapter.

(Ord. passed 3-20-00)

Sec. 112.046 Regulation responsibilities and functions.

- (A) *Responsibilities.* The town shall have the following regulatory responsibilities:
- (1) Administration and enforcement of the provisions of this subchapter and any franchise granted hereunder;
 - (2) Award renewal, extension or termination of a franchise pursuant to the provisions of this subchapter, the franchise and other applicable law;
 - (3) Consent prior to sale or transfer of any franchise granted hereunder;
 - (4) Performance evaluations pursuant to this subchapter and the franchise.
- (B) *Functions.* The town also reserves the right to perform the following functions:

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- ~~(1) Develop objectives and coordinate activities related to the operation of government channels;~~
 - ~~(2) Provide technical, programming and operational support to public agency users such as town departments, schools and health care institutions;~~
 - ~~(3) Coordinate plans for interconnection of cable services;~~
 - ~~(4) Analyze the possibility of integrating cable communications with other town, state or regional telecommunications networks;~~
 - ~~(5) Formulate and recommend long range telecommunications policy for the town and provide for the determination of future cable related needs and interests of the community;~~
 - ~~(6) Provide the administration effort necessary for the conduct of performance evaluations pursuant to this subchapter and the franchise and any other activities required for the administration of the franchise;~~
 - ~~(7) Monitor the grantee's process for handling citizen complaints and periodically inspect and analyze the records related to such complaints;~~
 - ~~(8) Monitor the grantee's adherence to operational procedures and line extension policies;~~
 - ~~(9) Assure compliance with applicable laws and ordinances;~~
 - ~~(10) Arrange tests and analyses of equipment and performance, pursuant to this subchapter and franchise, to ensure compliance with this subchapter and the franchise;~~
 - ~~(11) Provide for reasonable continuity in service;~~
 - ~~(12) Receive for examination all data and reports required by this subchapter.~~
- ~~(Ord. passed 3-20-00)~~

Sec. 112.047 Rates and charges.

- ~~(A) *Rate regulation.* The town may regulate basic cable service tier rates and related equipment, installation and service charges of any cable television system operating in the Town of Huntersville pursuant to existing federal law and FCC regulations, notwithstanding any different or inconsistent provisions in the franchise.~~
- ~~(B) *Views considered.* In connection with such rate regulation, the town shall ensure a reasonable opportunity for consideration of the views of interested parties.~~
- ~~(C) *FCC forms.* The Town Manager, or his or her designee, is authorized to execute on behalf of the town and file with the FCC such certification forms or other instruments as may be required by federal law or FCC regulations in order to enable the town to regulate rates and charges.~~
- ~~(D) *Rate/schedules.* The grantee shall file with the town schedules which shall describe all services offered, all rates and charges of any kind and all terms and conditions relating thereto.~~

(Ord. passed 3-20-00)

Sec. 112.048 Performance evaluation.

- (A) ~~Performance evaluations.~~ The town and the grantee shall, at the discretion of the town, hold scheduled performance evaluation sessions every third year during the term of the franchise.
- (B) ~~Special evaluations.~~ Special evaluation sessions may be held at any time during the term of the franchise at the request of the town.
- (C) ~~Public notice.~~ All evaluation sessions shall be open to the public and announced in a newspaper of general circulation in accordance with the public notice provisions of this chapter. The grantee shall notify subscribers of all such evaluation sessions by announcement on the designated local origination channel on the system at such various times and frequencies so as to ensure comprehension between the hours of 11 a.m. and 9 p.m. for five consecutive days preceding each session.
- (D) ~~Topics.~~ Topics which may be discussed at any scheduled or special evaluation session may include, but not be limited to, system performance, grantee compliance with this subchapter and the franchise, customer service and complaint response, subscriber privacy, franchise fees, penalties, applications of new technologies, judicial and FCC filings and line extensions.
- (E) ~~Grantee cooperation.~~ During the review and evaluation by the town, the grantee shall cooperate with the town and shall provide such information and documents as the town may need to reasonably perform its review.

(Ord. passed 3-20-00)

Sec. 112.049 Schedule of liquidated damages.

- (A) ~~Willful violation.~~ For the willful violation of any of the following provisions of this subchapter, the town shall notify the grantee in writing of the violation, and the grantee shall be allowed 30 days, or such greater amount of time as the town may specify to correct such violation.
- (B) ~~Chargeable to bond.~~ Such undisputed liquidated damages shall be chargeable, to the extent available, to the security fund and performance bond if not tendered by the grantee within the aforesaid period of time.
- (C) ~~Hearing.~~ The grantee may request a hearing before the Commission in writing within seven business days of receiving notice of violation from the town. The time frame specified in the notice for correction of the violation shall be tolled from the date of receipt of a request from the grantee for a hearing until the day after the hearing.
- (D) ~~Damages, penalties.~~ These liquidated damages shall be in addition to and not a limitation upon the other penal provisions of this subchapter, including penalties or revocation, or other statutorily or judicially imposed penalties.

- (1) ~~No decision by the town to invoke any remedy under this subchapter, the franchise agreement or any statute, law or ordinance shall preclude the availability of any other such remedy.~~

Issue

Liquidated Damages

Failure to render payment of the reimbursement of the town's franchise expenses, franchise fee or penalty payments:	\$500.00 per day from time due until paid.
Failure to file reports:	\$100.00 per day from time due until report(s) are filed.
Failure to complete system construction:	\$1,000.00 per day from time due until construction is complete.
Failure to comply with material provisions of this chapter or the franchise agreement	\$200.00 per day until grantee is in compliance with the provision(s).
Failure to provide access funds, equipment, facilities or services	\$500.00 per day from time due until paid or provided.

- (2) ~~The town retains the right at its sole option to reduce or waive any of the above-listed penalties where extenuating circumstances or conditions beyond the control of the grantee are deemed to exist. The Town Manager or his or her designee shall determine the town's willingness to reduce or waive any of the above-listed penalties.~~

(Ord. passed 3-20-00)

Secs. 112.050—112.059 Reserved.

ARTICLE IV. DESIGN AND CONSTRUCTION

Sec. 112.060 Authority to construct.

(A) ~~Authorization to commence new construction and application procedures.~~ Within 30 days of the acceptance by the grantee of a franchise, the grantee shall register the system with the FCC and apply for contracts for use of poles.

- (1) ~~Within 30 days after completion of the make-ready survey identifying the routes of the system facilities, the grantee shall apply for all additional licenses from the state, town or other necessary parties, such as the railroads, for crossing under or over their property.~~
- (2) ~~In any event, all necessary applications for permits, licenses, certificates and authorizations shall be applied for in a timely fashion so that such filing and processing shall not interfere with or cause delay with the construction schedule as outlined in the franchise.~~
- (3) ~~Failure to make such timely application and timely filing shall constitute a substantial violation of this subchapter.~~

(B) ~~Power to contract.~~ Upon grant of the franchise and in order to construct, operate and maintain a cable system in the town, the grantee may enter into contracts with any public

utility companies or any other owner or lessee of any poles or underground areas located within or without the town, obtain right-of-way permits from appropriate city, county, state or federal officials necessary to cross or otherwise use highways or roads under their respective jurisdiction; obtain permission from the Federal Aviation Administration to erect and maintain antennas; and obtain whatever other permits a city, county, state or federal agency may require.

(Ord. passed 3-20-00)

Sec. 112.061 Construction and technical standards.

(A) *Compliance with construction and technical standards.*

- (1) The grantee shall construct, reconstruct, install, operate and maintain its system in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements and FCC technical standards, which standards are incorporated by reference herein.
- (2) The system shall be designed, constructed, operated and maintained for 24 hours-a-day continuous operation.

(B) *State of the art.* The grantee shall construct, install, operate and maintain its system in accordance with, but not limited to, the following:

- (1) The system will be designed to permit a minimum of 750 MHZ operation;
- (2) Where economically feasible, the system will utilize home terminals which will make the system adaptable for the development of future services;
- (3) The grantee shall maintain its system facilities in a manner which will continue to enable to add new services and associated equipment as they are developed, available and proved economically feasible and marketable to subscribers.

(C) *Facility installation/construction.* Prior to the erection or installation by the grantee of any towers, poles or fixtures of five feet by five feet by four feet or larger for use in connection with the installation, construction, maintenance or operation of the cable communications system under this subchapter, the grantee shall first submit to the town and other appropriate parties for approval a concise description of the facilities proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities. If required for town approval, pursuant to this chapter, grantee shall also provide such description and drawings for underground construction.

(D) *Contractor qualifications.* Any contractor proposed for work of construction, reconstruction, installation, operation, maintenance and repair of system equipment must be properly licensed under the laws of the state and all local ordinances.

(E) *Map accuracy.* The town does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures. In public rights-of-way, where necessary, the location shall be verified by excavation.

- (F) ~~*Work performance.*~~ Construction, reconstruction, installation, operation and maintenance of the cable communications system shall be performed in an orderly and workmanlike manner in accordance with then-current technological standards.
- (1) ~~All cables and wires shall be installed, where possible, parallel with electric and telephone lines.~~
 - (2) ~~Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.~~
- (G) ~~*Compliance by grantee.*~~ Grantee shall at all times comply with:
- (1) ~~Occupational Safety and Health Administration (OSHA) regulations;~~
 - (2) ~~National Electric Code;~~
 - (3) ~~National Electrical Safety Code (NESC);~~
 - (4) ~~AT&T Manual of Construction Procedures (Blue Book);~~
 - (5) ~~Bell Telephone Systems Code of Pole Line Construction;~~
 - (6) ~~All federal, state, town and municipal construction requirements, including FCC rules and regulations, utility construction and requirements;~~
 - (7) ~~All building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.~~
- (H) ~~*Antennas.*~~ Any antenna structure used in the cable communications system shall comply with construction, marking and lighting of antenna structure standards as required by federal and state laws or regulations.
- (I) ~~*Work facilities, conditions and procedures.*~~ All worker facilities, conditions and procedures that are used during construction, installation, operation and maintenance of the cable system shall comply with the standards of the Occupational Safety and Health Administration.
- (J) ~~*RF leakage.*~~ RF leakage shall be checked at reception location for emergency radio services to prove measurable interference signal combinations are possible.
- (1) ~~Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no measurable interference to airborne navigational reception in the normal flight pattern.~~
 - (2) ~~FCC rules and regulations shall govern.~~
 - (3) ~~The system shall cause no measurable interference in television signal reception to any operating receiver not connected to and serviced by the system.~~
- (K) ~~*Standby power.*~~ The grantee shall maintain equipment capable of providing standby power for a minimum of four hours for the headend and all fiber optic nodes.
- (L) ~~*Health/safety.*~~ If, at any time, it is reasonably determined by the town or any other agency or authority of competent jurisdiction that any part of the system, including without limitation, any means used to distribute signals over or within the system, is harmful to the health or safety of any person, then the grantee shall, at its own cost and expense, promptly correct all such conditions.

~~(M) *Town not liable.* Except for acts of willful misconduct or gross negligence, neither the town nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the grantee or any affiliated person for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration or relocation of any part of the system by or on behalf of the grantee or town in connection with any emergency, public work, public improvement, alteration or any municipal structure, any change in the grade or line of any street or the elimination, discontinuation and closing of any street.~~

~~(Ord. passed 3-20-00)~~

~~Sec. 112.062 System construction schedule.~~

~~(A) *Service availability.* The grantee must make cable television service available to every dwelling unit within the franchise service area in accordance with the terms of the franchise agreement and this subchapter.~~

~~(B) *Dedicated access.*~~

~~(1) It is the intent of the town that dedicated access channels shall be constructed concurrently with any franchised cable communications system to take advantage of the cost reduction inherent in concurrent construction.~~

~~(2) The requirements for dedicated institutional access channels shall be stated in the franchise agreement.~~

~~(Ord. passed 3-20-00)~~

~~Sec. 112.063 Extension of service.~~

~~(A) *Density.* The grantee shall provide service to any new residential dwelling units or commercial subscribers within the initial service area and any additional areas annexed to the town where there are at least 18 potential subscribers or residential dwelling units per proposed cable plant mile for residentially zoned areas and at least 50 subscribers per proposed cable plant mile for commercially zoned areas, except where served by another cable company.~~

~~(B) *Lack of density.* In other areas with less than 18 residential dwelling units or 50 commercial subscribers per proposed cable plant mile, the grantee shall offer a cost-sharing arrangement with residents. The cost-sharing arrangement shall consist of the following:~~

~~(1) On the request of one or more potential subscribers desiring service, the grantee shall prepare, at its cost, an engineering survey and cost analysis to determine the cost of plant extension required to provide service to each subscriber from the closest point where available quality signals exist;~~

~~(2) The cost of construction shall be allocated based on the following formula: if a request for extension of service into a residential area requires the construction of cable plant which does not pass at least 18 potential subscribers per strand or trench mile, the grantee and subscribers will each bear their proportionate share of construction costs. For example, if there are nine subscribers per strand mile or trench mile, the grantee's~~

share will equal 9/18 or one-half of construction cost. The remaining cost will be shared equally by each subscriber;

- (3) ~~The average cost of line extension shall be recalculated annually and based upon then-current costs for labor and materials.~~

(C) ~~*New construction.* In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give the grantee reasonable notice of such construction or development and of the particular date on which open trenching will be available for the grantee's installation of conduit, pedestals and/or vaults and laterals to be provided at the grantee's expense.~~

- (1) ~~The grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner.~~

- (2) ~~Except for the notice of the particular date on which trenching will be available to the grantee, any notice provided to the grantee by the town of a preliminary plant request shall satisfy the requirement of reasonable notice if sent to the local general manager or system engineer of the grantee prior to approval of the preliminary plant request.~~

(Ord. passed 3-20-00)

Sec. 112.064 Use of streets.

(A) ~~*Underground installations.* All installations shall be underground in those areas of the town where public utilities providing telephone and electric service are underground at the time of installation.~~

- (1) ~~In areas where either telephone or electric utility facilities are above ground at the time of installation, the grantee may install its service above ground, provided that, at such time as those facilities are required to be placed underground by the town or are placed underground, the grantee shall likewise place its services underground without additional cost to the town or to the individual subscriber so served.~~

- (2) ~~Where not otherwise required to be placed underground by this subchapter or the franchise agreement, the grantee's system shall be located underground at the request of the adjacent property owner, provided that the excess cost over the aerial location shall be borne by the property owner making the request.~~

- (3) ~~All new cable passing under the roadway shall be installed in conduit or PVC sheathing no less than 18 inches from the top of the conduit to the surface of the ground.~~

(B) ~~*Interference with persons, improvements, public and private property and utilities.* The grantee's system and facilities, including poles, lines, equipment and all appurtenances, shall be located, erected and maintained so that such facilities shall:~~

- (1) ~~Not endanger or interfere with the health, safety or lives of persons;~~

- ~~(2) Not interfere with any improvements the city, county or state may deem proper to make;~~
- ~~(3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction or repair;~~
- ~~(4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction or repair; and~~
- ~~(5) Not obstruct, hinder or interfere with any gas, electric, water or telephone facilities or other utilities located within the town.~~

~~(C) *Restoration to prior condition.*~~

- ~~(1) In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the grantee shall, at its own cost and expense and in a manner approved by the town, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed, in as good a condition as, or better than, before said work was commenced and in a good workmanlike, timely manner in accordance with standards for such work set by the town.~~
- ~~(2) The restoration shall be undertaken within no more than ten days after the disturbance is incurred and shall be completed as soon as possible thereafter.~~

~~(D) *Restoration of the facilities.* In the event that at any time during the period of this franchise the city, county or state shall lawfully elect to alter or change the grade of any street, alley or other public ways, the grantee, upon reasonable notice by the proper authority, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.~~

~~(E) *Cooperation with building movers.* The grantee shall, on the request of any person holding a building moving permit issued by the town, temporarily raise or lower its wire to permit the moving of buildings.~~

- ~~(1) The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance.~~
- ~~(2) The grantee shall be given not less than 15 working days advance notice to arrange for such temporary wire changes.~~

~~(F) *Tree trimming.* The grantee shall have the authority, except when in conflict with existing town ordinances, to trim any trees upon and overhanging public rights-of-way so as to prevent the branches of such trees from coming in contact with system facilities, except that at the option of the town, such trimming may be done by it or under its supervision and direction at the expense of the grantee.~~

~~(G) *Easements.*~~

- ~~(1) All necessary easements over and under private property shall be arranged for by the grantor.~~

- (2) ~~Any easements over or under property owned by the town other than the public rights-of-way shall be separately negotiated with the town.~~
- (H) ~~*Work within right-of-way.*~~ The closing of any part of a publicly maintained street or right-of-way must be approved by the town or state and shall not unreasonably impede traffic flow.
 - (1) ~~During repairs or improvements traffic on streets must be maintained.~~
 - (2) ~~Where full closing of the street is required, the request for approval must be submitted at least ten days in advance.~~
 - (3) ~~Closings will not be permitted in the central business district during the holiday shopping season.~~
 - (4) ~~Where emergency closings are necessary, the town is to be notified as soon as possible.~~
 - (5) ~~All closings are to be protected and signed.~~
- (I) ~~*Removal of town or state property.*~~ No town or state property is to be removed from a right-of-way, including signing on utility poles, without proper permission from the town.
- (J) ~~*No burden on public rights-of-way.*~~
 - (1) ~~Grantee shall not erect, install, construct, repair, replace or maintain its cable system in such a fashion as to unduly burden the present or future use of the streets or public rights-of-way.~~
 - (2) ~~If the town, in its reasonable judgment, determines that any portion of the cable system is an undue burden, the grantee at its expense shall modify its cable system or take such other actions as the town may determine is in the public interest to remove or alleviate the burden and grantee shall do so within the time period established by the town.~~
- (K) ~~*Barriers.*~~ While any portion of the streets or public rights-of-way are open, grantee shall maintain reasonable barriers, lights at night and other warnings to the users of the streets or public rights-of-way in compliance with applicable government regulations requiring and pertaining to such barriers.
- (L) ~~*Soil erosion.*~~
 - (1) ~~All construction shall be in accordance with state and local laws and regulations regarding soil erosion.~~
 - (2) ~~Grantee or grantee's contractor shall correct any violation at the direction of the town and at grantee's expense.~~
- (M) ~~*Utility crowding.*~~
 - (1) ~~In areas of the town where the town or state finds that the public rights-of-way will not accommodate further underground facilities, the town or state may require that the grantee's conduits be oversized, duplicated or placed in multiple configurations, and the grantee shall share the use of its underground conduits and multiple configurations at such locations at reasonable rates.~~

- (2) ~~Such rates shall be determined by the town or state if grantee and third parties cannot agree on same.~~
- (N) ~~Removal of obsolete facilities/cooperation.~~ When grantee opens a trench, accesses a conduit or boring or is working on aerial locations, it shall remove all obsolete cable system facilities from such locations.
- (1) ~~When grantee opens a trench or access to underground bores, it shall notify all other grantees and permittees in advance of such work, so that they may remove their obsolete facilities from such locations. Grantee shall cooperate with such persons in such activities.~~
- (2) ~~When grantee receives notification from another grantee or permittee that it is opening a trench or access to underground bores, grantee shall remove all of its obsolete facilities from such location while they are opened.~~
- (O) ~~Vacating of rights-of-way.~~ If a public right-of-way is vacated, eliminated, discontinued or closed, all rights of grantee under its franchise to use same shall terminate and grantee at its expense shall immediately remove the cable systems from such public right-of-way unless grantee obtains any necessary easements from the affected property owners to use the former public right-of-way.
- (P) ~~Acquisition of right-of-way.~~ In acquiring or widening public right-of-way, the town or state shall determine the minimum right-of-way necessary to accommodate paved streets, pedestrian walkways, landscaping, traffic signals, drainage, water and sewer lines and other governmental facilities.
- (Q) ~~Pavement cut coordination/additional fees.~~ Grantee shall coordinate its construction program and all other work in the public rights-of-way with town's or state's program for street construction, rebuilding, resurfacing and repair (hereinafter collectively referred to as street resurfacing). Grantee shall meet with the official of the town responsible for such program at least twice per year to this end.
- (1) ~~The goals of such coordination shall be to require grantee to conduct all work in the public rights-of-way in conjunction with or immediately prior to any street resurfacing planned by the town. Grantee shall provide timely notice to the town prior to such work and grantee shall have applied for permits as required.~~
- (2) ~~In addition to any other fees or payments required by this chapter and the franchise, grantee shall pay to the town any costs required under local ordinances. This fee is in addition to and not in lieu of the obligation to restore the public rights-of-way.~~

(Ord. passed 3-20-00)

Sec. 112.065 Erection, removal and common use of poles.

- (A) ~~Approval required.~~ No poles shall be erected by the grantee without prior approval of the town or state with regard to location, height, types and any other pertinent aspect. However, no location of any pole or wire holding structure of the grantee shall give rise to a vested interest, and such poles or structures shall be removed or modified by the grantee at its own

expense whenever the town determines that the public convenience would be enhanced thereby.

- (B) ~~Utilization of existing poles.~~ Where poles already in existence for use in serving the town are available for use by the grantee, the town or state may require the grantee to use such poles and structures, if it determines that the public convenience would be enhanced thereby and the terms of the use available to the grantee are just and reasonable.
- (C) ~~Permitting.~~ Where a public utility serving the town desires to make use of the poles or other wire holding structures of the grantee, but agreement therefor with the grantee cannot be reached, the town may require the grantee to permit such use for such consideration and upon such terms as the town shall determine to be just and reasonable, if the town determines that the use would enhance the public convenience and would not unduly interfere with the grantee's operation.

(Ord. passed 3-20-00)

Sec. 112.066 Construction reporting requirements.

The grantee shall provide the town with a written progress report detailing construction work completed as specified in the franchise.

(Ord. passed 3-20-00)

Sec. 112.067 Tests and performance monitoring.

- (A) ~~Technical performance.~~ Not later than 90 days after any new or substantially rebuilt portion of the system is made available for service to subscribers, and thereafter on the third anniversary of the effective date of the franchise, the grantee shall conduct technical performance tests to demonstrate substantial compliance with all technical standards contained in this subchapter and the franchise agreement and the applicable technical standards and guidelines of the FCC.

(B) ~~Supervision/reporting.~~

- (1) ~~Such tests shall be performed by or under the supervision of a qualified registered professional engineer or an engineer with proper training and experience.~~
- (2) ~~A copy of said engineer's report shall be submitted to the town, describing test results, instrumentation, calibration and test procedures and the qualification of the engineer responsible for the tests.~~

(C) ~~Monitor test points.~~

- (1) ~~System monitor test points shall be established at or near the output of the last amplifier in the longest feeder line at or near trunk line extremities.~~
- (2) ~~Such periodic tests shall be made at the test points as shall be required by the FCC and/or the franchise agreement.~~

~~(D) *FCC tests.* In addition to the performance test reports required herein, a copy of any performance test reports required by the FCC shall be submitted to the town within 60 days of completion.~~

~~(E) *Complaint response.*~~

~~(1) Whenever there have been similar complaints made within one year from more than ten percent of the subscribers to the grantee's system, or when there exists other substantial evidence which, in the judgement of the town, casts doubt on the reliability or quality of the grantee's system, the town shall have the right and authority to compel the grantee to test, analyze and report on the performance of its system.~~

~~(2) Reports on such tests shall be delivered to the town no later than 30 days after the town reasonably notifies the grantee and shall include the following information:~~

~~(a) The nature of the complaints which precipitated the special tests;~~

~~(b) What system component was tested;~~

~~(c) The equipment used and procedures employed in said testing;~~

~~(d) The results of such tests; and~~

~~(e) Methods by which said complaints were resolved.~~

~~(3) The tests and analyses shall be supervised by a qualified technician who shall sign all records of the special tests and forward same to the town with a report interpreting the results of the tests and recommending what actions, if any, should be taken by the grantee or town.~~

~~(F) *Consultants.* The town shall have the right to employ, at the town's expense, qualified consultants if necessary or desirable to assist in the administration of this or any other section of this subchapter or the franchise agreement.~~

~~(Ord. passed 3-20-00)~~

~~Secs. 112.068—112.079 Reserved.~~

ARTICLE V. SERVICE

~~Sec. 112.080 Services to subscribers and users.~~

~~(A) *Services.* Concurrently with the activation of the cable communications system in the town, the grantee shall provide those services to subscribers as described in the franchise agreement or services of similar mix, quality and level.~~

~~(1) The system shall carry the programming and services as indicated in the franchise agreement.~~

~~(a) Should the grantee desire to change the selection of programs or services offered on any of its tiers, it shall use its best efforts to maintain the mix, quality and level of services provided over the system.~~

- ~~(b) Any such change in programs or services offered shall comply with the conditions and procedures contained in the franchise agreement and shall be reported to the town at least 30 days prior to the proposed implementation when possible.~~
 - ~~(c) The grantee shall use its best efforts to ensure diversity of programming.~~
- ~~(2) A basic service tier shall be offered to subscribers throughout the term of this franchise.~~
- ~~(3) The grantee shall provide and maintain access channels pursuant to the terms defined under the franchise agreement.~~
- ~~(4) The grantee shall provide and maintain an institutional network or provisions for such services pursuant to the terms defined under the franchise agreement.~~
- ~~(5) The grantee shall make available leased access channels to assure that the widest possible diversity of information sources are made available to subscribers.~~
 - ~~(a) Such channels shall be especially designated for leased access use by persons unaffiliated with the grantee on terms, rates and conditions which are in accordance with federal regulation.~~
 - ~~(b) The number of such channels shall be determined by the provisions of federal regulation.~~
 - ~~(c) The grantee shall advertise periodically the availability of such channels.~~
 - ~~(d) The grantee shall not exercise any editorial control over any programming provided over such channels, except as permitted in accordance with the provisions of federal regulation.~~
- ~~(6) Grantee shall install and maintain, at no charge, one service drop to each public building within the franchise area for which the demarcation point (common entry point for utilities) is located 300 feet or closer to the closest useable point on the grantee's cable system.~~
 - ~~(a) On request from the appropriate official, and if the town or the respective entity is willing to pay the incremental costs, grantee will run feeder rather than drop cable to a public building which does or plans to amplify the signal for internal distribution.~~
 - ~~(b) Grantee shall provide full basic service and the CPST tier or its equivalent and one non-addressable converter to such building free of charge. Any additional converters will be provided on request at grantee's standard lease rate.~~
 - ~~(c) Upon request from an appropriate official, at free drop locations, grantee will provide inside wiring for a reasonable number of outlets, and the requesting entity shall reimburse grantee's full cost of labor and materials for such internal wiring unless otherwise provided for in grantee's (or parent company's) social contract with the FCC.~~
 - ~~(d) Grantee shall also extend cable to public buildings located further than 300 feet from grantee's distribution plant where the town or the respective entity is willing to reimburse grantee's full cost for materials and labor beyond the first 300 feet.~~

~~(B) Emergency override.~~

- ~~(1) To the extent required by and consistent with applicable federal statutes and FCC regulations, the grantee shall satisfy its emergency access override obligation throughout the town and shall designate a government access channel for emergency broadcast of both audio and video signals.~~
- ~~(2) The town shall train its personnel in proper use of the channel; shall limit access to its override functions to such trained individuals; and shall indemnify, hold harmless and defend the grantee against any and all claims, causes of action, proceedings and judgments for damages arising out of the town's use of the emergency channel.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.081 Installations, connections, other grantee services.

~~(A) Standard installations.~~ Standard installation shall consist of a subscriber connection not exceeding 150 feet from a single point or pedestal attachment to the customer's residence.

- ~~(1) Service in excess of 150 feet and concealed wiring shall be charged before installation begins at a rate not to exceed additional installation costs.~~
- ~~(2) The desire of the subscriber as to the point of entry into the residence shall be observed whenever possible, subject to the grantee's good faith judgment in regard to, but limited to, safety, efficiency and system performance.~~
- ~~(3) The grantee shall use due care in the process of installation and shall repair any damage to the subscriber's property caused by said installation.~~
- ~~(4) Such restoration shall be undertaken within a reasonable time after the damage is incurred and shall be completed as soon as possible thereafter, said time not to exceed 15 days, weather permitting.~~

~~(B) Antennas and antenna switches.~~ The grantee shall not, as condition to providing cable communications service, require any subscriber or potential subscriber to remove any existing antenna structures for the receipt of over-the-air television signals.

~~(C) Lockout devices.~~

- ~~(1) The grantee shall provide to the potential subscriber, as part of its promotional literature, information concerning the availability of a lockout device for use by a subscriber.~~
- ~~(2) The lockout device described herein shall be made available to all subscribers requesting it, beginning on the first day that any cable service is provided or, in the case of a renewed or extended franchise, on the effective date of such renewal or extension.~~

~~(D) Reconnection.~~

- ~~(1) The grantee shall restore service to customers wishing restoration of service, provided the customer shall first satisfy any previous obligations owed.~~

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- (2) ~~Further, any such reconnection may be on terms and conditions established by the grantee.~~
- (E) ~~Free disconnection.~~ Subscribers shall have the right to have cable service disconnected or de-authorized without charge therefor.
- (1) ~~Such disconnection or de-authorization shall be made as soon as practicable and not to exceed 15 days.~~
- (2) ~~A refund of unused service charges shall be paid to the customer within 60 days from the date of termination of service.~~
- (F) ~~Delinquent accounts.~~
- (1) ~~The grantee shall use its best efforts to collect delinquent subscriber accounts.~~
- (2) ~~Whenever possible, the grantee shall provide the customer with at least seven working days written notice prior to disconnection.~~
- (Ord. passed 3-20-00)

Sec. 112.082 Service calls and complaint procedures.

- (A) ~~System office.~~ The grantee shall establish, operate and maintain, a local office and local telephone number within the system, including a business office and maintenance and repair facility for the purpose of receiving inquiries, requests and complaints concerning all aspects of the construction, installation, operation and maintenance of the system and for the payment of subscribers' service charges.
- (B) ~~System telephone.~~ The grantee shall have a listed, locally staffed telephone number for service calls, and such telephone service shall be available 24 hours a day, seven days a week.
- (C) ~~Complaint response.~~ The grantee shall respond to and resolve subscribers' complaints or requests for service in connection with repairs and maintenance and malfunctions of system facilities.
- (1) ~~The grantee shall respond as quickly as possible to such complaints and requests.~~
- (2) ~~Complaints or requests which may pose a potential health and safety hazard will be responded to immediately.~~
- (3) ~~In connection with billing complaints, the grantee shall respond within seven business days.~~
- (D) ~~Rules/regulations.~~
- (1) ~~The grantee shall prepare and file with the town copies of all of its rules and regulations in connection with the handling of inquiries, requests and complaints.~~
- (2) ~~The grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the office or agent to whom such~~

inquiries or complaints are to be addressed, and furnish information concerning the town office responsible for the administration of the franchise, including, but not limited to, the address and telephone number of said office.

(E) ~~Records.~~ The grantee shall keep full records in connection with all complaints and requests in the nature of complaints in connection with the system.

(1) ~~Such records shall identify the person contacting the grantee and the person responding on behalf of the grantee, the subject matter of the contract, the date and time it was received, the resolution of the matter in question or the action taken by the grantee in connection with the contact, and the date and time thereof and such other information as may be deemed pertinent by the grantee.~~

(2) ~~These records shall be made available for periodic inspection by the town after 48 hours notice to grantee.~~

(F) ~~Equipment service/replacement.~~ The grantee shall service or replace without charge all equipment provided by it to the subscriber, provided, however, that the grantee may charge a subscriber for service to or replacement of any equipment damaged directly or indirectly by a subscriber.

(G) ~~Unresolved complaints.~~ The town may review and monitor unresolved customer complaints.

(H) ~~Service interruption rebate.~~ In the event that any subscriber is interrupted for 24 or more consecutive hours due to causes within the grantee's control, the grantee shall provide a prorated rebate of monthly fees to the affected subscriber upon the subscriber's request.

(Ord. passed 3-20-00)

Sec. 112.083 Consumer service goals.

~~Grantee agrees to the following consumer service goals or any other goals established by federal or state governmental authorities, whichever are higher.~~

(A) ~~Complaint resolution.~~ The grantee shall resolve all complaints within 15 days and shall notify the town of those not resolved within 15 days.

(B) ~~Subscriber information.~~

(1) ~~The grantee shall provide all prospective subscribers with complete, clear and concise information concerning all services and rates provided by the grantee upon solicitation of service and prior to the confirmation of any agreement for the installation of cable service.~~

(2) ~~Such information shall include but not be limited to the following: all services and rates; deposits, if applicable; installation costs; additional set charges; service upgrade and downgrade charges; and stolen or lost converter charges.~~

(C) ~~Subscriber handbook.~~ A subscriber handbook shall be provided to each subscriber upon installation. This handbook should include information:

(1) ~~On the utilization of videocassette recorders;~~

- ~~(2) Regarding complaint, billing and collection procedures, methods of ordering changes, termination of services, refund policies and the telephone number and address of the appropriate town department to whom problems with complaint procedures can be addressed;~~
 - ~~(3) Installation and service maintenance policies;~~
 - ~~(4) Instructions on how to use the cable service;~~
 - ~~(5) Channel positions of programming carried on the system;~~
 - ~~(6) Concerning parental lock-out devices;~~
 - ~~(7) About use of the grantee's converters;~~
 - ~~(8) About adjusting the television set;~~
 - ~~(9) Explaining the bill;~~
 - ~~(10) Describing community programming;~~
 - ~~(11) Regarding office hours and customer-related telephone numbers; and~~
 - ~~(12) Regarding addresses for the grantee's offices.~~
- ~~(D) *Services.* The grantee's office shall be open weekdays from 8 a.m. to 6 p.m. and on Saturdays from 9 a.m. to 6 p.m., unless otherwise stated in grantee's franchise agreement.~~
- ~~(1) Additional payment centers located elsewhere in the town should be provided throughout the term of the franchise, as consumer needs demand.~~
 - ~~(2) Where feasible, grantee shall provide contract services for the purpose of exchange or retrieval of converter equipment outside the normal business hours.~~
 - ~~(3) The grantee shall respond to repair calls, either by telephone contact with the subscriber for an appointment, by a visit to the premises or by a doorknob hanger if no one is at home, within 24 hours.~~
- ~~(E) *Maintenance notices.*~~
- ~~(1) The grantee shall notify subscribers of routine maintenance activities through methods such as notes in the monthly guide, bill inserts and video commercials.~~
 - ~~(2) Whenever possible, routine maintenance should be done by the grantee in the early morning so that the subscribers are inconvenienced the least amount possible.~~
- ~~(F) *Corrective actions.*~~
- ~~(1) Excluding conditions beyond the control of the grantee, the grantee will begin working on the loss of picture or sound on one or more channels promptly and in no event later than 24 hours after the interruption becomes known.~~
 - ~~(2) The grantee must begin actions to correct other service problems the next business day after notification of the service problem.~~

- (G) ~~Installations.~~ The grantee shall install cable television service to new subscribers and perform service changes to existing subscribers within seven business days of initial requests under standard conditions.
- (H) ~~Appointments.~~ Appointment window alternatives for installations, service calls and other installation activities will be either for a specific time or no more than a four hour block of time during the business day.
- (1) ~~Appointments cannot be canceled after the close of business the day before an appointment is scheduled.~~
 - (2) ~~Customers must be contacted and offered another time at their convenience if the company representative is running late and cannot keep the scheduled appointment.~~
 - (3) ~~The above standards must be met no less than 95 percent of the time, as measured on a quarterly basis.~~
- (I) ~~Telephone response.~~ For consumer telephone calls, the grantee should answer 90 percent of all calls handled (all calls which held more than 60 seconds) within 60 seconds.
- (1) ~~No more than 15 percent of the total calls received and held for over 60 seconds should be lost. Busy signals cannot be received more than three percent of the time, under normal operating conditions.~~
 - (2) ~~The grantee shall provide information to the town annually or upon special request regarding the number of active telephone lines, the time period in which telephone calls are answered and the percent of calls lost.~~
 - (3) ~~Such back-up information as deemed necessary by the town which can be provided by the grantee's telephone management information system should be provided by the grantee.~~
- (J) ~~Trained representative.~~
- (1) ~~A trained company representative will answer consumer calls during normal business hours.~~
 - (2) ~~Calls made after normal business hours are to be answered by trained company representatives on the next business day.~~
- (K) ~~Consumer education.~~ The grantee shall provide ongoing consumer education programs regarding billing which shall include at a minimum annual subscriber notification of the billing process and cycles and 30 days prior notification of changes to this process or the cycles.
- (L) ~~Consumer research.~~ The grantee, on an ongoing basis, shall research customer needs, especially in the areas of automated response units, universal remote controls and cable converter boxes.
- (M) ~~Performance review information.~~ The grantee shall provide information deemed necessary to the town for triennial performance review of the grantee's performance and to evaluate consumer service performance.

- (N) ~~*Billing.* The grantee, at a maximum, shall bill subscribers monthly, but this shall not preclude other payment arrangements expressly agreed upon by the grantee and the subscriber.~~
- (O) ~~*Bill clarity.* All bills must be clear, concise and understandable.~~
- ~~(1) Bills must be itemized, including itemization for basic and premium service charges and equipment charges.~~
 - ~~(2) All activities during the billing period must be shown, including optional charges, rebates and credits.~~
- (P) ~~*Complaint response.* The grantee must respond to written complaints from subscribers regarding billing disputes within 30 days.~~
- ~~(1) Refund checks must be issued promptly, but not later than:
 - ~~(a) The customer's next billing cycle following resolution of the customer's request, or 30 days, whichever is earlier; or~~
 - ~~(b) Upon return of equipment supplied by grantee if service is terminated.~~~~
 - ~~(2) Credit is to be issued no later than the customer's next billing cycle following determination that credit is warranted.~~
- (Q) ~~*Notices.*~~
- ~~(1) Customers must be notified of any changes in rates, programming services or channel positions in writing and by announcements on the cable system.~~
 - ~~(2) If the change is within the grantee's control, notice must be provided at least 30 days in advance.~~
- (R) ~~*Repair response.* The grantee shall resolve 80 percent of all repair calls within 48 hours, unless otherwise stipulated in grantee's franchise agreement.~~
- (S) ~~*Prior approval.* The grantee shall secure formal approval from the Administrator prior to any and all changes to all the aforementioned items of this section, which approval shall not unreasonably be withheld.~~
- (T) ~~*Additional compliance.* In addition to the above, the grantee shall comply with all service-related procedures contained in the franchise agreement.~~

(Ord. passed 3-20-00)

Sec. 112.084 Continuity of service.

