

Mayor  
Jill Swain

Mayor Pro-Tem  
Sarah McAulay

Commissioners  
Danae Caulfield  
Charles Jeter  
Ron Julian

Town Manager  
Gregory H. Ferguson

Town Attorney  
Bob Blythe



**Department Heads**  
Max Buchanan, Public Works  
Bill Coxe, Transportation  
Michael Jaycocks, Parks & Rec  
Craig Norfolk, Electric  
Philip Potter, Police Chief  
Jack Simoneau, Planning  
Janet Stoner, Finance

**Assistant Town Manager**  
Gerry Vincent

**Town Clerk**  
Janet Pierson

## AGENDA

### Regular Town Board Meeting June 20, 2011 – 6:30 p.m.

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

**I. Pre-meeting – 6:00 p.m.**

- A. Discussion – Visit Lake Norman.

**II. Call to Order**

**III. Invocation/Moment of Silence**

**IV. Pledge of Allegiance**

**V. Mayor and Commissioner Reports/Staff Questions**

- A. Mayor Swain (MTC, NMIP Management Team, ASC Board)  
B. Commissioner Danae Caulfield (COG, Police Dispatch)  
C. Commissioner Charles Jeter (LNTC)  
D. Commissioner Ron Julian (LNREDC Board, Lake Norman Chamber)  
E. Commissioner Sarah McAulay (MPO, NC 73 COP, Planning Coordinating Committee)

**VI. Public Comments, Requests, or Presentations**

- A. Recognition of key sponsors for the Kids Triathlon Series.

**VII. Agenda Changes**

- A. Agenda changes, if any.  
B. Adoption of Agenda.

**VIII. Public Hearings**

- A. None

**IX. Other Business**

- A. Consider adopting the 2030 Community Plan. **Attachment No. 1.** (Zac Gordon/Jack Simoneau)  
B. Consider authorizing execution of Municipal Agreement with NCDOT for improvements to Bridge #100 over Gar Creek on SR 2120 (McCoy Road). **Attachment No. 2.** (Max Buchanan)  
C. Consider authorizing execution of Municipal Agreement with NCDOT for improvements to Bridge #128 over a branch of McDowell Creek on SR 2131 (Bud Henderson Road). **Attachment No. 3.** (Max Buchanan)  
D. Consider authorizing execution of Municipal Agreement with NCDOT for improvements to Bridge #130 over a branch of McDowell Creek on SR 2130 (McIlwaine Road). **Attachment No. 4.** (Max Buchanan)  
E. Consider adding Shoreway Drive to the Huntersville Street System. **Attachment No. 5.** (Max Buchanan)  
F. Discussion on streetlight policy relating to Parkside at Skybrook North. **Attachment No. 6.** (Max Buchanan)  
G. Authorize Mayor to execute Acknowledgement and Agreement for cell tower currently located on property owned by the Town of Huntersville. **Attachment No. 7.** (Greg Ferguson)  
H. Consider adopting resolution supporting Senate Bill 773 (An Act to Allow All Cities and Counties to Give Electronic Notice of Public Hearings). **Attachment No. 8.** (Greg Ferguson)  
I. Consider appointing representative to Visit Lake Norman and the School Advisory Committee.

**X. Consent Agenda**

- A. Approve minutes of the June 6, 2011 Regular Town Board Meeting. **Enclosure.**
- B. Approve budget amendment recognizing DARE Camp revenue in the amount of \$5,100 and appropriate to the Summer Youth Program account. **Attachment No. 9.** (Janet Stoner/Chief Potter)
- C. Approve budget amendment recognizing Carolina Kids' Triathlon sponsorship revenue in the amount of \$2,000 and appropriate to the Programming Carolina's Kids Triathlon account. **Refer to Attachment No. 9.** (Janet Stoner/Dee Jetton)
- D. Approve budget amendment recognizing SS Triathlon sponsorship revenue in the amount of \$2,203 and appropriate to the Programming SS Triathlon account. **Refer to Attachment No. 9.** (Janet Stoner/Dee Jetton)

**XI. Closing Comments**

**XII. Adjourn**

To speak concerning an item on the Agenda, please print your name and address on the sign-up sheet on the table outside the Board Room prior to the meeting. If you wish to speak concerning an item that is added to the Agenda during the meeting, please raise your hand during that item. Each speaker will be limited to 3 minutes.

**AS A COURTESY, PLEASE TURN CELL PHONES  
OFF WHILE MEETING IS IN PROGRESS**

# **ATTACHMENT NO. 1**

**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
June 20, 2011

<b>REVIEWED:</b>
Town Manager <u>    <i>J</i>    </u>
Finance Officer <u>                    </u>
Town Attorney <u>                    </u>

To: The Honorable Mayor and Board of Commissioners,  
From: Zac Gordon, Principal Planner, Jack Simoneau, Planning Director  
Subject: Town of Huntersville 2030 Community Plan

At the February 10, 2010 Annual Retreat, the Town Board directed staff to update the Huntersville Community Plan for a successful future (Attachment). Since that time, staff has been working with the Planning Board, Board of Commissioners and public in preparing the Town of Huntersville 2030 Community Plan. As work has progressed on the plan, input and feedback was provided at 8 joint Planning Board/Town Board meetings, 15 Planning Board meetings, 3 public meetings and a citizen survey sent to a random sample group as well as made available to all residents on the town web site. In all, over 850 residents have taken the opportunity to provide input on the Town of Huntersville 2030 Community Plan.

**Overview**

The Huntersville 2030 Community Plan sets forth a vision for land use, preservation and development within the Town of Huntersville through 2030. The plan addresses the following six (6) focus areas, identified through the joint Town Board/Planning Board input sessions at the beginning of the Community Plan process:

- Housing
- Environment
- Transportation
- Economic and Commercial Development
- Downtown
- Public Facilities

On May 24<sup>th</sup>, the Planning Board voted unanimously to recommend that the Town Board adopt the Huntersville 2030 Community Plan.

**ACTION RECOMMENDED: Adoption**

**ATTACHMENTS: 2-12-2010 BOC Retreat Summary**

**ENCLOSURES: Huntersville Community Plan**

**FINANCIAL IMPLICATIONS: N/A**

# BOC Retreat Notes

2-12-2010

Notes from the afternoon discussion:

## *What will make Huntersville Successful in the Future?*

### **Roads (7):**

- Long term vision for roads
- Improved roads and transportation
- Better roads
- Vision for roads in next 5 years
- Roads that have right turn lanes
- Widen I-77
- Complete entrance into industrial park
- East-West road improvements (Sam Furr, Gilead/Hunt-Cone, Alexander Ave.)
- Continue working on list of road projects
- Complete West-Vance Rd.

### **Police Station (6):**

- New police station (4)
- Public safety, police department
- Secure properties for new police station

### **Planning/SAP (4):**

- Updated Huntersville community plan
- Review and reaffirm all SAPs (2)
- Parks and recreation master plan
- Shorter planning process
- A downtown that is identifiable, (charming, sidewalks, architectural style)
- Revitalized downtown
- Successful node communities (i.e. Bryton, Birkdale, Downtown)
- Bike/walking trails
- Balance residential/community development
- Open space/parks
- Revisit corporate business zoning properties (I-77, Alexander and Statesville-Mt. Holly Roads.)
- Sell Mill site to a developer to fix East Huntersville Small Area Plan
- Phillip property zoning, settle frontage legal suit

### **Public Works (3):**

- Secure property for public works
- Expand police space next 2-5 years to be occupied (by Public Works?)
- New updated public works facility
- Public works building
- Town hall large enough to meet the town's needs

# **ATTACHMENT NO. 2**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011**

<b>REVIEWED:</b>
Town Manager <u>  P  </u>
Finance Officer <u>          </u>
Town Attorney <u>          </u>

To: The Honorable Mayor and Board of Commissioners

From: Max L. Buchanan, PE – Director of Public Works/Town Engineer

Subject: Execution of Municipal Agreement with NCDOT – McCoy Road Bridge  
(Bridge # 100) over Gar Creek (TIP# - B-4200 / WBS 33547.3.1)

The NCDOT proposes to make improvements to Bridge #100 over Gar Creek on SR 2120 (McCoy Road) in Huntersville. The project is currently shown in the latest NCDOT Transportation Improvement Program as beginning construction in 2011 and provides for a replacement structure including bridge approaches.

The NCDOT has requested this Municipal Agreement to serve as a notice only and includes no monetary contribution from the Town of Huntersville.

It is my recommendation that this Agreement be executed for subsequent placement onto the next scheduled NCDOT Board Agenda.