- (A) ~~*Uninterrupted service.* The grantee shall use its best efforts to ensure that all subscribers receive continuous, uninterrupted service, insofar as their financial and other obligations to the grantee are honored.~~
- (B) ~~*Rebuild, modify or sale of system.*~~
- ~~(1) In the event that the grantee elects to rebuild, modify or sell the system, or the town gives notice of intent to terminate or fails to renew the grantee's franchise, the grantee~~

~~shall cooperate with the town or new grantee or operator in maintaining continuity of service to all subscribers.~~

- ~~(2) During such period, the grantee shall be entitled to the revenues for any period during which it operated the system and shall be entitled to reasonable costs when it no longer operates the system.~~

~~(C) *Failure to operate.*~~

- ~~(1) In the event the grantee fails to operate the system for seven consecutive days without prior approval of the town or without just cause, the town may, at its option, operate the system or designate an operator until such time as the grantee restores service under conditions acceptable to the town or a permanent successor is selected.~~
- ~~(2) If the town is required to fulfill this obligation for the grantee, the grantee shall reimburse the town for all reasonable costs or damages in excess of revenues from the system received by the town that are the result of the grantee's failure to perform.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.085 Protection of subscriber privacy.

- ~~(A) *Notice.* At the time of entering into an agreement to provide any cable service or other service to a subscriber, and at least once a year thereafter, the grantee shall provide notice, in the form of a separate written statement to each subscriber, which clearly and conspicuously informs the subscriber of:~~

- ~~(1) The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;~~
- ~~(2) The nature, frequency and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;~~
- ~~(3) The period during which such information might be maintained by the grantee;~~
- ~~(4) The times and places at which the subscriber may have access to such information in accordance with this subchapter and other applicable federal, state, county and local law.~~

- ~~(B) *Personally identifiable information.* The grantee shall not use the cable system to collect personally identifiable information concerning any subscriber, except as necessary to render a cable service or other service provided by the grantee to the subscriber or to detect unauthorized reception of cable communications, without the prior written or electronic consent of the subscriber concerned or as otherwise required by the FCC.~~

- ~~(C) *Consent.* The grantee shall not, without the specific written or electronic consent of the subscribers concerned, sell, disclose or otherwise make available to any party any list of the names and addresses of individual subscribers, any list which identifies the viewing habits of individual subscribers or any personal data, social security number, income and other data the grantee may have on file about individual subscribers, except as necessary to render or conduct a legitimate business activity related to a cable service or other service provided by the grantee to the subscriber, if required to be in compliance with federal law or~~

regulation or if the grantee has provided the subscriber the opportunity to prohibit or limit such disclosure and the disclosure does not reveal directly or indirectly the extent of viewing or other use by the subscriber of a cable service or other service provided by the grantee or the nature of any transaction made by the subscriber over the cable system.

(D) ~~Information access.~~ Each subscriber shall be provided access to all personally identifiable information regarding such subscriber that the grantee collects or maintains.

(1) ~~Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by the grantee.~~

(2) ~~The subscriber shall be provided the reasonable opportunity to correct any error in such information.~~

(E) ~~Not prohibited.~~ This section is not intended to prohibit the use or transmission of signals useful only for the control or measurement of system performance.

(Ord. passed 3-20-00)

Sec. 112.086 Rights of individuals.

(A) ~~Non-discrimination required.~~

(1) ~~The grantee shall not deny service, deny access or otherwise discriminate against subscribers, channel users or general citizens on the basis of race, color, religion, national origin, age, sex or physical or mental handicaps, provided the subscriber shall pay all applicable fees for the service desired; and, provided further that nothing contained herein shall prohibit the grantee from granting senior citizens discounts to subscribers.~~

(2) ~~The grantee shall comply at all times with all other applicable federal, state, county and local laws and regulations relating to non-discrimination which may hereinafter be incorporated and made a part of this subchapter by reference.~~

(B) ~~Fairness of accessibility.~~ The entire system of the grantee shall be operated in a manner consistent with the principles of fairness and equal accessibility of its facilities, equipment, channels, studios and other services to all citizens, businesses, public agencies and other entities having a legitimate use for the network; and no one shall be arbitrarily excluded from its use; provided, however, that allocation of use of said facilities shall be made according to the rules or decisions of the grantee and any regulatory agencies affecting the same.

(C) ~~Information accessibility.~~

(1) ~~Each individual shall have the right to information concerning the provisions of this subchapter and the rules and regulations formulated pursuant to it by the Commission, agent or entity created hereunder or pursuant to this subchapter.~~

(2) ~~The location and hours of operation for the delivery of such information shall be published in the newspaper of the greatest circulation within the town and in such other media as the Commission may determine.~~

- ~~(3) Each individual subscribing to the services of the cable communications system or leasing channels thereof or using the access channels shall be provided with a memorandum setting forth all rules and regulations specifically outlining such individual rights, duties and obligations pertinent to such use.~~
- ~~(4) Such information as may herein be prescribed will be made available to the public and individual subscribers in such form required for understanding, including the deaf and blind, and in such languages as may be specified by the Commission.~~
- ~~(5) Each document required to be maintained, prepared, filed or submitted under the provisions of this subchapter or pursuant to it, except those required and designated confidential by the grantee or the Federal Communications Commission shall be a public document, available for public inspection and copying at the requestor's expense, at the office of the grantee or the town during normal business hours.~~
- ~~(6) The charge for such copying shall approximate the cost of mechanical reproduction and shall not include a charge for labor.~~
- ~~(7) Each individual shall have the right to representation on such boards, commissions, agencies or other entities created hereunder or hereafter by the Commission pursuant to the provisions of this subchapter.~~
- ~~(8) Such representation by citizens of the town shall be in the manner and form as the Commission may determine, ensuring equal participation of all protected groups.~~

~~(Ord. passed 3-20-00)~~

Secs. 112.087—112.099 Reserved.

ARTICLE VI. BOOKS, RECORDS AND REPORTS

Sec. 112.100 Books and records available to town.

- ~~(A) The grantee shall manage all of its operations in accordance with a policy of open books and records as such may pertain to the operation of the system in the town.~~
- ~~(B) The town shall have the right to inspect upon 24 hours written notice, at any time during normal business hours, books, records, maps, plans, service complaint logs, performance test results and other like materials of the grantee which relate to the operation of the system unless otherwise provided for in the franchise.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.101 Reports required.

~~The grantee shall file the following reports with the town as indicated herein, unless modified by terms of Grantee's franchise agreement.~~

- ~~(A) *Regulatory communications.* All reports required by the Federal Communications Commission (FCC), including, but not limited to, annual proof of performance tests and results and Equal Employment Opportunity (EEO) reports.~~

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- (B) ~~*Facilities report.*~~ An annual report setting forth the physical miles of plant construction and plant in operation during the fiscal year.
- (C) ~~*Grantee rules.*~~ The grantee's schedule of charges, contract or application forms of regular subscriber policy regarding the processing of subscriber complaints, delinquent subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the grantee's policy in connection with its system subscribers shall be filed with the town.
- (D) ~~*Proof of bonds and insurance.*~~ The grantee shall submit to the town the required performance bond, or a certified copy thereof, written evidence of payment of required premium, certificates of policies of insurance required by this subchapter and written notice of payment of required premium.
- (E) ~~*Financial and ownership reports.*~~ The grantee shall submit to the town an independently audited annual financial statement for its town system, including a balance sheet and income statement which details gross revenues, in addition to a copy of its parent company's annual audit report.
- (F) ~~*Operational reports.*~~ The following system and operational reports shall be submitted annually to the town:
- (1) ~~A report on the system's technical tests and measurements as set forth herein and in the franchise agreement;~~
 - (2) ~~A summary of the previous year's activities, including, but not limited to, new services offered;~~
 - (3) ~~A summary of complaints received and handled;~~
 - (4) ~~A summary of the number of outages (three or more service calls in one area).~~
- (G) ~~*Additional reports.*~~ The grantee shall prepare and furnish to the town, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions or property as may be reasonably necessary and appropriate to the performance of any of the functions or duties of the town in connection with the system.
- (H) ~~*Exclusions for small systems.*~~ Small system operators, as classified under current FCC guidelines, shall be permitted to petition the town to secure waivers of certain reporting requirements in the franchise.

(Ord. passed 3-20-00)

Sec. 112.102 Reports required to be maintained.

The Grantee shall at all times maintain the following reports.

- (A) ~~*Complaints/service interruptions.*~~ A record of all complaints received and interruptions or degradation of service experienced for the preceding period prior to a performance review.

~~(B) *Plans/maps.* A full and complete set of plans, record and "as-built" maps showing the exact location of all cable communication system equipment installed or in use in the town, exclusive of subscriber service drops.~~

~~(1) Grantee shall provide the "as built" maps to the town using a geographical information systems format approved by the town, which accurately displays their "as built" system.~~

~~(2) These maps will be kept current continuously and updated at least annually by the grantee.~~

~~(C) *Contractor records.* A comprehensive record of all personnel transactions and utilization of contractors, subcontractors, vendors and suppliers by race and sex.~~

~~(D) *Other records.* The town may impose reasonable requests for additional information, records and documents from time to time.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.103 Records required.

~~The grantee shall at all times maintain the following records.~~

~~(A) *Public notice.* Minimum public notice of any public meeting relating to this subchapter or the franchise shall be by publication in a newspaper of general circulation in the area at least seven days prior to the meeting and by posting at the Charlotte-Mecklenburg Government Center.~~

~~(B) *Captions.* The captions to sections throughout this subchapter are intended solely to facilitate reading and reference to the sections and provisions of this proposal. Such captions shall not affect the meaning or interpretation of this subchapter.~~

~~(C) *Franchise applications.* Applicants for a franchise shall submit to the town written applications utilizing the appropriate standard format provided by the town, at the time and place designated by the town for accepting applications and including the designated applications and including the designated application fee, if any.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.104 Exclusions for small systems.

~~(A) *Section exclusions.* Any small system (as defined by the FCC), operating within the town, shall be excluded from the following provisions:~~

~~(1) Equal opportunity affirmative action plan, Section 112.028;~~

~~(2) Construction and technical standards, state of the art, Section 112.061;~~

~~(3) Records required, Section 112.103.~~

~~(B) *Section substitutions.* Any small system (as defined by the FCC), operating within the town, shall have the following sections replace the so numbered section herein, Section 112.049 Schedule of Liquidated Damages.~~

- (1) ~~*Willful violation.*~~ For the willful violation of any of the following provisions of this section, the town shall notify the grantee in writing of the violation and the grantee shall be allowed 30 days, or such greater amount of time as the town may specify, to correct such violation.
- (2) ~~*Chargeable to bond.*~~ Such undisputed liquidated damages shall be chargeable, to the extent available, to the security fund and performance bond if not tendered by the grantee within the aforesaid period of time.
- (3) ~~*Hearing.*~~ The grantee may request a hearing before the Commission in writing within seven business days of receiving notice of violation from the town. The time frame specified in the notice for correction of the violation shall be tolled from the date of receipt of a request from the grantee for a hearing until the day after the hearing.
- (4) ~~*Damages, penalties.*~~ These liquidated damages shall be in addition to and not a limitation upon the other penal provisions of this section, including penalties or revocation, or other statutorily or judicially imposed penalties.
 - (a) ~~No decision by the town to invoke any remedy under this section, the franchise agreement or any statute, law or ordinance shall preclude the availability of any other such remedy.~~

Issue	Liquidated Damages
Failure to render payment of the reimbursement of the town's franchise expenses, franchise fee or penalty payments:	\$200.00 per day from time due until paid.
Failure to file reports:	\$50.00 per day from time due until report(s) are filed.
Failure to complete system construction:	\$400.00 per day from time due until construction is complete.
Failure to comply with material provisions of this chapter or the franchise agreement:	\$100.00 per day until grantee is in compliance with the provision(s).
Failure to provide access funds, equipment, facilities or services:	\$200.00 per day from time due until paid or provided.

- (b) ~~The town retains the right at its sole option to reduce or waive any of the above-listed penalties where extenuating circumstances or conditions beyond the control of the grantee are deemed to exist. The Town Manager or his or her designee shall determine the town's willingness to reduce or waive any of the above-listed penalties.~~

Sec. 112.100 Books and records available to the town.

- ~~(1) The grantee shall manage all of its operations in accordance with a policy of open books and records as such may pertain to the operation of the system in the town.~~
- ~~(2) The town shall have the right to inspect upon reasonable written notice, at any time during normal business hours, books, records, maps, plans, service complaint logs, performance test results and other like materials of the grantee which relate to the operation of the system.~~

~~(Ord. passed 3-20-00)~~

Sec. 92.99 - Penalty.

Any violation of this chapter or the failure to abide by any lawful order issued pursuant to this chapter shall be an infraction requiring the payment of a fifty dollar (\$50.00) penalty. This Chapter and may also be enforced punishable as provided in [Section 10.99](#).

Sec. 130.01 - Model glue; possession, use regulated.

- (A) *Definition.* As used in this section, the term "model glue" shall mean any glue or cement of the type commonly used in the building of model airplanes, boats and automobiles, containing tuluol, hexane, trichloroethylene, isopropanol, methyl isobutyle ketone, methyl cellosolve acetate, cyclohexanone or other solvent or chemical having the property of releasing toxic vapors.
- (B) *Inhalation of fumes prohibited.* No person shall, for the purpose of causing a condition of intoxication, euphoria, excitement, exhilaration, stupefaction or dulling of the senses or nervous system, intentionally smell or inhale the fumes from any model glue; provided, however, that this section shall not apply to the inhalation of any anesthesia for medical or dental purposes.
- (C) *Possession or transfer for unlawful purposes prohibited.* No person shall, for the purposes of violation or aiding another to violate any provision of this section, intentionally possess, buy, sell, transfer possession or receive possession of any model glue.
- (D) *Use by minors regulated.*

(1) Except as provided in subsection (3) hereof, no person under 16 years of age shall possess or buy any model glue.

(2) Except as provided in subsection (3) hereof, no person shall sell or transfer possession of any model glue to another person under 16 years of age.

(3) A person may sell or transfer possession of model glue to a person under 16 years of age for model building or other lawful use where the minor has in his or her possession and exhibits the written consent of one of his or her parents or his or her guardian. A

person may sell and transfer possession of model glue to a person under 16 years of age where the glue is sold, delivered or given away simultaneously with and as part of a kit used for the construction of model airplanes, model boats, model automobiles, model trains or other similar models.

(E) Penalty. This section may be enforced by any or both of the following ways as provided by law.

(1) Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.

(2) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$50.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Sec. 32.02 - Levy of tax.

A tax is imposed and levied in an amount equal to one and one-half percent of the gross receipts derived from the short-term lease or rental of vehicles at retail to the general public.

~~This tax on gross receipts is in addition to the privilege taxes authorized by G.S. § 160A-211.~~

AN ORDINANCE TO AMEND THE TOWN OF HUNTERSVILLE CODE OF ORDINANCES

Section 1. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 10.99 of Title I of the Town of Huntersville Code of Ordinances, General Penalty, is hereby amended as follows:

Sec. 10.99 - General penalty.

- (A) In accordance with G.S. § 160A-175, and unless this code of ordinances provides otherwise or as otherwise prohibited by law, violation of any provision hereof shall be a Class 3 misdemeanor as provided in G.S. § 14-4, punishable upon conviction by a fine not exceeding \$50.00 or by imprisonment not exceeding 30 days. An ordinance may provide by express statement that the maximum fine or term of imprisonment to be imposed for its violation shall be some figure or number of days less than the maximum penalties prescribed by G.S. 14-4.
- (B) ~~By express statement, a~~ An ordinance contained herein may be enforced ~~provide for its enforcement~~ by other remedies as authorized in G.S. § 160A-175, including the imposition of civil fines, the ordering of appropriate equitable relief, including injunctions, or a combination of remedies.
- (C) An ordinance may provide, when appropriate, that each day's continuing violation shall be a separate and distinct offense.

Section 2. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 98.99 of the Town of Huntersville Code of Ordinances, Penalty, is hereby added as follows:

Sec. 98.99 - Penalty.

This chapter may be enforced by any or both of the following ways as provided by law:

- Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
- A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Section 3. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 910.99 of the Town of Huntersville Code of Ordinances, Penalty, is hereby added as follows:

Sec. 910.99 - Penalty.

This chapter may be enforced by any or both of the following ways as provided by law:

- Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.
- A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Section 4. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 111.99 of the Town of Huntersville Code of Ordinances, Penalty, is hereby added as follows:

Sec. 111.99 - Penalty.

This chapter may be enforced by any of the following ways as provided by law:

(A) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$100.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Section 5. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Chapter 112 of the Town of Huntersville Code of Ordinances, Cable Communications, is hereby removed as follows:

~~CHAPTER 112 CABLE COMMUNICATIONS~~

~~ARTICLE I. GENERAL PROVISIONS~~

Sec. 112.001 Purpose.

- (A) ~~The Town of Huntersville finds that the development of cable television and communications systems has the potential of having great benefit and impact upon the people of Huntersville. Because of the complex and rapidly changing technology associated with cable television, the town further finds that the public convenience, safety and general welfare can best be served by establishing certain regulatory powers, which may be vested in the town or such persons as the town shall designate.~~
- (B) ~~Further, it is recognized that cable communications systems have the capacity to provide not only entertainment and information services to the town's residents but can also provide a variety of broadband, interactive communications services to institutions and individuals.~~
- (C) ~~For these purposes, the following goals underlie the regulations contained herein:~~
- ~~(1) Where economically feasible, communications services should be available to the maximum number of town residents, as provided for herein;~~
 - ~~(2) The cable television systems should be capable of accommodating both the present and reasonably foreseeable future communications needs of the town;~~
 - ~~(3) The cable television systems should be maintained as necessary during the franchise term so that the new facilities, if any, may be integrated to the maximum extent possible with existing facilities;~~
 - ~~(4) The communications systems authorized by this chapter shall be responsive to the needs and interests of the local community.~~
- (D) ~~The public, educational and governmental needs for reasonable access to the cable system shall be met.~~
- (Ord. passed 3-20-00)

Sec. 112.002 Title.

- (A) ~~This chapter shall be known and may be cited as the "Huntersville Cable Communications Regulatory Ordinance," and it shall become a part of the ordinances of the Town of Huntersville.~~
- (B) ~~This chapter shall take effect and be in force from and after the date as established herein.~~
- (C) ~~All ordinances or parts of ordinances in conflict with the provisions of this chapter are repealed.~~
- (Ord. passed 3-20-00)

Sec. 112.003 Definitions.

~~For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

Additional services means programming or services for which an additional charge is made beyond the charge for basic subscriber services, including, but not limited to movies, concerts, variety acts, sporting events, pay per view programs, interactive services and any other service utilizing any facility or equipment of a cable television system operating pursuant to a franchise granted under this chapter.

Basic cable service means any service tier which includes the retransmission of local television broadcast signals and public, educational and government access channels.

Cable Act or Communications Policy Act means the Cable Communications Policy Act of 1984, 47 USC 521 *et seq.*, and the Telecommunications Act of 1996, which amends various sections of Titles 15, 18, and 47, as they may be amended or succeeded.

Cable service means the one-way transmission to subscribers of video programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Cable television system (system) means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

- (1) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (2) A facility that serves only subscribers in one or more multiple dwelling unit dwellings under common ownership, control or management, unless such facility or facilities uses any public rights-of-way;
- (3) A facility of a common carrier which is subject, in whole or in part, to the provision of Title 11 of the Cable Act, except that such facility shall be considered a cable system other than for purposes of Section 621(c) of the Cable Act to the extent such facility is used in the transmission of video programming directly to subscribers; or
- (4) Any facilities of any electric utility used solely for operating its electric utility systems.

Channel means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

Closed-circuit or institutional service means such video, audio, data and other services provided to institutional users on an individual application basis. These may include, but are not limited to, one-way video, two-way video, audio or digital signals among institutions to residential subscribers.

Commence operation means that time and date when operation of the cable communications system is considered to have commenced, which shall be when the system is fully constructed.

Commercial subscriber means a subscriber who receives a service in a place of business where the service may be utilized in connection with a business, trade or profession.

Commission means the Town of Huntersville Board of Commissioners.

~~*Converter* means an electronic device which converts signals to a frequency receivable by a subscriber television receiver and any channel selector which permits a subscriber to view all signals at designated converter dial locations at the set or by remote control.~~

~~*Dedicated institutional access channels* means broadband communications channels dedicated to serving city, county, state or federal governmental agencies, educational institutions, health care institutions or other nonprofit and profit-making organizations that may be qualified by the Commission.~~

~~*Discrete channel* means a channel which can only be received by the person and/or institution intended to receive signals on such channel.~~

~~*Drop* means a coaxial connection from feeder cable to the subscriber/user television set, radio or other terminal.~~

~~*Educational channel or educational access channel* means any analog channel designated for noncommercial educational access programming.~~

~~*External incremental cost* means only the incremental material costs for additional fibers within common cable sheaths and includes no labor costs for construction of such common cable sheaths.~~

~~*Fair market value* means the price that a willing buyer would pay to a willing seller for a going concern.~~

~~*FCC* means the Federal Communications Commission or any legally appointed or elected successor.~~

~~*Franchise* means the nonexclusive rights, granted pursuant to this chapter, to construct, operate and maintain a cable communications system along the public ways within all or a specified area in the town. Any such authorization, in whatever form granted, shall not mean or include any license or permit required for the privilege of transacting and carrying on a business within the town, as required by other ordinances and laws of the town.~~

~~*Franchise agreement* means a contract entered into voluntarily by the town and the grantee, containing the specific provisions of the franchise granted including applicable referenced specifications, franchise proposals, applications and other related material.~~

~~*Franchise area* means the entire town, or portions thereof, for which a franchise is granted under the authority of this chapter. If not otherwise stated in the franchise agreement, the franchise area shall be the limits of the town.~~

~~*Franchise fee* means an amount, as specified by the town, of the grantee's gross receipts from the operation of the system pursuant to the franchise agreement.~~

~~*Franchisee or grantee* means the natural person(s), partnership(s), domestic and foreign corporation(s), association(s), joint venture(s) or organization(s) of any kind which has been legally granted a franchise by the town and its lawful successor, transferee or assignee.~~

~~*Government channel or government access channel* means any channel specifically designated or dedicated for government use.~~

~~*Grantor* means the Town of Huntersville as represented by the Board of Commissioners acting within the scope of its jurisdiction.~~

~~*Gross annual revenues* means all revenue received directly or indirectly by the grantee, its affiliates, subsidiaries and any person in which the grantee has a financial interest derived from the operation of the system hereunder; or as further defined in a franchise agreement.~~

~~*Incremental material cost* means only that portion of the costs incurred in the installation of facilities which exceed the construction capital cost of the cable television system and, but for the additional capacity provided upon request of the town, which would be incurred in the normal course of providing facilities of the grantee's own use and purpose.~~

~~*Installation* means the connection of the system from feeder cable to an outlet in a subscribers home.~~

~~*Leased access channel or commercial leased channel* means any channel designated or dedicated for use by persons unaffiliated with the grantee in accordance with the Cable Act.~~

~~*Monitoring* means observing a communications signal, or the absence of a signal, where the observer is not a party to the communications, whether the signal is observed by visual or electronic means, for any purpose whatsoever.~~

~~*Person* means an individual, partnership, association, organization, corporation or any lawful successor or transferee of said individual, partnership, association, organization or corporation.~~

~~*Plant mile* means a linear mile of strand bearing cable as measured on the street or easement from pole or pedestal to pedestal.~~

~~*Programmer* means any person or entity who or which produces or otherwise provides program material or information for transmission by video, audio, digital or other signals, either live or from recorded traces or other storage media, to users or subscribers by means of the cable communications system.~~

~~*Public access channel or community access channel* means any channel designated or dedicated for use by the general public or noncommercial organizations which is made available for use without charge on a nondiscriminatory basis.~~

~~*Public buildings* means buildings so designated by the town that shall not be used for commercial purposes.~~

~~*Public property* means any real property owned by the town, other than street.~~

~~*Public way or public rights-of-way* means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, waterways, utility easements or other public right-of-way hereafter located within the town which shall entitle the town and the grantee to the use thereof for the purpose of installing and maintaining a cable television system.~~

~~*Reasonable notice* means written notice addressed to either town or grantee at its respective principal office within the town or such other office as the party has designated to the other as the address to which notice shall be transmitted to it, which notice shall be certified and postmarked not less than seven days prior to that day in which the party giving such notice shall commence any action which requires the giving of notice. In computing said seven days, holidays recognized by the town shall be excluded.~~

~~*Resident* means any person residing in the town, as otherwise defined by applicable law.~~

~~*Residential subscriber* means a subscriber who receives a service in an individual dwelling unit where the service is not to be utilized in connection with a business, trade or profession.~~

~~*Sale* means any sale, exchange, barter or offer for sale.~~

~~*School* means any public, private or nonprofit educational institution, including primary and secondary schools, colleges and universities.~~

~~*Service or Cable service* means~~

~~(1) The one-way transmission to subscribers of:~~

~~(a) Video programming; or~~

~~(b) Other programming service.~~

~~(2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.~~

~~*Service area* means the entire geographic area within the franchise territory.~~

~~*Signal* means any transmission of radio frequency energy or optical information.~~

~~*State* means the State of North Carolina.~~

~~*Street* means such of the following, which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the town limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public ways and extensions and additions thereto, together with such other public property and areas that the town shall permit to be included within the definition of street from time to time.~~

~~*Subscriber* means any person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a service provided by the grantee by means of or in connection with a cable communications system.~~

~~*System facilities* means the cable communications system constructed for use within the town, without limitation, the headend, antenna, cables, wires, lines, towers, amplifiers, converters, health and property, security systems, equipment or facilities located within the corporate limits of the town, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing by coaxial cable, fiber optics, microwave or other means, audio and visual radio, television and electronic signals to and from subscribers in the town and any other equipment or facilities located within the corporate limits of the town intended for the use of the system; provided, however, such system facilities exclude buildings, contacts, facilities and equipment where primary use is for providing service to other system facilities located outside the town limits.~~

~~*Transfer* means the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, except publicly traded issue, not in control of the grantee. A rebuttable presumption that a transfer of control has occurred shall arise upon the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of five percent or more at one time of the ownership or controlling interest in the system or 20 percent cumulatively over the term of the franchise of such interests~~

to a corporation, partnership, limited partnership, trust or association or person or group of persons acting in concert.

Trunk line means the major distribution cable used in cable communications, which divides into feeder lines which are tapped for service to subscribers.

Upstream signal means a signal originating from a terminal to another point in the cable television system, including video, audio or digital signals for either programs or other uses such as security alert services and the like.

User means a person or organization utilizing channel or equipment and facilities for the purpose of production and/or transmission of material, as contrasted with receipt thereof in a subscriber capacity.

(Ord. passed 3-20-00)

Sec. 112.004 Performance bond.

(A) *Bond.* Not later than 45 days after the effective date of the franchise, the grantee shall obtain and maintain during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the town a corporate surety bond or letter of credit, in an amount specified in the franchise agreement, to guarantee the faithful performance of the grantee of all its obligations provided under this section and the franchise. Failure to timely obtain, file and maintain said bond shall constitute a substantial violation of this section.

(B) *Conditions.* The performance bond shall provide the following conditions:

(1) There shall be recovered by the town, jointly and severally from the principal and surety, any and all fines and penalties due to the town and any and all damages, losses, costs and expenses suffered or incurred by the town resulting from the failure of the grantee to faithfully comply with the provisions of this section and the franchise applicable orders, permits and directives of any town agency or body having jurisdiction over its acts or defaults; pay any claims, liens or taxes due the town which arise by reason of the construction, operation, maintenance or repair of the cable system;

(2) The total amount of the bond shall be forfeited in favor of the town in the event:

(a) The grantee abandons the cable system at any time during the term of the franchise or any extension thereto;

(b) The grantee assigns the franchise without the express written consent of the town.

(C) *Reduction of bond.* Upon written application by the grantee, the town may, at its sole option, permit the amount of the bond to be reduced or waive the requirements for a performance bond subject to the conditions set forth below. Reductions granted or denied upon application by the grantee shall be without prejudice to the grantee's subsequent applications or to the town's right to require the full bond at any time thereafter. However, no application shall be made by the grantee within 90 days of any prior application.

(D) *Use of performance bond.* Prior to drawing upon the performance bond for the purposes described in this section, the town shall notify the grantee in writing that payment is due,

and the grantee shall have ten days from the receipt of such written notice to make a full and complete payment of undisputed amounts. If the grantee does not make the payment within ten days, the town may withdraw the amount thereof from the performance bond.

- (E) ~~Notification.~~ Within three days of a withdrawal from the performance bond, the town shall send to the grantee, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.
- (F) ~~Replenishment of performance bond.~~ No later than 30 days after receipt by the grantee of certified mail notification of a withdrawal pursuant to division (E) of this section, the grantor shall replenish the performance bond in an amount equal to the amount so withdrawn. Failure to make timely replenishment of such amount to the performance bond shall constitute a substantial violation of this section.
- (G) ~~Non-renewal, alteration or cancellation of performance bond.~~ The performance bond required herein shall be in a form satisfactory to the town and shall require 30 days written notice of any non-renewal, alteration or cancellation to both the town and the grantee. The grantee shall, in the event of any such cancellation notice, obtain, pay all premium for and file with the town written evidence of the issuance of a replacement bond within 30 days following receipt by the town or the grantee of any notice of cancellation.

(Ord. passed 3-20-00)

~~Sec. 112.005 Liability and insurance.~~

- (A) ~~Insurance amounts.~~ As of the effective date of this section, the grantee shall file with the town a certificate of insurance and thereafter maintain in full force and effect at all times for the full term of the franchise, at the expense of the grantee, a comprehensive general liability insurance policy, naming the town as additional insured, written by a company authorized to do business in the State of North Carolina, protecting the town against liability for loss or bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the cable communications system by the grantee in the following minimum amounts:
 - (1) ~~One million dollars combined single limited, bodily injury and for property damage in any one occurrence;~~
 - (2) ~~One million dollars aggregate.~~
- (B) ~~Automobile liability.~~ The grantee shall also file with the town a certificate of insurance for a comprehensive automobile liability policy written by a company authorized to do business in the State of North Carolina for all owned, non-owned, hired and leased vehicles operated by the grantee, with limits no less than \$1,000,000.00 each accident, single limit, bodily injury and property damage combined, or evidence of self-insurance.
- (C) ~~Worker's compensation and employer's liability insurance.~~ The grantee shall maintain, and by its acceptance of any franchise granted hereunder specifically agrees that it will maintain throughout the term of the franchise, worker's compensation and employer's liability, valid in the state, in the minimum amount of the statutory limit for worker's compensation and \$500,000.00 for employer's liability.

~~(D) *Term and endorsements.*~~

- ~~(1) All liability insurance required in this section shall be kept in full force and effect by the grantee during the existence of the franchise and until after the removal of all poles, wires, cables, underground conduits, manholes and other conductors and fixtures installed by the grantee incidental to the maintenance and operation of this section.~~
- ~~(2) All policies shall be endorsed to give the Town of Huntersville 30 days written notice of the intent to amend, cancel or non-renew by either the grantee or the insuring company.~~

~~(E) *Liability and insurance.* The grantee agrees and binds itself to indemnify, keep and hold free and harmless the town from any and all liability or costs, including attorneys' fees and court costs pertaining thereto, arising from any activities herein authorized, in that the grantee shall pay, and by its acceptance of the franchise the grantee specifically agrees that it will pay, all damages and penalties which the town may be legally required to pay as a result of the franchise, provided that the town provides grantee timely notice of any such damages and penalties and tender promptly any cases for which it seeks indemnification. These damages or penalties shall include but shall not be limited to damages arising out of copyright infringements and all other damages arising out of installation, operation or maintenance of the cable communications system authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this section.~~

~~(F) *No limitation on liability.* None of the provisions of this chapter or any insurance policy required herein, or any damages recovered by the town hereunder, shall be construed to excuse the faithful performance by or limit the liability of grantee under this chapter or the franchise agreement for damages either to the limits of such policies or otherwise.~~

~~(Ord. passed 3-20-00)~~

Secs. 112.006—112.019 Reserved.

ARTICLE II. GRANT OF FRANCHISE

Sec. 112.020 Grant of franchise; territory.

~~(A) *Grant of franchise.*~~

- ~~(1) In the event that the town shall grant to the grantee a nonexclusive, revocable franchise, as provided herein, to construct, operate and maintain a cable communications system within the town, the franchise shall constitute both a right and an obligation to provide the services of a cable communications system, as regulated by the provisions of this chapter and the franchise agreement.~~
- ~~(2) The franchise agreement shall include by reference those provisions of the grantee's application for franchise that are finally negotiated and agreed to by the town and grantee.~~

~~(B) *Terms/conditions.* The franchise shall be granted under the terms and conditions contained herein, consistent with the other applicable statutory requirements. In the event of conflict~~

between the terms and conditions of this chapter, the franchise agreement or the terms and conditions on which the town may grant a franchise, statutory requirements shall control.

- (C) ~~Ordinance provisions.~~ Any franchise granted by the town is made subject to the applicable general ordinance provisions of the town now in effect and hereafter made effective. Nothing in the franchise shall be deemed to waive the requirements of the various codes and ordinances of the town regarding permits, fees to be paid or manner of construction.
- (D) ~~Franchise territory.~~ The franchise territory shall be the entire town, or portions thereof, for which a franchise is granted under authority of this chapter. The service area shall be the entire territory defined in the franchise agreement.

(Ord. passed 3-20-00)

Sec. 112.021 Use of public streets and ways, town and grantee facilities.

- (A) ~~Public streets and ways.~~ For the purpose of operating and maintaining a cable communications system in the town, the grantee may erect, install, construct, repair, replace, reconstruct and/or retain in, on, over, under, upon, across and along the public streets and ways within the town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary to the operation of the cable communications system; provided, however, that the grantee complies with all design, construction, safety and performance provisions contained in this chapter, the franchise agreement and other applicable regulations.
- (B) ~~Town facilities.~~ At the town's option, the town may require a grantee to utilize town-owned conduit or other facilities for any portion of its cable communications system which is being newly constructed or rebuilt. The consideration, if any, for the use of town conduit or other facilities shall be as stated in the franchise agreement. A reasonable fee, if any, for the use of town facilities established in the franchise agreement may be adjusted at the periodic performance evaluations.
- (C) ~~Grantee facilities.~~ No poles shall be erected by the grantee without prior approval of the appropriate governing authorities with regard to location, height, type and any other pertinent aspect. However, no location of any pole of the grantee shall be a vested right, and such poles shall be removed or modified by the grantee at its own expense whenever the appropriate governing authority determines that the public convenience would be enhanced thereby. The grantee shall utilize existing poles and conduits, where possible. The town shall have the right, during the life of the franchise, to install and maintain upon the poles owned by the grantee, at fair market value, any wire and pole fixtures that do not unreasonably interfere with the cable system operations of the grantee.

(Ord. passed 3-20-00)

Sec. 112.022 Franchise required; term, acceptance.

- (A) ~~Required.~~ No cable communications system shall be allowed to occupy or use the streets of the town or be allowed to operate without a franchise.

~~(B) *Term.* The term of any franchise granted pursuant to this chapter shall be ten years, unless otherwise stated in the franchise agreement.~~

~~(C) *Acceptance.*~~

~~(1) Following approval by the town, any franchise granted pursuant to this chapter and the rights, privileges and authority granted thereunder shall take effect and be in force from and after the date on which the grantee accepts, signs and affixes its corporate seal to the franchise agreement.~~

~~(2) By accepting the franchise, the grantee agrees to be bound by all the terms and conditions contained in this chapter and said franchise. The grantee also agrees to provide all services specifically set forth in its application to provide cable television service within the confines of the town, and by its acceptance of the franchise, the grantee specifically acknowledges and agrees that its application is thereby attached and incorporated by reference and made a part of the franchise.~~

~~(3) By accepting the franchise, the grantee acknowledges that it does so relying upon its own investigation and understanding of the town in connection with the system and the franchise.~~

~~(4) By accepting the franchise, the grantee acknowledges that it has not been induced to enter into the franchise by any understanding or promise or other statement not expressed therein, whether oral or written, concerning any term or condition of the franchise, regardless of whether such statement was made by or on behalf of the town.~~

~~(5) By accepting the franchise, the grantee acknowledges that it has carefully read the terms and conditions of the franchise agreement.~~

~~(D) *Nonexclusive.* Any franchise granted hereunder shall be nonexclusive. The town specifically reserves the right to grant at any time such additional franchises containing substantially equivalent standards, terms and conditions to those previously granted hereunder for a cable communications system as it deems appropriate.~~

~~(E) *Time of the essence.* Whenever the franchise agreement shall set forth any time for an act to be performed by or on behalf of either party, such time shall be deemed of the essence, and any failure of the party to perform within the time allotted shall always be sufficient ground for the other party to invoke an appropriate penalty.~~

~~(F) *North Carolina law governs.* In any controversy or dispute under this chapter, the law of the State of North Carolina shall apply to the extent such law has not been superseded or preempted.~~

~~(G) *Severability.* If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or by any federal, state, county or local statute or regulation, such portion shall be deemed a separate, distinct and independent provision and shall be excised as such; and such holding shall not affect the validity of the remaining portions hereof.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.023 Transfer of ownership or control.

- (A) ~~Transfer/sale/lease/assignment.~~ Any franchise granted hereunder cannot in any event be sold, transferred, leased, assigned or disposed of, including but not limited to by force or voluntary sale, receivership or other means, without the prior consent of the town and then under such reasonable conditions as the town may establish.
- (B) ~~Notice.~~ The grantee shall promptly notify the town of any actual or proposed change in, transfer of or acquisition by any other party of control of the grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of five percent or more at one time of the ownership or controlling interest in the system or 20 percent cumulatively over the term of the franchise of such interests to a corporation, partnership, limited partnership, trust or association or person or group of persons acting in concert.
- (C) ~~Franchise subject to cancellation.~~ Every change, transfer or acquisition of control, as defined in division (B) of this section, of the grantee shall make the franchise subject to cancellation unless and until the town shall have consented thereto, which consent will not be unreasonably withheld.
- (1) ~~For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the town may inquire into the legal, financial, character, technical and other public interest qualifications of the prospective controlling party, and the grantee shall assist the town in any such inquiry.~~
- (2) ~~Failure to provide all information reasonably requested by the town as part of said inquiry shall be grounds for denial of the proposed change, transfer or acquisition of control.~~
- (D) ~~Pledge of franchise.~~ The town agrees that any financial institution having a pledge of the franchise or its assets for the advancement of money for the construction and/or operation of the franchise shall have the right to notify the town that it, or its designees satisfactory to the town, will take control and operate the cable television system.
- (1) ~~Further, said financial institution shall also submit a plan for such operation that will ensure continued service and compliance with all franchise obligations during the term the financial institution exercises control over the system.~~
- (2) ~~The financial institution shall not exercise control over the system for a period exceeding one year, unless extended by the town at its discretion, and during said period of time it shall have the right to petition for transfer of the franchise to another grantee.~~
- (3) ~~If the town finds that such transfer, after considering the legal, financial, character, technical and other public interest qualifications of the applicant, is satisfactory, the town will transfer and assign the rights and obligations of such franchise as are in the public interest.~~
- (4) ~~The consent of the town to such transfer shall not be unreasonably withheld.~~

- (E) ~~*Town consent.* The consent or approval of the town to any transfer of the grantee shall not constitute a waiver or release of the rights of the town or other governmental entity in and to the streets, and any transfer shall, by its terms, be expressly subordinate to the terms and conditions of this chapter and the franchise agreement.~~
- (F) ~~*Non-approval.* In the absence of extraordinary circumstances, the town will not approve any transfer or assignment of the franchise prior to completion or rebuild of construction of the proposed system.~~
- (G) ~~*Controlling party signatory.* Any approval by the town of transfer of ownership or control or rebuilds of the cable system shall be contingent upon the prospective controlling party becoming a signatory to the transfer amendment with the town.~~
- (H) ~~*Town rights reserved.* The town reserves the right of first purchase in any sale, transfer, lease, assignment or disposal of the system at a cost at least equal to a bona fide offer otherwise acceptable to the grantee.~~
- (Ord. passed 3-20-00)

Sec. 112.024 Franchise renewal; police powers.

- (A) ~~*Renewal.* Upon completion of the term of any franchise granted under this chapter, the town may grant or deny renewal of the franchise of the grantee in accordance with the provisions of the Cable Act.~~
- (B) ~~*Police powers.*~~
- (1) ~~In accepting the franchise, the grantee acknowledges that its rights hereunder are subject to the police powers of the town to adopt and enforce reasonable general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws and ordinances enacted by the town pursuant to such power.~~
- (2) ~~Any conflict between the provisions of this chapter or the franchise and any other present or future lawful exercise of the town's police powers shall be resolved in favor of the latter, except that any such exercise that is not of general application in the jurisdiction, or applies exclusively to the grantee or cable communications systems, which contains provisions inconsistent with this chapter shall prevail only if, upon such exercise, the town finds an emergency exists constituting a danger to health, safety, property or general welfare and such exercise is mandated by law.~~

(Ord. passed 3-20-00)

Sec. 112.025 Franchise fees.

- (A) ~~*Fee amount.* A grantee of any franchise hereunder shall pay to the town an annual fee in an amount as designated in the franchise agreement.~~
- (1) ~~The quarterly franchise payment shall commence as of the effective date of the franchise.~~

- (2) ~~The town shall be furnished a statement of said payment by a certified public accountant, reflecting the total amounts of annual gross revenues and the above charges and computations for the period covered by the payment.~~
- (B) ~~Payment additional.~~ This payment shall be in addition to any other tax or payment owed to the town or other taxing jurisdiction by the grantee.
- (C) ~~Acceptance not release.~~ No acceptance of any payment by the town shall be construed as a release or as an accord and satisfaction of any claim the town may have for further or additional sums payable as a franchise fee under this chapter.
- (D) ~~Interest.~~ In the event that any undisputed franchise payment is not made on or before the dates specified herein, the grantee shall pay an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate in effect upon the due date.
- (E) ~~Payable quarterly.~~ The franchise fee and any other cost or damages assessed shall be payable quarterly to the town and submitted to the Town Finance Officer or other designee. Payment date is the last day of the month following the month in which payment is due.
- (F) ~~Audited financials.~~ Grantee agrees to provide to the town an independently audited annual financial statement, including a balance sheet and income statement which details all gross revenues, in addition to a copy of the annual audit report of the grantee's parent company.
- (G) ~~Right to inspect.~~ The town shall have the right upon reasonable notice to inspect the grantee's income records and to re-compute any amounts determined to be payable under this chapter. Any undisputed additional amount due to the town as a result of the audit shall be paid within 90 days following written notice to the grantee by the town, which notice shall include a copy of the audit report.
- (Ord. passed 3-20-00)

Sec. 112.026 Forfeiture or revocation.

- (A) ~~Revocation.~~ The Commission reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated with the franchise in the following circumstances, each of which shall represent a default and breach under this chapter or the franchise agreement:
- (1) ~~If the grantee shall default in the performance of any of the material obligations under this chapter or under such documents, contracts and other terms and provisions entered into by and between the town and the grantee;~~
 - (2) ~~If the grantee shall fail to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond as required herein pursuant to the franchise agreement;~~
 - (3) ~~If the grantee's construction schedule is delayed later than the schedule contained in the franchise agreement, if any, or beyond any extended date set by the Board of Commissioners;~~
 - (4) ~~If the grantee becomes insolvent or unable to pay its debts or is adjudged bankrupt;~~

- (5) ~~If the grantee fails to restore service after 96 consecutive hours of interrupted system-wide service, except when such service interruption is caused by forces beyond the grantee's control (including but not limited to actions of subscribers) or when approval of such interruption is obtained from the Town Manager or his or her designee;~~
- (6) ~~If there has been material misrepresentation of fact in the application for or negotiation of the franchise or any extension or renewal thereof.~~
- (B) ~~*Force majeure.* The grantee shall be not liable for any failure or delay in the performance of its obligations pursuant to this chapter and the franchise and such failure or delay shall not be deemed a default of this chapter and the franchise or grounds for termination hereunder if any of the following conditions are satisfied:~~
 - (1) ~~If such failure or delay:~~
 - (a) ~~Could not have been prevented by reasonable precaution; and~~
 - (b) ~~Cannot reasonably be circumvented by the grantee through the use of alternate sources, work-around plans or other means; or~~
 - (2) ~~If and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.~~
- (C) ~~*Force majeure event.* Upon the occurrence of an event which satisfies any of the conditions set forth above (a force majeure event) the grantee shall be excused from any further performance of those of its obligations pursuant to this chapter and the franchise affected by the force majeure event for as long as:~~
 - (1) ~~Such force majeure event continues; and~~
 - (2) ~~The grantee continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.~~
- (D) ~~*Notice.* Upon the occurrence of a force majeure event, the grantee shall immediately notify the town by telephone, to be confirmed by written notice, of the occurrence of a force majeure event and shall describe in reasonable detail the nature of the force majeure event.~~
- (E) ~~*Procedure prior to revocation.*~~
 - (1) ~~The town shall make written demand that the grantee comply with any such requirement, limitation, term, condition, rule or regulation or correct any action deemed cause for revocation.~~
 - (a) ~~If the failure, refusal or neglect of the grantee continues for a period of 30 days following such written demand, the town shall place its request for revocation of the franchise upon a regular Commission meeting agenda.~~
 - (b) ~~The town shall cause to be served upon the grantee, at least seven days prior to the date of such Commission meeting, a written notice of this intent to request such revocation, and the time and place of the meeting, notice of which shall be published by the Town Clerk at least twice, seven and 14 days respectively, before such meeting, in a newspaper of general circulation within the town.~~

- ~~(2) The Commission shall hear any persons interested therein, including the grantee, and shall determine in its discretion whether or not any failure, refusal or neglect by the grantee was with just cause.~~
 - ~~(3) If such failure, refusal or neglect by the grantee was with just cause, as defined by the town, the Commission shall direct the grantee to comply within such time and manner and upon such terms and conditions as are reasonable.~~
 - ~~(4) If the Commission shall determine such failure, refusal or neglect by the grantee was without just cause, then the Council shall, by resolution, declare that the franchise of the grantee shall be revoked and bond shall be forfeited, unless there is compliance by the grantee within 90 days.~~
 - ~~(F) *Termination.* In the event a franchise is revoked or otherwise terminated, the town may, in its sole discretion, do any of the following:~~
 - ~~(1) Purchase the system under the procedures set forth in this chapter;~~
 - ~~(2) Effect a transfer of ownership of the system to another party for good and sufficient considerations, which shall be an amount at least equal to the fair market value of the system under the original grantee's operation, in accordance with the Cable Act;~~
 - ~~(3) Order the removal of all system facilities from the town within a reasonable period of time.~~
 - ~~(G) *Facilities removal.* In removing its system facilities, the grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good a condition, normal wear and tear excepted, as was prevailing prior to the grantee's removal of system facilities.~~
 - ~~(1) The town shall inspect and approve the condition of the public ways and public places and cables, wires, attachments and poles after removal.~~
 - ~~(2) The liability, indemnity, insurance and performance bond as provided herein shall continue in full force and effect during the period of removal and until full compliance by the grantee with the terms and conditions of this paragraph, this chapter and the franchise agreement is reached.~~
 - ~~(H) *Performance failure.*~~
 - ~~(1) In the event of a failure by the grantee to complete any work required by this subchapter or Sections 112.060 *et seq.* of any other work required by town law or ordinance, and upon reasonable notice to the grantee, the town may cause such work to be done and grantee shall reimburse the town the reasonable costs thereof within 30 days after verification of an itemized list of such costs.~~
 - ~~(2) The town shall be permitted to seek legal and equitable relief to enforce the provisions of this section.~~
- ~~(Ord. passed 3-20-00)~~

Sec. 112.027 Receivership and foreclosure.

- (A) ~~Receivership.~~ The franchise shall, at the option of the town, cease and terminate 120 days after the appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said 120 days, or unless:
- (1) ~~Such receivers or trustees shall have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this chapter and the franchise granted pursuant hereto, and the receivers or trustees, within said 120 days, shall have remedied all defaults under the franchise agreement; and~~
 - (2) ~~Such receivers or trustees shall, within said 120 days, execute an agreement, duly approved by the court having jurisdiction of the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provisions and limitation of this chapter and the franchise agreement.~~
- (B) ~~Foreclosure.~~ In the case of a foreclosure or other judicial sale of the plant, property and equipment of the grantee or any part thereof, including or excluding the franchise, the town may serve notice of termination upon the grantee and the successful bidder at such sale, in which event the franchise and all rights and privileges of the grantee granted hereunder shall cease and terminate 30 days after service of such notice unless:
- (1) ~~The town shall have approved the transfer of the franchise in the manner this chapter provides; and~~
 - (2) ~~Such successful bidder shall have covenanted and agreed with the town to assume and be bound by all the terms and conditions of the franchise.~~
- (Ord. passed 3-20-00)

Sec. 112.028 Equal opportunity.

The grantee shall be an equal opportunity/affirmative action employer, adhering to all federal, state, county or municipal laws and regulations related thereto.

- (A) ~~Maintenance.~~ The grantee shall establish and maintain equal opportunity in employment, and no person shall be discriminated against in employment by the grantee because of race, religion, color, sex, national origin, age or physical disability.
- (B) ~~Implementation.~~ Implementation, administration and review of all Equal Employment Opportunity (EEO) and affirmative action policies and programs shall be the direct responsibility of the chief executive officer of the cable communications system. All officers, executives, managers and administrative and supervisory personnel of the grantee shall be directed to participate in the grantee's affirmative action efforts.
- (C) ~~Affirmative action plan.~~ Any significant subcontractor of the Grantee or a parent, subsidiary or affiliate of the Grantee which does not already have an affirmative action

~~plan which would cover its activities in the Town of Huntersville shall submit to the town a plan for its operations on behalf of the grantee, consistent with the spirit of this section.~~

- ~~(D) *Records.* The grantee shall prepare and maintain records of promotions, demotions, terminations and transfers.~~
- ~~(E) *Federal law compliance.* The grantee shall assure that it constructs all facilities so that they are in compliance with applicable federal law pertaining to service to the disabled.~~
- ~~(F) *M/WBD enterprises.* The grantee shall make a good faith effort to utilize minority/women business enterprises in construction and purchase contracts.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.029 Local office; enforcement; waiver of provisions.

- ~~(A) *Local office.* The grantee shall maintain, within 30 miles of the corporate limits of the town, an office and local telephone number for the conduct of business related to the franchise during normal business hours. The grantee shall be required to advise the town of such address and telephone numbers and any changes thereof.~~
- ~~(B) *Failure of town to enforce the franchise is no waiver of the terms thereof.* The grantee shall not be excused from complying with any of the terms and conditions of this chapter or the granted franchise by any failure of the town upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.030 Rights reserved to the grantor.

~~(A) *Right to purchase.*~~

- ~~(1) In the event the town revokes the franchise pursuant to provisions of this chapter, or at the normal expiration of the franchise term, the town shall have the right, directly or as an intermediary, to purchase the cable communications system. The purchase price shall be based upon the value of the system determined pursuant to this section. In no event shall the town, when acting as an intermediary or effecting the transfer or ownership of the system to another person, be paid any consideration by any party for such activities.~~
- ~~(2) The date of valuation shall be no earlier than the day following the date of expiration or revocation and no later than the date the town makes an appropriate offer for the system.~~
- ~~(3) The value of the cable system shall be determined by a qualified appraiser appointed by the town and in accordance with the Cable Act. The appraiser shall determine the worth of the assets as follows:
 - ~~(a) If a franchise held by the grantee is revoked for cause and the town acquires ownership of the system or effects a transfer of ownership of the system to another person, any such acquisition shall be at an equitable price; or~~~~

- ~~(b) If a renewal of a franchise held by the grantee is denied and the town acquires ownership of the system or effects a transfer of ownership of the system to another person, any such acquisition or transfer shall be at fair market value.~~
- ~~(4) Upon receipt of reasonable notice of the town's intent to purchase the system at the value established above, the grantee shall have 30 days within which to accept that valuation as the purchase price of the system. In the event that purchase price is not acceptable, the parties shall have 120 days in which to negotiate an acceptable purchase price.~~
- ~~(5) Upon exercise of this option and the payment of the agreed upon sum by the town and its service of reasonable notice of such action upon the grantee, the grantee shall immediately transfer to the town possession and title to all facilities and property, real and personal, of the cable communications system, free from any and all liens and encumbrances not agreed to be assumed by the town in lieu of some portion of the purchase price set forth above; and the grantee shall execute such warranty, deeds or other instruments of conveyance to the town as shall be necessary for this purpose.~~
- ~~(6) In the event the town and the grantee are unable to agree upon the value of the cable communications system within the time limits set forth above, either party may require by reasonable notice to the other that the value of the cable communications system be submitted to arbitration in the following manner:
 - ~~(a) The town and the grantee shall each, within 15 days after such notice, select an arbitrator who shall be a disinterested person with reasonable knowledge and experience relative to the subject to be arbitrated. The two arbitrators thus selected shall immediately thereafter select a third arbitrator who shall likewise be a disinterested person having reasonable knowledge and experience relative to the subject to be arbitrated;~~
 - ~~(b) Within 30 days after appointment of all arbitrators and upon ten days written notice to the parties, the panel of arbitrators shall commence a hearing on the issue of valuation and shall receive all relevant information from the parties. The value of the system as determined by the arbitration panel shall be in accordance with this section;~~
 - ~~(c) The hearing shall be recorded and may be transcribed at the request of either party. All hearing proceedings, debate and deliberations shall be open to the public and at such times and places as contained in the notice or as thereafter publicly stated, except that, at the request of either of the parties, debate and deliberations may be held in closed session;~~
 - ~~(d) Within 30 days after the close of the hearing, the panel of arbitrators shall prepare findings and a decision agreed upon by a majority of the panel, which shall be filed with the town and served by mail immediately upon the grantee. Should there be no majority decision, the proceedings shall be started anew, unless the parties extend by mutual agreement the time in which the panel of arbitrators may make a decision.~~
 - ~~(e) Either party may seek judicial relief in the following circumstances:
 - 1. — A party fails to select an arbitrator;~~~~

- 2.—The arbitrators fail to select a third arbitrator;
 - 3.—One or more arbitrators is unqualified in either party's opinion;
 - 4.—Designated time limits have been exceeded;
 - 5.—The decision was procured by corruption, fraud or undue means;
 - 6.—There was evident partiality on the part of the independent arbitrator who represents neither the grantee nor the town;
 - 7.—The arbitration panel exceeded the authority granted hereunder;
 - 8.—Based upon the record, the panel abused its discretion.
- (f) ~~In the event a court of competent jurisdiction determines that judicial relief is appropriate to the circumstances set forth above, the court in its discretion may order the arbitration procedure repeated and issue findings, orders and directions.~~
- (g) ~~The expenses of the arbitrators selected by each party shall be borne by that party, and the expenses of the third arbitrator and those expenses incurred by the panel as a whole shall be borne equally by the parties.~~
- (h) ~~Upon receipt of the decision of the arbitration panel, the town shall have 30 days in which to notify the grantee of its intent to exercise its option to purchase the system. The purchase price shall be the value of the system as determined by the arbitration panel in accordance with this section.~~
- (7) ~~At any time prior to the actual transfer to the town of possession and title of the system hereunder, the grantee may operate the system, using its good faith judgment in all matters, and be compensated therefor in an amount appropriate to be paid to an independent party providing the same management services. Revenues collected by the grantee during such a period shall be considered revenues of the town or other person to whom the town intends to transfer ownership.~~
- (B) *Right to inspect.* ~~The town shall have the right, at its expense, to inspect all construction or installation work performed subject to the provisions of the franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this chapter, the franchise agreement and other pertinent provisions of the law.~~
- (C) *Right to intervene.* ~~The town shall have the right of intervention in any suit of proceeding to which the grantee is party.~~
- (Ord. passed 3-20-00)

Secs. 112.031—112.044 Reserved.

ARTICLE III. REGULATION OF FRANCHISE

Sec. 112.045 Regulatory authority.

- (A) *Regulation.* ~~The town may exercise appropriate regulatory authority under the provisions of this subchapter and applicable law. This authority shall be vested in the Commission and~~

administration through the Town Manager or his or her designee in order to provide day-to-day administration of this subchapter and any franchise granted hereunder.

- (B) *Legal compliance.* Notwithstanding any other provisions of this subchapter to the contrary, the grantee shall at all times comply with all applicable laws and regulations of the local, state and federal government. In the event that any actions of the state or federal government or any agency thereof, or any court of competent jurisdiction upon final adjudication, substantially reduce in any way the power or authority of the town under this subchapter or the franchise; or if in compliance with any local, state or federal law or regulation, the grantee finds conflict with the terms of this subchapter, the franchise, or any law or regulation of the town, then as soon as possible following knowledge thereof, the grantee shall notify the town of the point of conflict believed to exist between such law or regulation and the laws or regulations of the town, this subchapter and the franchise. The town shall have the right to modify any provisions of this subchapter to such reasonable extent as may be necessary to carry out the intent and purpose of this subchapter.
- (C) *Plenary authority.* The town reserves the right to exercise the maximum plenary authority, as may at any time be lawfully permissible, to regulate the cable communications system, the franchise and the grantee. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the town, the town may, without the approval of the grantee, legislate any such additional regulation as may then be permissible, whether or not contemplated by this subchapter.

(Ord. passed 3-20-00)

Sec. 112.046 Regulation responsibilities and functions.

- (A) *Responsibilities.* The town shall have the following regulatory responsibilities:
- (1) Administration and enforcement of the provisions of this subchapter and any franchise granted hereunder;
 - (2) Award renewal, extension or termination of a franchise pursuant to the provisions of this subchapter, the franchise and other applicable law;
 - (3) Consent prior to sale or transfer of any franchise granted hereunder;
 - (4) Performance evaluations pursuant to this subchapter and the franchise.
- (B) *Functions.* The town also reserves the right to perform the following functions:
- (1) Develop objectives and coordinate activities related to the operation of government channels;
 - (2) Provide technical, programming and operational support to public agency users such as town departments, schools and health care institutions;
 - (3) Coordinate plans for interconnection of cable services;
 - (4) Analyze the possibility of integrating cable communications with other town, state or regional telecommunications networks;

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- ~~(5) Formulate and recommend long-range telecommunications policy for the town and provide for the determination of future cable-related needs and interests of the community;~~
 - ~~(6) Provide the administration effort necessary for the conduct of performance evaluations pursuant to this subchapter and the franchise and any other activities required for the administration of the franchise;~~
 - ~~(7) Monitor the grantee's process for handling citizen complaints and periodically inspect and analyze the records related to such complaints;~~
 - ~~(8) Monitor the grantee's adherence to operational procedures and line-extension policies;~~
 - ~~(9) Assure compliance with applicable laws and ordinances;~~
 - ~~(10) Arrange tests and analyses of equipment and performance, pursuant to this subchapter and franchise, to ensure compliance with this subchapter and the franchise;~~
 - ~~(11) Provide for reasonable continuity in service;~~
 - ~~(12) Receive for examination all data and reports required by this subchapter.~~
- ~~(Ord. passed 3-20-00)~~

Sec. 112.047 Rates and charges.

- ~~(A) *Rate regulation.* The town may regulate basic cable service tier rates and related equipment, installation and service charges of any cable television system operating in the Town of Huntersville pursuant to existing federal law and FCC regulations, notwithstanding any different or inconsistent provisions in the franchise.~~
- ~~(B) *Views considered.* In connection with such rate regulation, the town shall ensure a reasonable opportunity for consideration of the views of interested parties.~~
- ~~(C) *FCC forms.* The Town Manager, or his or her designee, is authorized to execute on behalf of the town and file with the FCC such certification forms or other instruments as may be required by federal law or FCC regulations in order to enable the town to regulate rates and charges.~~
- ~~(D) *Rate/schedules.* The grantee shall file with the town schedules which shall describe all services offered, all rates and charges of any kind and all terms and conditions relating thereto.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.048 Performance evaluation.

- ~~(A) *Performance evaluations.* The town and the grantee shall, at the discretion of the town, hold scheduled performance evaluation sessions every third year during the term of the franchise.~~
- ~~(B) *Special evaluations.* Special evaluation sessions may be held at any time during the term of the franchise at the request of the town.~~

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- (C) ~~*Public notice.*~~ All evaluation sessions shall be open to the public and announced in a newspaper of general circulation in accordance with the public notice provisions of this chapter. The grantee shall notify subscribers of all such evaluation sessions by announcement on the designated local origination channel on the system at such various times and frequencies so as to ensure comprehension between the hours of 11 a.m. and 9 p.m. for five consecutive days preceding each session.
- (D) ~~*Topics.*~~ Topics which may be discussed at any scheduled or special evaluation session may include, but not be limited to, system performance, grantee compliance with this subchapter and the franchise, customer service and complaint response, subscriber privacy, franchise fees, penalties, applications of new technologies, judicial and FCC filings and line extensions.
- (E) ~~*Grantee cooperation.*~~ During the review and evaluation by the town, the grantee shall cooperate with the town and shall provide such information and documents as the town may need to reasonably perform its review.
- (Ord. passed 3-20-00)

Sec. 112.049 Schedule of liquidated damages.

- (A) ~~*Willful violation.*~~ For the willful violation of any of the following provisions of this subchapter, the town shall notify the grantee in writing of the violation, and the grantee shall be allowed 30 days, or such greater amount of time as the town may specify to correct such violation.
- (B) ~~*Chargeable to bond.*~~ Such undisputed liquidated damages shall be chargeable, to the extent available, to the security fund and performance bond if not tendered by the grantee within the aforesaid period of time.
- (C) ~~*Hearing.*~~ The grantee may request a hearing before the Commission in writing within seven business days of receiving notice of violation from the town. The time frame specified in the notice for correction of the violation shall be tolled from the date of receipt of a request from the grantee for a hearing until the day after the hearing.
- (D) ~~*Damages, penalties.*~~ These liquidated damages shall be in addition to and not a limitation upon the other penal provisions of this subchapter, including penalties or revocation, or other statutorily or judicially imposed penalties.
- (1) ~~No decision by the town to invoke any remedy under this subchapter, the franchise agreement or any statute, law or ordinance shall preclude the availability of any other such remedy.~~

Issue

Liquidated Damages

Failure to render payment of the reimbursement of the town's franchise expenses, franchise fee or penalty payments:

\$500.00 per day from time due until paid.

Failure to file reports:

\$100.00 per day from time due until report(s) are filed.

Failure to complete system construction:	\$1,000.00 per day from time due until construction is complete.
Failure to comply with material provisions of this chapter or the franchise agreement	\$200.00 per day until grantee is in compliance with the provision(s).
Failure to provide access funds, equipment, facilities or services	\$500.00 per day from time due until paid or provided.

- (2) ~~The town retains the right at its sole option to reduce or waive any of the above-listed penalties where extenuating circumstances or conditions beyond the control of the grantee are deemed to exist. The Town Manager or his or her designee shall determine the town's willingness to reduce or waive any of the above-listed penalties.~~

(Ord. passed 3-20-00)

Secs. 112.050—112.059 Reserved.

ARTICLE IV. DESIGN AND CONSTRUCTION

Sec. 112.060 Authority to construct.

(A) ~~Authorization to commence new construction and application procedures.~~ Within 30 days of the acceptance by the grantee of a franchise, the grantee shall register the system with the FCC and apply for contracts for use of poles.

- (1) ~~Within 30 days after completion of the make-ready survey identifying the routes of the system facilities, the grantee shall apply for all additional licenses from the state, town or other necessary parties, such as the railroads, for crossing under or over their property.~~

- (2) ~~In any event, all necessary applications for permits, licenses, certificates and authorizations shall be applied for in a timely fashion so that such filing and processing shall not interfere with or cause delay with the construction schedule as outlined in the franchise.~~

- (3) ~~Failure to make such timely application and timely filing shall constitute a substantial violation of this subchapter.~~

(B) ~~Power to contract.~~ Upon grant of the franchise and in order to construct, operate and maintain a cable system in the town, the grantee may enter into contracts with any public utility companies or any other owner or lessee of any poles or underground areas located within or without the town, obtain right-of-way permits from appropriate city, county, state or federal officials necessary to cross or otherwise use highways or roads under their respective jurisdiction; obtain permission from the Federal Aviation Administration to erect and maintain antennas; and obtain whatever other permits a city, county, state or federal agency may require.

(Ord. passed 3-20-00)

Sec. 112.061 Construction and technical standards.

~~(A) Compliance with construction and technical standards.~~

- ~~(1) The grantee shall construct, reconstruct, install, operate and maintain its system in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements and FCC technical standards, which standards are incorporated by reference herein.~~
- ~~(2) The system shall be designed, constructed, operated and maintained for 24 hours-a-day continuous operation.~~

~~(B) State of the art. The grantee shall construct, install, operate and maintain its system in accordance with, but not limited to, the following:~~

- ~~(1) The system will be designed to permit a minimum of 750 MHZ operation;~~
- ~~(2) Where economically feasible, the system will utilize home terminals which will make the system adaptable for the development of future services;~~
- ~~(3) The grantee shall maintain its system facilities in a manner which will continue to enable to add new services and associated equipment as they are developed, available and proved economically feasible and marketable to subscribers.~~

~~(C) Facility installation/construction. Prior to the erection or installation by the grantee of any towers, poles or fixtures of five feet by five feet by four feet or larger for use in connection with the installation, construction, maintenance or operation of the cable communications system under this subchapter, the grantee shall first submit to the town and other appropriate parties for approval a concise description of the facilities proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities. If required for town approval, pursuant to this chapter, grantee shall also provide such description and drawings for underground construction.~~

~~(D) Contractor qualifications. Any contractor proposed for work of construction, reconstruction, installation, operation, maintenance and repair of system equipment must be properly licensed under the laws of the state and all local ordinances.~~

~~(E) Map accuracy. The town does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures. In public rights-of-way, where necessary, the location shall be verified by excavation.~~

~~(F) Work performance. Construction, reconstruction, installation, operation and maintenance of the cable communications system shall be performed in an orderly and workmanlike manner in accordance with then-current technological standards.~~

- ~~(1) All cables and wires shall be installed, where possible, parallel with electric and telephone lines.~~
- ~~(2) Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.~~

~~(G) Compliance by grantee. Grantee shall at all times comply with:~~

- (1) ~~Occupational Safety and Health Administration (OSHA) regulations;~~
 - (2) ~~National Electric Code;~~
 - (3) ~~National Electrical Safety Code (NESC);~~
 - (4) ~~AT&T Manual of Construction Procedures (Blue Book);~~
 - (5) ~~Bell Telephone Systems Code of Pole Line Construction;~~
 - (6) ~~All federal, state, town and municipal construction requirements, including FCC rules and regulations, utility construction and requirements;~~
 - (7) ~~All building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.~~
- (H) ~~*Antennas.* Any antenna structure used in the cable communications system shall comply with construction, marking and lighting of antenna structure standards as required by federal and state laws or regulations.~~
- (I) ~~*Work facilities, conditions and procedures.* All worker facilities, conditions and procedures that are used during construction, installation, operation and maintenance of the cable system shall comply with the standards of the Occupational Safety and Health Administration.~~
- (J) ~~*RF leakage.* RF leakage shall be checked at reception location for emergency radio services to prove measurable interference signal combinations are possible.~~
- (1) ~~Stray radiation shall be measured adjacent to any proposed aeronautical navigation radio sites to prove no measurable interference to airborne navigational reception in the normal flight pattern.~~
 - (2) ~~FCC rules and regulations shall govern.~~
 - (3) ~~The system shall cause no measurable interference in television signal reception to any operating receiver not connected to and serviced by the system.~~
- (K) ~~*Standby power.* The grantee shall maintain equipment capable of providing standby power for a minimum of four hours for the headend and all fiber optic nodes.~~
- (L) ~~*Health/safety.* If, at any time, it is reasonably determined by the town or any other agency or authority of competent jurisdiction that any part of the system, including without limitation, any means used to distribute signals over or within the system, is harmful to the health or safety of any person, then the grantee shall, at its own cost and expense, promptly correct all such conditions.~~
- (M) ~~*Town not liable.* Except for acts of willful misconduct or gross negligence, neither the town nor its officers, employees, agents, attorneys, consultants or independent contractors shall have any liability to the grantee or any affiliated person for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration or relocation of any part of the system by or on behalf of the grantee or town in connection with any emergency, public work, public improvement, alteration or any municipal structure, any change in the grade or line of any street or the elimination, discontinuation and closing of any street.~~

(Ord. passed 3-20-00)

~~Sec. 112.062 System construction schedule.~~

~~(A) *Service availability.* The grantee must make cable television service available to every dwelling unit within the franchise service area in accordance with the terms of the franchise agreement and this subchapter.~~

~~(B) *Dedicated access.*~~

~~(1) It is the intent of the town that dedicated access channels shall be constructed concurrently with any franchised cable communications system to take advantage of the cost reduction inherent in concurrent construction.~~

~~(2) The requirements for dedicated institutional access channels shall be stated in the franchise agreement.~~

~~(Ord. passed 3-20-00)~~

~~Sec. 112.063 Extension of service.~~

~~(A) *Density.* The grantee shall provide service to any new residential dwelling units or commercial subscribers within the initial service area and any additional areas annexed to the town where there are at least 18 potential subscribers or residential dwelling units per proposed cable plant mile for residentially zoned areas and at least 50 subscribers per proposed cable plant mile for commercially zoned areas, except where served by another cable company.~~

~~(B) *Lack of density.* In other areas with less than 18 residential dwelling units or 50 commercial subscribers per proposed cable plant mile, the grantee shall offer a cost-sharing arrangement with residents. The cost-sharing arrangement shall consist of the following:~~

~~(1) On the request of one or more potential subscribers desiring service, the grantee shall prepare, at its cost, an engineering survey and cost analysis to determine the cost of plant extension required to provide service to each subscriber from the closest point where available quality signals exist;~~

~~(2) The cost of construction shall be allocated based on the following formula: if a request for extension of service into a residential area requires the construction of cable plant which does not pass at least 18 potential subscribers per strand or trench mile, the grantee and subscribers will each bear their proportionate share of construction costs. For example, if there are nine subscribers per strand mile or trench mile, the grantee's share will equal 9/18 or one-half of construction cost. The remaining cost will be shared equally by each subscriber;~~

~~(3) The average cost of line extension shall be recalculated annually and based upon then-current costs for labor and materials.~~

~~(C) *New construction.* In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give the grantee reasonable notice of such construction or development and of the particular date on which open trenching will be available for the grantee's installation of conduit, pedestals and/or vaults and laterals to be provided at the grantee's expense.~~

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- ~~(1) The grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner.~~
 - ~~(2) Except for the notice of the particular date on which trenching will be available to the grantee, any notice provided to the grantee by the town of a preliminary plant request shall satisfy the requirement of reasonable notice if sent to the local general manager or system engineer of the grantee prior to approval of the preliminary plant request.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.064 Use of streets.

- ~~(A) *Underground installations.* All installations shall be underground in those areas of the town where public utilities providing telephone and electric service are underground at the time of installation.~~
 - ~~(1) In areas where either telephone or electric utility facilities are above ground at the time of installation, the grantee may install its service above ground, provided that, at such time as those facilities are required to be placed underground by the town or are placed underground, the grantee shall likewise place its services underground without additional cost to the town or to the individual subscriber so served.~~
 - ~~(2) Where not otherwise required to be placed underground by this subchapter or the franchise agreement, the grantee's system shall be located underground at the request of the adjacent property owner, provided that the excess cost over the aerial location shall be borne by the property owner making the request.~~
 - ~~(3) All new cable passing under the roadway shall be installed in conduit or PVC sheathing no less than 18 inches from the top of the conduit to the surface of the ground.~~
- ~~(B) *Interference with persons, improvements, public and private property and utilities.* The grantee's system and facilities, including poles, lines, equipment and all appurtenances, shall be located, erected and maintained so that such facilities shall:~~
 - ~~(1) Not endanger or interfere with the health, safety or lives of persons;~~
 - ~~(2) Not interfere with any improvements the city, county or state may deem proper to make;~~
 - ~~(3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction or repair;~~
 - ~~(4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction or repair; and~~
 - ~~(5) Not obstruct, hinder or interfere with any gas, electric, water or telephone facilities or other utilities located within the town.~~

~~(C) *Restoration to prior condition.*~~

- ~~(1) In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the grantee shall, at its own cost and expense and in a manner approved by the town, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed, in as good a condition as, or better than, before said work was commenced and in a good workmanlike, timely manner in accordance with standards for such work set by the town.~~
- ~~(2) The restoration shall be undertaken within no more than ten days after the disturbance is incurred and shall be completed as soon as possible thereafter.~~

~~(D) *Restoration of the facilities.* In the event that at any time during the period of this franchise the city, county or state shall lawfully elect to alter or change the grade of any street, alley or other public ways, the grantee, upon reasonable notice by the proper authority, shall remove or relocate as necessary its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.~~

~~(E) *Cooperation with building movers.* The grantee shall, on the request of any person holding a building moving permit issued by the town, temporarily raise or lower its wire to permit the moving of buildings.~~

- ~~(1) The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the grantee shall have the authority to require such payment in advance.~~
- ~~(2) The grantee shall be given not less than 15 working days advance notice to arrange for such temporary wire changes.~~

~~(F) *Tree trimming.* The grantee shall have the authority, except when in conflict with existing town ordinances, to trim any trees upon and overhanging public rights-of-way so as to prevent the branches of such trees from coming in contact with system facilities, except that at the option of the town, such trimming may be done by it or under its supervision and direction at the expense of the grantee.~~

~~(G) *Easements.*~~

- ~~(1) All necessary easements over and under private property shall be arranged for by the grantor.~~
- ~~(2) Any easements over or under property owned by the town other than the public rights-of-way shall be separately negotiated with the town.~~

~~(H) *Work within right-of-way.* The closing of any part of a publicly maintained street or right-of-way must be approved by the town or state and shall not unreasonably impede traffic flow.~~

- ~~(1) During repairs or improvements traffic on streets must be maintained.~~
- ~~(2) Where full closing of the street is required, the request for approval must be submitted at least ten days in advance.~~
- ~~(3) Closings will not be permitted in the central business district during the holiday shopping season.~~

- ~~(4) Where emergency closings are necessary, the town is to be notified as soon as possible.~~
- ~~(5) All closings are to be protected and signed.~~
- ~~(I) Removal of town or state property. No town or state property is to be removed from a right-of-way, including signing on utility poles, without proper permission from the town.~~
- ~~(J) No burden on public rights-of-way.~~
 - ~~(1) Grantee shall not erect, install, construct, repair, replace or maintain its cable system in such a fashion as to unduly burden the present or future use of the streets or public rights-of-way.~~
 - ~~(2) If the town, in its reasonable judgment, determines that any portion of the cable system is an undue burden, the grantee at its expense shall modify its cable system or take such other actions as the town may determine is in the public interest to remove or alleviate the burden and grantee shall do so within the time period established by the town.~~
- ~~(K) Barriers. While any portion of the streets or public rights-of-way are open, grantee shall maintain reasonable barriers, lights at night and other warnings to the users of the streets or public rights-of-way in compliance with applicable government regulations requiring and pertaining to such barriers.~~
- ~~(L) Soil erosion.~~
 - ~~(1) All construction shall be in accordance with state and local laws and regulations regarding soil erosion.~~
 - ~~(2) Grantee or grantee's contractor shall correct any violation at the direction of the town and at grantee's expense.~~
- ~~(M) Utility crowding.~~
 - ~~(1) In areas of the town where the town or state finds that the public rights-of-way will not accommodate further underground facilities, the town or state may require that the grantee's conduits be oversized, duplicated or placed in multiple configurations, and the grantee shall share the use of its underground conduits and multiple configurations at such locations at reasonable rates.~~
 - ~~(2) Such rates shall be determined by the town or state if grantee and third parties cannot agree on same.~~
- ~~(N) Removal of obsolete facilities/cooperation. When grantee opens a trench, accesses a conduit or boring or is working on aerial locations, it shall remove all obsolete cable system facilities from such locations.~~
 - ~~(1) When grantee opens a trench or access to underground bores, it shall notify all other grantees and permittees in advance of such work, so that they may remove their obsolete facilities from such locations. Grantee shall cooperate with such persons in such activities.~~
 - ~~(2) When grantee receives notification from another grantee or permittee that it is opening a trench or access to underground bores, grantee shall remove all of its obsolete facilities from such location while they are opened.~~

- (O) ~~*Vacating of rights-of-way.*~~ If a public right-of-way is vacated, eliminated, discontinued or closed, all rights of grantee under its franchise to use same shall terminate and grantee at its expense shall immediately remove the cable systems from such public right-of-way unless grantee obtains any necessary easements from the affected property owners to use the former public right-of-way.
- (P) ~~*Acquisition of right-of-way.*~~ In acquiring or widening public right-of-way, the town or state shall determine the minimum right-of-way necessary to accommodate paved streets, pedestrian walkways, landscaping, traffic signals, drainage, water and sewer lines and other governmental facilities.
- (Q) ~~*Pavement cut coordination/additional fees.*~~ Grantee shall coordinate its construction program and all other work in the public rights-of-way with town's or state's program for street construction, rebuilding, resurfacing and repair (hereinafter collectively referred to as street resurfacing). Grantee shall meet with the official of the town responsible for such program at least twice per year to this end.
- (1) ~~The goals of such coordination shall be to require grantee to conduct all work in the public rights-of-way in conjunction with or immediately prior to any street resurfacing planned by the town. Grantee shall provide timely notice to the town prior to such work and grantee shall have applied for permits as required.~~
- (2) ~~In addition to any other fees or payments required by this chapter and the franchise, grantee shall pay to the town any costs required under local ordinances. This fee is in addition to and not in lieu of the obligation to restore the public rights-of-way.~~

(Ord. passed 3-20-00)

Sec. 112.065 Erection, removal and common use of poles.