**ACTION RECOMMENDED:** Execute Municipal Agreement

**ATTACHMENTS:** Draft Municipal Agreement with NCDOT  
Dated – 3/10/11

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** None

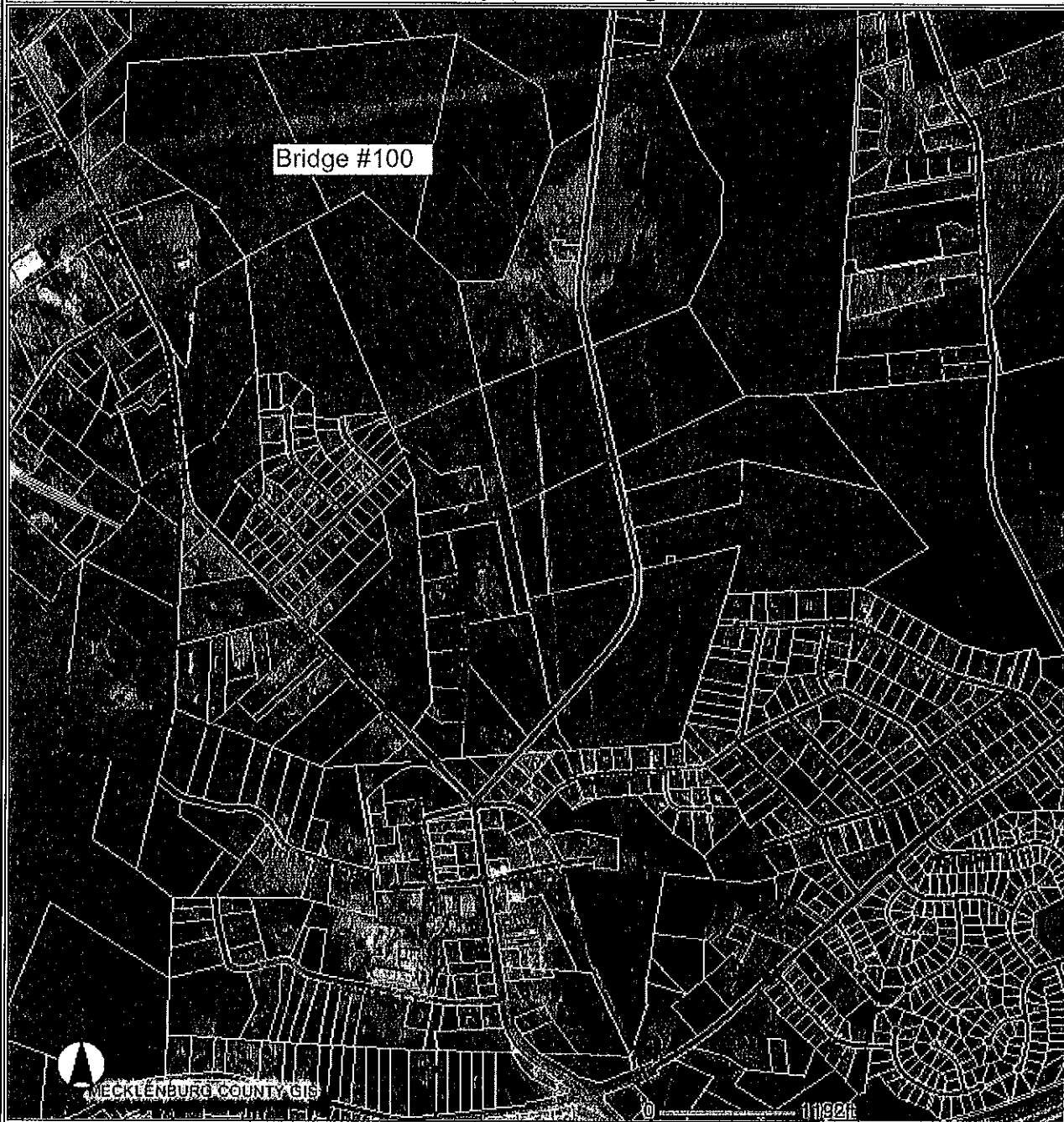
Mecklenburg County, North Carolina

# POLARIS

Property Ownership Land Records Information System

Date Printed: Tue Jun 14 10:38:08 EDT 2011

## McCoy Road Bridge



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

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT**

MECKLENBURG COUNTY

DATE: 3/10/2011

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: B-4200

AND

WBS Elements: 33547.3.1

TOWN OF HUNTERSVILLE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Huntersville, a local government entity, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under TIP Project B-4200, in Mecklenburg County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## **SCOPE OF THE PROJECT**

1. The Project consists of improvements to Bridge No. 100 over Gar Creek on SR 2120 (McCoy Road) in Huntersville.

## **PLANNING, DESIGN AND RIGHT OF WAY**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

## **UTILITIES**

4. It is understood that the water and sewer lines are owned by Charlotte-Mecklenburg Utilities, therefore a separate Utility Agreement will be prepared with Charlotte-Mecklenburg Utilities. The Municipality shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

## **CONSTRUCTION AND MAINTENANCE**

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
7. Upon completion of the Project, the Improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## **ADDITIONAL PROVISIONS**

8. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
9. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
10. All terms of this Agreement are subject to available departmental funding and fiscal constraints.
11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HUNTERSVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by \_\_\_\_\_ of the local governing body of the Town of Huntersville as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Town of Huntersville

P. O. Box 664

Huntersville, NC 28070

Attention: Mr. Max L. Buchanan, PE

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

# **ATTACHMENT NO. 3**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011**

<b>REVIEWED:</b>	
Town Manager	<u>X</u>
Finance Officer	_____
Town Attorney	_____

To: The Honorable Mayor and Board of Commissioners

From: Max L. Buchanan, PE – Director of Public Works/Town Engineer

Subject: Execution of Municipal Agreement with NCDOT – Bud Henderson Road Bridge (Bridge # 128) over branch of McDowell Creek (TIP# - BD-5110C / WBS 45356.3.3)

The NCDOT proposes to make improvements to Bridge #128 over a branch of McDowell Creek on SR 2131 (Bud Henderson Road) in Huntersville. The project is currently projected to begin construction within the next 12 months and provides for a replacement structure including bridge approaches.

This Municipal Agreement provides that the Town of Huntersville reimburse NCDOT sixty percent (60%) of the construction cost associated with widening the bridge from thirty (30) feet to thirty-nine (39) feet as requested by the Town. The widened bridge will accommodate future sidewalks and provide for pedestrian bridge railing. The total estimated cost of the additional work is \$100,000 with the Town of Huntersville being responsible for \$60,000 upon completion of the work.

It is my recommendation that this Agreement be executed for subsequent placement onto the next scheduled NCDOT Board Agenda.

**ACTION RECOMMENDED:** Execute Municipal Agreement

**ATTACHMENTS:** Draft Municipal Agreement with NCDOT  
Dated – 5/18/11

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** None

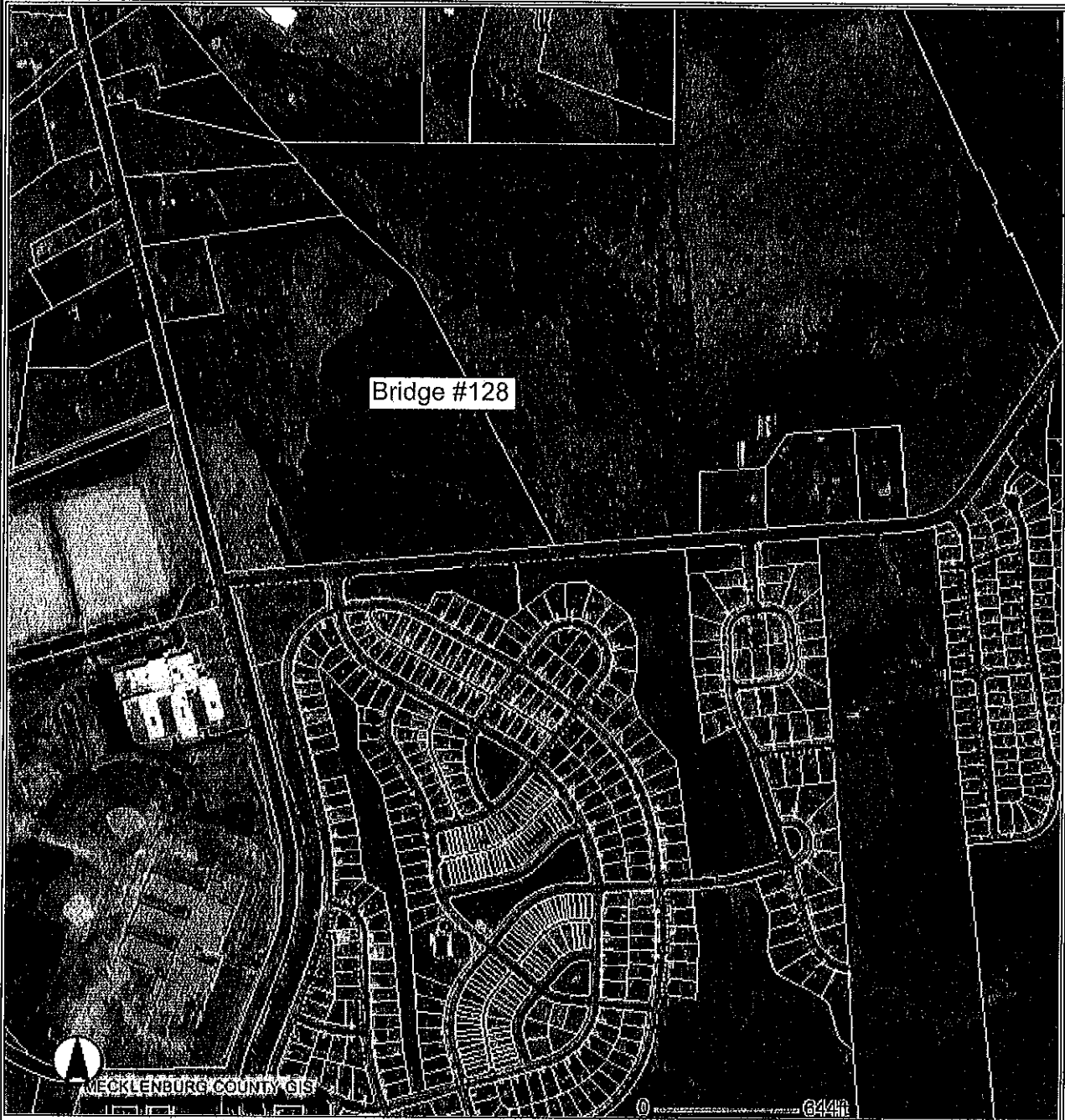
Mecklenburg County, North Carolina

# POLARIS

Property Ownership Land Records Information System

Date Printed: Tue Jun 14 10:36:08 EDT 2011

## Bud Henderson Bridge



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NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT -  
MUNICIPAL AGREEMENT**

MECKLENBURG COUNTY

DATE: 5/18/2011

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: BD-5110C

AND

WBS Elements: 45356.3.3

TOWN OF HUNTERSVILLE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Huntersville, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under TIP # BD-5110C, in Mecklenburg County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## **SCOPE OF THE PROJECT**

1. The Project consists of the replacement of Bridge #128 on Bud Henderson Road (SR 2131) over a branch of McDowell Creek in Huntersville.