- (A) ~~*Approval required.*~~ No poles shall be erected by the grantee without prior approval of the town or state with regard to location, height, types and any other pertinent aspect. However, no location of any pole or wire holding structure of the grantee shall give rise to a vested interest, and such poles or structures shall be removed or modified by the grantee at its own expense whenever the town determines that the public convenience would be enhanced thereby.
- (B) ~~*Utilization of existing poles.*~~ Where poles already in existence for use in serving the town are available for use by the grantee, the town or state may require the grantee to use such poles and structures, if it determines that the public convenience would be enhanced thereby and the terms of the use available to the grantee are just and reasonable.
- (C) ~~*Permitting.*~~ Where a public utility serving the town desires to make use of the poles or other wire holding structures of the grantee, but agreement therefor with the grantee cannot be reached, the town may require the grantee to permit such use for such consideration and upon such terms as the town shall determine to be just and reasonable, if the town determines that the use would enhance the public convenience and would not unduly interfere with the grantee's operation.

(Ord. passed 3-20-00)

~~Sec. 112.066 Construction reporting requirements.~~

~~The grantee shall provide the town with a written progress report detailing construction work completed as specified in the franchise.~~

~~(Ord. passed 3-20-00)~~

~~Sec. 112.067 Tests and performance monitoring.~~

~~(A) *Technical performance.* Not later than 90 days after any new or substantially rebuilt portion of the system is made available for service to subscribers, and thereafter on the third anniversary of the effective date of the franchise, the grantee shall conduct technical performance tests to demonstrate substantial compliance with all technical standards contained in this subchapter and the franchise agreement and the applicable technical standards and guidelines of the FCC.~~

~~(B) *Supervision/reporting.*~~

~~(1) Such tests shall be performed by or under the supervision of a qualified registered professional engineer or an engineer with proper training and experience.~~

~~(2) A copy of said engineer's report shall be submitted to the town, describing test results, instrumentation, calibration and test procedures and the qualification of the engineer responsible for the tests.~~

~~(C) *Monitor test points.*~~

~~(1) System monitor test points shall be established at or near the output of the last amplifier in the longest feeder line at or near trunk line extremities.~~

~~(2) Such periodic tests shall be made at the test points as shall be required by the FCC and/or the franchise agreement.~~

~~(D) *FCC tests.* In addition to the performance test reports required herein, a copy of any performance test reports required by the FCC shall be submitted to the town within 60 days of completion.~~

~~(E) *Complaint response.*~~

~~(1) Whenever there have been similar complaints made within one year from more than ten percent of the subscribers to the grantee's system, or when there exists other substantial evidence which, in the judgement of the town, casts doubt on the reliability or quality of the grantee's system, the town shall have the right and authority to compel the grantee to test, analyze and report on the performance of its system.~~

~~(2) Reports on such tests shall be delivered to the town no later than 30 days after the town reasonably notifies the grantee and shall include the following information:~~

~~(a) The nature of the complaints which precipitated the special tests;~~

~~(b) What system component was tested;~~

- (c) ~~The equipment used and procedures employed in said testing;~~
 - (d) ~~The results of such tests; and~~
 - (e) ~~Methods by which said complaints were resolved.~~
 - (3) ~~The tests and analyses shall be supervised by a qualified technician who shall sign all records of the special tests and forward same to the town with a report interpreting the results of the tests and recommending what actions, if any, should be taken by the grantee or town.~~
 - (F) ~~Consultants. The town shall have the right to employ, at the town's expense, qualified consultants if necessary or desirable to assist in the administration of this or any other section of this subchapter or the franchise agreement.~~
- (Ord. passed 3-20-00)

Secs. 112.068—112.079 Reserved.

ARTICLE V. SERVICE

Sec. 112.080 Services to subscribers and users.

- (A) ~~Services. Concurrently with the activation of the cable communications system in the town, the grantee shall provide those services to subscribers as described in the franchise agreement or services of similar mix, quality and level.~~
 - (1) ~~The system shall carry the programming and services as indicated in the franchise agreement.~~
 - (a) ~~Should the grantee desire to change the selection of programs or services offered on any of its tiers, it shall use its best efforts to maintain the mix, quality and level of services provided over the system.~~
 - (b) ~~Any such change in programs or services offered shall comply with the conditions and procedures contained in the franchise agreement and shall be reported to the town at least 30 days prior to the proposed implementation when possible.~~
 - (c) ~~The grantee shall use its best efforts to ensure diversity of programming.~~
 - (2) ~~A basic service tier shall be offered to subscribers throughout the term of this franchise.~~
 - (3) ~~The grantee shall provide and maintain access channels pursuant to the terms defined under the franchise agreement.~~
 - (4) ~~The grantee shall provide and maintain an institutional network or provisions for such services pursuant to the terms defined under the franchise agreement.~~
 - (5) ~~The grantee shall make available leased access channels to assure that the widest possible diversity of information sources are made available to subscribers.~~

- ~~(a) Such channels shall be especially designated for leased access use by persons unaffiliated with the grantee on terms, rates and conditions which are in accordance with federal regulation.~~
- ~~(b) The number of such channels shall be determined by the provisions of federal regulation.~~
- ~~(c) The grantee shall advertise periodically the availability of such channels.~~
- ~~(d) The grantee shall not exercise any editorial control over any programming provided over such channels, except as permitted in accordance with the provisions of federal regulation.~~
- ~~(6) Grantee shall install and maintain, at no charge, one service drop to each public building within the franchise area for which the demarcation point (common entry point for utilities) is located 300 feet or closer to the closest useable point on the grantee's cable system.~~
 - ~~(a) On request from the appropriate official, and if the town or the respective entity is willing to pay the incremental costs, grantee will run feeder rather than drop cable to a public building which does or plans to amplify the signal for internal distribution.~~
 - ~~(b) Grantee shall provide full basic service and the CPST tier or its equivalent and one non-addressable converter to such building free of charge. Any additional converters will be provided on request at grantee's standard lease rate.~~
 - ~~(c) Upon request from an appropriate official, at free drop locations, grantee will provide inside wiring for a reasonable number of outlets, and the requesting entity shall reimburse grantee's full cost of labor and materials for such internal wiring unless otherwise provided for in grantee's (or parent company's) social contract with the FCC.~~
 - ~~(d) Grantee shall also extend cable to public buildings located further than 300 feet from grantee's distribution plant where the town or the respective entity is willing to reimburse grantee's full cost for materials and labor beyond the first 300 feet.~~

~~(B) Emergency override.~~

- ~~(1) To the extent required by and consistent with applicable federal statutes and FCC regulations, the grantee shall satisfy its emergency access override obligation throughout the town and shall designate a government access channel for emergency broadcast of both audio and video signals.~~
- ~~(2) The town shall train its personnel in proper use of the channel; shall limit access to its override functions to such trained individuals; and shall indemnify, hold harmless and defend the grantee against any and all claims, causes of action, proceedings and judgments for damages arising out of the town's use of the emergency channel.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.081 Installations, connections, other grantee services.

- (A) ~~Standard installations.~~ Standard installation shall consist of a subscriber connection not exceeding 150 feet from a single point or pedestal attachment to the customer's residence.
- (1) ~~Service in excess of 150 feet and concealed wiring shall be charged before installation begins at a rate not to exceed additional installation costs.~~
 - (2) ~~The desire of the subscriber as to the point of entry into the residence shall be observed whenever possible, subject to the grantee's good faith judgment in regard to, but limited to, safety, efficiency and system performance.~~
 - (3) ~~The grantee shall use due care in the process of installation and shall repair any damage to the subscriber's property caused by said installation.~~
 - (4) ~~Such restoration shall be undertaken within a reasonable time after the damage is incurred and shall be completed as soon as possible thereafter, said time not to exceed 15 days, weather permitting.~~
- (B) ~~Antennas and antenna switches.~~ The grantee shall not, as condition to providing cable communications service, require any subscriber or potential subscriber to remove any existing antenna structures for the receipt of over-the-air television signals.
- (C) ~~Lockout devices.~~
- (1) ~~The grantee shall provide to the potential subscriber, as part of its promotional literature, information concerning the availability of a lockout device for use by a subscriber.~~
 - (2) ~~The lockout device described herein shall be made available to all subscribers requesting it, beginning on the first day that any cable service is provided or, in the case of a renewed or extended franchise, on the effective date of such renewal or extension.~~
- (D) ~~Reconnection.~~
- (1) ~~The grantee shall restore service to customers wishing restoration of service, provided the customer shall first satisfy any previous obligations owed.~~
 - (2) ~~Further, any such reconnection may be on terms and conditions established by the grantee.~~
- (E) ~~Free disconnection.~~ Subscribers shall have the right to have cable service disconnected or de-authorized without charge therefor.
- (1) ~~Such disconnection or de-authorization shall be made as soon as practicable and not to exceed 15 days.~~
 - (2) ~~A refund of unused service charges shall be paid to the customer within 60 days from the date of termination of service.~~
- (F) ~~Delinquent accounts.~~

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- (1) ~~The grantee shall use its best efforts to collect delinquent subscriber accounts.~~
 - (2) ~~Whenever possible, the grantee shall provide the customer with at least seven working days written notice prior to disconnection.~~

~~(Ord. passed 3-20-00)~~

~~Sec. 112.082 Service calls and complaint procedures.~~

- (A) ~~*System office.* The grantee shall establish, operate and maintain, a local office and local telephone number within the system, including a business office and maintenance and repair facility for the purpose of receiving inquiries, requests and complaints concerning all aspects of the construction, installation, operation and maintenance of the system and for the payment of subscribers' service charges.~~
- (B) ~~*System telephone.* The grantee shall have a listed, locally staffed telephone number for service calls, and such telephone service shall be available 24 hours a day, seven days a week.~~
- (C) ~~*Complaint response.* The grantee shall respond to and resolve subscribers' complaints or requests for service in connection with repairs and maintenance and malfunctions of system facilities.~~
 - (1) ~~The grantee shall respond as quickly as possible to such complaints and requests.~~
 - (2) ~~Complaints or requests which may pose a potential health and safety hazard will be responded to immediately.~~
 - (3) ~~In connection with billing complaints, the grantee shall respond within seven business days.~~
- (D) ~~*Rules/regulations.*~~
 - (1) ~~The grantee shall prepare and file with the town copies of all of its rules and regulations in connection with the handling of inquiries, requests and complaints.~~
 - (2) ~~The grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the office or agent to whom such inquiries or complaints are to be addressed, and furnish information concerning the town office responsible for the administration of the franchise, including, but not limited to, the address and telephone number of said office.~~
- (E) ~~*Records.* The grantee shall keep full records in connection with all complaints and requests in the nature of complaints in connection with the system.~~
 - (1) ~~Such records shall identify the person contacting the grantee and the person responding on behalf of the grantee, the subject matter of the contract, the date and time it was received, the resolution of the matter in question or the action taken by the grantee in connection with the contact, and the date and time thereof and such other information as may be deemed pertinent by the grantee.~~

- (2) ~~These records shall be made available for periodic inspection by the town after 48 hours notice to grantee.~~
- (F) ~~*Equipment service/replacement.* The grantee shall service or replace without charge all equipment provided by it to the subscriber, provided, however, that the grantee may charge a subscriber for service to or replacement of any equipment damaged directly or indirectly by a subscriber.~~
- (G) ~~*Unresolved complaints.* The town may review and monitor unresolved customer complaints.~~
- (H) ~~*Service interruption rebate.* In the event that any subscriber is interrupted for 24 or more consecutive hours due to causes within the grantee's control, the grantee shall provide a prorated rebate of monthly fees to the affected subscriber upon the subscriber's request.~~
- (Ord. passed 3-20-00)

Sec. 112.083 Consumer service goals.

~~Grantee agrees to the following consumer service goals or any other goals established by federal or state governmental authorities, whichever are higher.~~

- (A) ~~*Complaint resolution.* The grantee shall resolve all complaints within 15 days and shall notify the town of those not resolved within 15 days.~~
- (B) ~~*Subscriber information.*~~
- ~~(1) The grantee shall provide all prospective subscribers with complete, clear and concise information concerning all services and rates provided by the grantee upon solicitation of service and prior to the confirmation of any agreement for the installation of cable service.~~
 - ~~(2) Such information shall include but not be limited to the following: all services and rates; deposits, if applicable; installation costs; additional set charges; service upgrade and downgrade charges; and stolen or lost converter charges.~~
- (C) ~~*Subscriber handbook.* A subscriber handbook shall be provided to each subscriber upon installation. This handbook should include information:~~
- ~~(1) On the utilization of videocassette recorders;~~
 - ~~(2) Regarding complaint, billing and collection procedures, methods of ordering changes, termination of services, refund policies and the telephone number and address of the appropriate town department to whom problems with complaint procedures can be addressed;~~
 - ~~(3) Installation and service maintenance policies;~~
 - ~~(4) Instructions on how to use the cable service;~~
 - ~~(5) Channel positions of programming carried on the system;~~
 - ~~(6) Concerning parental lock-out devices;~~
 - ~~(7) About use of the grantee's converters;~~

- ~~(8) About adjusting the television set;~~
- ~~(9) Explaining the bill;~~
- ~~(10) Describing community programming;~~
- ~~(11) Regarding office hours and customer-related telephone numbers; and~~
- ~~(12) Regarding addresses for the grantee's offices.~~
- ~~(D) *Services.* The grantee's office shall be open weekdays from 8 a.m. to 6 p.m. and on Saturdays from 9 a.m. to 6 p.m., unless otherwise stated in grantee's franchise agreement.~~
 - ~~(1) Additional payment centers located elsewhere in the town should be provided throughout the term of the franchise, as consumer needs demand.~~
 - ~~(2) Where feasible, grantee shall provide contract services for the purpose of exchange or retrieval of converter equipment outside the normal business hours.~~
 - ~~(3) The grantee shall respond to repair calls, either by telephone contact with the subscriber for an appointment, by a visit to the premises or by a doorknob hanger if no one is at home, within 24 hours.~~
- ~~(E) *Maintenance notices.*~~
 - ~~(1) The grantee shall notify subscribers of routine maintenance activities through methods such as notes in the monthly guide, bill inserts and video commercials.~~
 - ~~(2) Whenever possible, routine maintenance should be done by the grantee in the early morning so that the subscribers are inconvenienced the least amount possible.~~
- ~~(F) *Corrective actions.*~~
 - ~~(1) Excluding conditions beyond the control of the grantee, the grantee will begin working on the loss of picture or sound on one or more channels promptly and in no event later than 24 hours after the interruption becomes known.~~
 - ~~(2) The grantee must begin actions to correct other service problems the next business day after notification of the service problem.~~
- ~~(G) *Installations.* The grantee shall install cable television service to new subscribers and perform service changes to existing subscribers within seven business days of initial requests under standard conditions.~~
- ~~(H) *Appointments.* Appointment window alternatives for installations, service calls and other installation activities will be either for a specific time or no more than a four hour block of time during the business day.~~
 - ~~(1) Appointments cannot be canceled after the close of business the day before an appointment is scheduled.~~
 - ~~(2) Customers must be contacted and offered another time at their convenience if the company representative is running late and cannot keep the scheduled appointment.~~

- (3) ~~The above standards must be met no less than 95 percent of the time, as measured on a quarterly basis.~~
- (I) ~~Telephone response.~~ For consumer telephone calls, the grantee should answer 90 percent of all calls handled (all calls which held more than 60 seconds) within 60 seconds.
 - (1) ~~No more than 15 percent of the total calls received and held for over 60 seconds should be lost. Busy signals cannot be received more than three percent of the time, under normal operating conditions.~~
 - (2) ~~The grantee shall provide information to the town annually or upon special request regarding the number of active telephone lines, the time period in which telephone calls are answered and the percent of calls lost.~~
 - (3) ~~Such back-up information as deemed necessary by the town which can be provided by the grantee's telephone management information system should be provided by the grantee.~~
- (J) ~~Trained representative.~~
 - (1) ~~A trained company representative will answer consumer calls during normal business hours.~~
 - (2) ~~Calls made after normal business hours are to be answered by trained company representatives on the next business day.~~
- (K) ~~Consumer education.~~ The grantee shall provide ongoing consumer education programs regarding billing which shall include at a minimum annual subscriber notification of the billing process and cycles and 30 days prior notification of changes to this process or the cycles.
- (L) ~~Consumer research.~~ The grantee, on an ongoing basis, shall research customer needs, especially in the areas of automated response units, universal remote controls and cable converter boxes.
- (M) ~~Performance review information.~~ The grantee shall provide information deemed necessary to the town for triennial performance review of the grantee's performance and to evaluate consumer service performance.
- (N) ~~Billing.~~ The grantee, at a maximum, shall bill subscribers monthly, but this shall not preclude other payment arrangements expressly agreed upon by the grantee and the subscriber.
- (O) ~~Bill clarity.~~ All bills must be clear, concise and understandable.
 - (1) ~~Bills must be itemized, including itemization for basic and premium service charges and equipment charges.~~
 - (2) ~~All activities during the billing period must be shown, including optional charges, rebates and credits.~~
- (P) ~~Complaint response.~~ The grantee must respond to written complaints from subscribers regarding billing disputes within 30 days.
 - (1) ~~Refund checks must be issued promptly, but not later than:~~

- ~~(a) The customer's next billing cycle following resolution of the customer's request, or 30 days, whichever is earlier; or~~
 - ~~(b) Upon return of equipment supplied by grantee if service is terminated.~~
- ~~(2) Credit is to be issued no later than the customer's next billing cycle following determination that credit is warranted.~~
- ~~(Q) Notices.~~
 - ~~(1) Customers must be notified of any changes in rates, programming services or channel positions in writing and by announcements on the cable system.~~
 - ~~(2) If the change is within the grantee's control, notice must be provided at least 30 days in advance.~~
- ~~(R) Repair response.~~ The grantee shall resolve 80 percent of all repair calls within 48 hours, unless otherwise stipulated in grantee's franchise agreement.
- ~~(S) Prior approval.~~ The grantee shall secure formal approval from the Administrator prior to any and all changes to all the aforementioned items of this section, which approval shall not unreasonably be withheld.
- ~~(T) Additional compliance.~~ In addition to the above, the grantee shall comply with all service-related procedures contained in the franchise agreement.

~~(Ord. passed 3-20-00)~~

Sec. 112.084 Continuity of service.

- ~~(A) Uninterrupted service.~~ The grantee shall use its best efforts to ensure that all subscribers receive continuous, uninterrupted service, insofar as their financial and other obligations to the grantee are honored.
- ~~(B) Rebuild, modify or sale of system.~~
 - ~~(1) In the event that the grantee elects to rebuild, modify or sell the system, or the town gives notice of intent to terminate or fails to renew the grantee's franchise, the grantee shall cooperate with the town or new grantee or operator in maintaining continuity of service to all subscribers.~~
 - ~~(2) During such period, the grantee shall be entitled to the revenues for any period during which it operated the system and shall be entitled to reasonable costs when it no longer operates the system.~~
- ~~(C) Failure to operate.~~
 - ~~(1) In the event the grantee fails to operate the system for seven consecutive days without prior approval of the town or without just cause, the town may, at its option, operate the system or designate an operator until such time as the grantee restores service under conditions acceptable to the town or a permanent successor is selected.~~
 - ~~(2) If the town is required to fulfill this obligation for the grantee, the grantee shall reimburse the town for all reasonable costs or damages in excess of revenues from the system received by the town that are the result of the grantee's failure to perform.~~

(Ord. passed 3-20-00)

Sec. 112.085 Protection of subscriber privacy.

- (A) *Notice.* At the time of entering into an agreement to provide any cable service or other service to a subscriber, and at least once a year thereafter, the grantee shall provide notice, in the form of a separate written statement to each subscriber, which clearly and conspicuously informs the subscriber of:
- (1) The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
 - (2) The nature, frequency and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
 - (3) The period during which such information might be maintained by the grantee;
 - (4) The times and places at which the subscriber may have access to such information in accordance with this subchapter and other applicable federal, state, county and local law.
- (B) *Personally identifiable information.* The grantee shall not use the cable system to collect personally identifiable information concerning any subscriber, except as necessary to render a cable service or other service provided by the grantee to the subscriber or to detect unauthorized reception of cable communications, without the prior written or electronic consent of the subscriber concerned or as otherwise required by the FCC.
- (C) *Consent.* The grantee shall not, without the specific written or electronic consent of the subscribers concerned, sell, disclose or otherwise make available to any party any list of the names and addresses of individual subscribers, any list which identifies the viewing habits of individual subscribers or any personal data, social security number, income and other data the grantee may have on file about individual subscribers, except as necessary to render or conduct a legitimate business activity related to a cable service or other service provided by the grantee to the subscriber, if required to be in compliance with federal law or regulation or if the grantee has provided the subscriber the opportunity to prohibit or limit such disclosure and the disclosure does not reveal directly or indirectly the extent of viewing or other use by the subscriber of a cable service or other service provided by the grantee or the nature of any transaction made by the subscriber over the cable system.
- (D) *Information access.* Each subscriber shall be provided access to all personally identifiable information regarding such subscriber that the grantee collects or maintains.
- (1) Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by the grantee.
 - (2) The subscriber shall be provided the reasonable opportunity to correct any error in such information.
- (E) *Not prohibited.* This section is not intended to prohibit the use or transmission of signals useful only for the control or measurement of system performance.

(Ord. passed 3-20-00)

Sec. 112.086 Rights of individuals.

(A) ~~Non-discrimination required.~~

- ~~(1) The grantee shall not deny service, deny access or otherwise discriminate against subscribers, channel users or general citizens on the basis of race, color, religion, national origin, age, sex or physical or mental handicaps, provided the subscriber shall pay all applicable fees for the service desired; and, provided further that nothing contained herein shall prohibit the grantee from granting senior citizens discounts to subscribers.~~
- ~~(2) The grantee shall comply at all times with all other applicable federal, state, county and local laws and regulations relating to non-discrimination which may hereinafter be incorporated and made a part of this subchapter by reference.~~

(B) ~~Fairness of accessibility.~~ ~~The entire system of the grantee shall be operated in a manner consistent with the principles of fairness and equal accessibility of its facilities, equipment, channels, studios and other services to all citizens, businesses, public agencies and other entities having a legitimate use for the network; and no one shall be arbitrarily excluded from its use; provided, however, that allocation of use of said facilities shall be made according to the rules or decisions of the grantee and any regulatory agencies affecting the same.~~

(C) ~~Information accessibility.~~

- ~~(1) Each individual shall have the right to information concerning the provisions of this subchapter and the rules and regulations formulated pursuant to it by the Commission, agent or entity created hereunder or pursuant to this subchapter.~~
- ~~(2) The location and hours of operation for the delivery of such information shall be published in the newspaper of the greatest circulation within the town and in such other media as the Commission may determine.~~
- ~~(3) Each individual subscribing to the services of the cable communications system or leasing channels thereof or using the access channels shall be provided with a memorandum setting forth all rules and regulations specifically outlining such individual rights, duties and obligations pertinent to such use.~~
- ~~(4) Such information as may herein be prescribed will be made available to the public and individual subscribers in such form required for understanding, including the deaf and blind, and in such languages as may be specified by the Commission.~~
- ~~(5) Each document required to be maintained, prepared, filed or submitted under the provisions of this subchapter or pursuant to it, except those required and designated confidential by the grantee or the Federal Communications Commission shall be a public document, available for public inspection and copying at the requestor's expense, at the office of the grantee or the town during normal business hours.~~
- ~~(6) The charge for such copying shall approximate the cost of mechanical reproduction and shall not include a charge for labor.~~

~~(7) Each individual shall have the right to representation on such boards, commissions, agencies or other entities created hereunder or hereafter by the Commission pursuant to the provisions of this subchapter.~~

~~(8) Such representation by citizens of the town shall be in the manner and form as the Commission may determine, ensuring equal participation of all protected groups.~~

~~(Ord. passed 3-20-00)~~

Secs. 112.087—112.099 Reserved.

ARTICLE VI. BOOKS, RECORDS AND REPORTS

Sec. 112.100 Books and records available to town.

~~(A) The grantee shall manage all of its operations in accordance with a policy of open books and records as such may pertain to the operation of the system in the town.~~

~~(B) The town shall have the right to inspect upon 24 hours written notice, at any time during normal business hours, books, records, maps, plans, service complaint logs, performance test results and other like materials of the grantee which relate to the operation of the system unless otherwise provided for in the franchise.~~

~~(Ord. passed 3-20-00)~~

Sec. 112.101 Reports required.

The grantee shall file the following reports with the town as indicated herein, unless modified by terms of Grantee's franchise agreement.

~~(A) *Regulatory communications.* All reports required by the Federal Communications Commission (FCC), including, but not limited to, annual proof of performance tests and results and Equal Employment Opportunity (EEO) reports.~~

~~(B) *Facilities report.* An annual report setting forth the physical miles of plant construction and plant in operation during the fiscal year.~~

~~(C) *Grantee rules.* The grantee's schedule of charges, contract or application forms of regular subscriber policy regarding the processing of subscriber complaints, delinquent subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the grantee's policy in connection with its system subscribers shall be filed with the town.~~

~~(D) *Proof of bonds and insurance.* The grantee shall submit to the town the required performance bond, or a certified copy thereof, written evidence of payment of required premium, certificates of policies of insurance required by this subchapter and written notice of payment of required premium.~~

~~(E) *Financial and ownership reports.* The grantee shall submit to the town an independently audited annual financial statement for its town system, including a~~

balance sheet and income statement which details gross revenues, in addition to a copy of its parent company's annual audit report.

(F) ~~Operational reports.~~ The following system and operational reports shall be submitted annually to the town:

(1) ~~A report on the system's technical tests and measurements as set forth herein and in the franchise agreement;~~

(2) ~~A summary of the previous year's activities, including, but not limited to, new services offered;~~

(3) ~~A summary of complaints received and handled;~~

(4) ~~A summary of the number of outages (three or more service calls in one area).~~

(G) ~~Additional reports.~~ The grantee shall prepare and furnish to the town, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions or property as may be reasonably necessary and appropriate to the performance of any of the functions or duties of the town in connection with the system.

(H) ~~Exclusions for small systems.~~ Small system operators, as classified under current FCC guidelines, shall be permitted to petition the town to secure waivers of certain reporting requirements in the franchise.

(Ord. passed 3-20-00)

Sec. 112.102 Reports required to be maintained.

The Grantee shall at all times maintain the following reports.

(A) ~~Complaints/service interruptions.~~ A record of all complaints received and interruptions or degradation of service experienced for the preceding period prior to a performance review.

(B) ~~Plans/maps.~~ A full and complete set of plans, record and "as-built" maps showing the exact location of all cable communication system equipment installed or in use in the town, exclusive of subscriber service drops.

(1) ~~Grantee shall provide the "as built" maps to the town using a geographical information systems format approved by the town, which accurately displays their "as built" system.~~

(2) ~~These maps will be kept current continuously and updated at least annually by the grantee.~~

(C) ~~Contractor records.~~ A comprehensive record of all personnel transactions and utilization of contractors, subcontractors, vendors and suppliers by race and sex.

(D) ~~Other records.~~ The town may impose reasonable requests for additional information, records and documents from time to time.

(Ord. passed 3-20-00)

Sec. 112.103 Records required.

The grantee shall at all times maintain the following records.

- (A) ~~Public notice.~~ Minimum public notice of any public meeting relating to this subchapter or the franchise shall be by publication in a newspaper of general circulation in the area at least seven days prior to the meeting and by posting at the Charlotte-Mecklenburg Government Center.
- (B) ~~Captions.~~ The captions to sections throughout this subchapter are intended solely to facilitate reading and reference to the sections and provisions of this proposal. Such captions shall not affect the meaning or interpretation of this subchapter.
- (C) ~~Franchise applications.~~ Applicants for a franchise shall submit to the town written applications utilizing the appropriate standard format provided by the town, at the time and place designated by the town for accepting applications and including the designated applications and including the designated application fee, if any.

(Ord. passed 3-20-00)

Sec. 112.104 Exclusions for small systems.

- (A) ~~Section exclusions.~~ Any small system (as defined by the FCC), operating within the town, shall be excluded from the following provisions:
 - (1) ~~Equal opportunity affirmative action plan,~~ Section 112.028;
 - (2) ~~Construction and technical standards, state of the art,~~ Section 112.061;
 - (3) ~~Records required,~~ Section 112.103.
- (B) ~~Section substitutions.~~ Any small system (as defined by the FCC), operating within the town, shall have the following sections replace the so numbered section herein, Section 112.049 Schedule of Liquidated Damages.
 - (1) ~~Willful violation.~~ For the willful violation of any of the following provisions of this section, the town shall notify the grantee in writing of the violation and the grantee shall be allowed 30 days, or such greater amount of time as the town may specify, to correct such violation.
 - (2) ~~Chargeable to bond.~~ Such undisputed liquidated damages shall be chargeable, to the extent available, to the security fund and performance bond if not tendered by the grantee within the aforesaid period of time.
 - (3) ~~Hearing.~~ The grantee may request a hearing before the Commission in writing within seven business days of receiving notice of violation from the town. The time frame specified in the notice for correction of the violation shall be tolled from the date of receipt of a request from the grantee for a hearing until the day after the hearing.

~~(4) *Damages, penalties.* These liquidated damages shall be in addition to and not a limitation upon the other penal provisions of this section, including penalties or revocation, or other statutorily or judicially imposed penalties.~~

~~(a) No decision by the town to invoke any remedy under this section, the franchise agreement or any statute, law or ordinance shall preclude the availability of any other such remedy.~~

Issue

Liquidated Damages

Failure to render payment of the reimbursement of the town's franchise expenses, franchise fee or penalty payments:

~~\$200.00 per day from time due until paid.~~

Failure to file reports:

~~\$50.00 per day from time due until report(s) are filed.~~

Failure to complete system construction:

~~\$400.00 per day from time due until construction is complete.~~

Failure to comply with material provisions of this chapter or the franchise agreement:

~~\$100.00 per day until grantee is in compliance with the provision(s).~~

Failure to provide access funds, equipment, facilities or services:

~~\$200.00 per day from time due until paid or provided.~~

~~(b) The town retains the right at its sole option to reduce or waive any of the above-listed penalties where extenuating circumstances or conditions beyond the control of the grantee are deemed to exist. The Town Manager or his or her designee shall determine the town's willingness to reduce or waive any of the above-listed penalties.~~

~~Sec. 112.100 Books and records available to the town.~~

- ~~(1) The grantee shall manage all of its operations in accordance with a policy of open books and records as such may pertain to the operation of the system in the town.~~
- ~~(2) The town shall have the right to inspect upon reasonable written notice, at any time during normal business hours, books, records, maps, plans, service complaint logs, performance test results and other like materials of the grantee which relate to the operation of the system.~~

~~(Ord. passed 3-20-00)~~

Section 6. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 92.99 of the Town of Huntersville Code of Ordinances, Penalty, is hereby amended as follows:

Sec. 92.99 - Penalty.

Any violation of this chapter or the failure to abide by any lawful order issued pursuant to this chapter shall be an infraction requiring the payment of a fifty-dollar (\$50.00) penalty. This Chapter and may also be enforced punishable as provided in Section 10.99.

Section 7. BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 130.01(E) of the Town of Huntersville Code of Ordinances, Penalty, is hereby added as follows:

Sec. 130.01 - Model glue; possession, use regulated.

- (A) *Definition.* As used in this section, the term "model glue" shall mean any glue or cement of the type commonly used in the building of model airplanes, boats and automobiles, containing toluol, hexane, trichloroethylene, isopropanol, methyl isobutyle ketone, methyl cellosolve acetate, cyclohexanone or other solvent or chemical having the property of releasing toxic vapors.
- (B) *Inhalation of fumes prohibited.* No person shall, for the purpose of causing a condition of intoxication, euphoria, excitement, exhilaration, stupefaction or dulling of the senses or nervous system, intentionally smell or inhale the fumes from any model glue; provided, however, that this section shall not apply to the inhalation of any anesthesia for medical or dental purposes.
- (C) *Possession or transfer for unlawful purposes prohibited.* No person shall, for the purposes of violation or aiding another to violate any provision of this section, intentionally possess, buy, sell, transfer possession or receive possession of any model glue.
- (D) *Use by minors regulated.*
 - (1) Except as provided in subsection (3) hereof, no person under 16 years of age shall possess or buy any model glue.

(2) Except as provided in subsection (3) hereof, no person shall sell or transfer possession of any model glue to another person under 16 years of age.

(3) A person may sell or transfer possession of model glue to a person under 16 years of age for model building or other lawful use where the minor has in his or her possession and exhibits the written consent of one of his or her parents or his or her guardian. A person may sell and transfer possession of model glue to a person under 16 years of age where the glue is sold, delivered or given away simultaneously with and as part of a kit used for the construction of model airplanes, model boats, model automobiles, model trains or other similar models.

(E) Penalty. This section may be enforced by any or both of the following ways as provided by law.

(1) Anyone violating this chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$100.00 or imprisoned for not more than 20 days.

(2) A violation of this chapter shall subject the violator to issuance of a citation in the amount of \$50.00 dollars for each such citation. A citation remaining unpaid to the town after 15 days shall subject the violator to a civil penalty which may be recovered by the town in a civil action. A violation which is a continuing violation shall subject the violator to a separate citation for each day the violation continues.

Section 8. **BE IT ORDAINED** by the Board of Commissioners of the Town of Huntersville, North Carolina, that Section 32.02 of the Town of Huntersville Code of Ordinances, Levy of Tax, is hereby amended as follows:

Sec. 32.02 - Levy of tax.

A tax is imposed and levied in an amount equal to one and one-half percent of the gross receipts derived from the short-term lease or rental of vehicles at retail to the general public. ~~This tax on gross receipts is in addition to the privilege taxes authorized by G.S. § 160A-211.~~

Section 9. Effective Date.

This ordinance shall become effective upon the date of adoption.

**Town of Huntersville
Town Board
April 18, 2022**

To: Town Board

From: Emily Sloop, Town Attorney

Date: April 18, 2022

Subject: Consider Approving Purchasing and Contracting Policies.

EXPLAIN REQUEST:

The attached purchasing and contracting policies are meant to establish a comprehensive policy to ensure that all federal, state, and local rules, regulations, and requirements governing municipal purchasing and contracting, as well as the administration and expenditure of grant funds are adhered to.

ACTION RECOMMENDED:

Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Draft Purchasing and Contracting Policy
2. R-2022-14 Resolution Adopting Comprehensive Purchasing and Contracting Policies

	Title: Town of Huntersville Purchasing and Contracting Policy
	Description: Outlines the Town’s purchasing and contracting procedures.
	Adopted By: Town Board of Commissioners
	Date:

TOWN OF HUNTERSVILLE PURCHASING AND CONTRACTING POLICY

Section 1- Purpose and Applicability

1.0 Policy Purpose

This Purchasing and Contracting Policy (“Policy”) is intended to serve as a guide to all Town of Huntersville (“Town”) employees responsible for obtaining apparatus, supplies, materials, equipment, and services. The intent is to design policies and procedures that will serve the Town’s needs; provide for effective, efficient, and economical contracting processes; and follow the legal guidelines set forth in the North Carolina General Statutes (“N.C.G.S”).

1.1 Applicability

This Policy applies to all Town purchases and contracts.

Section 2- Roles and Responsibilities

2.0 Roles

The Town’s Finance Department is responsible for:

- Implementation, monitoring, and revision of this Policy in conjunction with the Legal Department;
- Administration of centralized procurement programs and processes;
- Overseeing and maintaining the Town’s accounting and encumbrance systems, including documentation of sources of funds and expenditures;
- Maintaining adequate internal controls to ensure that procurements constitute allowable and eligible uses of funds;
- Assisting all Town employees with procurement needs; and
- Development and provision of any required procurement-related training to Town employees, including training on the Town’s Electronic Payment Policy (**Exhibit A**).

The Town’s Finance Director and Deputy Finance Officer¹ are responsible for:

- Acting as the Town’s Finance Officer and carrying out the powers and duties set forth

¹ The Deputy Town Manager is approved by the Board of Commissioners for the Town of Huntersville (the “Town Board”) to act as Deputy Finance Officer pursuant to Chapter 159 of the N.C.G.S. The Deputy Finance Officer and Town Manager are authorized by the Town Board to countersign checks and drafts on official depository pursuant to N.C.G.S § 159-25(b).

- by and delegated under N.C.G.S. § 159-25²;
- Pre-auditing contracts, agreements, and purchase orders and attaching pre-audit certificates³ in accordance with N.C.G.S § 159-28(a1); and
- Following the disbursement process set forth by N.C.G.S § 159-28(b) and attaching disbursement certificates⁴ as required by N.C.G.S. § 159-28(d1).

Department directors and their designees are responsible for the following:

- Conducting all purchasing and contracting activities in accordance with applicable laws, policies, procedures, ordinances, federal rules and regulations, and in pursuit of the best interests of the Town;
- Ensuring fair and open competition by ethical means;
- Extending honest, courteous, and impartial treatment to all interested suppliers;
- Respecting public trust and not abusing the procurement process for personal advantage or gain;
- Following procedures for contract review as set forth in the Town’s contract submission form;
- Providing the Finance Department with an executed copy of the contract, including leases, to upload to Munis Contract Management; and
- Managing departmental contracts and tracking renewal dates.

2.1 Responsibilities

All contracting and procurement activities must be conducted according to applicable laws, rules, regulations, procedures, policies, and ordinances.

Unless excepted by N.C.G.S. § 14-234(b), N.C.G.S. § 14-234 prohibits public officers or employees involved in making⁵ or administering⁶ a contract on behalf of the Town from

² The Town Manager is the Town’s Budget Officer. N.C.G.S § 159-9. In accordance with N.C.G.S. § 159-15, the Budget Officer is authorized by the Town Board to transfer moneys from one appropriation to another within the same fund so long as a balanced budget is maintained as required by Chapter 159 of the N.C.G.S. The Budget Officer may delegate certain powers and duties to the Finance Officer pursuant to N.C.G.S. § 159-25(a)(7).

³ N.C.G.S § 159-28(f) provides three exceptions to the requirement to attach preaudit certificates. Preaudit certificates are not required for: 1) obligations or documents related to obligations approved by the Local Government Commission (the “LGC”); 2) payroll expenditures, including all benefits for Town employees; and 3) electronic payments (payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer) as specified in the rules adopted by the LGC. Notwithstanding an applicable exception to the requirement to attach a preaudit certificate, the preaudit process must still be adhered to.

⁴ The same three exceptions as set forth by N.C.G.S § 159-28(f) are applicable to the requirement to attach disbursement certificates. Notwithstanding an applicable exception to the requirement to attach a disbursement certificate, the disbursement process must still be adhered to.

⁵ A public officer or employee is involved in “making” a contract if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception as set forth in N.C.G.S. § 14-234 allowing the public officer to benefit and that member is prohibited from voting.

⁶ A public officer or employee is involved in “administering” a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract.

deriving a direct benefit⁷ from the contract or influencing other persons involved in making or administering the contract.

N.C.G.S. § 14-234.3 prohibits the members of the Board of Commissioners for the Town of Huntersville (the “Town Board”) from deliberating or voting on contracts with any nonprofit with which the Town Board member is “associated.”⁸ Town Board members are also prohibited from: 1) attempting to influence any other person who is deliberating or voting on a contract with any nonprofit with which the member is associated; and 2) soliciting or receiving any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the Town with any nonprofit with which the member is associated.

N.C.G.S. § 133-32 addresses the legal implications of governmental employees accepting gifts and favors from suppliers. Briefly summarized, it is unlawful for any supplier who has a current contract with a governmental agency, has performed under such a contract within the past year, or anticipates bidding on such a contract in the future to give gifts or favors to any employee of a governmental agency who is charged with preparing plans, specifications, or estimates for public contracts; awarding or administering such contracts; or inspecting or supervising construction. It is also unlawful for a governmental employee to willfully receive or accept such gifts or favors.

The Town’s Uniform Guidance Policies (**Exhibit B**), including the Town’s Uniform Guidance Conflicts of Interest and Nondiscrimination Policy, apply to any project or Town contract which is funded in whole or in part by federal funds. The Uniform Guidance Policies apply whether the federal funds are paid directly or on a reimbursement basis to the Town.

Pursuant to N.C.G.S. § 160A-16, all contracts made by or on behalf of the Town must be in writing. Contract templates, including standard terms and conditions and federal contract terms, are available from the Legal Department and best efforts should be made to utilize the pre-approved Town contract templates instead of external contracts supplied by outside vendors and contractors. External contracts must be reviewed by the Legal Department prior to execution. All terms listed in Section 15 of this Policy and the Town’s External Contract Addendum (**Exhibit C**) must be included in external contracts.

It is also the policy of the Town to encourage minority business participation in all aspects of the Town’s contract and procurement programs. The Town shall use good faith efforts to recruit and contract with minority businesses and adhere to the specific requirements for construction and repair contracts and other types of contracts as set forth in the Town’s

⁷ A public officer or employee “derives a direct benefit” from a contract if the person or his or her spouse: (i) has more than ten (10) percent ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

⁸ N.C.G.S. § 14-234.3(d)(1) defines a nonprofit with which a Town Board member is “associated” as a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the state primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes and of which the Town Board member is a director, officer, or governing board member (i.e. on the nonprofit’s Board of Directors), excluding any board, entity, or other organization created by this State or by any political subdivision of this state.

Minority Business Participation Outreach Plan (**Exhibit D**).

Should a department have trouble with a supplier, concerns should be documented by the department and detailed in an email to the Finance Director or their designee.

Correspondence should be as specific as possible, detailing the circumstances, dates, personnel involved (including titles), and phone numbers. This information will be helpful in determining if the supplier will be considered for future bid awards.

Section 3- Penalties

3.0 Penalties for Non-Compliance

Failure to comply with this Policy may result in an audit finding and/or disciplinary action, up to and including termination and criminal charges. Individuals and departments identified as failing to comply with Town policies shall be notified and potentially identified to Town management, and/or law enforcement, as appropriate.

Section 4- Delegation of Contracting Authority

4.0 Delegation of Authority to Town Manager to Award and Execute Contracts

The Town Board has delegated the authority to award and execute most budgeted contracts under \$300,000 to the Town Manager. The Town Board retained the authority to approve contracts that exceed \$300,000 and all contracts requiring governing board approval by law, including, but not limited to, sole source and piggy-back contracts. The delegation of authority (**Exhibit E**) should be referred to when determining whether Town Board approval is required. Pursuant to the delegation of authority, the Finance Department tracks contracts approved by the Town Manager exceeding \$50,000. Quarterly summaries of such approvals should be provided to the Town Board, unless directed by the Town Board to be provided more or less frequently.

Notwithstanding the Town Board's delegation of authority to approve and execute contracts, and unless an exception as discussed in Section 12 applies, informal and formal bidding procedures and thresholds as established by the N.C.G.S. must be adhered to.

Section 5- Federal Contracts and Contracts Involving State Funding

5.0 Contracts Involving Federal Funds (Federal Contracts)

Regardless of the contract type, when the contract is funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or sub-recipient and when the Town provides pass-through grant funding to other entities, the procedures set forth by the Town's Uniform Guidance policies (**Exhibit B**) must be adhered to. In addition to compliance with the Town's Uniform Guidance policies, the requirements set forth in the terms of the federal grant or loan and all other applicable laws, rules, policies, and regulations must be adhered to. All federal contracts must include the

Town's federal contract terms as maintained by the Legal Department.

5.1 Contracts Involving State Funding

Regardless of the contract type, when the contract is funded in whole or in part by state funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or sub-recipient or when the Town provides pass-through grant funding to other entities, the procedural and procurement-related requirements set forth by the terms of the grant or loan must be adhered to in addition to all other applicable laws, rules, policies, and regulations.

Section 6- Purchases of Goods

6.0 Purchases of Goods (apparatus, supplies, materials, or equipment)

In addition to the North Carolina ("NC") bidding procedures and thresholds, Town policies also apply to the purchase of goods as shown in the purchases of goods table (Table A).

**Table A- Purchases of Goods
(apparatus, supplies, materials, or equipment)**

The following local thresholds are established to govern purchases of goods.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
\$0 - \$10,000	- Multiple quotes not required - Procurement card (P-Card) may be used in accordance with the Town's Electronic Payment Policy (Exhibit A)	Town Manager or Designee
\$10,001 - \$29,999	- Multiple quotes recommended	Town Manager or Designee
\$30,000 - \$89,999	- Informal bid procedure required	Town Manager or Designee
\$90,000 or greater	- Formal bid procedure required	Town Manager or Designee or Town Board (\$300,000+)

6.1 Food Purchases

Meals should not be purchased using a procurement card while also receiving a per diem for meal expense.

6.2 Vehicle Purchases

The purchase of Town vehicles should be coordinated in conjunction with the Finance Department to determine an appropriate depreciation schedule, and with the Risk Manager to implement proper insurance coverage. Titles and/or bills of sale must be received and maintained for all vehicle purchases by the Town Clerk.

6.3 Information Technology Purchases

Unless an exception to the statutory bidding requirements applies, hardware and software purchases are subject to the informal and formal bidding procedures and thresholds described in Section 6.0 of this Policy. Exceptions to the competitive bidding procedures are more fully discussed below in Section 12.

As an alternative to the informal and formal bidding procedures, the Town may contract for information technology as defined in N.C.G.S. § 143B-1320⁹ under a request for proposals (“RFP”) pursuant to N.C.G.S. § 143-129.8. Notice of the RFP must be advertised in a newspaper having general circulation in the Town, by electronic means, or both¹⁰ at least seven (7) full days prior to opening the submitted proposals. The notice shall:

- (1) State the time and place where plans and specifications of the proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
- (2) State the time and place for opening of the proposals; and
- (3) Reserve the right to reject any or all proposals.

Contracts awarded pursuant to the RFP method set forth by N.C.G.S. § 143-129.8 shall be awarded to the entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts under this section shall be identified in the RFP. When developing and evaluating RFPs under this section, the Town may use procurement methods set forth in N.C.G.S. § 143-135.9 including best value procurement, government-vendor partnership, and solution-based solicitation.

Contract terms may be negotiated with any proposer in order to obtain a final contract that best meets the needs of the Town; however, negotiations shall not alter the contract beyond the scope of the original RFP in a manner that:

- (1) Deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and

⁹ As the date of this Policy’s implementation, N.C.G.S. § 143B-1320 defines information technology as: “[s]et of tools, processes, and methodologies, including, but not limited to, coding and programming; data communications, data conversion, and data analysis; architecture; planning; storage and retrieval; systems analysis and design; systems control; mobile applications; and equipment and services employed to collect, process, and present information to support the operation of an organization. The term also includes office automation, multimedia, telecommunications, and any personnel and support personnel required for planning and operations.”

¹⁰ A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to the advertisement requirements set forth in N.C.G.S. § 143-129(b), shall be approved by the Town Board at a regular meeting of the board. The Town Board has authorized electronic advertisement of all contracts subject to Article 8 of Chapter 143 of the NC General Statutes.

- (2) Would have resulted in the award of the contract to a different person or entity if the alterations had been included in the RFP.

Any proposals received in response to an RFP under this section shall not be subject to public inspection until a contract is awarded.

6.4 Leases of Personal Property

Contracts for the lease of personal property are not subject to the informal and formal bid thresholds and procedures unless:

- (1) The contract includes the option to purchase the personal property;
- (2) The Town will own the property at the end of the lease; or
- (3) The lease exceeds the useful life of the property.

If any of the above occur as a result of the lease, the lease will be treated as a purchase subject to the informal and formal bid thresholds and procedures.

Section 7- Qualifications-Based Selection

7.0 Professional Services Subject to Qualifications-Based Selection

N.C.G.S. § 143-64.31 (often referred to as the “Mini Brooks Act”) requires that all local governments, except in cases of special emergency involving the health and safety of the people or their property, announce all requirements for architectural, engineering, surveying, construction management at risk, design-build, and public-private partnership construction services and select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional service required, otherwise known as qualifications-based selection (“QBS”).

In accordance with N.C.G.S. § 133-1.1(a), a registered architect or engineer must prepare the plans and specifications for the following work:

- | | |
|---|---------------------|
| • Nonstructural work | \$300,000 and above |
| • Structural repair or new construction | \$135,000 and above |
| • Repair work affecting life safety systems | \$100,000 and above |

QBS shall include the use of good faith efforts as described in the Town’s Minority Business Participation Outreach Plan (**Exhibit D**) to notify minority firms of the opportunity.

QBS is typically accomplished by utilizing a request for qualifications (“RFQ”) to solicit statements of qualifications (“SOQs”) from interested parties. Examples of prior completed work may be solicited, submitted, and considered when determining demonstrated competence and qualification of professional services, but work product or design may not otherwise be solicited, submitted, or considered.

The selection of such firms must be made without regard to fee other than unit price information. If a fair and reasonable contract fee cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified

firm.

Unless exempted, the above-described requirements apply regardless of the estimated cost of the contract. Projects with an estimated professional fee in an amount less than \$50,000 may be exempted from the QBS process upon written approval by the Town Manager (**Exhibit F**). Best efforts should be made to use the Town's standard professional services contract template when contracting for professional services subject to QBS.

7.1 Design-Build and Design-Build Bridging Services

Prior to issuing an RFQ for design-build or design-build bridging services, the Town shall establish written criteria used for determining the circumstances under which the proposed method is appropriate for a project. At a minimum, such criteria shall address the elements set forth in N.C.G.S. § 143-128.1A(b) for design-build services and § 143-128.1B(b) for design-build bridging services. For design-building bridging services, the criteria shall not require the design-builder to provide the costs of the subcontractor work in the design criteria package.

The Town shall issue a public notice of RFQs for design-build services and design-build bridging services, including, at a minimum, general information on the elements contained in N.C.G.S. § 143-128.1A(c) for design-build services and § 143-128.1B(d) for design-build bridging services.

Following an evaluation of the SOQs received in response to the RFQ for design-build services, the three most highly qualified design-builders shall be ranked. If less than three qualified design-builders respond to the RFQ, the Town shall resolicit for design-builders. If less than three responses are received pursuant to the second solicitation, the Town may begin negotiations with the highest-ranked design-builder even though fewer than three responses were received. A similar evaluation process must be followed for design-build bridging services as set forth in N.C.G.S. § 143-128.1B(e).

Each design-builder shall certify in its SOQ to the Town that each design professional who is a member of the design-build team, including subconsultants, was selected based upon demonstrated competence and qualifications in the manner provided by N.C.G.S. § 143-64.31. After the contract has been awarded, key personnel on the design-build team may only be changed subject to written approval from the Town.

Selected design-builders shall provide performance and payment bonds to the Town in accordance with N.C.G.S § 44A-26 as more fully described in Section 8.10 below.

7.2 Construction Management at Risk Services

Construction management at risk services ("CMARS") may only be used by the Town after the Town Board has concluded that CMARS are in the best interest of the project after comparing the advantages and disadvantages of using the construction management at risk method for a given project in lieu of other delivery methods.

When utilizing CMARS, the Town shall contract directly with a licensed architect or engineer for design services and select a construction manager at risk (“CMAR”) through QBS with whom to enter a separate contract for all construction.

The CMAR shall publicly advertise for bids as prescribed in N.C.G.S § 143-129 and prequalify and accept bids from first-tier subcontractors for all construction work in accordance with N.C.G.S § 143-135.8 and Section 13 of this Policy. Prior to soliciting bids for the project’s first-tier subcontractors, the CMAR shall submit its plan for compliance with N.C.G.S § 143-128.2 and the Town’s HUB Outreach Plan for approval by the Town. When contracts are awarded pursuant to this section, the Town shall provide for a dispute resolution procedure as provided in N.C.G.S. § 143-128(f1).

The CMAR shall provide a performance and payment bond to the Town in accordance with N.C.G.S § 44A-26 as more fully described in Section 8.10 below.

Section 8- Construction and Repair Services

8.0 Construction and Repair Services

Contracts for construction and repair services that do not require QBS are subject to the NC bidding procedures and thresholds, as well as the Town’s policies for construction and repair contracts as shown in the construction and repair table (Table B).

Table B- Construction and Repair

The following local thresholds are established to govern construction/repair contracts.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
\$0 - \$10,000	- Multiple quotes not required	Town Manager or Designee
\$10,001 - \$29,999	- Multiple quotes recommended	Town Manager or Designee
\$30,000 - \$499,999	- Informal bid procedure required	Town Manager or Designee or Town Board (\$300,000+)
\$500,000 or greater	- Formal bid procedure required	Town Board

8.1 Licensing Requirements

Pursuant to N.C.G.S § 87-1, a licensed general contractor must oversee construction of any building, highway, public utilities, grading, or any improvement or structure when the cost of the work is \$30,000 or more. General contractor oversight is not required if the Town is

acting as its own general contractor by using its own forces (i.e. “force account work” as more fully described in Section 12). However, if the Town acts as its own general contractor, it must submit an owner-contractor affidavit to the local building inspector attesting to its eligibility to act as its own general contractor pursuant to N.C.G.S. § 87-14.

8.2 Minority Business Participation

The Town shall use good faith efforts to recruit and contract with minority business and adhere to the specific requirements for construction and repair contracts as set forth in the Town’s Minority Business Participation Outreach Plan (**Exhibit D**), including all reporting requirements set forth therein.

8.3 Verifiable Percentage Goal for Participation by Minority Businesses

All building projects costing \$100,000 or more, which are funded fully or in part with state appropriations or state grant funds shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of the work. This goal shall apply regardless of procurement method.

All locally funded building projects costing \$300,000 or more shall have a verifiable ten percent (10%) goal for participation by minority business in the total value of the work. This goal shall apply regardless of procurement method.

8.4 Nondiscrimination

Pursuant to N.C.G.S. § 143-128.2(h), public building contracts shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition.

8.5 Retainage

Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1 as follows:

- (1) The Town shall not retain more than five (5) percent of any periodic payment due a prime contractor.
- (2) When the project is 50% complete,¹¹ the Town, with written consent of the surety, shall discontinue retainage if the contractor continues to perform in a satisfactory manner and any identified nonconforming work has been corrected. If the Town determines that the contractor’s performance is unsatisfactory, the Town may reinstate retainage of each subsequent periodic payment up to the maximum amount of 5%.

¹¹ The project shall be deemed fifty percent (50%) complete when the contractor’s gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor’s gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

- (3) When a certificate of substantial completion is issued by the architect, engineer, or designer in charge of the project or upon beneficial occupancy, the Town, with written consent of the surety, must release all remaining retainage on payments to the contractor. However, the Town may retain sufficient funds to secure completion of the project or corrections on any work in an amount not to exceed two and a half (2.5) times the value of the remaining work to be completed or corrected.
- (4) Upon the Town's receipt of a certificate of substantial competition from the architect, engineer, or designer in charge of the project that a subcontractor's work is acceptable and in accordance with the contract documents, "line-item release" of retained funds is required for "early finishing trades" that have completed 100% of their work prior to the completion of 50% of the project. Early finishing trades include structural steel, piling, caisson, and demolition. At the time of the release, the Town shall reduce the retainage for such trades to five-tenths percent (.5%) of the contract.
- (5) Following 50% completion of the project, the Town is also authorized to withhold additional retainage, not to exceed five percent, from a subsequent periodic payment in order to allow the Town to retain two and a half percent (2.5%) through the completion of the project.

The existence of any third-party claims against the contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.

Notwithstanding the above, the Town may also withhold payment to the contractor in addition to the amounts authorized by this section for unsatisfactory job performance, defective construction not remedied, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

8.6 Dispute Resolution

The dispute resolution process adopted by the State Building Commission pursuant to N.C.G.S. § 143-135.26(11), or an alternative dispute resolution process adopted by the Town, will be available to all parties involved in Town projects for the erection, construction, alteration, or repair of any building. The applicable process will be available for issues arising out of the construction contract or construction process. The parties may require participation in the applicable process for any issues arising out of the contract or construction process when the amount in controversy is at least \$15,000. The parties may mutually agree to participate in the applicable process when the amount in controversy is less than \$15,000.

8.7 Contracts for Building Projects Exceeding \$300,000

Contracts involving the erection, alteration, or repair of buildings ("building projects") exceeding \$300,000 in cost are also subject to additional statutory requirements as set forth in Sections 8.8, 8.9, and 8.10.

The additional requirements do not apply to:

- (1) Contracts for construction and repair contracts not involving buildings;
- (2) The purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site; and
- (3) Building projects costing \$300,000 or less.

8.8 Methods for Awarding Building Project Contracts

Building projects costing more than \$300,000 shall be awarded pursuant to any of the following methods:

- (1) Separate-prime bidding
- (2) Single-prime bidding
- (3) Dual bidding
- (4) CMAR
- (5) Design-build
- (6) Design-build bridging
- (7) Public-private partnership
- (8) Alternative contracting methods authorized by the State Building Commission pursuant to N.C.G.S. § 143-135.26(9)

8.9 Preparation of Separate Specifications

At a minimum, separate specifications shall be prepared for each of the following subdivisions or branches of work to be performed in relation to building projects when the cost thereof is greater than \$300,000:

- (1) Heating, ventilating, air conditioning and accessories (separately or combined into one conductive system), refrigeration for cold storage (where the cold storage cooling load is 15 tons or more of refrigeration), and all related work.
- (2) Plumbing and gas fittings and accessories, and all related work.
- (3) Electrical wiring and installations, and all related work.
- (4) General work not included in subdivisions (1), (2), and (3) of this subsection relating to the erection, construction, alteration, or repair of any building.

The above enumeration of subdivisions or branches of work shall not be construed to prevent the preparation of additional specifications for any other category of work.

8.10 Performance and Payment Bonds

Performance and payment bonds are required for each construction or repair contract over \$50,000 when the total cost of the construction or repair project exceeds \$300,000.

Performance bonds shall be for 100% of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. The performance bonds shall be solely for the protection of the contracting body that is constructing the project. The performance bond shall become effective upon the awarding of the construction contract must be issued by a company legally

authorized to do business in NC.

Payment bonds shall be for 100% of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. Payment bonds shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable. The payment bond shall become effective upon the awarding of the construction contract and must be issued by a company legally authorized to do business in NC.

8.11 Rejection of Formal Bids

Bids for construction or repair work contracts with an estimated cost of \$500,000 or more (formal bid range) may only be rejected by the Town Board.

Section 9- Other Services

9.0 Other Services

Contracts for services not involving construction or repair, and which do not constitute professional services requiring QBS, are not subject to the NC bidding procedures and thresholds. However, multiple quotes are recommended for procurement of other services with an anticipated cost in excess of \$10,000. Best efforts should be made to utilize the Town's standard service contract template when contracting for other services.

9.1 Installations

When determining whether an "installation" service involves construction or repair, consideration should be given to whether a general contracting license is required to perform the installation. If so, the installation should be treated as a construction or repair service subject to NC bidding procedures and thresholds instead of a service that is not subject to the established bidding procedures and thresholds.

Section 10- Formal Bidding Procedures

10.0 Formal Bidding Thresholds

Unless one of the exceptions to the formal bidding requirements as more fully discussed in Section 12 applies, construction and repair work with an estimated cost of \$500,000 or more and purchases of apparatus, supplies, materials, or equipment with an estimated cost of \$90,000 or more are subject to the formal bidding procedures set forth in N.C.G.S. § 143-129. Contracts subject to the formal bidding procedures must be awarded to the lowest, responsive,¹² responsible bidder¹³ taking into consideration quality, performance, and the

¹² A bid is responsive if it meets all applicable legal requirements and conforms substantially to the bid specifications.

¹³ A bidder is responsible if the bidder has the skill, judgment, and integrity necessary to faithfully perform the contract, has sufficient financial resources to perform the contract, and has the ability to perform the contract.

time specified in the bid proposals for the performance of the contract.

10.1 Advertisement of Contracts within the Formal Bidding Threshold

Contracts subject to formal bidding procedures must be advertised in a newspaper of general circulation in the Town, online, or both seven (7) days prior to the opening of bids.¹⁴

The advertisement shall:

- (1) state the time and place where plans and specifications of proposed work or a complete description of the apparatus, supplies, materials, or equipment may be had;
- (2) state the time and place for opening of the proposals; and
- (3) reserve to the board or governing body the right to reject any or all proposals.

10.2 Form of Formal Bids

Formal bids must be sealed. However, reverse auction and electronic bidding may be used as alternative competitive bidding methods for purchase contracts subject to the formal bidding procedures in accordance with N.C.G.S. § 143-129.9.

Reverse auctions shall not be utilized for the purchase or acquisition of construction aggregates, including but not limited to, crushed stone, sand, and gravel.

10.3 Deposit or Bid Bond Required

Bids for construction and repair contracts subject to formal bidding procedures must be accompanied by a deposit of cash, a cashier's check, or certified check from a bank insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five (5) percent of the proposal. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.

In lieu of a deposit, the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina, conditioned that the surety will make payment to the Town if the bidder fails to execute the contract in accordance with the bid bond.

10.4 Minimum Number of Formal Bids

A minimum of three bids must be received for construction and repair contracts subject to the formal bidding procedures. If the minimum number of bids is not received, the Town shall readvertise for bids. After readvertisement, the Town may award the contract to the lowest, responsive, responsible bidder even if three bids are not received. There is no minimum bid requirement for contracts for the purchase of apparatus, supplies, materials, or equipment subject to the formal bidding procedures.

¹⁴ See *supra* note 10.

10.5 Deviations

Minor deviations or defects in bid submittals can be waived if the waiver does not disadvantage other bidders. Material deviations in bid submittals or statutory requirements may not be waived. Under no circumstances may the bidder modify or correct their bid.

10.6 Withdrawal of Bids

A formal bid can be withdrawn without any bid deposit or bond being forfeited at any time before the bid opening. However, once the bids have been opened, a bidder can withdraw their bid without forfeiting any bid deposit or bond only if the bid price was based on a substantial error that was clerical in nature (not a judgment error) and the bid was submitted in good faith.

The substantial error must have been due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, apparatus, supplies, materials, equipment or services made directly in the compilation of the bid.

A request to withdraw a bid after the bid opening must be made to the Town in writing no later than 72 hours after the opening of the bids, or for a longer period as may be specified in the instructions to bidders provided prior to the opening of the bids.

Upon receipt of a request to withdraw a bid, the Town shall promptly hold a hearing on the request. Reasonable notice of the time and place of the hearing shall be provided to the bidder requesting withdrawal. The bidder, either in person or through counsel, may appear at the hearing and present any additional facts and arguments in support of the request to withdraw the bid. The Town shall issue a written ruling allowing or denying the request to withdraw within five days after the hearing.

If the Town finds that the price bid was based upon a mistake of the type described in the first and second paragraphs of this section, then the Town shall issue a ruling permitting the bidder to withdraw without forfeiture of any bid bond or deposit. However, no withdrawal of a bid which would result in the award of the contract on another bid of the same bidder, the bidder's partner, or to a corporation or business venture owned by the bidder or in which the bidder has interest shall be permitted.

If the Town finds that the price bid was based upon a mistake not of the type described in the first and second paragraph of this section, then the Town shall issue a ruling denying the request to withdraw and requiring the forfeiture of any bid bond or deposit.

A denial by the Town of the request to withdraw a bid shall have the same effect as if an award had been made to the bidder and a refusal by the bidder to accept had been made, or as if there had been a refusal to enter into the contract, and the bidder's bid deposit or bid bond shall be forfeited.

Any ruling by the Town denying a request to withdraw may be appealed by the bidder within 20 days after receipt of said ruling by filing a civil action in any court of competent jurisdiction in North Carolina.

If a bid is successfully withdrawn, action on the remaining bids shall be taken as though the withdrawn bid had not been received. Notwithstanding the foregoing, the withdrawn bid will count for the purposes of satisfying the minimum number of bids required in Section 10.4. No bidder who is permitted to withdraw a bid shall supply any material or labor to, or perform any subcontract or work agreement for, any person to whom a contract or a subcontract is awarded in the performance of the contract for which the withdrawn bid was originally submitted, without the prior written approval of the Town. Violators of the provisions of the foregoing sentence shall be guilty of a Class 1 misdemeanor.

If it is necessary to readvertise the contract pursuant to Section 10.9, any bidder who filed a request to withdraw their original bid for the contract shall not be permitted to rebid.

10.7 Public Bid Opening

All sealed bids shall be opened in public, and the contract shall be awarded to the lowest, responsive, responsible bidder. Proposals may be rejected for any reason determined by the awarding authority to be in the best interest of the Town.

Sealed bids become public records once opened.

10.8 Negotiations

In the event the lowest, responsive, responsible bid is in excess of funds available for the formally bid project or purchase, the Town is authorized to enter negotiations with the lowest, responsive, responsible bidder by making reasonable changes in the plans and specifications as may be necessary to bring the contract price within the funds available.

10.9 Readvertising

If a contract cannot be let under the above conditions, including negotiations as permitted in Section 10.8, the contract must be readvertised after having made such changes in plans and specifications as may be necessary to bring the cost of the project or purchase within the funds available therefor.

Section 11- Informal Bidding Procedures

11.0 Informal Bidding Thresholds

All contracts for construction and repair work with an estimated cost between \$30,000 and \$499,999 and for purchases of apparatus, supplies, materials, or equipment with an estimated cost between \$30,000 and \$89,999 are subject to the informal bidding procedures as set forth in N.C.G.S. § 143-131 and must be awarded to the lowest, responsive, responsible bidder

taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

11.1 Form of Informal Bids

No specific form is required for informal bids.

11.2 Minimum Number of Informal Bids

There is no minimum number of bids for purchase and construction or repair contracts subject to the informal bidding thresholds and procedures.

11.3 Deviations

Minor deviations or defects in bid submittals can be waived if the waiver does not disadvantage other bidders. Material deviations in bid submittals or statutory requirements may not be waived. Under no circumstances may the bidder modify or correct their bid.

11.4 Record of Bids

Any department entering a contract pursuant to the informal bidding procedures must keep a record of all bids submitted as required by the adopted retention schedule. The record of bids (and bid documents) shall become public record when the contract is awarded.

Section 12- Exceptions to Competitive Bidding Requirements

12.0 Exceptions to Competitive Bidding Requirements

The Legal Department should be consulted prior to letting a contract under an exception to the competitive bidding requirements in order to ensure that the exception's application is appropriate and that all procedural requirements for the application of the exception are satisfied.

12.1 Common Exceptions to the Competitive Bidding Requirements

Exceptions to the competitive bidding requirements include:

- 1) Purchase, lease, or acquisition of apparatus, supplies, materials, or equipment from other units of government pursuant to N.C.G.S. § 143-129(e)(1).
 - Applies to informal and formal purchases, leases, and acquisitions directly from another unit of federal, state, or local government in the United States.
- 2) Emergency pursuant to N.C.G.S. § 143-129(e)(2).
 - Applies to contracts for informal and formal purchases and construction and repair work to address present, immediate, and existing cases of special emergency involving the health and safety of the people or their property. However, this

- exception does not apply to purchases made to address anticipated circumstances that may arise in the future.
- This exception is not applicable if the Town can comply with the competitive bidding requirements without causing harm to public health and safety or damage to property.
 - Despite the applicability of the exception for state law purposes, federal regulations may require compliance with competitive bidding procedures for contracts involving the use of federal funds.
- 3) Group purchasing programs pursuant to N.C.G.S. § 143-129(e)(3).
 - Applies to informal and formal purchases made through a group purchasing program, which is a formally organized program that uses a competitive bidding process and offers discount prices to at least two (2) or more public agencies.
 - 4) Change orders pursuant to N.C.G.S. § 143-129(e)(4).
 - Applies to construction and repair work undertaken during the progress of a construction or repair project that was competitively bid pursuant to the formal or informal bidding procedures and which is within the scope of the original project.
 - 5) Fuel purchase pursuant to N.C.G.S. § 143-129(e)(5).
 - Applies to purchases of gasoline, diesel fuel, alcohol fuel, motor oil, fuel oil, or natural gas less than \$30,000.
 - When the cost of the purchase is \$30,000 or more (including purchases that would otherwise be in the formal bidding range), informal bidding requirements apply.
 - 6) Sole source purchases pursuant to N.C.G.S. § 143-129(e)(6).
 - Applies to informal and formal purchases when performance or price competition is not available, the product is available from only one source, or standardization or compatibility is the overriding consideration for the purchase.
 - All sole source purchases must be approved by the Town Board prior to award of the contract and this approval may not be delegated.
 - 7) Purchase of information technology through contracts established by the North Carolina Department of Technology pursuant to N.C.G.S. § 143-129(e)(7).
 - 8) Guaranteed energy savings contracts (“GESCs”) pursuant to N.C.G.S. § 143-129(e)(8).
 - Applies to GESC for construction or repair work and related purchases for improvements to existing facilities to achieve energy savings sufficient to pay for the costs of the improvements over the term of the contract.
 - These contracts are governed by Article 3B of Chapter 143 of the N.C.G.S.
 - 9) State contract purchases pursuant to N.C.G.S. § 143-129(e)(9).
 - Applies to purchases from vendors under contract with any North Carolina state agency, so long as the vendor is willing to sell the same item under the same or more favorable prices, terms, and conditions as offered under the state contract.

- 10) Federal contract purchases pursuant to N.C.G.S. § 143-129(e)(9a).
- Applies to purchases from vendors under contract with any federal agency, so long as the vendor is willing to sell the same item under the same or more favorable prices, terms, and conditions as offered under the federal contract.
- 11) Used good purchase pursuant to N.C.G.S. § 143-129(e)(10).
- Applies to purchases of used goods from a public or private entity.
 - Remanufactured, refabricated, or demo goods are not included under this exception.
- 12) Piggyback pursuant to N.C.G.S. § 143-129(g).
- Applies to purchases from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process substantially similar to that required by N.C.G.S. § 143-129 contracted to furnish apparatus, supplies, materials, or equipment to any federal, state, or local government in the U.S if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency.
 - Only applies to purchases in the formal bid range and requires Town Board approval at a regular meeting after at least 10 days' public notice.
- 13) Force account work pursuant to N.C.G.S. § 143-135.
- Construction or repair work undertaken by the Town when:
 - i. the work is performed by Town officers or agendas using force account qualified labor on the Town's permanent payroll; and
 - ii. either the total cost of the project, including without limitation all direct and indirect costs of labor, services, materials, supplies, and equipment, does not exceed \$500,000 or the total cost of labor on the projection does not exceed \$200,000.

Section 13- Prequalification

13.0 Prequalification

Prequalification is a process to impartially determine whether potential bidders are qualified to bid on a specific construction or repair work project by evaluating their skill, judgement, integrity, sufficiency of financial resources, and ability to faithfully perform under the contract.

Bidders may only be prequalified for construction or repair work when:

- (1) The Town is using separate-prime, single-prime, or dual bidding construction methods.
- (2) An assessment tool and criteria for the construction or repair work project,¹⁵ including prequalification scoring values and minimum required scores for prequalification, have been adopted by the Town Board.

¹⁵ The assessment tool and criteria must be rationally related to the specific construction or repair work project.

Prequalification may not be used for the selection of any qualification-based services as addressed in Section 7 of this Policy.

13.1 Prequalification Procedures

The prequalification procedures set forth in this Section 13.1 shall apply equally to all potential bidders for construction and repair work contracts that the Town opts to prequalify bidders for.

Upon adoption of an assessment tool and criteria for the construction or repair work project pursuant to Section 13.0, the department letting the contract for the project shall establish a prequalification application form incorporating the adopted assessment tool and criteria for the project.

At a minimum, the application form for the project:

- (1) Must clearly state the prequalification criteria and assessment process for the project;
- (2) Must permit bidders to submit history or experience with projects of similar size, scope, or complexity; and
- (3) Must not require that the bidder have been previously awarded a construction or repair work project by the Town.