## **PLANNING, DESIGN AND RIGHT OF WAY**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

## **UTILITIES**

4. It is understood that the utility lines are owned by Charlotte-Mecklenburg Utilities, therefore a separate Utility Agreement will be prepared with Charlotte-Mecklenburg Utilities. The Municipality shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately - or publicly-owned utilities.

## **CONSTRUCTION AND MAINTENANCE**

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
7. Upon completion of the Project, the improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## FUNDING

8. The Municipality shall participate in the Betterment costs of the Project as follows:
  - A. Upon completion of the work, the Municipality shall reimburse the Department sixty percent (60%) of the estimated cost of the work associated with the construction to widen the bridge from thirty (30) feet to thirty-nine (39) feet. The widened bridge will accommodate future sidewalks. The work associated with the construction of the widened bridge includes the widened bridge deck and substructure, the pedestrian bridge railing and the widened bridge approaches. The Department shall participate in forty percent (40%) of the cost of the additional work. The estimated cost of the additional work is \$100,000. The cost to the Municipality is \$60,000. Both parties understand that this is an estimated construction cost but agree that this estimated cost will not be subject to change.
  - B. Reimbursement to the Department shall be made in one final payment upon completion of the work and within sixty days of invoicing by the Department.
  - C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

## ADDITIONAL PROVISIONS

9. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
10. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
11. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

12. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: TOWN OF HUNTERSVILLE  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by \_\_\_\_\_ of the local governing body of the Town of Huntersville as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number  
\_\_\_\_\_

Remittance Address:  
Town of Huntersville

P.O. Box 664

Huntersville, NC 28070

Attention: Mr. Max L. Buchanan, PE

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

# **ATTACHMENT NO. 4**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011**

<b>REVIEWED:</b>
Town Manager <u>  <i>MB</i>  </u>
Finance Officer <u>          </u>
Town Attorney <u>          </u>

To: The Honorable Mayor and Board of Commissioners

From: Max L. Buchanan, PE – Director of Public Works/Town Engineer

Subject: Execution of Municipal Agreement with NCDOT – McIlwaine Bridge  
(Bridge # 130) over branch of McDowell Creek (TIP# - BD-5110P / WBS  
45356.3.16)

The NCDOT proposes to make improvements to Bridge #130 over a branch of McDowell Creek on SR 2130 (McIlwaine Road) in Huntersville. The project is currently projected to begin construction within the next 12 – 15 months and provides for a replacement structure including bridge approaches.

This Municipal Agreement provides that the Town of Huntersville reimburse NCDOT sixty percent (50%) of the construction costs associated with widening the bridge from thirty (30) feet to thirty-nine (39) feet as requested by the Town. The widened bridge will accommodate future sidewalks and provide for pedestrian bridge railing. The total estimated cost of the additional work is \$80,000 with the Town of Huntersville being responsible for \$40,000 upon completion of the work.

It is my recommendation that this Agreement be executed for subsequent placement onto the next scheduled NCDOT Board Agenda.

**ACTION RECOMMENDED:** Execute Municipal Agreement

**ATTACHMENTS:** Draft Municipal Agreement with NCDOT  
Dated – 5/18/11

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** None

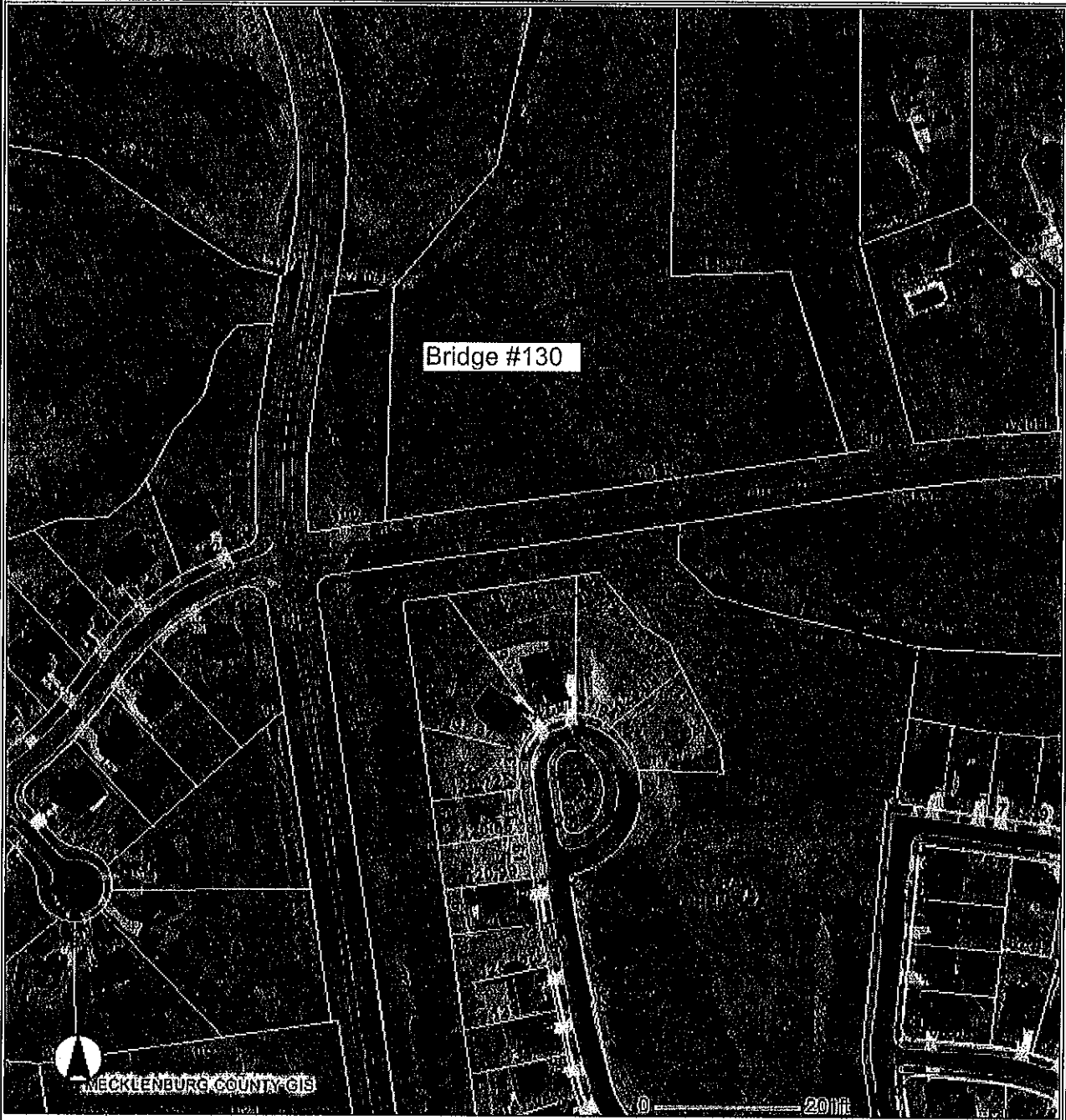
Mecklenburg County, North Carolina

# POLARIS

Property Ownership Land Records Information System

Date Printed: Tue Jun 14 10:38:08 EDT 2011

## McIlwaine Road Bridge



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NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT  
-MUNICIPAL AGREEMENT**

MECKLENBURG COUNTY

DATE: 5/18/2011

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: BD-5110P

AND

WBS Elements: 45356.3.16

TOWN OF HUNTERSVILLE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Huntersville, a local government entity, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under TIP # BD-5110P, in Mecklenburg County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## **SCOPE OF THE PROJECT**

1. The Project consists of the replacement of Bridge #130 on Mollwaine Road (SR 2130) over a branch of McDowell Creek in Huntersville.

## **PLANNING, DESIGN AND RIGHT OF WAY**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

## **UTILITIES**

4. It is understood that the utility lines are owned by Charlotte-Mecklenburg Utilities, therefore a separate Utility Agreement will be prepared with Charlotte-Mecklenburg Utilities. The Municipality shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately - or publicly-owned utilities.

## **CONSTRUCTION AND MAINTENANCE**

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
7. Upon completion of the Project, the improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## FUNDING

8. The Municipality shall participate in the Betterment costs of the Project as follows:
  - A. Upon completion of the work, the Municipality shall reimburse the Department fifty percent (50%) of the estimated cost of the work associated with the construction to widen the bridge from thirty (30) feet to thirty-nine (39) feet. The widened bridge will accommodate future sidewalks. The work associated with the construction of the widened bridge includes the widened bridge deck and substructure, the pedestrian bridge railing and the widened bridge approaches. The Department shall participate in fifty percent (50%) of the cost of the additional work. The estimated cost of the additional work is \$80,000. The estimated cost to the Municipality is \$40,000. Both parties understand that this is an estimated cost and is subject to change.
  - B. Reimbursement to the Department shall be made in one final payment upon completion of the work and within sixty days of invoicing by the Department.
  - C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

## ADDITIONAL PROVISIONS

9. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
10. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
11. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

12. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HUNTERSVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by \_\_\_\_\_ of the local governing body of the Town of Huntersville as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:  
Town of Huntersville

P. O. Box 664

Huntersville, NC 28070

Attention: Mr. Max L. Buchanan, PE

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

# **ATTACHMENT NO. 5**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011  
MEETING**

To: The Honorable Mayor and Board of Commissioners

From: Max L. Buchanan, PE – Director of Engineering & Public Works

Subject: **Shoreway Drive** – Private street off of Hagers Ferry Road  
Discussion & consideration for addition to Huntersville Street System

---

The Town of Huntersville Engineering & Public Works currently shows Shoreway Drive, located off of Hagers Ferry Road approximately 160 linear feet north of NC73, as being a privately maintained street.

Shoreway Drive is 340' long and 24' wide with severely deteriorated asphalt pavement. There are currently 5 different property owners with frontage on Shoreway Drive.

Engineering & Public Works has received both verbal and written requests to add Shoreway Drive to the Town of Huntersville Street System. Policy requires that all streets added to the Huntersville system meet minimum street standards, including acceptable asphalt pavement condition.

This is to provide information for the Board's consideration for possible addition of Shoreway Drive to the Huntersville Street System.

**ACTION RECOMMENDED:** Discussion and Consideration for Addition of Shoreway Drive to Huntersville Street System

**ATTACHMENTS:** Maps, Plat, Policy, Petition

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** General Fund and/or Powell Bill

# Town of Huntersville NORTH CAROLINA

Dear Mayor and Commissioners,

The following is in behalf of owners of the five properties on Shoreway Drive in the Bayshores Development in the Town of Huntersville.

The pavement on our street is in bad condition. Nothing in the way of maintenance has been done since the street was built in the early 1980's. When I asked Mr. Kevin Fox why the street was not properly maintained he stated that it had never been ceded to the Town. After submitting a petition signed by all owners that this be done, Mr. Fox stated that he could not recommend to board that the Town take over maintenance unless the street first be brought up to Town standards, in other words be repaved at our expense. All other conditions such as proper right of way are met. The Town board however may waive that requirement.

Shortly after I moved here in 1985 I found out that Shoreway Dr. had not been ceded to the State. I Visited Mr. Irv Hager, owner of Sixth Development Corp., the Bayshores developer and requested that he do so. He said he thought it had already been done. I told him that all other streets in the development had been, but Shoreway had not. He assured me that it would be done. Unfortunately, I took him at his word. It was only after my recent conversation with Mr. Fox that I found out that it had not been done. Now, because of someone else's negligence we are faced with an unwarranted expense unless you will help us by waiving the conditions required to take over maintenance of the street.

We think this is a reasonable request. The street (cul-de-sac) is only 350 feet long. All other streets in the Bayshore development were ceded to the State many years ago, and subsequently to the Town (in 2000). Since 2000 they have been properly maintained by the Town. We on Shoreway drive have been paying the same tax rate as others but have not had our street maintained. In fact, we have paid more than \$60,000 in taxes to Huntersville in the past ten years. Starting this year we will be paying \$7,892 per year under the propose tax rate.

Please help us by waiving the street condition requirement and take over maintenance of our street. I assume Mr. Fox still has the petition. If not I can send you a copy. Any help you can give us in this matter will be greatly appreciated.

B. B. Fesperman

### *Engineering & PW Comments:*

*Shoreway Drive is currently a 'private' drive.*

*Other roads off of Hagers Ferry:*

*Stinson Road was added - 2006*

*Twin Cove was added - 2002*

*Island Dr was added - 2002*

*Clarendon was added - 2002*

*Pavement on Shoreway Drive is in severely deteriorated condition. Necessary patching quantities followed by a recommended 1½ inch overlay is estimated at \$21,000.*

*Conversations with NCDOT indicate that Shoreway Drive was never maintained by NCDOT as all other streets referenced were. Possible reasons on why it was never added to the NCDOT system might include: property owners wanted to keep it private, not built to NCDOT standards, failure to complete 'petition for addition' process.*

*Property taxes not utilized for street pavement maintenance. Addition of Shoreway Drive (340' in length) will result in an additional \$300 - \$400 in Powell Bill revenues per year.*

## **Engineering&PublicWorks**

Post Office Box 664 • 11316 Sam Furr Road • Huntersville, NC 28070  
phone 704.875.7007 • fax 704.948.0111 • www.huntersville.org

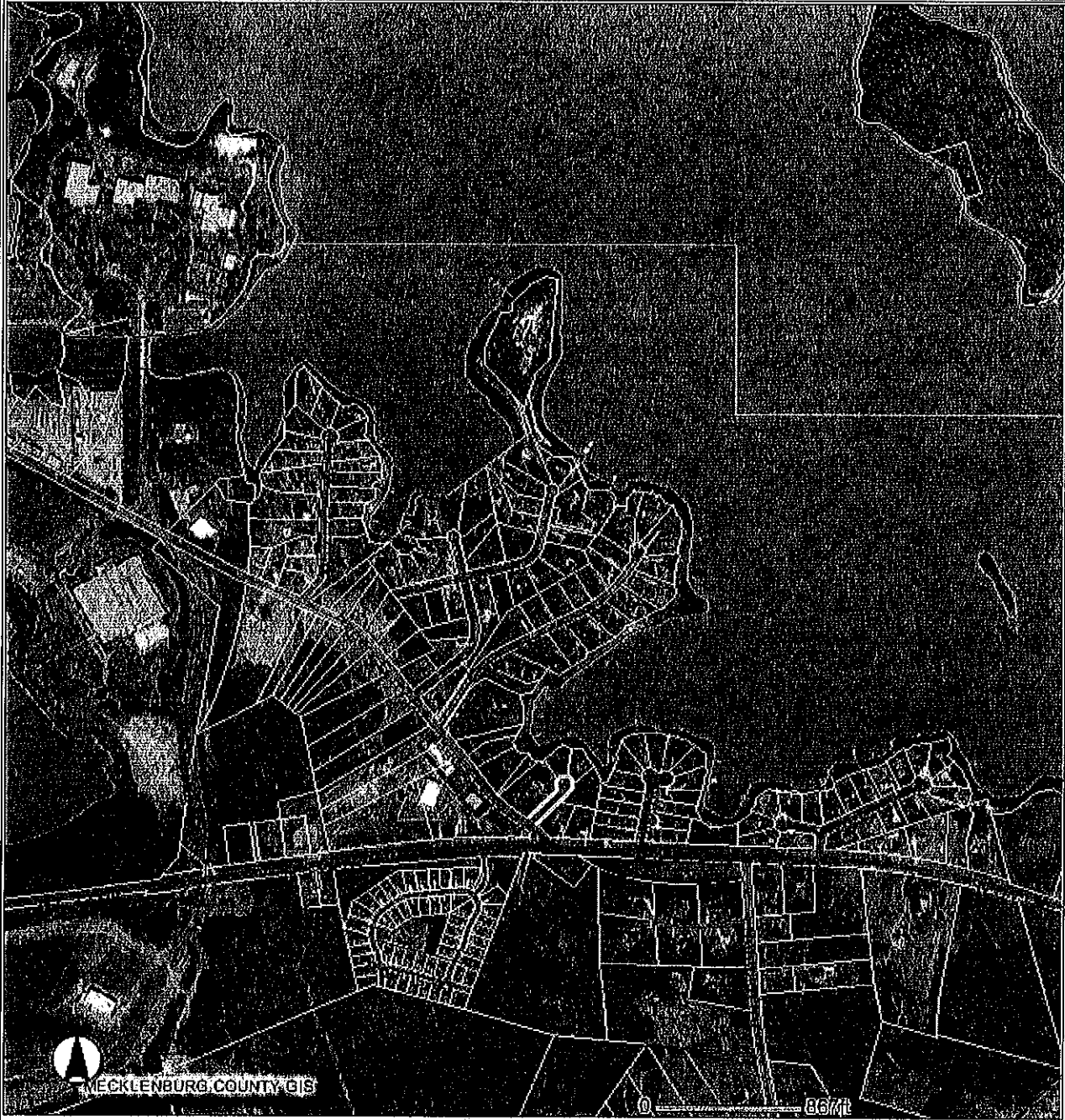
Mecklenburg County, North Carolina

# POLARIS

Property Ownership Land Records Information System

Date Printed: Fri Jun 3 12:43:47 EDT 2011

## HagersFerryRoad / Shoreway Drive



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

Mecklenburg County, North Carolina  
**POLARIS**  
Property Ownership Land Records Information System