The application form should require the potential bidders to address the following additional information:

- (1) Contact information. Including address, telephone number, and email address for notice of decision.
- (2) Organizational Structure. Including a list of all owners, officers, partners, or individuals authorized to represent or conduct business on behalf of the potential bidder.
- (3) Classification. Including all required licensures and the type of work typically performed by the potential bidder.
- (4) Financial status. Including a minimum of one year of complete, audited financial statements from the most current period available.
- (5) Litigation/Claims. Information regarding the potential bidder's litigation history and any outstanding litigation claims.
- (6) Timeliness. Information regarding its success at completing projects on time, including the payment of liquidated damages resulting from missed deadlines.
- (7) Capacity. Information demonstrating sufficient bonding capacity, insurance, and resources, and manpower for the project.
- (8) Safety. Information demonstrating an acceptable safety history including copies of any complaints, safety violations, or reports from the North Carolina Qualifications Board, OSHA, or any other regulating agency.

All potential bidders who meet the prequalification criteria, as determined by the Town, shall be prequalified to bid on the construction or repair work project.

If the Town opts to prequalify potential bidders for a construction or repair work project, bids submitted during the solicitation period by any bidder not prequalified shall be deemed

nonresponsive unless the bidder successfully protests the denial of prequalification pursuant to Section 13.4.

Notwithstanding the foregoing, if the construction or repair work project involves federal funding, potential bidders shall not be precluded from qualifying during the solicitation periods in accordance with Article 3, Section N of the Town's Uniform Guidance Procurement Policy (**Exhibit B**).

13.2 Notice of Prequalification Opportunity

Notice of the prequalification opportunity shall be posted on the Town's website for a minimum of one week and state where the application form may be obtained and the deadline for submitting the application for prequalification. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the Town.

13.3 Notice of Prequalification Decision

Potential bidders shall be promptly notified of the Town's prequalification decision via e-mail. Notifications denying prequalification shall include the reason(s) for denial. Notice shall be provided prior to the advertisement of any request bids for the project and with sufficient time for a potential bidder to protest the denial of prequalification in accordance with Section 13.4.

13.4 Prequalification Protest Procedures

The following protest procedures shall apply to denials of prequalification:

- (1) Any party wishing to protest (the "Protestor") a denial of prequalification shall, within 72 hours of receiving the Town's intent to deny prequalification, deliver a written statement to the Town Clerk outlining:
 - a. the specific actions being protested;
 - b. how the Protestor was harmed by the protested action; and
 - c. any relief requested.
- (2) The Town Clerk will inform the Town Manager and Deputy Town Manager that a formal protest has been received.
- (3) The Town Manager and/or Deputy Town Manager will review the written protest statement for merit.
- (4) During the review process, the Town Manager and/or the Deputy Town Manager will consult with the Director of the department which prequalified the potential bidders. An interview may be requested with the Protestor.
- (5) The Town Manager and/or Deputy Town Manager will, within 10 days of receiving the protest, make a final determination concerning the protest after a complete review of the data and interview with the Protestor, when applicable.
- (6) The Protestor will be notified, in writing, of the decision of the Town Manager. The decision of the Town Manager concerning the protest is final.

Section 14- Procurement Procedures

14.0 Procurement Procedures

Each department is responsible for submitting purchase order requisition forms to and securing purchase orders from the Finance Department prior to Town funds being disbursed. The procurement procedures discussed in this Section 14 apply in addition to the other contracting procedures detailed in this Policy.

14.1 Purchase Order Requisitions

For all procurements exceeding \$3,000 (excluding sales tax and including freight), a purchase order requisition form and supporting documentation (i.e. price quotes) must be submitted to the Finance Department for approval prior to the issuance of a purchase order.

14.2 Purchase Orders

Purchase orders are required for all procurements exceeding \$3,000 (excluding sales tax and including freight). Purchase orders are generated by the Finance Department from the purchase order requisitions submitted pursuant to Section 14.1. Purchase orders must be pre-audited by the Finance Director. Vendors that are issued a purchase order must have a vendor number assigned by the Finance Department after the submission of a vendor form, W-9, and certificate of insurance, when required. Purchase orders may be issued by the Finance Department for purchases less than \$3,000 upon request of the vendor.

Employees shall not obligate Town funds prior to receipt of a purchase order unless utilizing a Town-issued procurement card in accordance with the Town's Electronic Payment Policy (**Exhibit A**).

14.3 Emergency Procurement

Notwithstanding Sections 14.1 and 14.2 above, emergency procurement procedures may be utilized for present, immediate, and existing cases of special emergency involving the health and safety of the people or their property.

If the emergency occurs during Town Hall business hours, the department director for the department experiencing the qualifying emergency shall contact the Finance Department and provide the following information for the emergency procurement:

- (1) Vendor or business name;
- (2) Requesting department;
- (3) Name of requestor; and
- (4) Approximate cost of the procurement.

Upon receipt of the above information, the Finance Department shall issue a verbal emergency purchase order number. As soon as practicable, the department director shall provide the Finance Department with a purchase order requisition form for the emergency

purchase order.

If the emergency occurs outside of Town Hall business hours, the department director for the department experiencing the qualifying emergency shall assume full responsibility for determination that an emergency exists and approve necessary procurement. The department director should advise the vendor of the emergency and that a purchase order will be processed as soon as possible. The Finance Department shall make best efforts to process the purchase order within 24 hours of the purchase.

14.4 Cancellation of Purchase Orders

When a purchase order requires cancellation, the department requesting the cancellation shall cancel the order by contacting the vendor or business. Written confirmation from the vendor or business acknowledging the cancellation must be submitted to the Finance Department.

Any contract associated with the purchase order should also be terminated by the department requesting the cancellation. Written confirmation of the termination from the vendor or business acknowledging the termination must be submitted to the Finance Department.

14.5 Change Orders for Construction Contracts

Change orders for construction contracts must be submitted to the Finance Department in writing and provide a detailed breakdown of the proposed changes in price and scope of work.

Change orders requiring additional funding must be pre-audited. Any change order for which funds are not available within the project's budget require a budget amendment.

Any contract associated with a change order should be amended to reflect the changes contained in the change order.

Section 15- Required Contract Terms for External Contracts

15.0 Required Contract Terms

When using an external contract as described in Section 2.1, the following information must be included in the external contract:

- (1) Names of the parties.
- (2) Date the agreement is effective and the date the contract ends (termination date).
- (3) Acceptable methods of notice and the names and addresses where any notices should be sent.
- (4) Payment terms and methods.

- (5) Responsibilities and obligations of the parties.
- (6) Insurance provisions.
- (7) Pre-audit certification.
- (8) Procedures for early termination of the agreement and termination for default.

The terms and conditions in the Town's External Contract Addendum (**Exhibit C**), as may be amended from time to time, shall also be included in the external contract.

Section 16- Capital Assets

16.0 Capital Assets Defined

Governmental Accounting Standards Board (GASB) Statement No. 34 defines capital assets as including the following: "...vehicles, machinery, equipment, works of art and historical treasures, ... and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period."

16.1 Capital Asset Management

Each department director or their designee is responsible for maintaining an accurate inventory of the tangible capital assets under the control of their department, including the year, make, model, and VIN of all vehicles and the brand, model, serial number, and other identifying information of machinery and equipment. Newly purchased vehicles, machinery, equipment, and other tangible assets should be reported to the Finance Department within five (5) business days from the date of receipt of the asset. If the value of the asset exceeds \$1,000, notice of the purchase should also be reported to the Town's Risk Manager within five (5) business days for inclusion of the asset in the Town's insurance coverage.

Lost, stolen, sold, retired, decommissioned, or otherwise disposed of capital assets should be reported to the Finance Department within five (5) business days of the disposition of the asset. The Risk Manager should also be informed of the disposition of assets exceeding \$1,000 in value within five (5) business days so that the asset may be removed from the Town's insurance coverage.

Section 17- Surplus Personal Property

17.0 Surplus Personal Property Defined

Surplus personal property is defined as any Town-owned personal property that the continued use of is uneconomical or inefficient or which serves no governmental function or further use to the Town.

17.1 Authority to Declare Personal Property as Surplus

Pursuant to § 160A-266, personal property may be declared as surplus by the Town Manager when the value of any one item of the personal property or group of personal

property items is valued at less than \$30,000. The Town Board shall declare personal property valued above \$30,000 as surplus.

17.2 Procedure to Declare Personal Property as Surplus

It shall be the duty of each department director to notify the Town Manager of personal property within their department that they believe to be surplus as defined in Section 17.0. The notification shall be in the form of a written memorandum describing the property including the age, type, quantity, and estimated value of the property. The memorandum shall also include the reason that the property is believed to be surplus.

If the property is valued at less than \$30,000, the Town Manager shall review and evaluate the memorandum, considering all relevant feasible uses of the property and determine whether the property should be declared as surplus. The Town Manager shall notify the department director of his or her decision as to whether the property has been declared surplus.

For personal property valued above \$30,000, the memorandum describing the property shall be added to a Town Board agenda for consideration and the Town Board shall determine whether the property should be declared surplus.

17.3 Disposal of Surplus Personal Property Valued Less Than \$30,000

Pursuant to N.C.G.S. § 160A-266(c), the Town Manager is authorized to:

- 1) set the fair market value of surplus property valued less than \$30,000 using reasonable means of valuation;
- 2) sell the property efficiently and economically via any method of sale authorized by N.C.G.S. § 160A-266; and
- 3) convey title to the property without further action by the Town Board.

The Administration Department shall keep a record of all property sold pursuant to this Section 17.3 and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

17.4. Disposal of Surplus Personal Property Valued Greater Than \$30,000

Surplus personal property valued greater than \$30,000 may be disposed of pursuant to any method of sale authorized by N.C.G.S. § 160A-266, including by private negotiation and sale in accordance with Section 7.3 of the Town Charter, and the selected method's procedural requirements as set forth in Article 12 of Chapter 160A of the N.C.G.S.

17.5 Discarding Personal Property

Notwithstanding Sections 17.3 and 17.4, the Town Manager may discard any personal property that:

- 1) is determined to have no value;
- 2) remains unsold or unclaimed after the Town has exhausted efforts to sell the property using any applicable procedure under Section 17.3 and 17.4; or
- 3) poses a potential threat to the public health or safety.

Section 18- Amendments

This Policy and the policies attached hereto are administrative in nature and may be amended from time to time by the Town Manager, upon the review and advice of the Town Attorney, as necessary to comply with legislative changes.

Town of Huntersville Purchasing and Contracting Policy Appendix

Electronic Payment Policy.....	Exhibit A
Uniform Guidance Policies.....	Exhibit B
External Contract Addendum.....	Exhibit C
Minority Business Outreach Plan.....	Exhibit D
Delegation of Contracting Authority.....	Exhibit E
QBS Exemption Form.....	Exhibit F

CONTRACTING AND PURCHASING POLICY

EXHIBIT A

Electronic Payment Policy

	Title: Town of Huntersville Electronic Payment Policy
	Description: Outlines the Town's electronic payment procedures.
	Adopted By: Town Board of Commissioners
	Date:

TOWN OF HUNTERSVILLE ELECTRONIC PAYMENT POLICY

Section 1- Purpose

This Electronic Payment Policy ("Policy") is intended to establish internal controls and procedures for the execution of electronic payments by the Town of Huntersville (the "Town"). All electronic payments shall comply with applicable pre-audit and disbursement requirements set forth in North Carolina General Statutes ("N.C.G.S.") § 159-28 and the rules for electronic payments as adopted by the Local Government Commission (the "LGC").

Section 2- Definitions

The following definitions shall apply to this Policy:

Electronic Payment

Payment by charge card, credit card, debit card, gas card, procurement card, or electronic funds transfer.

Encumbrance System

The system used by the Town to track obligations. As of the date of this Policy adoption, the Town's electronic encumbrance system is Munis Financials.

Electronic Funds Transfer ("EFT")

A transfer of funds by using an electronic terminal, a telephone, a computer, or a magnetic tape to instruct or authorize a financial institution or its agent to credit or debit an account.

Automated Clearing House ("ACH")

An ACH is a computer-based electronic funds transfer network that facilitates payments between participating financial institutions.

Section 3- Applicability

This Policy and the procedures included herein shall apply to all electronic payments made by any Town personnel or paid from Town funds. This Policy shall supersede the Town's Procurement Card Policy adopted on May 7, 2018.

Section 4-Roles and Responsibilities

In addition to roles and responsibilities of the Finance Department described in Section 5 below, the Finance Department, in conjunction with each department director, is responsible for ensuring employee compliance with this Policy as may be updated from time to time.

Section 5-Policy

In accordance with N.C.G.S. § 159-28, it is the Town's policy that the Finance Director or Deputy Finance Officer¹⁶ shall preaudit Town obligations and approve or disprove disbursements of Town Funds, including those obligations and disbursements associated with electronic payments.

As required by the rules for electronic payments adopted by the LGC and incorporated into the North Carolina Administrative Code ("NCAC") at 20 NCAC 03.0409 and 20 NCAC 03.0410:

- 1) A resolution authorizing the Town to engage in electronic payments as defined by N.C.G.S. § 159-28 was adopted on May 7, 2018.
- 2) The Finance Department utilizes an encumbrance system for tracking obligations.
- 3) This Policy incorporates internal controls to ensure that:
 - A) the amount claimed is payable;
 - B) there is a budget, project, or grant ordinance appropriation authorizing the expenditure;
 - C) sufficient budgeted monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance;
 - D) the amount of the transaction is recorded in the Town's encumbrance system;
 - E) that the unit has sufficient cash to cover the payment.
- 4) The Finance Department is responsible for providing training to all personnel regarding this Policy and the procedures that shall be followed before undertaking an electronic payment; and
- 5) The Finance Department is responsible for providing the Town Board with a monthly budget-to-actual statement including the information required by the 20 NCAC 03 .0409(a)(5).

¹⁶ The Deputy Town Manager is approved by the Board of Commissioners for the Town of Huntersville (the "Town Board") to act as Deputy Finance Officer pursuant to Chapter 159 of the N.C.G.S. The Deputy Finance Officer and Town Manager are authorized by the Town Board to countersign checks and drafts on official depository pursuant to N.C.G.S § 159-25(b).

Section 6- Procedures

6.0 Procedures

To ensure that the procedural preaudit and disbursement requirements for each type of electronic payment as described in Sections 6.1 to 6.4 below are met, the following procedures shall apply.

6.1 Town Procurement Card Procedures

1) SCOPE AND TERMS OF USE

Procurement cards should only be used when:

- A) The items and/or services to be purchased are for the official Town business. The use of a Town procurement card to acquire or purchase goods or services for reasons other than the official use of the Town is fraudulent use and will be handled according to the disciplinary procedures as listed in the Town's Personnel Policy.
- B) The types of items and/or services to be purchased are an appropriate use of the card. Examples of appropriate uses include payment for training registrations, educational tools such as books, travel expenses, to reduce the number of credit accounts with local suppliers, and other items or services as may be determined by the Finance Director. The card may not be used to purchase alcoholic beverages.
- C) The cost of the proposed purchase does not exceed the transaction limit agreed to by the employee and the department director as documented in the Enrollment Form on file with the Finance Department. The cardholder must retain vendor receipts and records of orders to reconcile monthly procurement card statements. Failure to submit receipts and/or records of purchases may result in the employee reimbursing the Town for the full amount charged to the procurement card. Repeated failures to submit receipts and/or records of purchases may result in revocation of the procurement card and/or disciplinary actions as described in the Town's Personnel Policy.

2) ISSUANCE AND CANCELLATION

Procurement cards may be issued upon the recommendation of an employee's department director, or in the case of a department director, upon the recommendation of the Town Manager or Deputy Town Manager ("Town Management"). Each cardholder must sign and complete an Enrollment Form (see attached) prior to card issuance. The Enrollment Form must include a transaction limit as approved by the enrolling employee's department director or, in the case of a department director, Town Management.

Enrollment Forms will be reviewed for completeness by the Finance Director prior to card issuance.

The Finance department is to be notified immediately when a card is lost, misplaced, or stolen so that appropriate account cancellation can be achieved.

Department directors or Town Management should notify the Finance Director upon a cardholder's separation from Town employment to facilitate the cancellation of the account. The card will be destroyed by the Finance Department.

3) PAYMENT OF CHARGES

The Finance Department, in coordination with each department, will ensure and certify that sufficient funds are available to pay for one month of anticipated procurement card purchases for all cardholders. The monthly transaction limit for each cardholder will be encumbered in compliance with state statutes to prevent spending over budgetary limits.

Each cardholder shall reconcile their monthly procurement card statement with their monthly receipts and records of purchase. Reconciled statements should be signed by the cardholder and forwarded to the department director or Town Management for review. Any disputed transactions will be referred to Finance.

The department director or Town Management will review the reconciled statement, mark the statement as "approved for payment", sign, and forward the statement and associated receipts and/or records of purchase to the Finance Department monthly. If the expense is for more than one account, the distribution of expenditures must also be marked on the statement.

Cardholders acknowledge that detailed receipts noting what was purchased and in sufficient detail to determine sales tax amount must be submitted.

6.2 Fuel Card Procedures

At the beginning of each fiscal year, the Finance Director will encumber each department's annual budgeted amount for fuel. Monthly fuel invoices for each department are reviewed by the corresponding department directors. Upon authorization for payment, the invoiced amount is then liquidated from the encumbrance system. At the end of the fiscal year, any remaining funds on the encumbrance will be completely liquidated. No remaining funds will be carried forward to the following year.

Fuel cards are specific to Town vehicles and do not allow for non-fuel purchases. Fuel cards should not be used to purchase fuel for vehicles that are not authorized.

6.3 Other Card Procedures

Certain Town departments utilize Lowe's Home Improvement and Sam's Club credit cards to purchase Town supplies. Similar to procurement cards, these cards may only be issued upon the recommendation of department directors or Town Management and after a transaction limit has been assigned to the card by the cardholder's department director or Town Management.

The Finance Department, in coordination with each department utilizing these types of cards, will ensure and certify that sufficient funds are available to pay for one month of anticipated card purchases for all cardholders. The monthly transaction limit for each cardholder will be encumbered in compliance with state statutes to prevent spending over budgetary limits.

Monthly card statements shall be reconciled with monthly receipts and records of purchase. Reconciled statements should be signed by the cardholder and forwarded to the department director or Town Management for review. Any disputed transactions will be referred to Finance.

The department director or Town Management will review the reconciled statement, mark the statement as “approved for payment,” sign, and forward the statement and associated receipts and/or records of purchase to the Finance Department by the 10th of each month. If the expense is for more than one account, the distribution of expenditures must also be marked on the statement.

Cardholders acknowledge that detailed receipts noting what was purchased and in sufficient detail to determine sales tax amount must be submitted.

6.4 Electronic Funds Transfer (EFT) Procedures

EFTs are initiated and processed by designated Finance Department employees. It is the policy of the Town that the initiator of an EFT will:

- 1) Ensure that the amount claimed is payable.
- 2) Ensure there is an appropriate budget, project, or grant ordinance appropriation authorizing the expenditure.
- 3) Ensure that sufficient monies remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year if the expenditure is accounted for in the budget ordinance, or the entire amount if the expenditure is accounted for in a project or grant ordinance.
- 4) After determining that the Town has sufficient cash to cover the payment, an accounts payable entry sheet is prepared and pre-audited by the Finance Director.
- 5) In compliance with the dual signature requirement set forth by N.C.G.S. § 159-25, the Finance Director authorizes the payment and obtains the Deputy Finance Officer’s¹⁷ signature prior to disbursement of the payment.

¹⁷The Deputy Finance Officer and Town Manager are authorized to countersign checks and drafts on official depository in order to satisfy the dual signature requirements of N.C.G.S. § 159-25.

6.5 Automated Clearing House (ACH) Payment Procedures

ACH payments are initiated by the Finance Department through the Town's financial system. These are processed similar to check payments and are automatically subjected to the Town's pre-audit requirements to ensure that funds are available in the account before the payment is authorized and processed. The ACH initiator will:

- 1) Ensure that the amount claimed is payable.
- 2) Ensure there is an appropriate budget, project, or grant ordinance appropriation authorizing the expenditure.
- 3) Ensure that sufficient monies remain in the appropriation to cover the amount that is expected to be paid out in the current fiscal year if the expenditure is accounted for in the budget ordinance, or the entire amount if the expenditure is accounted for in a project or grant ordinance.
- 4) After determining that the Town has sufficient cash to cover the payment, an accounts payable entry sheet is prepared and pre-audited by the Finance Director.
- 5) In compliance with the dual signature requirement set forth by N.C.G.S. § 159-25, the Finance Director authorizes the payment and obtains the Deputy Finance Officer's¹⁸ signature prior to disbursement of the payment.

It is also possible that arrangements may be made for funds to be automatically drafted from Town accounts to facilitate payments. In these circumstances, a Purchase Order should be established in advance to encumber either:

- 1) The total possible amount to be paid or
- 2) For cyclical or recurring drafts, the amount of a cycle or period, including a margin of safety if the amount is variable.

Section 7- Non-Compliance

Any obligation incurred in violation of the requirements set forth in N.C.G.S. § 153-28 is invalid and may not be enforced. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Town's Personnel Policy and may be held personally responsible for obligations incurred as set forth in N.C.G.S. § 153-28.

¹⁸ The Deputy Finance Officer and Town Manager are authorized to countersign checks and drafts on official depository in order to satisfy the dual signature requirements of N.C.G.S. § 159-25.

**TOWN OF HUNTERSVILLE
PROCUREMENT CARD ENROLLMENT FORM**

(Complete Sections I through IV prior to submission to Finance Department.)

I. EMPLOYEE/CARDHOLDER INFORMATION: (TO BE COMPLETED BY EMPLOYEE)

Name: _____
(as it is to appear on card)

Department: _____

II. CARD LIMITS: (LEVEL TO BE SELECTED BY DEPARTMENT DIRECTOR)

	TRANSACTION	DAILY	MONTHLY
Level 1 _____	\$ 250	\$ 250	\$ 250
Level 2 _____	\$ 500	\$ 1,000	\$ 2,000
Level 3 _____	\$ 1,000	\$ 2,000	\$ 4,000

III. APPROVAL: Department Director Signature: _____

IV. CARDHOLDER'S AGREEMENT (TO BE COMPLETED BY EMPLOYEE)

_____ I have read the Electronic Payment Policy and agree to adhere to it. I further acknowledge that failure to comply with the Policy may result in disciplinary procedures pursuant to the Town of Huntersville Personnel Policy.

_____ I understand that the use of the Town of Huntersville procurement card for small value purchases is a standard procedure of the Town.

_____ I will be expected to use the Town of Huntersville procurement card issued to me as directed by my supervisor under the provisions of the Electronic Payment Policy.

_____ Any purchases made with my card will be considered to be made by me and as such, will be my responsibility.

_____ I will be responsible for the safe keeping of the Town of Huntersville procurement card issued to me and, if lost, I will report its loss immediately to my supervisor.

_____ I understand that my personal credit will not be affected by any use of the Town of Huntersville procurement card, but that the Town reserves the right to check my personal credit prior to issuing a procurement card and at any time the procurement card is in my possession.

_____ I understand that alcoholic beverage purchase on the Town card is not allowed.

_____ I understand that failure to submit detailed supporting documentation (receipts) for purchases will result in me reimbursing the Town for the amount charged without a receipt AND for repeat offenses, loss of privilege of card usage and/or disciplinary actions

as described in the Town of Huntersville Personnel Policy.

_____ Upon failure to submit two receipts within a three-month period, I understand my card usage will be subject to termination and that the card will be returned to my department director/ supervisor.

_____ The use of a Town of Huntersville procurement card to acquire or purchase goods and services for reasons other than the official use of the Town of Huntersville is fraudulent use. An employee guilty of fraudulent use will be subject to disciplinary action, up to and including dismissal. In addition, I agree that any reimbursement owed the Town, as a result of this use, may be deducted from my wages or other moneys owed to me by the Town.

I have read, understand, and agree to the conditions above:

V. CARD RECEIPT: (TO BE COMPLETED AFTER CARD IS APPROVED AND ISSUED)

Card Account Number: _____

Cardholder's Signature: _____

Date: _____

CONTRACTING AND PURCHASING POLICY

EXHIBIT B

- 1) Uniform Guidance Conflicts of Interest and Nondiscrimination Policy**
- 2) Uniform Guidance Procurement Policy**
- 3) Uniform Guidance Cost Principles Policy**
- 4) Uniform Guidance Financial Management Policy**
- 5) Uniform Guidance Property Management Policy**
- 6) Uniform Guidance Subrecipient Monitoring and Management Policy**

	Title: Town of Huntersville Uniform Guidance Conflicts of Interest and Nondiscrimination Policy
	Description: Outlines conflict of interest requirements for federal contracts.
	Adopted By: Town Board of Commissioners Date:

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE CONFLICTS OF INTEREST AND NONDISCRIMINATION POLICY

I. Objective.

The objective of this Uniform Guidance Conflict of Interest Policy and Nondiscrimination Policy (“Policy”) is to establish rules regarding conflicts of interest and nondiscrimination and set guidelines for gifts and favors that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work paid for in part or whole by federal funds as required under 2 C.F.R. § 200.318(c)(1).

II. Policy.

A. **Application of Policy.**

This Policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair work funded in whole or in part with federal financial assistance (direct or reimbursed). This Policy also applies to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town’s Federal Grant Administrator (“Grant Administrator”), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. **Compliance with Law.**

The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds, including those prohibiting discrimination. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. **Adopted Uniform Guidance Policies.**

This Policy is to be applied in conjunction with the Town’s other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Employee Responsibilities.

The Grant Administrator shall review the federal grant award terms and conditions to identify any additional conflicts of interest prohibitions or requirements associated with the federal grant award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this Policy and any additional prohibitions or requirements.

A. Conflicts of Interest.

In addition to the prohibition against self-benefiting from a public contract under N.C.G.S. § 14-234, no officer, employee, or agent of the Town of Huntersville (the "Town") or any subrecipient may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

- 1) the employee, officer, or agent involved in the selection, award, or administration of a contract;
- 2) any member of his or her immediate family;
- 3) his or her partner; or
- 4) an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this Policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

B. Gifts.

In addition to the prohibition against accepting gifts and favors from vendors and contractors under N.C.G.S. § 133-32, officers, employees, and agents of the Town of Huntersville and any subrecipient are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted:

- 1) promotional items;
- 2) honorariums for participation in meetings; or
- 3) meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this Policy shall report the item to his or her immediate supervisor.

III. Nondiscrimination

A. General

It is the policy of the Town to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the Town, including programs or activities that are funded in whole or part, with federal grant funds.

B. Specific Acts Prohibited

To ensure compliance with Title 31 of the Code of Federal Regulations, Part 22 and other pertinent nondiscrimination authorities, the Town shall prohibit, at a minimum, the following practices in its administration of federal grant funds:

- 1) Denying to a person any service, financial aid, or other program benefit without good cause;
- 2) Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program;
- 3) Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
- 4) Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
- 5) Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
- 6) Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
- 7) Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
- 8) Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
- 9) Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;

- 10) Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

C. Complaint Tracking

The Town shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. The Town shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency), familial status, sex (including sexual orientation and gender identity), age, or disability and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome.

IV. Violation.

Employees violating this Policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The Town must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. The Town must also report certain civil, criminal, and administrative proceedings to SAM as required by 2 C.F.R. § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339.

	Title: Town of Huntersville Uniform Guidance Procurement Policy
	Description: Outlines procurement requirements for federal contracts.
	Adopted By: Town Board of Commissioners Date:

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE PROCUREMENT POLICY

I. Objective.

The objective of this Uniform Guidance Procurement Policy (“Policy”) is to establish guidelines that meet or exceed the procurement requirements, including cost principles, for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction and repair work when federal funds are being used in whole or in part to pay for the cost of the contract.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, “Federal Contracts”), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F.R. Part 200.

All Federal Contracts are subject to the Procurement Requirements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. In conjunction with the Town department utilizing the federal funds, the Town’s Grant Administrator, as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. No expenditure of federal funds shall be made unless it is determined that the expenditure is an eligible use of funds and an allowable cost based on the applicable federal program requirements and conditions of the award as determined in accordance with the Town’s Uniform Guidance Cost Principles Policy.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Approval and Modification.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. General Procurement Standards and Procedures.

The following standards and procedures, unless otherwise stated, apply to all Federal Contract solicitations:

A. Necessity.

Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. Town departments should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other Town departments and/or governmental agencies that have similar needs to consolidate procurements and services to obtain better pricing.

B. Cost Reduction.

Town departments are encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. Town departments are further encouraged to use value engineering clauses in Federal Contracts for construction or repair that are of sufficient size to offer reasonable opportunities for cost reductions.

C. Clear Specifications.

All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders or proposers must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that unduly restrict competition.

D. Notice of Federal Funding.

All bid solicitations for Federal Contracts must acknowledge the use of federal funding. In addition, all prospective bidders or proposers must acknowledge that funding is contingent upon compliance with all terms and conditions of the federal funding award.

E. Compliance by Contractors.

All Federal Contract solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

F. Use of Brand Names.

When possible, performance or functional specifications are preferred to allow for more competition, leaving the determination of how to reach the required result to the Federal Contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and “or equal” must be included in the description.

G. Lease versus Purchase.

Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. MWSBE Participation.

For all Federal Contract procurements that equal or exceed the Micro-Purchase Threshold (currently \$10,000), the Town department responsible for the solicitation must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms¹⁹ are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1-5 of this Subsection H.

¹⁹ Civil jurisdictions as defined in 2 C.F.R. § 654.4 are classified as labor surplus areas by the U.S. Department of Labor’s Assistant Secretary for Employment and Training when the average unemployment rate for all civilian workers in the civil jurisdiction for the reference period is: (1) 120 percent of the national average unemployment rate for civilian workers or higher for the reference period as determined by the Bureau of Labor Statistics; or (2) 10 percent or higher.

I. Documentation and Record Retention.

Town departments must maintain records detailing the history of all Federal Contract procurements, including program-specific eligibility of use and allowable cost determinations for each procurement as required by Article II, Subsection B of this Policy. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, Federal Contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase orders, and the Federal Contract. All documentation relating to the award of any Federal Contract must be made available to the granting agency upon request.

Unless a longer period is specified by 2 C.F.R. § 200.334 or the applicable grant terms, financial records, supporting documents, statistical records, and all other Town records pertinent to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

The Town will, whenever practicable, collect, transmit, and store federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements.

J. Cost Estimate.

For all Federal Contract procurements that are expected to equal or exceed the Simplified Acquisition Threshold as defined in Article V (currently \$250,000), the Town department responsible for the procurement shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction or repair contracts may be developed by the project designer.

Profit must be negotiated as a separate element of the price for each Federal Contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

K. Open Competition.

Solicitations shall be prepared and conducted in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of

restricting competition.

L. Geographic Preference.

No geographic preferences may be imposed in awarding Federal Contracts except to the extent permitted by federal law.

M. Contractors' Conflict of Interest.

Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements.

N. Prequalification.

All lists of prequalified bidders must be kept current and must include enough qualified sources to ensure maximum open and free competition. Potential bidders shall not be precluded from qualifying during the solicitation period.

O. Town Board Approval.

Unless Board approval for a Federal Contract is required by this Policy, or by federal or state law, the thresholds established by Town of Huntersville Board of Commissioners ("Town Board") from time to time will determine when Town Board approval for a Federal Contract is required.

P. Procurement of Recovered Materials.

The Town and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Q. Never Contract with the Enemy.

The Town shall comply with 2 C.F.R. Part 183, Never Contract with the Enemy, including verifying that the contractor is not excluded or disqualified in the System Award Management (SAM) Exclusions.

R. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Town shall comply with 2 C.F.R. § 200.216, including the prohibition of expending funds to procure or obtain covered telecommunication equipment as described in Public Law 115-232.

S. Financial Management and Internal Controls.

The Town shall comply with the applicable Standards for Financial and Program Management, including 2 C.F.R. § 200.302, 2 C.F.R. § 200.303, and 2 C.F.R. § 200.305.

T. Domestic Preference for Procurements.

As appropriate and to the extent consistent with law, the Town will, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

U. Davis-Bacon Act.

For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor, which determination shall be attached to the contract solicitation documents. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the federal awarding agency.

IV. Requirements Applicable to All Federal Contracts.

All Federal Contracts will comply with the following requirements:

A. Contract Award.

Federal Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Purchase contracts and construction contracts that exceed the micro-purchase threshold as defined in Article V of this Policy will be awarded to the lowest, responsive, responsible bidder.

B. Fixed Price.

Federal Contract solicitations must state that bidders and proposers shall submit bids and

proposals on a fixed price basis and that the Federal Contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost and percentage of construction cost Federal Contracts are prohibited. Time and materials Federal Contracts will not be used unless no other form of contract is suitable and the Federal Contract includes a “not to exceed” amount. A time and materials Federal Contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds. Additionally, if a time and materials Federal Contract is awarded, the Town department administering the contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

C. No Evasion.

No Federal Contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

D. Contract Requirements.

All Federal Contracts shall be in writing and shall include or incorporate by reference the provisions required under 2 C.F.R. Part 200, Appendix II. The Town’s Federal Contract terms are maintained by the Legal Department and should be inserted into all Federal Contracts. Federal Contracts shall further comply with 2 C.F.R § 200.315 regarding intangible property and the federal government’s right to data produced under a Federal Contract.

E. Debarment.

No Federal Contract shall be awarded to a contractor included on the federally debarred bidder’s list.

F. Contract Oversight.

The Town department administering the Federal Contract must maintain oversight of the Federal Contract to ensure that contractor is performing in accordance with the Federal Contract terms, conditions, and specifications.

G. Performance Measurement.

The Town department administering the Federal Contract, in conjunction with the Town Grant Administrator, shall adhere to all performance measurement and reporting requirements set forth in the applicable federal grant program terms, as well as retain the necessary documentation to substantiate the Town’s performance as required by Article III, Subsection I of this Policy.

V. Specific Procurement Procedures.

Town departments shall comply with this Article in soliciting bids and proposals for Federal Contracts. Solicitation requirements depend on the type of Federal Contract, which types include:

- Contracts for construction or repair work (“Construction Contracts”);
- Contracts for the procurement of apparatus, supplies, materials or equipment (“Purchase Contracts”);
- Contracts for the procurement of architectural, engineering, or surveying services (“AES Contracts”); and
- Contracts for the procurement of services other than AES Contracts (“Service Contracts”).

Solicitation requirements also depend on the amount of the Federal Contract, determined by the following thresholds which are set and adjusted from time to time by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1:

- Micro-Purchase Threshold (currently \$10,000)
- Simplified Acquisition Threshold (currently \$250,000)

Also relevant to the type of solicitation method required is the formal bid threshold established by North Carolina law from time to time, either through N.C.G.S. § 143-129 or special legislation relating to the Town of Huntersville (the “NC Formal Bid Thresholds”). As of the date of this Policy, the NC Formal Bid Threshold for Purchase Contracts for the Town is \$90,000, and the NC Formal Bid Threshold for Construction Contracts is \$500,000.

References to both the federal and state thresholds in this Policy shall mean the then current thresholds. The Town Attorney shall serve as a resource for the Town departments in tracking and updating these thresholds as adjustments are made over time.

A. Micro-Purchase Procedure.

Service Contracts, Purchase Contracts, and Construction Contracts that do not exceed the Micro-Purchase Threshold (currently \$10,000) shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. § 200.320(a)(1)) as follows:

1. The Federal Contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable based on research, experience, purchase history or other information and documents it files accordingly.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Small Purchase Procedure.

Service Contracts, Purchase Contracts that exceed the Micro- Purchase Requirement but are less than the NC Formal Bid Threshold for Purchase Contracts, and Construction Contracts that exceed the Micro-Purchase Threshold (currently \$10,000) but are less than the Simplified Acquisition Threshold (currently \$250,000) shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources. Note that the federal grantor agency may issue guidance interpreting what constitutes an “adequate number” of quotes.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
3. Cost or price analysis is not required prior to soliciting bids.

C. Sealed Bid Procedures.

Purchase Contracts and Construction Contracts that equal or exceed the lower of the Simplified Acquisition Threshold or the NC Formal Bid Threshold, shall be procured using a combination of the most restrictive requirements of the Uniform Guidance Sealed Bid Procedure (2 C.F.R. § 200.320(b)(1)) and North Carolina formal bidding procedures (N.C.G.S. § 143-129). The Sealed Bid Procedure must also be used for Service Contracts over the Simplified Acquisition Threshold when complete specifications are possible, a fixed price contract is feasible, and selection can be made principally on price.

As of the date of this Policy, the sealed bid procedures must be used for:

- Purchase Contracts of \$90,000 or more;
- Construction Contracts of \$250,000 or more;
- Service Contracts of \$250,000 or more that can be feasibly procured through the Sealed Bid Procedure.

The Sealed Bid Procedures are:

1. Cost or price analysis is required prior to soliciting bids. (This cost estimate may be provided by the project designer.)
2. Complete specifications or purchase description must be made available to all bidders.
3. The contract must be fixed price (lump sum or unit price).
4. The solicitation must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening, except to the extent electronic advertising has been authorized by the Town Board²⁰ (and provided that for Construction Contracts that are less than the NC Formal Threshold formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to Town Board the right to reject any or all bids only for sound documented reasons.
5. All bids received must be in paper form and must be submitted in a sealed envelope. If the bid is for a construction contract, the sealed envelope must contain the name of the bidder and their state license number must be clearly marked on the outside of the sealed envelope. If mailed, the mailing envelope does not count as the sealed envelope for purposes of submitting a sealed bid.

²⁰ The Town Board has authorized electronic advertisement.

6. Affirmative steps must be taken to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
7. Bids must be opened at the public bid or proposal opening on the date, time, and at the location noted in the bid solicitation. All bids must be submitted sealed, and a minimum of 2 bids must be received in order to open any bids. For Construction Contracts over the NC Formal Bid Threshold (currently \$500,000) at least 3 bids must be received in order to open any bids.
8. Contract must be awarded to the lowest, responsive, responsible bidder. Bids may be rejected only for sound documented reasons. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
9. For Construction Contracts, a five percent (5%) bid bond is required of all bidders. The bid bond must be contained within the sealed envelope containing the bid (not the mailing envelope). Additionally, for Construction Contracts, performance and payment bonds of 100% of the Federal Contract price are required of the selected bidder.

Construction Contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:

1. Requirements related to Historically Underutilized Business (“HUB”) participation goals pursuant to N.C.G.S. § 143-128.2, including local government outreach efforts and bidder good faith efforts as detailed in the Town’s HUB Outreach Plan, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under N.C.G.S. § 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate prime, single-prime, or dual bidding) as required under N.C. G.S. § 143-128(a1).

D. Competitive Proposal Procedure.

Service Contracts that equal or exceed the Simplified Acquisition Threshold (currently \$250,000) may be procured using the Uniform Guidance Competitive Proposal Procedure (2 C.F.R. § 200.320(b)(2)) when complete specifications are not possible, a fixed price contract is not feasible, or it is not in the best interest of the federally funded program to make the selection principally on price. The Competitive Proposal Procedure is generally used when conditions are not appropriate for the use of sealed bids.

The Competitive Proposal Procedure requirements are:

Requests for proposals (“RFP”) must be publicized. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an adequate number of qualified firms. The competitive proposal procedure requirements include:

1. Affirmative steps must be taken to notify M/WBE vendors and suppliers as required by 2 C.F.R. § 200.321 (and as summarized in Article III, Subsection H).
2. All evaluation factors and their relative importance must be identified in the RFP.
3. Proposals must be solicited from an adequate number of qualified offerors. Note that the federal grantor agency may issue guidance interpreting what constitutes an “adequate number” of quotes.
4. All responses to the publicized RFP must be considered to the maximum extent practical.
5. There must be a written method for conducting technical evaluations of proposals and selecting firm to award the contract to.
6. The contract must be awarded to the responsible proposer whose proposal is most advantageous to the federal grant program, with price and other factors considered.²¹

E. AES Contracts costing less than the federal Simplified Acquisition Threshold (currently \$250,000) shall be procured using the state “Mini-Brooks Act” requirements (G.S. § 143-64.31) as follows:

1. A request for qualifications (“RFQ”) to solicit statements of qualifications (“SOQs”) from qualified firms be issued (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Affirmative steps must be taken to notify M/WBE vendors and suppliers as required by 2 C.F.R. § 200.321.
3. The SOQs of respondents must be evaluated based on the evaluation criteria developed by the Town department responsible for the procurement.
4. Respondents must be ranked based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Fair and reasonable compensation must be negotiated with the best qualified firm. If negotiations are not successfully completed, repeat negotiations with the second best qualified firm.
6. The Federal Contract must be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

When federal funds are being used to fund all or part of AES Contracts, the Town Manager shall not exempt AES Contracts under \$50,000.

F. AES Contracts equaling or exceeding the Simplified Acquisition Threshold (currently \$250,000) shall be procured using the Uniform Guidance “competitive proposal” procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. An RFQ must be issued to solicit SOQs from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Affirmative steps must be taken to inform M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.

²¹ Competitive proposal procedures where price is not used as a selection factor can only be used in procurement of AES Contracts.

3. All evaluation factors and their relative importance must be identified in the RFQ.
4. Proposals must be solicited from an “adequate number of qualified sources.” Note that the individual federal grantor agency may issue guidance interpreting “adequate number.”
5. There must be a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. All responses to the publicized RFQ must be considered to the maximum extent practical.
7. The SOQs of respondents must be evaluated to rank the respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the Federal Contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, a fair and reasonable compensation must be negotiated. If negotiations are not successfully completed, repeat negotiations with the second-best qualified firm.
10. The Federal Contract must be awarded to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated.

VI. Exceptions.

Noncompetitive procurements are allowed only under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

1. **Sole Source:** when the item is available from only one source. The Town department responsible for the solicitation shall document the justification for and lack of available competition for the item. A sole source Federal Contract must be approved by the Town Board.
2. **Public Exigency:** when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
3. **Inadequate Competition:** when competition is determined to be inadequate after attempts to solicit bids from a number of sources.
4. **Federal Contract:** when the purchase is made from a Federal Contract available on the U.S. General Services Administration schedules of Federal Contracts.
5. **Awarding Agency Approval:** with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the Federal Contract without competition is consistent with state law.

VII. Protest Procedures.

The following protest procedures shall apply to procurements funded fully or in part with federal funds:

1. Any party wishing to protest (the “Protestor”) the award of a contract utilizing federal funds or the rejection of all bids for a contract utilizing federal funds shall, within 72 hours of receiving the Town’s intent to award, deliver a written statement to the Town Clerk outlining:
 - a. the specific actions being protested;
 - b. how the Protestor was harmed by the protested action; and
 - c. any relief requested.
2. The Town Clerk will inform the Town Manager and Deputy Town Manager that a formal protest has been received.
3. The Town Manager and/or Deputy Town Manager will review the written protest statement for merit.
4. During the review process, the Town Manager and/or the Deputy Town Manager will consult with the Director of the department which solicited the bids. An interview may be requested with the Protestor.
5. The Town Manager and/or Deputy Town Manager will, within 10 days of receiving the protest, make a final determination concerning the protest after a complete review of the data and interview with the Protester, when applicable.
6. The Protester will be notified, in writing, of the decision of the Town Manager. The decision of the Town Manager concerning the protest is final.

	Title: Town of Huntersville Uniform Guidance Cost Principles Policy
	Description: Outlines the Town’s policy for determining whether expenditures of federal grant funds are eligible and allowable costs.
	Adopted By: Town Board of Commissioners
	Date:

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE COST PRINCIPLES POLICY

I. Objective.

The objective of this Cost Principles Policy (“Policy”) is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding cost principles. As outlined in that section, a recipient of federal funds is responsible for the efficient and effective administration of federal awards, application of sound management practices, and administration of federal funds in a manner consistent with the program objectives and terms and conditions of the award.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, “Federal Contracts”), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town’s Federal Grant Administrator (“Grant Administrator”), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town’s other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Composition of Costs.

A. Total Costs.

The total cost of a federal award is the sum of the allowable direct and allocable indirect costs less any applicable credits. Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

B. Direct Costs.

Direct costs are those costs that are specifically associated with a particular eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service providers, or other materials consumed or expended in the performance of a grant-eligible project.

C. Indirect Costs.

Indirect costs are costs incurred for a common or joint purpose benefitting more than one eligible project and which are not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town may charge a 10 percent de minimis rate²² of modified total direct costs ("MTDC"). According to 2 C.F.R. § 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

D. Applicable Credits.

Applicable credits refer to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on

²² As of the implementation date of this Policy, the Town does not have a Negotiated Indirect Cost Rate Agreement ("NICRA"). If the Town later obtains a NICRA, the negotiated rate should be utilized for charging indirect costs to federal grant program awards.

losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accrue to and are received by the local government in relation to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

IV. Allowability of Costs.

All costs expended using federal funds must meet the following general criteria in order to be allowable:

1. Be necessary and reasonable for the proper and efficient performance and administration of the federal grant program.

A cost must be *necessary* to achieve a project objective. When determining whether a cost is necessary, consideration may be given to:

- A. Whether the cost is needed for the proper and efficient performance of the grant project.
- B. Whether the cost is identified in the approved project budget or application.
- C. Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- D. Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. When determining reasonableness of a cost, consideration must be given to:

- A. Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town or the proper and efficient performance of the federal award.
- B. The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the federal award.
- C. Market prices for comparable goods or services for the geographic area.
- D. Whether individuals involved acted with prudence under the circumstances considering their responsibilities to the Town its employees, the public at large, and the federal government.
- E. Whether the Town significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost.

2. Be allocable to the federal award.

A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal program derived a benefit in proportion to the funds charged to the program. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in

proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the federal program, the costs are assignable to the federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Conform to any limitations or exclusions set forth in the Uniform Guidance cost principles; federal, state, or local laws; federal award terms; and other governing regulations as to types or amounts of cost items.**
- 4. Be consistent with policies, regulations, and procedures that apply uniformly to both the federally financed and other activities of the Town.**
- 5. Be accorded consistent treatment.**

A cost may not be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost.

- 6. Be in accordance with generally accepted accounting principles (“GAAP”), unless provided otherwise in the Uniform Guidance.**
- 7. Not be included as a cost used to meet cost sharing or matching requirements of any other federally-finances program in either the current or a prior period.**

Costs cannot be included as a match or cost-share unless the specific federal grant program authorizes federal costs to be treated as such. Some federal grant programs require the non-federal entity receiving the grant funds to contribute a certain amount of non-federal resources to be eligible for the federal program.

- 8. Be net of all applicable credits.**
- 9. Be adequately documented.**

V. Specific Cost Items (Selected Items of Cost).

The Uniform Guidance examines the allowability of fifty-five (55) specific cost items (commonly referred to as selected items of cost) at 2 CFR § 200.420-.475.

Town personnel responsible for determining cost allowability must be familiar with the selected items of cost, which are attached to this Policy as **Exhibit A**. The Town must follow the applicable regulations when charging these specific costs to the federal grant program. Town personnel must compare costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed.

Additionally, state laws, local regulations, and program-specific rules may deem a cost as unallowable, and Town personnel must adhere to those rules as well.

VI. Employee Compensation-Wages and Salaries.

A. Wages and Salaries.

The cost of compensation for employee services rendered including wages and salaries, as well as fringe benefits as more specifically discussed in Section VII below, are allowable to the extent that the cost satisfies the requirements of 2 C.F.R. Part 200, Subpart E, the applicable federal grant terms and conditions, and all other applicable laws and regulations. To be allowable, 2 C.F.R § 200.430 requires that the total compensation for individual employees: be reasonable for the services rendered, conform to the Town's written personnel policy, and be based on records that accurately reflect the work performed.

To meet the above requirements, all employees whose wages and salaries are paid in full or in part with federal funds must submit either a time and effort certification form ("certification form") or a personnel activity report (PAR) as required below. The type of form depends on the number of cost objectives that an employee works on.

A cost objective is a program, function, activity, award, organizational subdivision, contract, or work unit of which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. (2 C.F.R. § 200.28)

The HR Department must retain the certification forms and PARs in compliance with the terms and conditions of the applicable federal grant program(s) in order to demonstrate the amount of time that employees spent on grant activities²³ and in order to appropriately charge the costs of personnel compensation to federal grant programs.

B. Time and Effort Certification Forms.

All employees whose work is funded by a single cost objective (i.e. provision of general government services) or grant award program must complete an annual certification form (**Exhibit B**) as directed by the Finance Department. The certification forms must reasonably reflect the percentage distribution, in percentages not exceeding 100%, of effort expended by Town employees on eligible and allowable federal grant program work for the period being reported on. All certification forms must also reasonably reflect the activity for which the employee is compensated and shall encompass all activities on an integrated basis.

Certification forms must be supported by employee time sheets, which are certified by the employee and approved by the employee's supervisor.²⁴ It is the responsibility of the individual employee and the employee's supervisor to ensure that the information provided in the certification form is accurate.

²³ Grant activities may include the provision of general government services when such activities are considered eligible uses of grant funds under the terms and conditions of the federal grant program.

²⁴ Salaries and wages of employees used in meeting cost sharing or matching requirements on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

The completed certification forms should be signed by the employee and their direct supervisor. The annual certification forms must be submitted to the HR Department and retain as directed by the federal grant terms and conditions.

If an employee who was working on a federal grant program separates from Town employment prior to the annual certification, a certification form should be submitted to the HR Department detailing the employee's time and effort through the date of the employee's separation.

C. Personnel Activity Report.

A Personnel Activity Report (PAR) must be completed in addition to the annual certification form if the employee is *partially funded* on more than one federal grant program cost objective. This requirement extends to an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. It provides a written record of an employee's work activities is used to document that employee's time to specific grants or projects. It must be completed monthly and supported by a daily calendar of activities and time sheets certified by the employee and approved by the employee's supervisor. All employees who work on multiple cost objectives must complete PARs that support the distribution of their salaries /wages that meet the following standards:

1. Reflect an after-the-fact distribution of the actual activity, not a budget estimate;
2. Account for the total work activity for which each employee is compensated;
3. Be prepared at least monthly (a separate PAR for each month) and coincide with one (1) or more pay periods; and
4. Be signed by the employee and employee's supervisor.

PARs should be maintained in order to charge the correct percentage of costs of personnel compensation to federal grants. PAR spreadsheet templates are available from the Legal Department.

D. Reconciliation Procedures.

When using budget estimates for interim accounting purposes, the Town Finance Department shall identify and enter into the records in a timely manner any significant changes in the corresponding work. All necessary adjustments must be made such that the final amount charged to the federal award is accurate, allowable, and properly allocated.

In order to reconcile actual costs to budgeted distributions, the Town will conduct annual reconciliations of certification forms and PARs with budgeted distributions. This will include review of form ratios versus budgeted distributions after each review. All the time and effort certifications are collected by HR Department and reviewed for accuracy, appropriate signatures, and dates by the Grant Administrator.

VII. Employee Compensation-Fringe Benefits.

A. Fringe benefits defined.

Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans.

Except as provided otherwise in the terms and conditions of the federal grant program, the costs of fringe benefits are allowable costs provided that the benefits are reasonable and are required by law, an employment agreement, or an established Town policy.

B. Leave.

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

1. They are provided under established written leave policies;
2. The costs are equitably allocated to all related activities, including federal awards; and
3. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the Town.
 - i. When using the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment.
 - ii. The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When using the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

C. Contributions.

The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies.

Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal grant awards and other activities. They must also be charged as direct or indirect costs in accordance with the Town's accounting practices.

D. Automobiles.

That portion of automobile costs furnished by the Town that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees.

E. Pension plan costs.

Pension plan costs incurred in accordance with the Town policies are allowable subject to the limitations of 2 C.F.R. § 200.431(g).

F. Post-Retirement Health Benefits.

Post-retirement health benefits including insurance or health services not included in a pension plan for retirees and their spouses, dependents, and survivors may be computed using a pay-as-you-go method or an acceptable actuarial cost method. These costs are allowable subject to the limitations of 2 C.F.R. § 200.431(h).

G. Severance Pay.

Costs of severance pay are allowable subject to the limitations of 2 C.F.R. § 200.431(i).

H. Allocation Method.

Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of Town-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the Town demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

VIII. General Costs of Government (2 C.F.R. § 200.444).

The following general costs of government are unallowable (except as provided in 2 C.F.R. § 200.475):

1. Salaries and expenses chief executive of a local government;
2. Salaries and other expenses of local governing boards;
3. Costs of prosecutorial activities unless treated as a direct cost to a specific federal program, if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities as described in 2 C.F.R. § 200.435); and
4. Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

IX. Cost Allowability Review Process.

A. Pre-expenditure Cost Eligibility and Allowability Review.

Before the Town spends any federal funds, each proposed expenditure must be reviewed by the Grant Administrator to determine whether the expenditure would be an eligible use of the funds pursuant to the terms of the applicable federal grant program. The eligibility determination must be made *before* obligating or expending any federal funds. All obligations must be obligated within the applicable period of performance assigned by the terms of the federal grant program.

As outlined in Articles IV-VIII of this Policy, the Grant Administrator must also concurrently review the proposed cost items to determine whether they are allowable and allocable, and whether cost items will be charged as direct or indirect expenses. These determinations shall be documented by the Grant Administrator on the Town's Federal Expenditure Eligibility and Allowability Review Form (**Exhibit C**) attached to this Policy.

- In order to facilitate the above-listed determinations, departments requesting the expenditure of federal funds must submit a Federal Expenditure Request Form (attached to this Policy as **Exhibit D**) to the Grant Administrator.
- If a proposed project includes a request for an unallowable cost, the Grant Administrator will return the Federal Expenditure Request Form to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed expenditure is approved as eligible, allowable, and allocable to the federal grant program by the Grant Administrator, the Town personnel responsible for carrying out the expenditure must ensure all necessary budget amendments are approved prior to expending the funds and that all invoices and/or other demands for payment received by the Town in relation to the expenditure are in the format described in Subsection B below.

B. Post-expenditure Cost Allowability Review.

Once federal funds are expended and an invoice or other demand for payment is submitted to the Town, the Grant Administrator must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project or purchase. If an invoice or other demand for payment does not include a breakdown by cost item, the Grant Administrator will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Grant Administrator must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

- If all cost items are deemed allowable and properly allocable, the payment of funds may proceed through the Town's normal disbursement process.
- If any cost item is deemed unallowable, the Grant Administrator will notify the project manager and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with federal funds. The Grant Administrator may, in their discretion, and consistent with this Policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the Town remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement and ensure that the proper budget amendments are made as may be necessary.
- The Grant Administrator must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

X. Disallowed Costs.

Any costs charged to a federal award that do not meet the allowable cost criteria for the award program must be removed from the award account.

Failure to adequately follow this policy and related procedures could result in audit findings, potential repayment of disallowed costs, and/or discontinuance of funding.

XI. Records Retention.

The Town must retain all records related to expenditures of federal funds in accordance with 2 C.F.R. § 200.334 and the terms and conditions of the applicable federal grant program. For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town's expenditure of federal grant funds on eligible projects, programs, or activities pursuant to the federal grant program.

The Town's Grant Administrator is responsible for identifying the records that must be retained and arrange for the proper storage and retrieval of records. The Grant Administrator shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

The Town shall allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.

Violation of this section may subject the Town to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary action, including termination.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions

Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency

Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

EXHIBIT B

Time and Effort Certification Forms

(Form Follows)



Employee Annual Time and Effort Certification Form
for Employee Compensation Charged to Federal Grants

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. (2 C.F.R. § 200.430(i)(1)).

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed.

This certification is to certify that (name of employee) _____

has worked _____% of his/her time during the period of _____

to _____ on the following cost objective

_____ for the (name of grant

program) _____ federal grant program.

The information recorded on this form is supported by certified and approved time sheets and is true and correct to the best of my knowledge.

Signature of Employee

Printed Name of Employee

Date

Signature of Supervisor

Printed Name of Supervisor

Date

EXHIBIT C

**Town of Huntersville Federal Grant Expenditure
Eligibility and Allowability Review Form**

(Form Follows)



**Town of Huntersville Federal Grant Expenditure
Eligibility and Allowability Review Form**

This document must be filled out by the Town's Federal Grant Administrator for all expenditures of federal grant funds with appropriate supporting documentation. It must be retained in compliance with the records retention terms of the applicable federal grant program.

1. Basic Information and Description

- (a) Federal grant program name:
- (b) Name of project, if applicable:
- (c) Short description of anticipated use of federal funds (a more detailed description must be provided on the Federal Expenditure Request Form):

2. Eligibility Review (attach correspondence from Town Attorney if necessary)

- (a) Provide description/justification of why the proposed use of funds is an eligible use under the applicable federal grant program (include applicable grant expenditure and sub-expenditure categories):
- (b) Provide description of state law authority allowing the expenditure (include applicable statutory references):

3. Allowability and Allocability Review

- (a) Provide description/justification of why the proposed use of funds is an allowable cost under the applicable federal grant program and in accordance with the Town's Uniform Guidance Cost Principles Policy:
- (b) Provide description/justification of why the cost item(s) are allocable pursuant to the terms of the applicable grant program and in accordance with the Town's Uniform Guidance Cost Principles Policy:

(c) Will the costs items be charged as direct or indirect costs?

4. **Do the terms of the federal grant program require pre-approval of the expenditure by the U.S. Treasury?**

_____ Yes _____ No

5. **Financial Information** (attach related Board action forms, resolutions, and budget amendments). Note, this section should not be completed until the expenditure has been determined to be eligible, allowable, and allocable.

(a) Total amount appropriated:

(b) Use(s) amount appropriate for:

(c) Date(s) of appropriation(s):

6. **Project/Contract Management Information**

(a) Department overseeing project:

(b) Town Employee Contact:

(c) Does the project/contract require the execution of a sub-recipient agreement?

_____ Yes _____ No

(d) If non-town employee is overseeing the project or contract provide:

- i. Name;
- ii. Organization affiliated with;
- iii. Telephone number; and
- iv. E-mail.

(e) Proposed timelines for project/contract performance:

(f) If project involves services and/or improvement-related benefits to the public, provide geographic location of where services and/or benefits to realized:

7. Sub-Recipient and/or Contract Information

Program Sub-Recipient and/or Contractor List:

<u>Name</u>	<u>Tax ID #</u>	<u>SR/Contractor?</u>	<u>Date checked SAM.gov</u>

8. Sub-recipient monitoring plan

- (a) If a sub-recipient agreement is required, provide a description of the sub-recipient monitoring plan:

Exhibit D
Federal Expenditure Request Form
(Form Follows)



Town of Huntersville Federal Expenditure Request Form

This form must be submitted to the Town' Federal Grant Administrator by each Town department requesting to expend federal funds. A separate form must be submitted for each project or purchase; however, a single Federal Expenditure Request Form may be completed for multiple costs items associated with a single project or purchase.

The Grant Administrator will use the information provided on this form to complete eligibility and allowability determinations for the proposed expenditure of federal funds pursuant to the applicable federal grant program requirements. This form must be retained in compliance with the applicable federal grant program's records retention terms.

- 1) ***Date:***
- 2) ***Requesting Department/Employee:***
- 3) ***Applicable federal grant program:***
- 4) ***Description of the proposed use of federal funds (please be as detailed as possible, including specific projects or portions of projects and/or purchases to be made):***
- 5) ***Total estimated amount of federal funds to be expended by cost category (i.e. purchases of equipment, cost of contracted services by service type, administrative costs, etc.):***
- 6) ***Estimated timeline for use of federal funds to be expended:***
- 7) ***Will the project and/or purchase be overseen by Town personnel or non-Town personnel? Please provide contact information of person overseeing the project and/or purchase.***
- 8) ***Will any portion of the federal funds be issued to a sub-recipient, and if so, for what purpose?***

	Title: Town of Huntersville Uniform Guidance Financial Management and Program Income Policy.
	Description: Outlines the Town’s financial management procedures for federal grant funds.
	Adopted By: Town Board of Commissioners Date:

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE FINANCIAL MANAGEMENT AND PROGRAM INCOME POLICY

I. **Objective.**

The objective of this Financial Management and Program Income Policy (“Policy”) is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D regarding financial management of federal grant funds and associated grant program income. Federal regulations require grant recipients to use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds. Implementing and maintaining a proper accounting system is a fiduciary responsibility associated with receiving a federal award.

II. **Policy.**

A. **Application of Policy.**

This Policy applies to all federal grant awards, including grants and loans where the Town is a subgrantee or subrecipient of federal funds, except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town’s Federal Grant Administrator (“Grant Administrator”), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. **Compliance with Law.**

The financial management of federal grant awards and associated grant program income must be conducted in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200, when applicable, unless otherwise directed by the terms and conditions of the federal grant program. The Town will follow all applicable local, state, and federal requirements when managing and expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. **Adopted Uniform Guidance Policies.**

This Policy is to be applied in conjunction with the Town’s other adopted Uniform

Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Financial Management Systems.

The Town's financial management systems, as administered and overseen by the Finance Department, must be sufficient to permit the preparation of reports required by general and grant program-specific terms and conditions and for the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal grant award.

The Town's financial management system shall provide for the following:

1. Identification.

Identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. The federal program and federal award identification must include, as applicable, the assistance listings title and number, federal award identification number and year, name of the federal agency, and name of any pass-through entity.

2. Financial Reporting.

Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.

If a federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. The recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

3. Accounting Records.

Records that identify adequately the source and application of funds for federally-funded activities. These records shall be maintained by the Finance Department and must contain information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation.

4. Internal Controls.

As described in Article IV, the Town must maintain effective control over, and accountability for, all funds, property, and other assets. The Town must adequately safeguard all assets and assure that they are used solely for authorized purposes.

5. Budget Control.

The Finance Department shall be responsible for ensuring that all necessary budget appropriations and amendments related to federal grant funds are executed by the Town Board. The Finance Department, in conjunction with the Town's Grant Administrator and the department utilizing the federal grant funds, shall also be responsible for monitoring actual expenditures of federal grant funds compared to budgeted expenditures and taking any necessary courses of action based on the comparison.

6. Written procedures to implement the requirements of 2 C.F.R. § 200.305.

The Town's funds management procedures satisfy this requirement and are set forth in Article V of this Policy.

7. Written procedures for determining the allowability of costs in accordance with 2 C.F.R. Part 200, Subpart E and the terms and conditions of the Federal award.

The Town's Uniform Guidance Cost Principles Policy satisfies this requirement and must be referred to when determining whether expenditures of federal grant funds are eligible and allowable uses of the funds.

IV. Effective Internal Controls.

The Finance Department shall maintain effective internal control²⁵ over the federal grant funds that provides reasonable assurance that the Town is managing the federal award in compliance with applicable federal, state, and local laws and regulations, as well as the terms and conditions of the federal grant award. The Town shall evaluate and monitor its compliance with the applicable laws, regulations, policies, and grant terms on a routine basis. The Town shall take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

The Town shall also take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Town designates as confidential or which the Town considers confidential consistent with

²⁵ The applicable internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

applicable federal, state, local laws regarding privacy and responsibility over confidentiality.

V. Funds Management Procedures.

Unless exempted by the applicable federal grant program terms or the Uniform Guidance codified at 2 C.F.R. Part 200, the Town, and any subrecipient of Town grant funds, will comply with the requirements of C.F.R. § 200.305 upon receiving a payment of federal grant funds.

A. Time Elapsing.

The Town shall comply with applicable methods and procedures for receipt of federal grant payments to minimize the time elapsing between the transfer of grant funds to the Town and disbursement of the funds by the Town.

B. Interest on Advance Payments.

The Town may receive payments of federal grant funds on a reimbursement basis or as an advance. Unless directed otherwise by the applicable federal grant program terms, if the Town receives an advance of federal grant funds, it will maintain the advance payment in an interest-bearing account and annually remit interest earned on the advanced payment in accordance with 2 C.F.R. § 200.305(b)(9). The account will be insured whenever possible.

When required to remit interest, the Town may retain interest amounts up to \$500 per year for administrative expenses in accordance with 2 C.F.R. § 200.305(b)(9).

C. Reimbursement.

When the Town receives grant funds on a reimbursement basis, the Town will initially charge the grant expenditure to nonfederal funds and then request reimbursement for actual expenditures incurred under the federal grant program on at least a monthly basis. The request for reimbursement shall be submitted with appropriate documentation to support the reimbursement request and approved by the Town Grant Administrator and Finance Director or, in the absence of the Finance Director, the Deputy Finance Officer.

D. Cost Sharing.

Any cost sharing or matching shall be in accordance with 2 C.F.R. § 200.306.

E. Additional Grant Funds.

The Town must disburse funds available from grant program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional grant fund payments in advance or on a reimbursement basis. The Town's program income procedures are set forth in Article VI, below.

F. Excess Funds.

Any unused federal grant funds must be returned by the Town, including federal grant funds that the Town provided to subrecipients, in accordance with 2 C.F.R. § 200.305(b)(10).

VI. Program Income Procedures.

A. Program Income Defined.

Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federal awards, and principal and interest on loans made with federal award funds. Program income does not include interest earned on advances of federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts.

Taxes, special assessments, levies, fines, and other such revenues raised by the Town are not program income unless the revenues are specifically identified in the federal award terms as program income.

Proceeds from the sale of real property, equipment, or supplies are not program income. Such proceeds will be handled in accordance with the requirements of the Property Standards at 2 C.F.R. §§ 200.311, 200.313, and 200.314 (see the Town's Uniform Guidance Property Management Policy), or as specifically identified in federal statutes and regulations, or the terms and conditions of the federal grant award.

B. Calculation of Program Income.

The Town shall identify potential sources of program income and the Grant Administrator shall track program income during the period of performance under the federal grant program. If authorized by federal regulations or the federal award, costs incidental to the generation of program income may be deducted from gross program income to calculate net program income, provided these incidental generation costs have not been charged to the federal award.

When both federal and non-federal funding is utilized to generate income, program income shall be allocated to the federal grant program in proportion to the pro rata share of the total funding used to generate the income. For example, if federal grant funds are used to cover 50% of a revenue-generating project's cost and general revenue is used to cover the remaining 50% of the project, the Town shall allocate 50% of any income earned as program income under the applicable federal grant program.

C. Accounting for Program Income.

In order to facilitate the accurate calculation of program income as described above in Subsection B, and to ensure that program income is used in accordance with the requirements set forth in 2 C.F.R. 200.307 (as described in Subsection D below), the Town shall separately account for program income and shall not commingle program income with federal grant award funds.

D. Use of Program Income.

Unless otherwise directed by the applicable terms and conditions of the federal grant program and without prior approval for one of the alternative uses specified below, calculated net program income must be deducted from total allowable costs to determine the net allowable costs. The calculated net program income must be used to pay for current costs, which are eligible, allowable, and allocable under the terms and conditions of the applicable federal grant program and as set forth in the Town's Uniform Guidance Cost Principles Policy. Program income that the Town entity did not anticipate at the time of the federal award must be used to reduce the federal award and Town contributions rather than to increase the funds committed.

With prior approval of the federal awarding agency, program income may be added to the federal award. The program income must be used for the purposes and under the conditions of the federal award.

With prior approval of the federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the federal award. The amount of the federal award remains the same if approval is granted for this purpose.

There are no federal requirements governing the disposition of income earned after the end of the period of performance for the federal award, unless the terms and conditions of the federal award provide otherwise. However, program income may only be spent in accordance with all applicable federal, state, and local laws. The federal awarding agency may negotiate agreements with grant recipients regarding appropriate uses of income earned after the period of performance as part of the grant closeout process.

E. License Fees and Royalties.

Unless the terms and conditions for the federal award provide otherwise, the Town is not accountable to the federal awarding agency with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under a federal award to which 37 C.F.R. Part 401 is applicable.

VII. Revision of Budget and Program Plans.

Unless directed otherwise by the terms and conditions of the grant program, the Town will adhere the applicable requirements of 2 C.F.R. § 200.308 as they relate to revisions of the approved budget and plans for the grant program funds.

	Title: Town of Huntersville Uniform Guidance Property Management Policy.
	Description: Outlines the Town’s procedures for property purchased using federal grant funds.
	Adopted By: Town Board of Commissioners Date:

TOWN OF HUNTERSVILLE UNIFORM GUIDANCE PROPERTY MANAGEMENT POLICY

I. Objective.

The objective of this Property Management Policy (“Policy”) is to ensure compliance with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D regarding management of property purchased using federal grant funds.

II. Policy.

A. Application of Policy.

This Policy applies to all federal grant awards, including grants and loans where the Town is a subgrantee or subrecipient of federal funds, except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F. R. Part 200. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. The Town’s Federal Grant Administrator (“Grant Administrator”), as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The property purchased using federal grant funds must be managed in compliance with the Uniform Guidance codified in 2 C.F.R. Part 200, when applicable, unless otherwise directed by the terms and conditions of the federal grant program. The Town will follow all applicable local, state, and federal laws when managing and expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town’s other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Amendment.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Insurance.

The Town must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to other property owned by the Town. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

IV. Real Property.

Title to real property acquired or improved under a federal grant award will vest upon acquisition in the Town.

Except as otherwise provided by federal statutes or by the terms and conditions of the federal grant program, real property will be used for the purpose originally authorized by the federal grant program as long as needed for that purpose, during which time the Town must not dispose of or encumber its title or other interests.

When real property is no longer needed for the originally authorized purpose, the Town must obtain disposition instructions from the federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

1. Retain title after compensating the federal awarding agency.

The amount paid to the federal awarding agency will be computed by applying the federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town is disposing of real property acquired or improved with a federal grant award and acquiring replacement real property under the same federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

2. Sell the property and compensate the federal awarding agency.

The amount due to the federal awarding agency will be calculated by applying the federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Town is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

3. Transfer title to the federal awarding agency or to a third party designated/approved by the federal awarding agency.

The Town is entitled to be paid an amount calculated by applying the Town's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

V. Equipment.

A. Title.

Title to equipment acquired under a federal grant award will vest upon acquisition in the Town.

Unless a statute or the terms of the federal grant program specifically authorizes the federal agency to vest title in the Town without further responsibility to the federal government, and the federal agency elects to do so, the title must be a conditional title. Title must vest in the Town subject to the following conditions:

1. The Town must use the equipment in the program or project for which it was acquired as long the equipment is needed, whether or not the project or program continues to be supported by the federal grant award, or until the property is no longer needed for the purposes of the program or project.

When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority:

- (i) Activities under a federal award from the federal awarding agency which funded the original program or project.
- (ii) Activities under federal awards from other federal awarding agencies. This includes consolidated equipment for information technology systems.

2. The Town must not encumber the property without approval of the federal awarding agency or pass-through entity.

3. The Town must use and dispose of the property in accordance with the terms and conditions of the federal grant program and applicable federal laws and regulations.

During the time that equipment is used on the project or program for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired.

First preference for other use must be given to other programs or projects supported by federal awarding agency that financed the equipment and second preference must be given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally-funded programs or projects is also

permissible.

User fees should be considered if appropriate. However, the Town must not use equipment acquired with the federal award to provide services for a fee that is less than private companies charge for equivalent services, unless specifically authorized by federal statute or federal grant program terms and conditions, for as long as the federal government retains an interest in the equipment.

B. Replacement Equipment.

When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

C. Equipment Management.

Unless directed otherwise by the terms and conditions of the grant program, procedures for managing equipment (including replacement equipment) acquired in whole or in part using federal grant funds will, at a minimum, meet the following requirements until disposition:

1. Property records must be maintained.

The Town's Grant Administrator must maintain property records for equipment purchased in whole or in part with federal grant funds. The records must include:

- (i) a description of the property,
- (ii) a serial number or other identification number,
- (iii) the source of funding for the property (including the FAIN),
- (iv) who holds title,
- (v) the acquisition date,
- (vi) the cost of the property,
- (vii) the percentage of federal participation in the project costs for the federal award under which the property was acquired,
- (viii) the location, use, and condition of the property, and
- (ix) any ultimate disposition data, including the date of disposal and sale price of the property.

2. A physical inventory of the inventory must be taken.

At least once every two years, a physical inventory of the equipment must be taken by the department overseeing the use of the equipment and the Grant Administrator must reconcile the results of the inventory with the property records.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property.

The department overseeing the use of the equipment shall assess the type and quantity of the equipment in order to determine the conditions under which the property

must be stored in order to prevent loss, damage, or theft of the property. These conditions may include dry, climate-controlled settings; locked and surveilled facilities; facilities which are routinely monitored by staff; etc.

Any loss, damage, or theft must be investigated by the director of the department overseeing the use of the equipment and the results of the investigation shall be reported to the Grant Administrator.

4. Adequate maintenance procedures must be developed to keep the property in good condition.

The department overseeing the use of the equipment shall be responsible for ensuring that the equipment is kept in good, working condition and that the equipment is properly maintained. Maintenance schedules for vehicles and heavy equipment shall conform to industry standards.

5. If the Town is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Except as otherwise provided in federal statutes, regulations, terms and conditions of the federal grant award, or federal awarding agency disposition instructions, the Town must request disposition instructions from the federal awarding agency when equipment acquired under a federal award is no longer needed for the original project or program (or for other activities currently or previously supported by a federal awarding agency).

Disposition of the equipment will be made as follows, in accordance with federal awarding agency disposition instructions:

- (i) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency.
- (ii) Except as provided in 2 C.F.R. § 200.312(b), or if the federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the Town or sold. The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the Town to deduct and retain from the federal share \$500 or ten percent (10%) of the proceeds, whichever is less, for its selling and handling expenses.
- (iii) The Town may transfer title to the property to the federal government or to an eligible third party provided that, in such cases, the Town must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (iv) In cases where the Town fails to take appropriate disposition actions, the federal awarding agency may direct the Town to take disposition actions.

VI. Supplies.

Title to supplies will vest in the Town upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the grant project or program and the supplies are not needed for any other federal award, the Town must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment. See 2 C.F.R. § 200.313(e)(2) for the calculation methodology as set forth in Article V, Section C(5)(ii) of this Policy.

As long as the federal government retains an interest in the supplies, the Town must not use supplies acquired under a federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by federal statute.

VII. Intangible Property.

Title to intangible property²⁶ acquired under a federal grant award vests upon acquisition in the Town. The Town must use that property for the originally-authorized purpose, and must not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in C F.R. § 200.313(e).

The Town may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

The Town is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

VIII. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a federal grant award must be held in trust by the Town as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The federal awarding agency may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal grant award and that use and disposition conditions apply to the property.

²⁶ Intangible property is defined by 2 C.F.R. § 200.1 as property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock, and other instruments of property ownership (whether the property is tangible or intangible).

	Title: Town of Huntersville Uniform Guidance Subrecipient Monitoring and Management Policy
	Description: Outlines requirements for subrecipient agreements.
	Adopted By: Town Board of Commissioners Date:

I. Objective.

The objective of this Uniform Guidance Subrecipient Monitoring and Management Policy (“Policy”) is to establish guidelines for subawards of federal grant funds to subrecipients, including cost principles, for purchases of goods (apparatus, supplies, materials, and equipment) in compliance with 2 C.F.R. Part 200, Subpart D and Subpart F.

II. Policy.

A. Application of Policy.

This Policy applies to contracts for construction or repair or for the procurement of goods or services that are funded in whole or in part by federal funds, direct or reimbursed, including contracts under grants and loans where the Town is a subgrantee or subrecipient of federal funds (collectively, “Federal Contracts”), except to the extent the federal funding is not subject to the Uniform Guidance codified in 2 C.F.R. Part 200.