Date Printed: Fri Jun 3 12:43:47 EDT 2011

**Shoreway Drive**



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STIMPSON COVE - 2006

TWIN COVE - 2002

ISLAND DR. - 2002

CLARIBONDON - 2002

Added to Town of Huntersville Street System

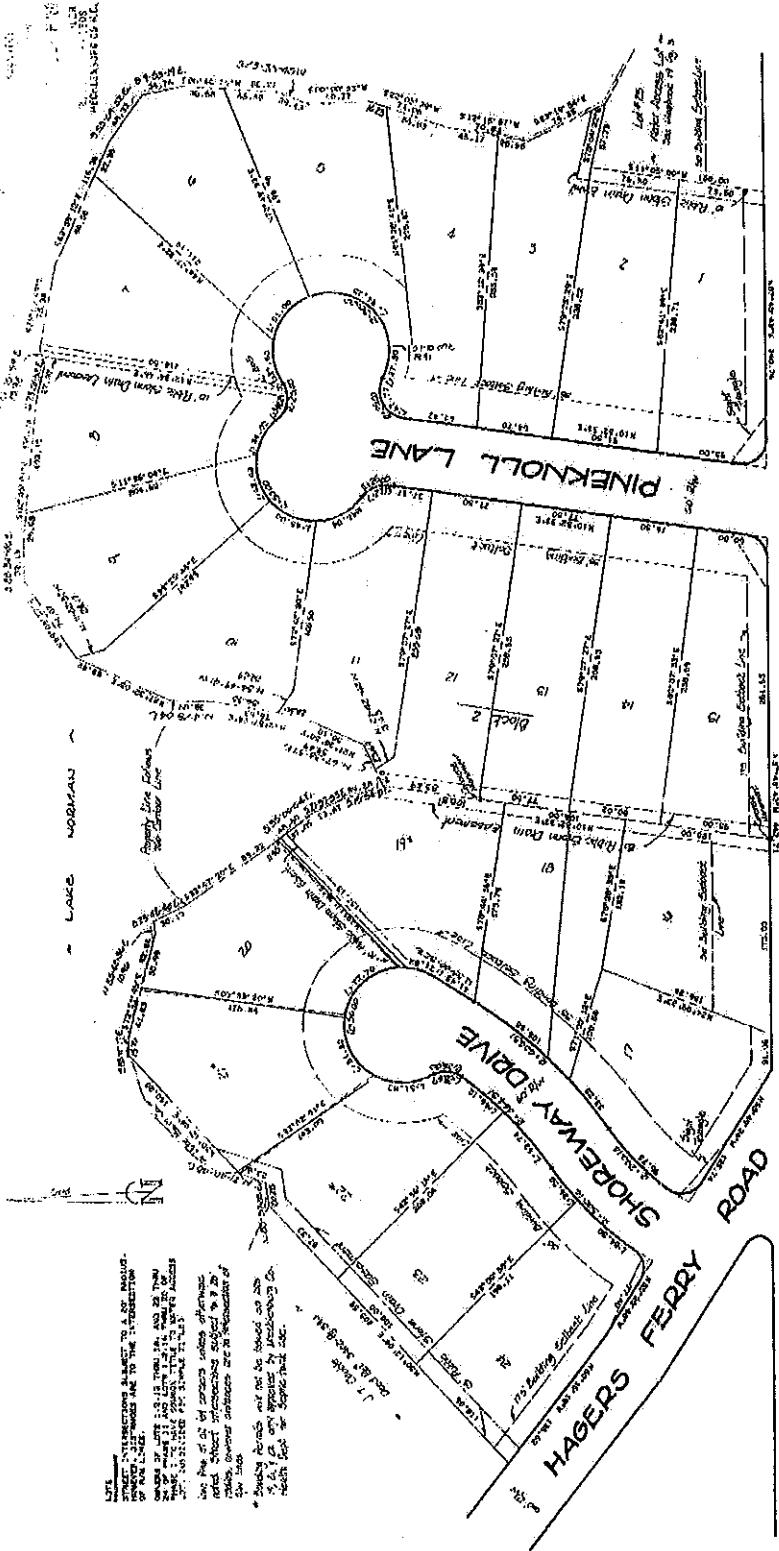
SHOREWAY DR - PRIVATE

$$\frac{340' \times 24' \times 114 \times 4\frac{1}{2}}{9}$$

2000

$$\approx 232 \text{ TON ASPHALT}$$

$$232 @ \$90^{\text{est}} / \text{TON} \approx \boxed{\$21,000}$$



NOTE: THE DEVELOPER IS NOT TO BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE DEVELOPER HAS MADE A REASONABLE ATTEMPT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND TO OBTAIN ALL NECESSARY RECORDS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER HAS MADE A REASONABLE ATTEMPT TO OBTAIN ALL NECESSARY RECORDS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER HAS MADE A REASONABLE ATTEMPT TO OBTAIN ALL NECESSARY RECORDS FROM THE APPROPRIATE AGENCIES.

Scurry  
Corry  
Fesperman  
Watson  
Jonnison.

NC HIGHWAY # 73

**BAY SHORES**

RESIDENTIAL DEVELOPMENT  
SOUTH OF LAKE NORMAN  
COUNTY OF WATAUGA, N.C.

APRIL 9, 1980

274 Johnson Building  
Charlotte, North Carolina 28202  
Telephone 704-336-2743  
H.C. McCrory, N.C. 28202

April 28, 80

274 Johnson Building  
Charlotte, North Carolina 28202  
Telephone 704-336-2743  
H.C. McCrory, N.C. 28202

Mixed Medium Density  
N.C. 1570  
19 270  
L. South of Lake Norman

APPROVED FOR THE STATE OF NORTH CAROLINA  
BY THE DEPARTMENT OF TRANSPORTATION  
DATE: APRIL 23, 1980  
S. L. Hester

***TOWN OF HUNTERSVILLE  
STREET ACCEPTANCE POLICY***

*GENERAL*

The approval of a preliminary plat or a final plat by the Huntersville Planning Department shall not constitute the acceptance by the Town of Huntersville of any street, public utility line, or any required improvement or other public facility or ground shown upon such plat.

The Town of Huntersville shall not maintain, lay out, improve, grade, pave, or light any street or authorize the laying of water mains, sewer connection, or other facilities or utilities in any street unless such street meets the conditions as laid out in section 8.200 of the Huntersville Subdivision Ordinance.

The street acceptance policy includes streets, curbs, gutters and sidewalks.

*CONDITIONS OF STREET ACCEPTANCE*

All streets must be in compliance with Mecklenburg County and/or NCDOT requirements along with the Huntersville Zoning and Subdivision Ordinance.

Either the street existed as a public street prior to the effective date of this policy and has functioned as a public street for at least one year or the subdivider shall file with the Town Engineer a maintenance bond with adequate sureties in an amount to be determined by the Town Manager and Town Engineer to be sufficient to assure proper maintenance and repair of such improvements for the one-year warranty period.

Any defects which have appeared in new streets during the one year maintenance guarantee or in the case of existing streets, any defects identified by a representative of the Town at time such request for maintenance is made have been repaired.

A public street must maintain public status through construction under the provisions of the Huntersville Subdivision Ordinance or as a neighborhood public road under the provisions of G.S. 136-67.

All streets must have proper street name signage and traffic signs installed per Huntersville and Mecklenburg County guidelines. Developer must assign a party to maintain any decorative street name signs, decorative street posts or unusual pavement details such as stamped or colored pavement.

The Town of Huntersville shall control all encroachments into the public right-of-way, in accordance with the Town's encroachment policy at the time of the petition, and can require the removal or modification of such encroachments if deemed to be in the public's interest.

## *PROCEDURE FOR ACCEPTANCE OF STREETS*

The Town of Huntersville may consider the acceptance of privately owned streets upon the written request of the owning entity. Streets will only be accepted in their entirety or by block and street construction must be completed at time of petition.

To initiate the acceptance procedure, the following information shall be submitted to the Town Engineer's Office:

1. A letter to the Town Engineer requesting that the Town consider accepting subject streets for public maintenance; and
2. One copy of the recorded map(s) of the subject street(s); and
3. One completed "Application for Street Maintenance Acceptance" form(s) of the subject Street(s) or, in the case of existing streets petitioned by residents, a "Street Maintenance Acceptance Petition" signed by 80% of the street's residents;
4. For new streets petitioned by subdivider, written verification from County Engineering that the street(s) have been constructed according to the required standard and completed.

Once the required information and form have been submitted, an inspection shall be conducted by the Town of the subject street(s). The Town shall notify the owning entity of all construction deficiencies (as identified by the Town). Upon correction of any deficiencies as identified by the Town, the Board of Commissioners shall then consider the acceptance of the subject street(s).

Petitions for acceptance will be presented to the Board of Commissioners on a quarterly basis. The Board of Commissioners of the Town of Huntersville shall not adopt any resolution accepting a new street unless:

The Board receives a report from the Town Engineer that all conditions of street acceptance are met.

The Board of Commissioners determines that such street corresponds in its location and aligns with a street shown on preliminary subdivision plat formally approved by the Planning Board of the Town of Huntersville or that said street was established as a public street prior to the adoption of this policy and therefore not subject to this policy.



# **ATTACHMENT NO. 6**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011  
MEETING**

To: The Honorable Mayor and Board of Commissioners

From: Max L. Buchanan, PE – Director of Engineering & Public Works

Subject: **Street Lights – Parkside at Skybrook North**  
Discussion of streetlights

---

The Town of Huntersville Engineering & Public Works is in receipt of a request to add the streetlights, located in the Parkside at Skybrook North community, to the Huntersville Streetlight system.

This is to provide information for the Board's consideration and discussion relative to the Huntersville Streetlight Policy and the recent request to add streetlight lights in the Parkside at Skybrook North development to the Huntersville system.

**ACTION RECOMMENDED:** Discussion on streetlight policy relating to Parkside at Skybrook North.

**ATTACHMENTS:** Maps, Policy

**ENCLOSURES:** None

**FINANCIAL IMPLICATIONS:** General Fund

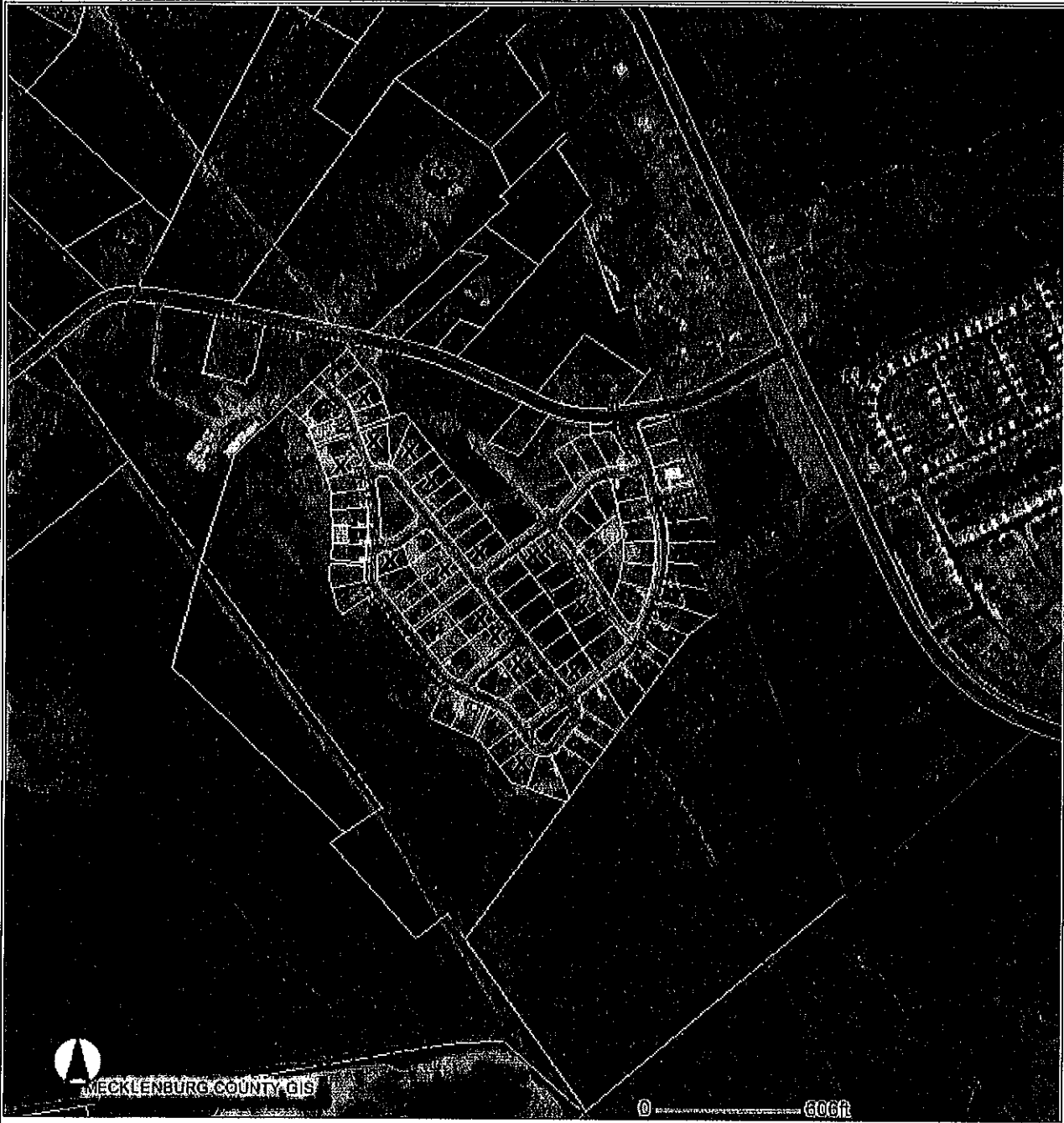
Mecklenburg County, North Carolina

# POLARIS

Property Ownership Land Records Information System

Date Printed: Tue Jun 14 10:36:08 EDT 2011

## Parkside @ Skybrook North



MECKLENBURG COUNTY GIS

0 606ft

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

# Town of Huntersville

NORTH CAROLINA

Dear Representatives,

My name is Paul Buckland and I live at 17212 Linksvie Lane in Parkside at Skybrook North (Huntersville).

With regard to the above subject, I have spoken to Justin Carroll of the Engineering and Public Works Department and Janet Stoner, the Finance Director, both of whom were very helpful and generous with their time. Justin explained the procedure, beginning with 75% occupancy, that is required before the Town can take over the cost of street lighting and Janet explained that this cost is met from the Town's total revenue sources, which of course includes our property taxes.

Our development is currently at only 53% occupancy (55 homes sold to date) and it has taken more than four years (beginning March 28th 2007) to reach this level. Because of the Town's current rules, we are having to continue to pay for our street lighting, as part of our HOA dues and, at present, this is the biggest item (\$4,631) in the total HOA budget (\$24,795).

Also, due to the continuing depressed economic environment, the sales situation has, of course, not improved and our builder doesn't even have a sales office on site anymore, because so few homes are being sold. It will therefore probably take many more years before our development reaches the 75% occupancy level, a rule which may have been reasonable when times were good and developments were complete within 2 to 3 years, but now looks to be increasingly unreasonable and unjustified.

Even without the above considerations, it simply is not fair that, unlike most residents, we are in effect having to pay twice for the cost of our street lighting, despite paying taxes just like everyone else in Huntersville.

When something is not fair, the rules need to change and clearly, with no end in sight to our HOA street lighting payments, a change, such as a reduction in the level of occupancy rule, cannot come soon enough.

Can you please help us with this matter?

Sincerely,

Dr. Paul R. Buckland

### Engineering & PW Comments:

#### *Possible miscommunication / misunderstanding*

*According to policy, street lights are only considered for addition to Huntersville Street Light System after streets have been added to the Huntersville Street System and then only after 'funds are made available'.*

*Streets in the Parkside at Skybrook North development have NOT been added to the Huntersville Street System as minimum build-out (75%) has not been achieved. Once minimum build-out has been achieved, proper bonds posted, and final acceptance inspection performed, streets are added to Town system by Board Action.*

*Street Lights are added after Street Light Policy requirements are satisfied and as 'fund are made available' by Board action. This is a separate action from the street addition. Street lighting requests are not processed (added to a waiting lists) until streets have been added to the Town system.*

*There are approximately 15 separate requests currently on the Huntersville Street Light 'waiting list'.*

## Engineering & Public Works

Post Office Box 664 • 11316 Sam Furr Road • Huntersville, NC 28070  
phone 704.875.7007 • fax 704.948.0111 • www.huntersville.org

***TOWN OF HUNTERSVILLE  
RESIDENTIAL STREET LIGHTING POLICY***

***NEIGHBORHOOD LIGHTING***

All Town of Huntersville or DOT maintained neighborhood streets are eligible to be considered for Town maintained street lights. Residents of neighborhoods, or individual streets may submit requests for street lighting. However, the Town of Huntersville may authorize the installation of lights on residential streets with or without a request from residents. Street lights will be installed as funds are available.

***RESIDENTIAL NEIGHBORHOOD LIGHTING***

Neighborhood lights may be installed on request by the public to the extent funds are approved. For an individual light, the style of fixture to be installed must be consistent with the style of fixture already installed in the neighborhood. Any cost differential from the amount charged to the Town for a standard fixture and a decorative fixture must be paid to the Town, by the requester, as a one-time-only "buy down" charge, prior to authorization.

***NEW SUBDIVISION LIGHTING***

Subdivision developers are responsible for submitting street light installation plans and funding the installation of street lights for new subdivisions in accordance with the Huntersville Subdivision Ordinance. Street light plans are reviewed and approved by the Town during the subdivision review process. When streets have been completed and accepted by the Town of Huntersville, the lights for residential developments can then be turned over to the Town, as funds are available.

***REQUEST PROCEDURE***

For neighborhood street lights, individual street lights, or to have the Town take over billing, neighborhoods must complete and submit a request form provided by the Town of Huntersville.

The Town will record and log each request at the time it is submitted to the Town Manager's office. Streetlights are installed on a chronological basis, as funding is available.

After the survey has been logged, a financial spreadsheet estimating the cost of the project shall be completed by the Town Manager, or designated official.

After the request is received and reviewed by Town staff, the contact person on the request form will be notified of any action regarding their request.

# **ATTACHMENT NO. 7**

# REQUEST FOR BOARD ACTION

June 20, 2011  
Regular Town Board Meeting

**REVIEWED:**

Town Manager X

Finance Officer   

Town Attorney X

**TO:** Mayor Swain and Board of Commissioners

**FROM:** Greg Ferguson, Town Manager

*DF*

**SUBJECT:** Property Agreement - 15316 Seigle Dr.

---

Authorize signing of attached Acknowledgment and Agreement upon receipt of funds in the amount of \$25,000.

**ACTIONS RECOMMENDED:** Authorize signing of agreement upon receiving \$25,000.

**ATTACHMENTS:** Agreement

**FINANCIAL IMPLICATIONS:** \$25,000

Agreement clears up lease issues with the existing cell tower located on property owned by the town and utilized for the Public Works Maintenance facility.

STATE OF NORTH CAROLINA

**ACKNOWLEDGMENT AND AGREEMENT**

COUNTY OF MECKLENBURG

**THIS ACKNOWLEDGMENT AND AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and among **TOWN OF HUNTERSVILLE**, a North Carolina municipal corporation (“Huntersville”); **MW Cell REIT 1, LLC**, a Delaware limited liability company (“MW Cell”) and **NEXTEL SOUTH CORP**, a Georgia corporation d/b/a Nextel Communications (“Nextel”).

**WITNESSETH:**

THAT WHEREAS, the real property which is the subject of this Agreement is identified as Mecklenburg County tax parcel 011-201-27 and is legally described as follows:

BEING all of Lot 2 as shown on a recombination survey of NorthChar Industrial Park Lot Nos. 1 & 2 as the same is recorded in Map Book 37 at Page 905 of the Mecklenburg County Public Registry which is incorporated herein by reference. (“Property”); and

WHEREAS, the current fee simple owner of the Property is Huntersville, having obtained title to said Property by a deed dated March 24, 2011 and recorded in Book 26373 at Page 909 in the Mecklenburg Public Registry; and

WHEREAS, at the time the Property was acquired by Huntersville, the Property was subject to an outstanding leasehold interest in favor of Wireless Capital Partners, LLC (“WCP”) under “Memorandum of Agreement” dated January 21, 2005, recorded in Book 18332 at Page 255 in the Mecklenburg Public Registry and later purportedly amended by re-recording of Memorandum of Agreement dated July 19, 2005 and recorded in Book 19179 at Page 60, said Registry (“Lease”); and

WHEREAS, WCP had assigned its rights as tenant under the Lease affecting the Property as evidenced by Memorandum of Agreement recorded in Book 18332 at Page

255 (as amended by re-recording as stated above) to MW Cell by Memorandum of Assignment dated August 31, 2007 and recorded in Book 23208 at Page 48 of said Registry; and

WHEREAS, WCP had previously entered into a sublease agreement with Nextel pertaining to the Property which sublease is dated August 19, 2005 ("Sublease"), and WCP, by said Memorandum of Assignment dated August 31, 2007 and recorded in Book 23208 at Page 48 in the Mecklenburg Public Registry further assigned its interest in said sublease to MW Cell so that by said document recorded in Book 23208 at Page 48, referred to above, MW Cell has succeeded to the rights of WCP as tenant in the ground lease and as sublandlord in the sublease affecting the Property, and Nextel has assumed all rights and obligations as subtenant under the sublease; and

WHEREAS, by Memorandum of Assignment dated November 28, 2006 from WCP to WCP Wireless Lease Subsidiary, LLC ("WCP Wireless"), WCP assigned its rights under the document recorded in Book 18332 at Page 255 (as amended as stated above) in the Mecklenburg Public Registry to WCP Wireless; and

WHEREAS, WCP Wireless assigned its rights in the ground lease (evidenced by a memo which is recorded in Book 18332 at Page 255 in the Mecklenburg Public Registry) to WCP by a Memorandum of Assignment dated August 31, 2007 and recorded in Book 23208 at Page 41 in the Mecklenburg Public Registry; and

WHEREAS, as a result of all of the Assignments of leases and subleases referred to above, MW Cell is now the owner of the sublandlord's interest in the prime leasehold interest in the Property (the Lease) and Nextel is the owner of the subtenant's interest in the Sublease affecting the Property, which Property is owned by Huntersville as the prime landlord; and

WHEREAS, the parties hereto desire to (a) memorialize the existence of the various lease and sublease interests referred to herein, (b) to acknowledge such lease/sublease interests and further to specifically identify the physical area where the cell tower lease lot (as hereinafter defined) exists and is permitted to exist so there will not be a misconception that the leases affect the entirety of the Property, (c) to release any interest of MW Cell and Nextel in the Property except those interests specifically described herein, and (d) to establish the precise Term of the Lease; and

WHEREAS, Huntersville desires to grant certain access easements on, over and through the Property for the purpose of reasonable ingress and egress to and from the said cell tower lease lot.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and ownership interests that are set forth in the various leases, subleases and assignments as well as the deed into Huntersville, as well as the sum of Ten Dollars (\$10.00) and other valuable considerations passing among the parties hereto, the receipt

and sufficiency of which are all hereby acknowledged, the parties do hereby acknowledge and agree as follows:

1. The fee simple owner of the Property is Huntersville under the terms and provisions of deed identified above conveying the Property to Huntersville, and Huntersville's ownership is subject to the matters and things as set forth on the public records of Mecklenburg County, North Carolina including, but not limited to, the lease and sublease referred to herein, as modified by this Agreement.

2. The original Sublease to Nextel provided for an area for the construction of a cell tower which was to be a rectangular lot containing approximately 3,800 square feet located in or near the southeastern corner of the Property; however, as matters have progressed and developed, the cell tower lease lot has approximately the same dimensions and size as provided for in the Sublease but has been located in the northeasterly corner of the Property. The cell tower lease lot as identified in the previous sentence is identified as "cell tower lease lot 3800 sq. ft." ("Cell Tower Lease Lot") on the Survey (hereinafter defined) of the Property identifying Huntersville as the owner of said Property.

3. MW Cell and Nextel, for themselves, their successors and assigns, hereby release and quitclaim unto Huntersville, its successors and assigns, any interest they may have in the Property other than the Cell Tower Lease Lot and the access easements thereto as described in this Agreement. Further, it is agreed that the portion of the Cell Tower Lease Lot lying between the rear property line of the Property and the rear set back line as shown on the attached Exhibit A shall remain unobstructed and Huntersville shall have access over such area for the purpose of installing and maintaining fencing around the Property and for installing and maintaining utilities.

4. The parties further acknowledge and agree that the ground lessee and sublessee of the Cell Tower Lease Lot shall have reasonable rights of access for ingress, egress and regress purposes over the Property in order to operate, improve and maintain the said Cell Tower Lease Lot (and cell tower located thereon) located in the northeasterly corner of the Property as shown on said survey which is dated April 23, 2011 and prepared by Land Development Services, a copy of which is attached hereto, marked Exhibit A ("Survey"), and incorporated herein by reference for purposes of identifying the Property and illustrating the location of the Cell Tower Lease Lot thereon.

5. In substitution of any access easement purported to be granted by the Lease, which MW Cell and Nextel hereby specifically release, Huntersville does hereby give, grant and convey to MW Cell and Nextel non-exclusive easement rights for reasonable ingress, egress and regress on, over and through the Property for operation, improvement and maintenance of the Cell Tower Lease Lot, and such access rights including access driveways and roadways hereby granted shall be subject to re-identification and relocation by Huntersville from time to time in the future as Huntersville plans for its use of the Property; however, the grant of the easements by Huntersville contained herein shall always provide for reasonable access on, over and

through the Property to the Cell Tower Lease Lot. Nextel agrees to be responsible for maintaining the driveways, roadways and other means of access to and from the Cell Tower Lease Lot.

6. MW Cell hereby acknowledges that it is the current record ground lessee of the Cell Tower Lease Lot as identified above and that it subleases the said Cell Tower Lease Lot to Nextel.

7. Nextel acknowledges that it is the current record subtenant of the Cell Tower Lease Lot as identified on the Survey and that its sublandlord is MW Cell.

8. The parties stipulate that the starting date of the Term of the Lease was January 5, 2006, and shall terminate on the eighteenth (18<sup>th</sup>) anniversary of that date. Tenant shall have the right to extend that Term for three (3) successive five (5) year terms on the terms and conditions set forth in the Lease.

9. The parties have entered into this Agreement for the purpose of clarifying the record interests of the parties to the Property and the Cell Tower Lease Lot and have agreed to the recordation of this instrument for the purpose of memorializing the current status of the various interests affecting the Property and establishing access rights over the Property to and from the Cell Tower Lease Lot.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina and the sole venue for any dispute arising hereunder shall be in a state or federal court sitting in Mecklenburg County, North Carolina. This Agreement shall not be altered or modified except by an instrument in writing signed by the parties hereto. The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns of the parties hereto. The Property described herein shall be the burdened parcel with respect to the access easements granted herein and, by the same token, the Cell Tower Lease Lot shall be the benefited parcel with respect to such easement rights.

IN WITNESS WHEREOF, the parties have executed this Agreement all pursuant to authority duly given effective the day and year first above written.

TOWN OF HUNTERSVILLE

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

MW Cell REIT 1, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Manager/Vice President

NEXTEL SOUTH CORP.,  
a Georgia corporation

By: \_\_\_\_\_  
Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me and acknowledged that (s)he is the Mayor of the Town of Huntersville, a North Carolina municipality, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me and acknowledged that (s)he is the Manager/Vice President of MW Cell REIT 1, LLC, a Delaware limited liability company, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

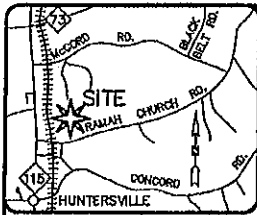
I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me and acknowledged that (s)he is the Vice President of Nextel South Corp., a Georgia corporation, and that by authority duly given, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)



VICINITY MAP  
NOT TO SCALE

**LEGEND**

- CMF (CONC. MON. FOUND)
- EIP (AS DESCRIBED)
- SIP (#5 REBAR SET)
- ⊗ NPS (NO POINT SET)
- BOUNDARY LINE (AS SURVEYED)
- - - NEW LEASE LINE
- BOUNDARY LINE (BY DEED OR PLAT)
- TIE LINE
- - - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- X - X - FENCE LINE

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

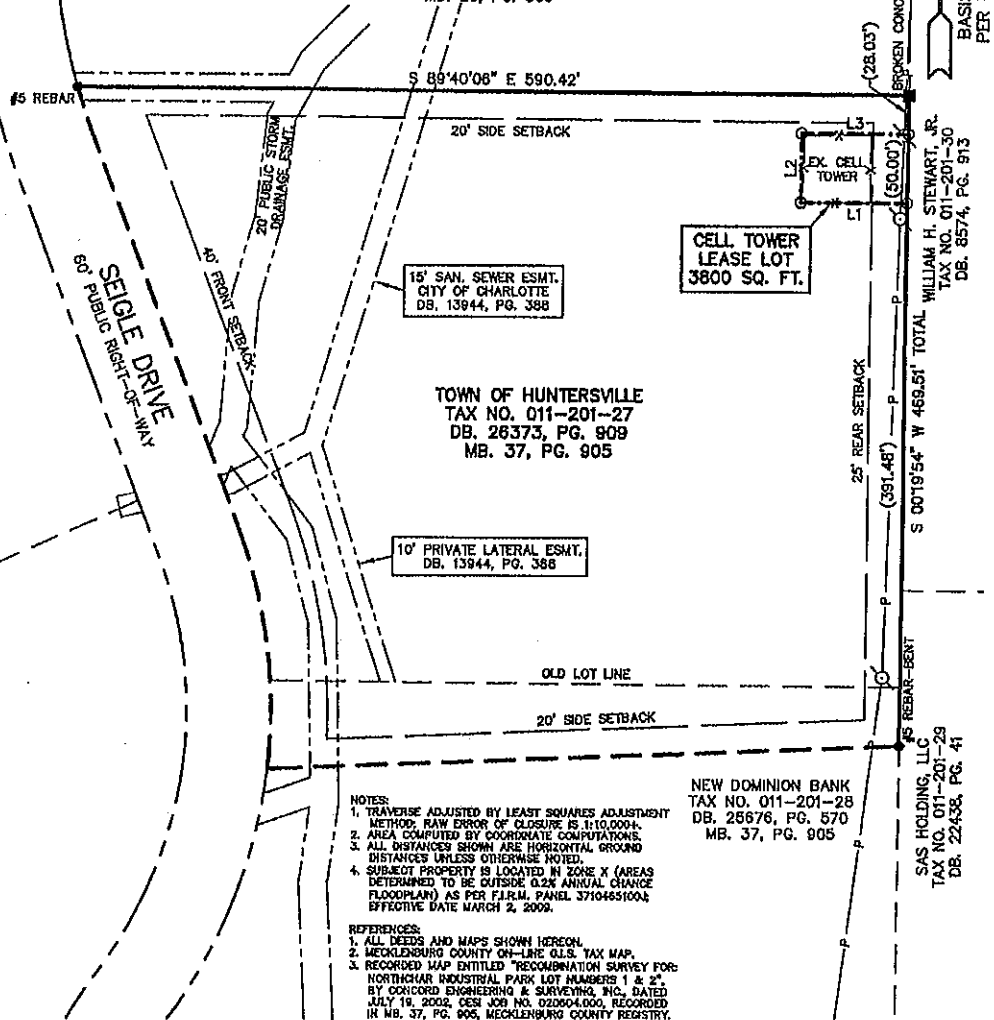
REVIEW OFFICER OF  
MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT  
TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL  
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_

DATE \_\_\_\_\_

LINE	BEARING	DISTANCE
L1	N 89°40'06" W	76.00'
L2	N 00°19'54" E	50.00'
L3	S 89°40'06" E	76.00'

ROBERT F. OLIVER &  
Wife, BARBARA K. OLIVER  
TAX NO. 011-201-26  
DB. 11922, PG. 577  
MB. 23, PG. 569



- NOTES:**
1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD. RAW ERROR OF CLOSURE IS 1:10,000+.
  2. AREA COMPUTED BY COORDINATE COMPUTATIONS.
  3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  4. SUBJECT PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER F.I.R.M. PANEL 3710465100L EFFECTIVE DATE MARCH 2, 2009.

- REFERENCES:**
1. ALL DEEDS AND MAPS SHOWN HEREON.
  2. MECKLENBURG COUNTY ON-LINE G.L.S. TAX MAP.
  3. RECORDED MAP ENTITLED "RECOGNITION SURVEY FOR NORTHCHAR INDUSTRIAL PARK LOT NUMBERS 1 & 2", BY CONCORD ENGINEERING & SURVEYING, INC., DATED JULY 19, 2002, CES JOB NO. 02004-020, RECORDED IN MB. 37, PG. 905, MECKLENBURG COUNTY REGISTRY.

REVISED: 05/24/2011; UPDATED PROPERTYOWNER INFORMATION. *J*

**PLAT CERTIFICATION**

I, JAMES E. CRADDOCK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 58.16-07).

D. THE SURVEY IS IN ANOTHER CATEGORY, SUCH AS THE RECOGNITION SURVEY OF PARTIAL PARCELS, A COURT-ORDERED SURVEY, WITNESSED BY MY ORIGINAL SIGNATURE AND REGISTRATION NUMBER AND SEAL THIS 24th DAY OF MAY, 2011, A.D.



LICENSE NO. L-3039

**NEXTEL TOWER LEASE SURVEY**

PROPERTY OF TOWN OF HUNTERSVILLE

TOWN OF HUNTERSVILLE, MECKLENBURG CO., NC  
ADDRESS: 15316 SEIGLE DRIVE, HUNTERSVILLE, NC  
LOT 2, BLOCK N/A, NORTHCHAR INDUSTRIAL PARK

MAP RECORDED IN NB. 37, PG. 905, DEED RECORDED IN DB. 28373, PG. 909  
FOR CLIENT: JOHNSTON, ALLISON & HORD, PA

SCALE 1 IN. = 100 FT. DATE: APRIL 23, 20 11



LAND DEVELOPMENT SERVICES  
N.C. FIRM LICENSE # L-2-8583  
45 SPRING STREET SV CONCORD (704) 786-5404  
CONCORD, NC 28025 FAX (704) 786-7454  
ACAD FILED 110405\_000.DWG

# **ATTACHMENT NO. 8**

**RESOLUTION IN SUPPORT OF SENATE BILL 773  
ELECTRONIC NOTIFICATION OF PUBLIC HEARINGS**

**WHEREAS**, North Carolina General Statute specifies that public hearings must be advertised in a newspaper of general circulation; and

**WHEREAS**, the cost to advertise public hearing notices in newspapers of general circulation may be prohibitively expensive for some bodies; and

**WHEREAS**, significant portions of the general public now use websites, email, Facebook, Twitter, and other forms of electronic media to keep informed about news and events; and

**WHEREAS**, the United States Census Bureau reports that as of 2009 62 percent of American households have internet access in their homes and the numbers are steadily increasing; and

**WHEREAS**, Senate Bill 773, "An Act to Allow All Cities and Counties to Give Electronic Notice of Public Hearings," would allow for electronic notification of public hearings in lieu of or in addition to advertising in a newspaper of general circulation;

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Huntersville supports Senate Bill 773 and encourages other municipalities and counties to do the same.

Adopted this the 20<sup>th</sup> day of June, 2011.

\_\_\_\_\_  
Jill Swain, Mayor

ATTEST:

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

# **ATTACHMENT NO. 9**

**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011**

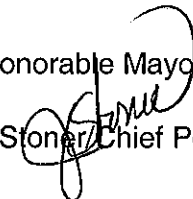
REVIEWED BY:

Town Manager:

Finance Officer:

Town Attorney:



To: The Honorable Mayor and Board of Commissioners  
From: Janet Stoner  Chief Potter  
Subject: Budget Amendment

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**Recognize DARE Camp revenue (103720.9999.90414) in the amount of \$5,100.00 and appropriate to the Summer Youth Program account (105100.0348).**

ACTION RECOMMENDED: Approve Budget Amendment  
ATTACHMENTS: None  
ENCLOSURES: None  
FINANCIAL IMPLICATIONS: Additional revenue in the amount of \$5,100.00.

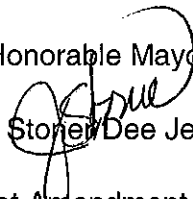
**Town of Huntersville**  
**REQUEST FOR BOARD ACTION**  
**June 20, 2011**

REVIEWED BY:

Town Manager:

Finance Officer: 

Town Attorney:

To: The Honorable Mayor and Board of Commissioners  
From: Janet Stoner/Dee Jetton   
Subject: Budget Amendment

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**Recognize Carolina Kids' Triathlon sponsorship revenue (753993.9999.08013)  
in the amount of \$2,000.00 and appropriate to the Programming Carolina's  
Kids Triathlon account (756400.0297.08013).**

ACTION RECOMMENDED: Approve Budget Amendment

ATTACHMENTS: None

ENCLOSURES: None

FINANCIAL IMPLICATIONS: Additional revenue in the amount of \$2,000.00.


**Town of Huntersville  
REQUEST FOR BOARD ACTION  
June 20, 2011**

REVIEWED BY:

Town Manager:

Finance Officer:

Town Attorney:



To: The Honorable Mayor and Board of Commissioners  
From: Janet Stoner/Dee Jetton  
Subject: Budget Amendment

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**Recognize SS Triathlon sponsorship revenue (753993.9999.09019) in the amount of \$2,203.00 and appropriate to the Programming SS Triathlon account (756400.0297.09019).**

ACTION RECOMMENDED: Approve Budget Amendment  
ATTACHMENTS: None  
ENCLOSURES: None  
FINANCIAL IMPLICATIONS: Additional revenue in the amount of \$2,203.00.