All Federal Contracts are subject to the Procurement Requirements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state passthrough agency that awarded the funds. The requirements of this Policy also apply to any subrecipient receiving federal funds from the Town.

The Town Manager may adopt additional policies to the extent required by a particular federal agency or federal grant. In the event of a conflict, those policies shall take precedence over this Policy. In conjunction with the Town department utilizing the federal funds, the Town’s Grant Administrator, as designated by the Town Manager, is responsible for ensuring compliance with this Policy, all grant requirements, and all applicable laws.

B. Compliance with Law.

The Town will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. No expenditure of federal funds shall be made unless it is determined that the expenditure is an eligible use of funds and an allowable cost based on the applicable federal program requirements and conditions of the award as determined in accordance with the Town’s Uniform Guidance Cost Principles Policy.

C. Adopted Uniform Guidance Policies.

This Policy is to be applied in conjunction with the Town's other adopted Uniform Guidance policies and the requirements of those policies are incorporated herein by reference.

D. Approval and Modification.

The procedures and requirements contained in this Policy are administrative in nature and may be amended by the Town Manager, but only as necessary to comply with state and federal law, and upon the review and counsel of the Town's Legal Department.

III. Subrecipient Agreements.

A. Subrecipient and Contractor Determinations.

The Town will make case-by-case determinations whether each use of federal funds would create a subrecipient or contractor relationship based on guidance provided in the applicable federal grant program terms, if any, and 2 C.F.R. § 200.331. Subrecipients who receive federal funds from the Town shall be responsible for complying with all terms of the federal grant program and all applicable local, state, and federal laws. Said compliance includes compliance with 2 C.F.R. Part 200 and the adoption of policies for the use of federal funds as required by that Part.

B. Risk Evaluation.

In accordance with 2 C.F.R. § 200.332(b), prior to entering into a subrecipient agreement, the Town's Grant Administrator will evaluate the potential subrecipient's risk of noncompliance with: 1) the terms and conditions of the federal grant program; 2) the terms and conditions of the subaward; and 3) applicable federal, state, and local laws, including 2 C.F.R. Part 200. This evaluation will be used to determine the appropriate level of subrecipient monitoring as more fully described below in Article V, Subsection D.

Factors to be considered in the risk evaluation include:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 C.F.R. Part 200, Subpart F, and the extent to which the same or similar subaward has been audited as a major program;
3. Whether prior audit findings have been corrected or resolved;
4. Whether the subrecipient has personnel who are familiar with the Uniform Grant Guidance Requirements;
5. Whether the subrecipient has experienced finance and accounting staff;
6. Whether the subrecipient has systems for financial management, purchasing, property management, and records retention in place, which are well-designed and operational;
7. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a federal awarding agency).

The risk evaluation for each subrecipient should be documented on the Risk Assessment Form attached to this Policy as **Exhibit A**.

C. Subrecipient Agreement.

The Town will ensure that every subaward is clearly identified to the subrecipient as a subaward and include the following required information in the subrecipient agreement. If any of these data elements change, the changes will be included in a subsequent subaward modification. When some of this information is not available, the Town must provide the best information available to describe the federal award and subaward.

Information required to be included in the subrecipient agreement includes:

1. Federal award identification.
 - i. Subrecipient name (which must match the name associated with its unique entity identifier);
 - ii. Subrecipient's unique entity identifier;
 - iii. Federal Award Identification Number (FAIN);
 - iv. Federal award date (as defined in 2 C.F.R. § 200.1) of award to the Town by the federal agency;
 - v. Subaward period of performance start and end date;
 - vi. Subaward budget period start and end date;
 - vii. Amount of federal funds obligated in the current action (i.e. agreement) by the Town to the subrecipient;
 - viii. Total amount of federal funds obligated to the subrecipient by the Town including the current financial obligation (i.e. if multiple federal subawards);
 - ix. Total amount of the federal award committed to the subrecipient by the Town (i.e. per federal grant program);
 - x. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - xi. Name of federal awarding agency, the Town, and contact information for awarding official of the Town;
 - xii. Assistance listings number and title (the Town must identify the dollar amount made available under each federal award and the assistance listings number at time of disbursement);
 - xiii. Identification of whether the award is research and development ("R&D"); and
 - xiv. Indirect cost rate for the federal award (including if the de minimis rate is charged).
2. All requirements imposed by the Town on the subrecipient so that the federal award is used in accordance with applicable federal laws and regulations and the terms and conditions of the federal award, including the adoption of necessary policies for use of federal funds.
3. Any additional requirements that the Town imposes on the subrecipient in order for the Town to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports.

4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government. If no approved rate exists, the Town must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - i. the negotiated indirect cost rate between the Town and the subrecipient; which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient. If basing the rate on a previously negotiated rate, the Town is not required to collect information justifying this rate, but may elect to do so; or
 - ii. the de minimis indirect cost rate.

The Town must not require use of a de minimis indirect cost rate if the subrecipient has a federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. § 200.405(d).

5. A requirement that the subrecipient permit the Town and auditors to have access to the subrecipient's records and financial statements as necessary; and
6. Appropriate terms and conditions concerning closeout of the subaward.

Subrecipient agreements should be drafted on subrecipient agreement templates pre-approved by the Legal Department.

D. Subrecipient Monitoring.

The Town shall monitor the activities of the subrecipient as necessary to ensure that the subaward:

1. is used for authorized purposes;
2. in compliance with federal laws and regulations and the terms and conditions of the federal grant program and subaward; and
3. that subaward performance goals are achieved.

At a minimum, Town monitoring of the subrecipient must include:

1. Reviewing financial and performance reports required by the Town and ensuring all expenditures are in compliance with the requirements of the subaward and terms and conditions of the federal grant (i.e. payment validation). Desk reviews to review the subrecipient's award administration capacity and financial management programs including governance, budgeting, accounting, internal controls, record keeping, etc. are also recommended.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the Town detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the federal award provided to the subrecipient from the Town as required by 2 C.F.R. § 200.521. This decision must be issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse ("FAC").

4. The Town is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the FAC and has not otherwise been excluded from receipt of federal funding (*e.g.*, has been debarred or suspended), the Town may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 C.F.R. § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the Town to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
5. Verifying that every subrecipient is audited as required by 2 C.F.R. Part 200, Subpart F when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (currently \$750,000).
6. Determining whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the Town's own records.
7. Taking enforcement action against noncompliant subrecipients as described in 2 C.F.R. § 200.339 and in program regulations.

Any additional reporting and monitoring requirements must be included in the subrecipient agreement. Depending upon the Town's assessment of risk posed by the subrecipient (as described in Article V, Subsection B above), the following monitoring tools may be useful for the Town to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters;
2. Performing on-site reviews of the subrecipient's program operations; and
3. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. § 200.425.

As detailed below, the assigned level of monitoring will vary based on the overall risk assessment determination as low, medium, or high risk.

Low Risk	Medium Risk	High Risk
• Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by the Town) • Onsite reviews (upon request of the Town) • Audit review (yearly)	• More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by Town) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)	• More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by the Town) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Subrecipient monitoring should be documented by the Town's Grant Administrator utilizing the Subrecipient Monitoring Form attached to this Policy as **Exhibit B**.

E. Noncompliance.

If the Town determines that the subrecipient is not in compliance with the subrecipient agreement, the Town may take action pursuant to 2 C.F.R. §§ 200.339-200.343, including termination of the subrecipient agreement.

F. Subaward Closeout.

The subrecipient agreement will include terms for the closeout of the subaward. Subrecipients must submit final reports including a narrative description of the accomplishments for each objective of the subaward. Included in the narrative will be an evaluation of project outcomes. Any objectives not accomplished during the funding period, as well as any changes to the programmatic component of the projects utilizing subaward funding, will require an explanation. Subrecipients must also provide cost information to demonstrate cost effective practices as required by the Town's Uniform Guidance Cost Principles Policy.

Final reports are usually due 30 days after grant-funded project termination. Timely filing of reports may have an effect on future funding possibilities.

Exhibit A
Subrecipient Risk Assessment Form

Subrecipient Information:

Subrecipient Name	[INSERT SUBRECIPIENT NAME, WHICH MUST MATCH THE NAME ASSOCIATED WITH ITS UNIQUE ENTITY IDENTIFIER]
Subrecipient Unique Entity Identifier:	[INSERT SUBRECIPIENT UNIQUE ENTITY IDENTIFIER]
Brief Description of Subaward Project and Role of Subrecipient:	[INSERT A BRIEF DESCRIPTION OF SUBAWARD PROJECT AND ROLE OF SUBRECIPIENT]
Name and Title of Subrecipient Personnel Providing Information for this Risk Assessment	[INSERT NAME AND TITLE OF SUBRECIPIENT PERSONNEL PROVIDING INFO. FOR THIS RISK ASSESSMENT]

Choose an item.	Is the entity prohibited from receiving federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
Choose an item.	Is the entity in good standing with the Town? Discuss with appropriate staff.
Choose an item.	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

Risk Category	Rating Label	Comments
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	Choose an item.	
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	Choose an item.	
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the federal grant award terms?	Choose an item.	

4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?	Choose an item.	
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?	Choose an item.	
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?	Choose an item.	
Financial Management, Systems, & Personnel		
7. Does the entity have a financial management system that provides records that can identify the sources and application of funds for subaward funded activities?	Choose an item.	
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?	Choose an item.	
9. What is the current staffing level of the entity?	Choose an item.	
10. Has there been any change in the entity's key staffing positions in the last 2 years?	Choose an item.	
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?	Choose an item.	
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?	Choose an item.	
13. Does the entity have sufficient internal controls related to the subaward funds?	Choose an item.	
14. Does the entity have sufficient cash flow to carry out the subaward terms?	Choose an item.	
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?	Choose an item.	If low or moderate (yes), list the last three agencies and award periods.

(a) If low or moderate (yes) , what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?	Choose an item.	
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?	Choose an item.	
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.	Choose an item.	
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?	Choose an item.	
Audits		
19. Does the entity have a designated federal cognizant audit agency?	Choose an item.	If low (yes) , provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?	Choose an item.	If low or moderate (yes) , provide a copy of the most recent audit and do not complete the rest of the Audit Section.
(a) If high (no) to 20. , does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?	Choose an item.	If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.
Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? (<i>Note: This question does not impacted weight of risk assessment</i>)	Choose an item.	If yes , what is the rate? If no , indicate that de minimis 10% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	Choose an item.	
23. What percentage of the entity's overall annual budget will this subaward comprise?	Choose an item.	
24. Considering all factors above, assess overall level of risk	Choose an item.	

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By: _____

Date of Assessment: _____

Exhibit B
Subrecipient Monitoring Form

This report reflects the Town of Huntersville's ("Town") substantive assessment of the subrecipient's project implementation and subaward compliance. The Town's Grant Manager assigned to the subaward or Finance Officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. Subaward Overview (complete this section for all reviews)

STAFF INFORMATION

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

SUBRECIPIENT INFORMATION

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

GRANT REVIEW INFORMATION

Grant	Project #	Award \$	POP Begin	POP End	Review Period	
					Beginning Date	Ending Date

TYPE OF MONITORING

	Type of Monitoring	Date Completed	Comments
☐	Payment Validation (Complete this column, but not the rest of the form.)		
☐	Report Review (Complete this column, but not the rest of the form.)		

☐	Audit or Procedures Engagement Review (Complete this column, but not the rest of the form.)		
☐	Desk Review (If desk review, complete the rest of the form.)		
☐	Onsite Review (If onsite review, complete the rest of the form.)		

II. Desk and Onsite Reviews (complete this section for desk and onsite reviews only)

PRE-MEETING NOTES

List any issues, concerns, or other specialty items for follow-up during review.

- 1.
- 2.

SUMMARY OF PROGRESS

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

MONITORING OVERVIEW

PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

MONITORING SPECIFICS

(Complete all fields that are applicable to the subaward.)

Activity Goals	☐ N/A	Yes	No	N/A
Scope of Service, Number of People to be Served, and any Special Terms stated within the Subaward Agreement.				
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?		☐	☐	☐
(a) If yes, was the Recipient informed of the change?		☐	☐	☐
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?		☐	☐	☐
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?		☐	☐	☐
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?		☐	☐	☐
5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?		☐	☐	☐
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)		☐	☐	☐

7. Did the activity funding source change?	☐	☐	☐
8. Was there a change in make-up or responsibility of staff for the activity?	☐	☐	☐
9. Were invoices for reimbursement payments submitted with support documentation?	☐	☐	☐
10. Were reports outlined in the Subaward Agreement submitted on time?	☐	☐	☐
General Comments			

General Compliance		Yes	No	N/A
Request a copy of all applicable policies and procedures required by the award terms and Uniform Guidance.				
11. Does the subrecipient have written policies and procedures to adequately administer the subaward?				
12. Does the subrecipient have a written conflict of interest policy for their employees?				
13. Are there sufficient internal controls in place to protect against waste, fraud, and abuse of Federal funds (segregation of duties, etc.)?				
14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with the terms and conditions of the federal grant and Uniform Guidance requirements?				
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?				
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?				
Describe any technical assistance/training provided to subrecipient during the project period.				
General Comments				

Employee Reimbursement	☐ N/A	Yes	No	N/A
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.				
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?				
16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?				
17. Does the subrecipient have a Reimbursement Policy?				
Examine two or more reimbursements that were paid out of the grant being monitored.				

18. Were the detailed receipts provided to support the amounts requested?			
19. Were the expenses in compliance with grant requirements/guidelines and UG?			
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?			
General Comments			
Equipment	☐ N/A	Yes	No N/A
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.			
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.			
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.			
Request an inventory list, physical locate selected items, and examine items to ensure compliance.			
1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?			
2. Has all equipment indicated as purchased actually been purchased?			
3. Was equipment purchased in accordance with required procurement rules/policies?			
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?			
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?			
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?			
7. Has the inventory been updated, and did it account for all items transferred to other entities?			
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?			
9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?			
General Comments			

Financial Management	☐ N/A	Yes	No	N/A
What is the Accounting System for each grant program?				
1. Is there a separate accounting for all financial transactions for the subaward?				
2. Is a process in place to prevent co-mingling of funds?				
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?				
4. Are accounting records supported by source documentation?				
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?				
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?				
7. Is proper Fiscal record retention being followed in accordance with the federal grant terms and conditions?				
What is the process for approval and payment of expenditures and posting to the General Ledger?				
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?				
9. Were the applicable State/Federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?				
10. Are all invoices reviewed by the project director for eligibility and marked 'okay to pay' prior to being submitted to the fiscal office or accounting staff for payment?				
11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?				
12. Are cancelled checks or warrants available for review?				
13. Were all subaward funds that were received disabused within the allowable timeframe?				
What is the reconciliation process, and how are errors or adjustments handled?				
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?				
15. Does the subrecipient have sufficient internal controls related to reconciliations?				
16. Were actions taken to promptly correct any errors and/or resolve issues?				
General Comments				

Other Direct Costs	☐ N/A	Yes	No	N/A
How are rent, utilities, and other items allocated for the program?				
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?				

2. Are receipts, bills, and invoices properly maintained?			
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?			
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?			
General Comments			

Personnel/Direct Labor	☐ N/A	Yes	No	N/A
Describe the payroll process and who is paid by the subaward.				
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?				
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.				
3. Are individual employee time sheets and attendance records:				
• Prepared and signed by each employee for each pay period?				
• Reviewed and signed by each employee's supervisor?				
• Reconciled to the payroll master ledger?				
4. Are all authorized staff positions filled for the approved budget?				
5. Are staff salaries consistent with the approved budget?				
6. Are fringe benefits the same as what is listed in the approved budget?				
General Comments				

Reporting Requirements	☐ N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
Comments				

Supplies & Materials	☐ N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				

1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?			
2. Are expenditures for supplies consistent with the approved budget?			
3. Is there a substantial supply inventory remaining at the project termination date?			
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?			
General Comments			
Travel/Vehicle Mileage	☐ N/A	Yes	No N/A
Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.			
1. Is employee travel approved in advance by a supervisor or project manager?			
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?			
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?			
4. Are mileage reimbursements supported by a mileage log or similar documentation?			
General Comments			

Single Audit Review	☐ N/A	Yes	No N/A
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.			
1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?			
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?			
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?			
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?			
General Comments <i>(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).</i>			

[DRAFTER NOTE: ADD OTHER RELEVANT REVIEW FIELDS HERE]

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

PURCHASING AND CONTRACTING POLICY

EXHIBIT C

**External Contract Addendum
(Includes Town's Federal Contract Terms)**



TOWN OF HUNTERSVILLE EXTERNAL CONTRACT ADDENDUM

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

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

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

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

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

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.

7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.
9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Conflicts of Interest.** The Contractor agrees to be bound by the Town's Uniform Guidance Conflicts of Interest Policy, which is included herein by reference.
11. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract²⁷.

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

Finance Director

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

PURCHASING AND CONTRACTING POLICY

EXHIBIT D

Minority Business Outreach Plan

	Title: Town of Huntersville Minority Business Participation Outreach Plan
	Description: Outlines good faith efforts required to solicit minority participation in building construction, renovation, and repair projects.
	Adopted By: Town Board of Commissioners Date:

TOWN OF HUNTERSVILLE MINORITY BUSINESS PARTICIPATION OUTREACH PLAN

SECTION 1. POLICY STATEMENT

It is the policy of the Town of Huntersville (the “Town”) to encourage minorities to participate in its building construction, renovation, and repair projects.

In accordance with N.C.G.S. § 143-128.2, the purpose of this plan is to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and nonminority businesses.

It is further the policy of the Town to prohibit illegal discrimination against any person or business enterprise and to conduct its building construction, renovation, and repair programs so as to prevent such discrimination.

The Town provides minorities and women equal opportunity for participating in all aspects of the Town’s contracting and procurement programs, including but not limited to, building projects, supplies and materials purchases, and professional and personal service contracts. We consider the participation of minority and women-owned businesses and the value of the quality and diversity of goods and services provided an investment. Any subsequent growth of businesses related to minority business participation parallels greater economic expansion, more jobs, and increased revenue to build our future.

It is the policy of the Town in concert with other local, state, and federal agencies and with the assistance of minority groups and agencies, to seek and identify qualified minority and women’s business enterprises (M/WBEs) and to offer them the opportunity to participate, and to encourage them to participate, in the Town’s building construction and repair programs. Under this policy, the Town adopts the definition of M/WBEs contained in N.C.G.S. § 143-128.2.

It is the intent of this policy to secure contractors’ participation and ensure competition. Nothing in this policy shall be construed to require contractors or the Town to award contracts or subcontracts or to make purchases of materials or equipment from minority business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

The Town will award public building construction and repair contracts to the lowest responsible,

responsive bidder as provided by Article 8 of Chapter 143 of the North Carolina General Statutes.

OBJECTIVES:

The primary objective of the Town's Minority Business Participation Outreach Plan will be to focus on full utilization of minority and women businesses in the Town's construction activities; the assurance of a good faith effort program that benefits contractors, subcontractors, and vendors alike; and early conflict intervention of general and discriminatory concerns in addition to the following areas of assistance:

- Maintain and promote minority-owned and women-owned business utilization.
- Increase the Town of Huntersville's knowledge of minority and women owned business firms and become familiar with their product line.
- Provide up-to-date information on Town bidding opportunities.
- Management and technical assistance guidance and support throughout the process to ensure significant minority and female business participation.
- HUBs will have an opportunity to receive technical assistance in licensing, bonding, completing bid forms, clarification of any area of the contract in which there are questions (not including estimates for any specific project), and other procedures involved in securing Town contracts.
- Provide and administer procedures for reporting and monitoring compliance of contract activity, subject to the provisions of the HUB requirements of the Town of Huntersville.
- Provide and administer procedures for resolving complaints of discrimination made against businesses holding construction contracts with the Town of Huntersville.

SCOPE:

This Policy Applies to Minority Businesses, Minority Persons, and Socially and Economically Disadvantaged Individuals.

A. A Minority Business is a business:

1. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals, and

2. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
- B. A Minority Person²⁸ is a person who is a citizen or lawful permanent resident of the United States, and who is:
1. Black, that is, a person having origins in any of the black racial groups in Africa;
 2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 4. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
 5. Female.
- C. A Socially and Economically Disadvantaged Individual is defined by 15 U.S.C. § 637 as a socially disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the federal government considers factors such as assets and net worth. This category includes M/WBEs of economically disadvantaged Indian tribes.

SECTION 1.1 VERIFIABLE GOALS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION²⁹

The Town has established a verifiable goal of ten percent (10%) for participation by minority businesses in locally funded building projects costing \$300,000 or more. The goal will be for the total value of work for the building project.

Pursuant to N.C.G.S. § 143-128.2(a), the Town shall also require a verifiable goal of ten percent (10%) of the total value of work for participation by minority businesses in building projects receiving state appropriations or other state grant funds, including a building project done by a private entity on a facility to be leased or purchased by the Town, where the project cost is one hundred thousand dollars (\$100,000) or more.

This policy shall not apply to the purchase and erection of prefabricated or relocatable buildings or portions thereof, except that portion of the work which must be performed at the construction site, as excepted in N.C.G.S. § 143-128.2(j).

²⁸ For building projects funded in whole or in part with federal funds, Hasidic Jews are also considered minority persons.

²⁹ Projects funded in whole or in part with federal funds will comply with applicable federal thresholds regarding Minority and Woman Owned Business Enterprises participation.

SECTION 1.2 MINORITY BUSINESS RESPONSIBILITIES

The Town does not certify minority, disadvantaged or woman-owned businesses. In order to participate, you must first become a certified minority or woman-owned business with the State of North Carolina. Certification is handled through the NC Department of Administration's Office for Historically Underutilized Businesses. Through Vendor Link, the online vendor registration software, businesses may register with the State and verify their status as a HUB vendor. Registration not only certifies you to do business with the Town as a M/WBE, but also makes you eligible for work with the State of NC.

If you would like to be certified, please visit the NC Department of Administration's Office for Historically Underutilized Businesses and complete the online application. The application process takes approximately 6-8 weeks.

SECTION 2- REGULATIONS AND PROCEDURES FOR IMPLEMENTING MINORITY BUSINESS ENTERPRISE PARTICIPATION POLICY

SECTION 2.1 FORMAL BUILDING PROJECTS:

The following requirements shall apply to all building projects costing three hundred thousand dollars (\$300,000) or more.

A. Town Responsibilities:

1. Advertise building projects. When soliciting bids for formal building projects, the Town shall advertise on their website via: <https://www.huntersville.org/Bids.aspx>.

At least 10 days prior to the scheduled day of bid opening, the Town shall notify minority businesses that have requested notices from the Town for public construction or repair work and minority businesses that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

- i. a description of the work for which the bid is being solicited,
 - ii. the date, time, and location where bids are to be submitted,
 - iii. the name of the individual within the public entity who will be available to answer questions about the project,
 - iv. where bid documents may be reviewed, and
 - v. any special requirements that may exist.
2. Hold a pre-bid conference prior to bid opening for each project and assure a Town representative is in attendance. The conference may be hosted in-person or through a virtual meeting platform.

3. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
4. The Town will research Historically Underutilized Business (HUB) resources on an annual basis and update its list of registered HUBs accordingly.
5. The Town shall report to the Department of Administration, Office of Historically Underutilized Business: 1) the verifiable percentage goal; 2) the type and total dollar value of the project, minority business utilization by minority business category, trade, total dollar value of contracts awarded to each minority group for each project; 3) the applicable good faith effort guidelines or rules used to recruit minority business participation; 4) good faith documentation accepted by the public entity from the successful bidder; and 5) the utilization of minority businesses under the various construction methods under N.C.G.S. § 143-128(a1).

B. Contractor Responsibilities:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
 - i. A description of the work for which the sub-bid is being solicited.
 - ii. The date, time and location where sub-bids are to be submitted.
 - iii. The name of the individual within the company who will be available to answer questions about the project.
 - iv. Where bid documents may be reviewed.
 - v. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
4. All bidders on building projects costing \$300,000 or more shall undertake good faith efforts to recruit minority businesses and provide documentation of meeting the minimum requirements of N.C. Gen. Stat. § 143-128.2. Failure to comply with these procedural requirements and requirements for submittal shall render the bid non-responsive and result in rejection of the bid.
5. Each bidder, which shall include first-tier subcontractors for construction manager at risk projects, on a building projects costing \$300,000 or more shall identify on its bid the minority businesses that it will use on the project and the total value of minority business contracting by **attaching to his or her bid** the *Identification of Hub Certified/Minority Business Participation Form* in the Appendix of this Plan. Each bidder shall also **attach to their bid** an affidavit (*Affidavit A* in the Appendix of this Plan) listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-

128.2(f) and Section 2.2 below. Alternatively, a contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit an affidavit to that effect (*Affidavit B* in the Appendix of this Plan) in lieu of Affidavit A. However, bidders opting to submit *Affidavit B* in lieu of *Affidavit A* must still submit the *Identification of Hub Certified/Minority Business Participation Form* with their bid.

The apparent lowest responsible, responsive bidder shall also file the following:

- i. Within the time specified in the bid documents, or if no time is specified, then at the time the bid is submitted, either:
 - a. An affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal (*Affidavit C* in the Appendix of this Plan). An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or
 - b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Bidders submitting documentation under this subsection must also submit *Affidavit D* in the Appendix of this Plan.
 - ii. Within 30 days after award of the contract, a list of all identified subcontractors that the contractor will use on the project.
6. During the construction of a project, if it becomes necessary to replace an M/WBE subcontractor, the prime contractor shall advise the Town in writing. No M/WBE subcontractor may be replaced with a different subcontractor except for the following:
- i. If the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work; or
 - ii. With the approval of the Town for good cause.

Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Town, in writing, of its good faith efforts to replace with another M/WBE Subcontractor. Good faith efforts as set forth in N.C.G.S. § 143-131(b) and Section 2.3(B) below apply to the selection of a substitute subcontractor.

SECTION 2.2 Minimum Good Faith Effort Requirements N.C.G.S. § 143-128.2(f):

All written statements, affidavits, or intentions made by the bidder shall become a part of the

agreement between the contractor and Town for the performance of the contract. Failure to comply with any of these statements, affidavits, or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false, or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. The Town shall determine, in the exercise of its sole discretion, whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, the Town will evaluate all efforts made by the contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Bidders must earn at least 50 points from the good faith efforts listed below in order for their bids to be considered responsive:

- (1) Contacting those minority businesses reasonably expected to submit a quote and known or identified to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (Value = 10 points)
- (2) Making the construction plans, specifications, and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. (Value = 10 points)
- (3) Breaking down or combining elements of work in economically feasible units to facilitate minority participation. (Value = 15 points)
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. (Value = 10 points)
- (5) Attending any pre-bid meetings scheduled by the public owner. (Value = 10 points)
- (6) Providing assistance in obtaining required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (Value = 20 points)
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification shall have the reasons documented in writing. (Value = 15 points)
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (Value = 25 points)

- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. (Value = 20 points)
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. (Value = 20 points)

Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort is grounds for rejection of the bid.

SECTION 2.3 INFORMAL BUILDING PROJECTS

Building projects costing more than thirty thousand dollars (\$30,000), but less than three hundred thousand Dollars (\$300,000).

A. Town's Responsibilities:

1. Notify Minority Business Enterprises of bidding opportunities by one of the following methods:
 - a) Advertise on their website via: <https://www.huntersville.org/Bids.aspx>.
 - b) Advertise the project in an identified Minority Business Enterprise targeted newspaper(s) or;
 - c) Attempt to contact Minority Business Enterprises.
2. Record all contractors contacted, along with the list of contractors provided with bidding documents.
3. Document Minority Business firms contacted and record their minority category along with any other efforts to recruit minority businesses.
4. Record all contractors submitting bids, along with the amount of each bid.
5. All data, including the type of project, total dollar value of the project, dollar value of minority business participation on each project, and documentation of efforts to recruit minority participation shall be reported to the Department of Administration, Office for Historically Underutilized Business, upon the completion of the project.

B. Contractor Responsibilities:

1. The Contractor will provide the following documentation prior to final payment by the Town.
 - a) A record of contractors solicited and efforts to recruit minority business participation in those contracts.
 - b) A list of minority businesses used on the project, identifying the businesses name, type of work performed, and minority category.

- c) List the dollar amount paid to each minority business and the percentage it represents of the final project value.

SECTION 2.4 QUALIFICATIONS BASED SELECTION

For the qualifications-based selection process to procure architectural, engineering, surveying, and construction-management-at-risk services, the Town shall make good faith efforts to encourage minority participation. These good faith efforts shall include notifying Minority Business Enterprises of opportunities by similar means as described in Section 2.3 of this policy.

MINORITY BUSINESS PARTICIPATION OUTREACH PLAN
APPENDIX FORMS FOLLOW
Identification of HUB Certified/ Minority Business Participation

I (name of bidder), _____ do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers, or providers of professional services. If none, leave blank.

<u>Firm Name, Address and Phone #</u>	<u>Work Type/Cost</u>	<u>*Minority Category</u>	<u>**HUB Certified (Y/N)</u>

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**)

American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office is required to be counted toward state participation goals.

The total value contracted to Minority Businesses will be (\$)_____.

If none, please insert zero.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

Affidavit of (name of bidder) _____

I have made a good faith efforts to comply under the following areas checked.

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 – (10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses or provided these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broke down or combined elements of work to be subcontracted into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended any prebid meetings scheduled by the Town.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

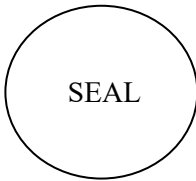
Signature page follows

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Town. Substitution of contractors must be in accordance with N.C.G.S. § 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, *County of* _____

Subscribed and sworn to before me this _____ *day of* _____ 20____

Notary Public _____

My commission expires _____

**State of North Carolina AFFIDAVIT B—
Intent to Perform Contract with Own Workforce.**

County of _____

Affidavit of (name of bidder)_____

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

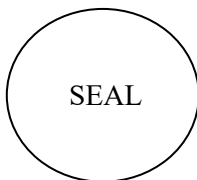
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the Town in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:_____ Name of Authorized Officer:_____

Signature:_____



Title:_____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

**State of North Carolina AFFIDAVIT C – Portion of the Work to be Performed by HUB
Certified/Minority Businesses**

County of _____

If the portion of the work to be executed by HUB certified/minority businesses as defined in N.C.G.S §§ 143-128.2(g) and 128.4(a),(b),(e) is **equal to or greater than 10%** of the bidders total contract price, then the bidder must complete this affidavit.

Affidavit of (name of bidder)_____ I do hereby certify that on the

Project ID#/Name _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**).

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

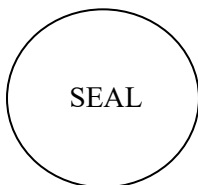
Pursuant to N.C.G.S. § 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Town. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

**State of North Carolina AFFIDAVIT D –
Good Faith Efforts Documentation**

County of _____

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall ***provide the following documentation*** to the Town of his good faith efforts:

Affidavit of (Name of Bidder)_____ I do hereby certify that on the

Project ID#/Name_____ Amount of Bid \$_____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below. If none, leave blank.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not limited to, the following:

- a. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

- b. Copies of quotes or responses received from each firm responding to the solicitation.
- c. A telephone log of follow-up calls to each firm sent a solicitation.
- d. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- e. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal, including ads placed.
- f. Copy of pre-bid roster.
- g. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- h. Letter detailing reasons for rejection of minority business due to lack of qualification.
- i. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

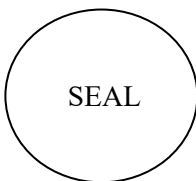
Pursuant to N.C.G.S. § 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Town. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____
20____

Notary Public _____

My commission expires _____

PURCHASING AND CONTRACTING POLICY

EXHIBIT E

Delegation of Contracting Authority

RESOLUTION DELEGATING AUTHORITY TO AWARD CERTAIN CONTRACTS

WHEREAS, the Town of Huntersville has been granted certain corporate powers, including but not limited to, the power to contract; and

WHEREAS, pursuant to N.C.G.S. § 160A-12, when a power is conferred by charter or general law without direction or restriction as to how it is to be exercised or performed, such power may be carried into execution as provided by resolution of the Board of Commissioners; and

WHEREAS, pursuant to N.C.G.S. § 160A-148, the Town Manager is the chief administrator for the Town and shall perform such duties as the Board of Commissioners may require or authorize; and

WHEREAS, on October 21, 2019, the Board of Commissioners delegated the authority to the Town Manager to award qualifications-based selection contracts under § N.C.G.S. 143-64.31 without Board approval when the estimated fee of the contract is less than \$50,000; and

WHEREAS, § N.C.G.S. 143-64.32 does not require approval from the Board of Commissioners for qualification-based selection contracts; and

WHEREAS, N.C.G.S. §143-129 currently allows the Board of Commissioners to delegate authority to approve, award, and execute contracts and amendments to contracts in the following amounts:

- i) less than \$500,000 for construction and repair, and
- ii) any amount for apparatus, supplies, materials, and equipment, excluding sole source and piggyback awards as set forth in N.C.G.S. §143-129(e)(6) and (g)); and

WHEREAS, the North Carolina General Statutes generally do not restrict the Board of Commissioners' power to delegate authority to, enter into, or amend service contracts, or contracts that do not involve the payment of money by the Town; and

WHEREAS, to increase efficiency in the Town's contracting process consistent with the changes in award authority enacted by the General Assembly, the Board of Commissioners desires to delegate the award of certain contracts and amendments to the Town Manager; and

NOW THEREFORE, be it resolved by the Town of Huntersville Board of Commissioners, that:

1. Authority to execute contracts without approval by the Board of Commissioners.

Except as may be limited by law, the Town Manager and Deputy Town Manager, in the absence of the Town Manager, are authorized to: (a) approve, award, and execute contracts and amendments to contracts, of any kind or nature, including those for qualifications-based selection, when the expected expenditure of Town funds is less than \$300,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract; and (b) approve and

execute contracts that do not require an expenditure of funds by the Town. Further, subject to any restrictions or limitations that may be imposed by the Town Manager, the Deputy Town Manager is authorized to approve, award, and execute contracts and amendments for the purchase of apparatus, supplies, materials and equipment when the expected expenditure of Town funds is less than \$100,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract.

2. Authority to execute and make non-substantial changes to contracts approved by Board of Commissioners.

The Town Manager and Deputy Town Manager are authorized to: (a) execute contracts awarded or approved by the Board of Commissioners, and (b) make technical corrections and minor modifications to a contract approved by the Board of Commissioners, consistent with the spirit and intent of what the Board of Commissioners approved.

3. Authority to execute grant applications and grants.

The Town Manager and Deputy Town Manager are authorized to execute grant applications, grant awards and grant agreements when the amount of any Town match is within budgeted appropriations.

4. Authority to Delegate.

Except as may be limited by law, the Town Manager may delegate the authority conferred by this resolution to Deputy Town Manager in such amounts as the Town Manager may determine from time to time.

5. Summary of Contracts.

A summary of all contracts executed by the Town Manager or Deputy Town Manager pursuant to this delegation of authority in excess of \$50,000 shall be provided to the Board of Commissioners on a quarterly basis, unless requested by the Board of Commissioners more or less frequently. The summary shall include the contract amount, the contract term, the party to whom the contract was awarded, and a brief description of the purpose of the contract.

6. This resolution supersedes any prior delegation of authority regarding the subjects of this resolution.

7. The Board of Commissioners directs that this resolution be reflected in the minutes of the Huntersville Board of Commissioners.

8. This resolution shall become effective upon adoption.

PURCHASING AND CONTRACTING POLICY

EXHIBIT F QBS Exemption Form



EXEMPTION OF CONTRACT FROM N.C.G.S § 143-64.31 ("Mini Brooks Act")

Name of Project: _____ ("Project")

1. Except in cases of special emergency involving health and safety, N.C.G.S § 143-64.31 requires the selection of firms to perform architectural, engineering, surveying, construction management at risk services, design-build services, and public private partnership construction services to be based on demonstrated competence and qualification for the type of professional services required without regard to fee; and
2. Contracts with an estimated professional fee in an amount less than fifty thousand dollars (\$50,000) may be exempted in writing from the qualification-based selection ("QBS") process pursuant to N.C.G.S § 143-64.32.
3. The Huntersville Board of Town Commissioners has authorized the Town Manager to issue written exemptions for qualifying contracts pursuant to N.C.G.S § 143-64.32.
4. The Town of Huntersville proposes to contract with _____ [name of firm] for the professional services set forth below ("the Services"):
5. The estimated fee for the Services is less than \$50,000.

NOW THEREFORE, THE UNDERSIGNED DECLARES THAT:

1. The contract for the Project is exempted from the provisions of N.C.G.S § 143-64.31.

Huntersville Town Manager



RESOLUTION ADOPTING CONTRACTING AND PURCHASING POLICIES

WHEREAS, the North Carolina General Statutes include various rules, regulations, and requirements governing municipal contracting and purchasing; and

WHEREAS, the Code of Federal Regulations includes various rules, regulations, and requirements governing the administration and expenditure of federal grant funds; and

WHEREAS, the Town of Huntersville (the "Town") wishes to update and adopt comprehensive purchasing and contracting policies to ensure that all applicable federal, state, and local rules, regulations, and requirements governing municipal contracting and purchasing and the administration and expenditure of grant funds are adhered to; and

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Town Board approves the comprehensive purchasing and contracting policies and all attachments and exhibits thereto and ratifies the contents therein.
2. The Town Board authorizes the Town Manager, acting upon the counsel of the Town Attorney, to amend the administrative purchasing and contracting policies as may be necessary to comply with legislative changes and to make any non-substantive (i.e. formatting, spacing, grammatical, clarifying) amendments to the policies as he or she deems necessary.

Ordered this 18th day of April, 2021.

ATTEST:

Janet Pierson, Town Clerk

Melinda Bales, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney