



AGENDA
Regular Town Board Meeting
January 21, 2020 - 6:00 PM
TOWN HALL (101 Huntersville-Concord Road)

1. Pre-meeting

1.A. North Mecklenburg Economic Mobility Collaborative. (5:00 p.m.)

1.B. TIA Subcommittee Update. (5:15 p.m.)

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations - *Speakers are limited to 3 minutes. The Mayor reserves the right to shorten the time limit for speakers when an unusually large number of persons have signed up to speak. Speakers may not give all or a portion of their time to other speakers.*

6.A. Scott Mumma, Public Art Committee.

6.B. Huntersville Fire Department Update and Budget Request for FY 21.

7. Agenda Changes

8. Public Hearings

9. Other Business

9.A. Consider approving amendment to the Huntersville Ordinances Advisory Board Bylaws. (Jack Simoneau)

9.B. Consider Adopting Resolution to Approve Conterra Fiber Agreement. (Angela Beeker/Larry Davis)

9.C. Discuss the 2020 Bond Sale amount and list of projects. (Pattie Ellis/Jackie Huffman)

10. Consent

- 10.A. Approve the minutes of the December 13, 2019 Special Town Board Meeting. (Janet Pierson)
- 10.B. Approve the minutes of the December 16, 2019 Regular Town Board Meeting. (Janet Pierson)
- 10.C. Grant Access to the recording of the Closed Session held on November 18, 2019. (Angela Beeker)
- 10.D. Adopt the Uniform Guidance Conflict of Interest Policy for the Town of Huntersville. (Angela Beeker)

11. Closing Comments

12. Adjourn

**Town of Huntersville
Town Board
January 21, 2020**

To: Town Board

From: Jack Simoneau, Planning

Date: 1/21/20

Subject: Huntersville Ordinances Advisory Board Bylaw Change

EXPLAIN REQUEST:

The Town Board appointed a Planning Board representative to the Huntersville Ordinances Advisory Board. In the event that Planning Board member cannot attend a meeting, that representative would like to designate another Planning Board member to attend as a voting member. Such a change would require the Town Board approving an amendment to the bylaws (see attachment).

IMPORTANT: Only the underlined, bold language highlighted in yellow shown on the document attached to this agenda item is being proposed as language to be added to the Advisory Board Bylaws at this meeting. Changes to the Bylaws which were approved at the January 6, 2020 Town Board meeting are not reflected in the document attached. Approving this amendment is not intended to affect the January 6, 2020 amendments.

ACTION RECOMMENDED:

Consider approving amendment to the Huntersville Ordinances Advisory Board Bylaws. (Jack Simoneau)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Proposed Amendment to HOAB Bylaws](#)

**Huntersville Ordinances Advisory
Board Agenda, October 3, 2019
3:30 p.m. – 5:00 p.m.**

3. Discussion on requesting the Town Board to consider amending the bylaws allowing the appointed Planning Board member to designate an alternate Planning Board member if they are unable to attend (Attachment 8))

S. Thomas stressed the Planning Boards desire to be present and have a voice at all Ordinance Advisory meetings, however with the scheduling of this meeting there are times that she cannot attend and alternate Planning Board members had individual dates that they were available but no single member was available to stand in as a permanent alternate due to scheduling.

After discussion it was agreed that the Planning Board member would be required to get the alternate up-to-speed on any topics being covered and vice-versa when attending a meeting. There being no objection, staff was asked to take the amendment to the Ordinance Advisory Board bylaws to the Town Board as worded.

HUNTERSVILLE ORDINANCES ADVISORY BOARD BYLAWS

(Proposal bold underlined below; January 20, 2020)

Membership

- 2-1 Members of the Advisory Board shall be appointed by the Town Board and shall be composed of nine (9) voting members and three (3) non-voting members as follows (Effective March 1, 2022, there will be four (4) non-voting members):

Voting:

- A) One (1) Chairperson (who may or may not be a Town Board or Planning Board member). (Effective March 1, 2021, this position may no longer be a Town Board member)
- B) One (1) Town Board member (ex officio to their position as a Town Board member). (Effective March 1, 2022, this position will move to a non-voting position)
- C) One (1) Planning Board member or alternate Planning Board member as needed designated by that Town Board appointed voting member (ex officio to their position as a Planning Board member).**
- D) Six (6) At Large Members who shall live, work, or own a business or property within the Town of Huntersville Corporate Limits or the ETJ. (Effective March 1, 2022, there will be seven (7) at large members.

Non-voting:

- E) One (1) Planning Director or Planning Staff member (non-voting)
- F) One (1) Planning Executive Asst. (non-voting)
- G) The Town of Huntersville Attorney (non-voting)

**Town of Huntersville
Town Board
January 21, 2020**

To: Town Board

From: Angela Beeker, Administration

Date: 1/21/20

Subject: Conterra Fiber Contract

EXPLAIN REQUEST:

The Board is asked to consider adopting a Resolution to Approve the Conterra Fiber Agreement. This agreement would provide for the installation of fiber between the Huntersville Police Department and the Town Center. IT Director, Larry Davis, received informal quotes for this service, and recommends the contract with Conterra. The proposed contract provides for the installation and maintenance of the fiber for an upfront lump sum fee of \$89,000 plus an monthly maintenance fee of \$900. This will eliminate a maintenance fee of \$1910/month currently being paid to Century Link, and will increase the data connection speed between Town Center and the Police Department from 100Mbps to 10Gbs. Mr. Davis will be available at tonight's meeting to answer the Board's questions.

ACTION RECOMMENDED:

Consider Adopting Resolution to Approve Conterra Fiber Agreement. (Angela Beeker/Larry Davis)

FINANCIAL IMPLICATIONS:

\$89,000 upfront cost; \$900 monthly service fee; elimination of a \$1910 monthly service fee.

ATTACHMENTS:

- [RESOLUTION approving contract with Conterra.docx](#)
- [Proposed Agreement](#)

**RESOLUTION TO APPROVE THE CONTRACT WITH
CONTERRA FOR THE INSTALLATION OF FIBER**

WHEREAS, the Town has received the attached proposal from Conterra Ultra Broadband, LLC, a South Carolina limited liability company, for the installation of fiber between the Huntersville Police Department and Town Center; and

WHEREAS, it appears that the proposal should be approved;

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS AS FOLLOWS:

1. The contract with Conterra Ultra Broadband, LLC, a South Carolina limited liability company, for the installation of fiber between the Huntersville Police Department and Town Center (“Contract”) attached hereto as Exhibit A is approved.
2. The Town Manager for the Town of Huntersville is authorized to sign the Contract on behalf of the Town, subject to such amendments as may be approved by him, in consultation with the Town Attorney, other than price.
3. The IT Director is authorized to proceed with the project upon execution of the Contract by both parties.

Adopted this the _____ day of _____, 2020.

ATTEST:

Janet Pierson, Town Clerk

John Aneralla, Mayor

Approved as to Form:

Angela Becker, Town Attorney



Fiber Driven. People Powered.

Service Order

Conterra Networks

2101 Rexford Road
Suite 200E
Charlotte, NC 28211
Phone 704.936.1800
Fax 704.936.1801
www.Conterra.com

Quote #: 10995

Date: 1/6/2020
Valid Until: 1/31/2020

Legal Business Name: Town of Huntersville
("Customer")
Contact: Larry Davis
Address: 101 Huntersville-Concord Rd
Huntersville, NC 28070
Phone: (704) 464-5393
E-Mail: ldavis@huntersville.org

Conterra Contact

Sales Rep: **Patricia Mangiameli**
Phone: 402.650.4288
E-Mail: pmangiameli@conterra.com

Item	Location	Description	Qty	Contract Term (Months)	NRC	MRC
1	Town Ctr 105 Gilead Rd Hunters	6 Strands of Dark Fiber from Town Center to Police Dept.		84		
2	PD 9630 Julian Rd, Huntersville	Break out 1 Strand per Camera Locations (3)				
3		Camera 1 LAT 35.410029 LONG -80.854662				
4		Camera 2 LAT 35.407847 LONG -80.860523				
5		Camera 3 LAT 35.404547 LONG -80.869242				
Total					\$89,000	\$900.00

Notes

- 1.Customer will provide rack space and power at no cost to Conterra.
- 2.Pricing is exclusive of taxes and fees.
- 3.Pricing and availability is contingent upon the credit approval, final site survey and engineering.

Order

This Order Form ("Order") is entered into by and between Conterra Ultra Broadband, LLC, a South Carolina liability company ("Conterra Networks") on behalf of itself and for the benefit of itself and its Affiliates, and Customer.

This Order is subject to and controlled by the Terms and Conditions set forth at www.Conterra.com, which are incorporated herein by reference (collectively, the Order and the Terms and Conditions shall be referred to as the "Agreement"). Customer's signature constitutes acceptance of the Order and its agreement to the Terms and Conditions.

SERVICE, TERM AND RATES: Conterra agrees to provide and Customer agrees to accept the services (hereinafter, the "Service(s)") beginning on the In-Service Date and continue for the Term and the rates contained above. Conterra and Customer shall use commercially reasonable efforts to provide services on or about the Requested Service Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their duly authorized officers or representatives.

CONTERRA

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Full Business Address

2101 Rexford Road, Suite 200E
Charlotte, NC 28211

Full Business Address

101 Huntersville-Concord Rd
Huntersville, NC 28070

This agreement with Conterra Ultra Broadband, LLC or its Affiliate(s), as specified in the Order, ("Conterra") includes these General Terms and Conditions and the terms contained on the Services Order Form ("Order"), any written addenda, including those terms incorporated by reference (collectively, the "Agreement"). Customer and Conterra may be referred to as the "Parties" and individually as a "Party".

1. Defined Terms. The terms defined herein shall have the meanings set forth below, unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:

Affiliate. An entity that controls, is controlled by, or is under common control with Customer or Conterra, as applicable, including any such entity that becomes a Customer Affiliate or Conterra Affiliate after the date of the Agreement.

Effective Date. The date of the last signature to the Services Order Form, unless otherwise specified.

In-Service Date. In-Service Date as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is installed and is running in test mode in accordance with the requirements of this Agreement, with no trouble tickets established by Customer, or (iii) seven (7) days after delivery of the circuits, facilities and/or Service to Customer's premise in the event Customer fails to test such circuit, facilities and/or Service.

Point of Demarcation. The interface between Conterra and Customer, whether at Customer's POP or other Customer- designated terminal equipment. Such point will be identified in the Order and designate the point at which Conterra's responsibility to provide Service ends and Customer's responsibilities begin.

Point of Presence ("POP"). A specific location where Customer originates and/or terminates its service.

Service or Services. Conterra provided telecommunications and related services.

Service Outage. A disruption or degradation of Service and/or Services that fails to meet the performance specifications set forth in the Agreement or applicable service level agreement.

Service Commitment Period or Term. The committed service term set forth in an Order.

2. Price, Credits and Billing. Charges specified in each Order will accrue beginning on the In-Service Date. When Service is initiated on a day other than the first day of the month or terminates on a day other than the last day of the month, the charge for that month will be determined by pro-rating the monthly payment based upon the number of days Customer received Service.

Conterra will invoice Customer for monthly recurring charges ("MRCs") each month, in advance, as set forth in the applicable Order. Payment of undisputed amounts shall be made within thirty (30) calendar days from the date of receipt of each invoice and shall be sent to the address specified on the invoice. Customer shall provide Conterra with written notice of any disputed charge(s) within sixty (60) days after the date shown on the invoice or, subject to applicable law, Customer shall be deemed to have waived its rights to dispute. If any undisputed amounts due under this Agreement are not received by the due date, Conterra shall have the right to impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available under the Agreement or by law, including the right to modify the payments terms and/or require a security deposit.

3. Taxes. Customer shall be responsible for all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on Conterra's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, as required or permitted by applicable law, regulation or tariff.

To the extent a sale is claimed to be subject to a tax exemption, and Customer provides Conterra with a proper tax exemption certificate, Conterra agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide such certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate. Customer acknowledges and certifies that, for the duration of the Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network provided by CONTERRA.

4. Equipment, Installation and Acceptance Testing. Customer, at its expense, will maintain all of its equipment in a good and workmanlike manner. Conterra will, provide, install, operate, repair, maintain and control the equipment necessary to provide Service to Customer.

Unless otherwise set forth in an Order, Conterra will provide Service to the Point of Demarcation, per the Order.

Customer shall not adjust, remove, relocate, align, or attempt to repair, Conterra's equipment except as expressly authorized in advance in writing by Conterra. Each Party will be liable for any loss or damage to the other Party's equipment arising from that Party's negligence, intentional act, or unauthorized maintenance.

Upon termination of the Agreement or an Order as otherwise provided herein, Conterra reserves the right to remove any of its equipment, returning Customer or its customers' property, where applicable, to its original condition, reasonable wear and tear excepted.

5. Planned Service Outages. Conterra shall notify Customer in writing no less than ten (10) days prior to any scheduled Service Outage.

6. Termination. In the event of a Customer breach of any term or provision of the Agreement, and subject to a thirty (30) day right to cure (unless otherwise subject to a different cure period expressly set forth in the Agreement), Conterra shall have the right, in addition to any other remedies it has under the Agreement or by law, at its option, to: (i) Suspend its performance or payment/credit obligations with respect to the affected Service; and/or (ii) Terminate the affected Service(s) without further liability upon providing written notice of such termination to the defaulting Party; and/or (iii) Terminate the Agreement without further liability upon providing written notice of such termination to the defaulting Party.

Customer acknowledges and agrees that if Customer cancels an Order prior to installation of Services by Conterra and Conterra has incurred any costs in installing the Service or in preparing to install the Service that it otherwise would not have occurred, a charge equal to the costs Conterra has incurred shall apply and Customer agrees to pay Conterra for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its Services that lasts longer than thirty (30) days past the Customer's original installation due date and Conterra has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's Services as if all Services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Conterra shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Conterra would have imposed pursuant to this Agreement.

7. Liquidated Damages and Early Termination Liability. In the event Customer cancels or terminates any Service under the Agreement prior to the end of the Service Commitment Period for its convenience, or Conterra terminates any Service as a result of Customer's uncured breach in accordance with Section 7, Customer shall pay Conterra a termination charge calculated as follows: (i) if such termination is to be effective in year 1-2 of the Term, then the termination charge shall be equal to all remaining MRCs for the Service Commitment Period, in addition to a single payment equal to all third-party cancellation charges, (ii) if such termination is to be effective beyond the first 2 years of the Term, then such termination charge shall be equal to fifty percent (50%) of all remaining MRCs for the Service Commitment Period, in addition to all third party cancellation charges. The parties agree that estimating precise damages to Conterra pursuant to this Agreement is a complex task and that any early termination liability and third party cancellation charges paid by the Customer to Conterra constitute liquidated damages meant to offset losses incurred by Conterra and are not a penalty.

8. Limitation of Liability; Disclaimer of Warranties. **CONTERRA'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) AMOUNTS ACTUALLY PAID BY CUSTOMER FOR MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6), PROVIDED THAT CUSTOMER HAS ACTUALLY PAID SUCH AMOUNTS. IF CUSTOMER'S SERVICE IS INTERRUPTED, CONTERRA'S LIABILITY WILL BE LIMITED TO A PRO- RATA CREDIT FOR THE PERIOD OF INTERRUPTION, SUBJECT TO SECTION 10. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT CONTERRA'S LIABILITY AS PROVIDED HEREIN. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS.**

THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS. CONTERRA MAKES NO OTHER WARRANTIES HEREUNDER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, AND CONTERRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. Service Credits, Support and Maintenance.

Credits. If Customer experiences a Service Outage for more than 15 consecutive minutes, Customer will receive, at Customer's written request, one (1) day credit for each cumulative hour of Service Outage in any calendar month. Provided Conterra's network experiences at least one (1) hour of Service Outage in any given calendar month, additional Service Outage of less than one (1) hour will result in a proportional Service credit. (Example: 3 hours, 30 minutes of Service Outage will result in 3.5 days of Service credits.) Credits will appear on the next available monthly invoice. Customer shall be entitled to no more than one (1) month Service credit for any given month.

Conterra Support. Conterra shall, at its option and convenience, repair or replace any Conterra infrastructure not functioning in accordance with Conterra's contracted specifications for the Services. Customer support will be available on a commercially reasonable basis via telephone, via electronic mail or through Conterra's Internet site at www.conterra.com ("Internet Site"). Telephone numbers for such Customer support are posted on the Conterra Internet Site and are included in the Order.

If Customer's use of the Services requires that Conterra visit Customer's premises for assistance, repair, deployment or connection, Conterra shall be entitled to charge Customer Conterra's then prevailing rates for labor and related costs for each such visit, and Customer agrees to pay Conterra such charges as are reasonable and documented. Conterra does not undertake to correct or repair, and shall have no responsibility for the correction or repair of, software, hardware or equipment that Conterra does not supply. Conterra will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the applicable service level standards.

Conterra Response Times. Conterra shall provide a customer support service contact point. Conterra shall respond within an average of four (4) hours to any Customer notification made to this contact point of any failure of any Conterra infrastructure to meet the applicable service level standards or Services specifications.

10. Notices; Publicity and Disclosure. Except as otherwise expressly set forth, notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective Parties. A notice that is sent by facsimile shall also be sent by one of the other means set forth. Notices to Conterra shall be

made to Conterra Ultra Broadband, LLC, 2101 Rexford Road, Suite 200E, Charlotte, NC 28211, Attention: Legal Department, Fax: 704.936.1801. Notices to Customer shall be sent to the address set forth on the applicable Order. Notices for change in ownership, change in name of firm, or change in mailing address must be given by either Party by mailing to the other Party within thirty (30) days of such change.

The Parties agree not to provide copies of the Agreement, or otherwise disclose the terms of the Agreement, to any third party without the prior written consent of the other; provided, however, that either Party may, without obtaining the other's consent, provide copies or make disclosures to prospective purchasers of the business of the Party or of any Affiliate or to prospective lenders for purposes of obtaining financing, so long as such third parties are bound by obligations of confidentiality; and to any regulatory or judicial body requesting such information or in connection with any professional service utilized by either Party.

11. Compliance with Laws; Acceptable Use. Parties shall comply with all applicable federal, state and local laws, government regulations and orders, including, without limitation, laws, government regulations and orders with respect to employment. Customer agrees that all use of the Services shall be in accordance with the Conterra Acceptable Use Policy, set forth at www.conterra.com.

12. Force Majeure. Except for Customer's payment obligations, neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party ("Condition").

Except for Customer's payment obligations and if any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period), provided, however, that the Party so affected shall use its best reasonable efforts to avoid or remove such Condition, and both Parties shall proceed immediately with the performance of their obligations under the Agreement whenever such causes are removed or cease.

13. Building Access. Customer warrants that it has the authority to, and shall, allow Conterra, its agents, contractors, and affiliates to install and maintain all equipment necessary to provide Services to the Customer at the Customer's premises, including, but not limited to access to the roof. Customer shall be responsible for arranging access to any of the rights of way, conduit, and equipment space necessary to provide the Service on the Customer's premises so that Conterra may install, repair, maintain, inspect, replace, or remove any and all facilities associated equipment provided by Conterra.

14. Choice of Law; Jurisdiction. The construction, interpretation and performance of the Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction and subject to the exclusive jurisdiction of its federal or state courts in North Carolina. Any suit brought by either Party against the other Party for claims arising out of the Agreement shall be brought in the court of the State of North Carolina, Mecklenburg County or the federal court that includes such county within its jurisdiction. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from the Agreement.

15. Assignment. Either party may assign this Agreement to an Affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but each party shall provide the other with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Conterra's advance written consent. Any attempted assignment in violation of this provision is null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representative, successors, and permitted assigns.

16. Regulatory Change and Tariffs. In the event that a regulatory change materially alters the technical feasibility or economics of providing a Service, Conterra may amend any contract term or pricing in response. Conterra will notify Customer in writing when exercising this right, after which Customer will have thirty (30) days from the date of the notice to terminate the adversely impacted Services without incurring any termination liability by notifying Conterra in writing. If Customer does not respond in writing to Conterra within thirty (30) days, Customer waives its right to terminate without liability. Customer's remedy pursuant to this Section shall not apply for rates otherwise agreed upon by the Parties as subject to change.

Depending on the Customer's choice of products and Services, Customer may receive from Conterra and its Affiliates regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Conterra's tariffs and price lists and the terms and conditions contained therein (collectively the "Tariffs"). If the Customer's choice of products and Services includes detariffed services, this Agreement is subject to and incorporates by reference Conterra's rates, rules, and regulations applicable to the Services as provided to

Customer or posted on Conterra's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the Services are provided. If Customer's choice of products includes unregulated Services, this Agreement is subject to and incorporates by reference the general rules and regulations of the local Tariffs of the state in which the Services are provided. To the extent this contract differs from any terms and conditions in Conterra's tariffs, the Tariffs control. Conterra may modify its Tariffs from time to time in accordance with law. These modifications may affect Service(s) furnished to Customer.

17. Miscellaneous. Relationship of Parties. Persons furnished by Conterra shall be solely the employees or agents of Conterra and shall be under the sole and exclusive direction and control of such Party. They shall not be considered employees of Customer for any purpose. Nothing contained in the Agreement is intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint ventures.

18. Non-waiver. Either Party's failure to enforce any of the provisions of the Agreement or any Order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of the Agreement or any Order.

19. Severability. If any of the provisions of the Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Conterra and Customer shall be construed and enforced accordingly.

20. Section Headings. The headings of the several Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

21. Survival of Obligations. The respective obligations of the Parties under the Agreement that by their nature would continue beyond the termination, cancellation or expiration, shall survive any termination, cancellation or expiration, including, but not limited to, obligations to indemnify, insure and maintain confidentiality.

22. Renewal Term. Upon expiration of the initial Term, the Agreement shall thereafter automatically renew for successive one (1) year periods at Contrerra's then current monthly recurring rate, unless one Party gives the other Party written notice of termination at least thirty (30) days in advance.

23. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.

24. No Third Party Beneficiaries. No person not a party to this Agreement shall have or acquire any rights by reason of this Agreement, nor shall any party to this Agreement have any obligations or liabilities to such other third party by reason of this Agreement.

25. Further Assurances. On a Party's reasonable request, the other Party shall, at such other Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

26. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.

27. Entire Agreement. The Agreement together with its exhibits and any applicable tariffs constitutes the entire agreement between the Parties and cancels or supersedes all contemporaneous or prior agreement, whether written or oral, with respect to the subject matter of this Agreement. No modifications shall be made to the Agreement unless in writing and signed by authorized representatives of the Parties.

ADDENDUM TO AGREEMENT

This addendum ("Addendum"), effective as of this ____ day of _____, 20__, contains modifications and/or additions to the Agreement, dated _____, in addition to any and all related addenda or amendments (collectively, the "Agreement"), between **Conterra Ultra Broadband, LLC**, a South Carolina limited liability company d/b/a Conterra Networks ("Conterra") on behalf of itself and its affiliates and **Town of Huntersville** ("Customer"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In consideration of the mutual covenants contained in this Addendum and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following provisions shall apply:

1. Services. Under Section 1 of the General Terms and Conditions, the defined description for Service or Services is hereby deleted and replaced with the modified language herein:

Conterra provided telecommunications and related services, which shall include dark fiber that has the transmission capacity of 10 Gbps.

2. Taxes. The following sentence shall be added as the last sentence of Section 3:

The foregoing certification shall not apply to dark fiber.

3. Limitation of Liability; Disclaimer of Warranties. The first paragraph in Section 8 shall be deleted and replaced with the modified language herein:

IF CUSTOMER'S SERVICE IS INTERRUPTED, CONTERRA'S LIABILITY WILL BE LIMITED TO A PRO RATA CREDIT FOR THE PERIOD OF INTERRUPTION, SUBJECT TO SECTION 9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS.

4. Service Credits, Support and Maintenance. For clarity, in the second paragraph of Section 9: the phrase "Conterra Infrastructure" is hereby clarified to include dark fiber.

- a. The following section shall be added to the end of the second paragraph:

In addition, Conterra shall provide on site services as reasonably necessary to maintain, repair, or replace the dark fiber portion of the Services.

- b. The third paragraph, which begins "If Customer's use of the Services requires" and concludes with "service level standards" is hereby deleted.

5. Notices; Publicity and Disclosure. Section 10 shall be deleted in its entirety and replaced with the modified language herein:

Except as otherwise expressly set forth, notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective Parties. A notice that is sent by facsimile shall also be sent by one of the other means set forth. Notices to Conterra shall be made to Conterra Ultra Broadband, LLC, 2101 Rexford Road, Suite 200E, Charlotte, NC 28211, Attention: Legal Department, Fax: 704.936.1801. Notices to Customer shall be sent to the address set forth on the applicable Order. Notices for change in ownership, change in name of firm, or change in mailing address must be given by either Party by mailing to the other Party within thirty (30) days of such change.

6. The following provisions are hereby added to the Agreement:

E-Verify. Conterra 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.

Iran Contra. Conterra certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. s147-86.58.

7. Renewal Term. Section 22 is hereby deleted in its entirety.
8. Other than the addition set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum is hereby duly executed by an authorized representative of each party hereto as of the date first above written.

Town of Huntersville

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

**Conterra Ultra Broadband, LLC d/b/a
Conterra Networks**

AUTHORIZED REP.
(PRINTED NAME):

SIGNATURE:

TITLE:

DATE:

**Town of Huntersville
Town Board
January 21, 2020**

To: Town Board

From: Janet Pierson, Administration

Date: 1/21/20

Subject: Approval of Minutes - December 13

EXPLAIN REQUEST:

Consider approving the minutes of the December 13, 2019 Special Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the December 13, 2019 Special Town Board Meeting. (Janet Pierson)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes](#)

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

**December 13, 2019
1:00 p.m. – Huntersville Town Hall**

PRE-MEETING

The Huntersville Board of Commissioners held a Special Meeting at the Huntersville Town Hall at 1:30 p.m. on December 13, 2019.

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

Mayor Aneralla called the Special Meeting to Order.

Town Charter. Angela Beeker, Town Attorney, reviewed the Town Charter and the sections where she would recommend modifications. *PowerPoint attached hereto as Exhibit No. 1. Town Charter attached hereto as Exhibit No. 2.*

The Board discussed Impact Fees/TIA. Local legislation would be needed to allow impact fees.

Ms. Beeker indicated she could have a recommendation on modifications to the charter prepared within 90 days.

Commissioner Bales suggested Ms. Beeker work with the Legislative Committee on the proposed modifications.

Voting Rules. Ms. Beeker reviewed voting rules. *Refer to Exhibit No. 1.*

Rules of Procedure. Ms. Beeker reviewed the Rules of Procedure. *Refer to Exhibit No. 1. Rules of Procedure attached hereto as Exhibit No. 3.*

Ms. Beeker noted that the Board could modify the rules so that a second is not required for motions. The consensus of the Board was to continue to require a second.

The Board could set guidelines that would allow staff to call certain public hearings without bringing it to the Board.

Mayor Aneralla requested the Board members ask their questions at one time during agenda items.

Public comments at meetings was discussed. The consensus of the Board was to not allow public speakers to give their time to another speaker effective Monday, December 16.

Ethics Policy. Ms. Beeker reviewed the Ethics Policy. *Refer to Attachment No. 1. The 1997 and 2010 Ethics Policies attached hereto as Exhibit No. 4.*

Ms. Beeker suggested keeping the 2010 policy and turning the 1997 policy into a town-wide policy.

Huntersville Ordinances Advisory Board. The Town Board discussed Town Board members serving on the Huntersville Ordinances Advisory Board.

Commissioner Boone suggested keeping it as is for a year, let the new commissioners participate and decide if Town Board members should serve on that board.

Commissioner Munger suggested that in a year the chairperson not be a Town Board member and in two years the one Town Board member seat move to a non-voting position.

It was the general consensus of the Board to have Ms. Beeker modify the bylaws to reflect the suggested changes.

Public Hearing Schedule. Jack Simoneau, Planning Director, reviewed the public hearing schedule for 2020. *Public Hearing Schedule attached hereto as Exhibit No. 5.*

Following discussion of the schedule, it was the general consensus of the Board to have the schedule updated so that public hearings are held at the first meeting of the month and action is taken on the second meeting of the following month.

Mr. Simoneau will update the schedule and e-mail to the Board.

Quasi-judicial Process. Ms. Beeker reviewed quasi-judicial process. *PowerPoint attached hereto as Exhibit No. 6.*

Mr. Simoneau noted he does not recommend doing legislative on subdivisions, but does not see a problem with making it more of an administrative process.

NCDOT Response – NC Highway 73 Improvements. Mr. Roberts requested feedback from the Board on next steps for the response received from NCDOT on the NC Highway 73 improvement project. *NCDOT response attached hereto as Exhibit No. 7.*

It was the general consensus of the Board to send another letter to notify NCDOT the Town would like to continue discussions on the project and request the modeling.

Board Goals. Commissioner Boone requested the following be added to the list of Board goals: Review third party review process for employees that have been terminated, time off for snow days, and going outside the Town for legal help to process SB355.

Retreat. The Town Board agreed on January 30 and 31 for the retreat.

There being no further business, the meeting was adjourned.

Approved this the ____ day of _____, 2020.

**Town of Huntersville
Town Board
January 21, 2020**

To: Town Board

From: Janet Pierson, Administration

Date: 1/21/20

Subject: Approval of Minutes - December 16

EXPLAIN REQUEST:

Consider approving the minutes of the December 16, 2019 Regular Town Board Meeting.

ACTION RECOMMENDED:

Approve the minutes of the December 16, 2019 Regular Town Board Meeting. (Janet Pierson)

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

- [Draft Minutes](#)

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**December 16, 2019
6:00 p.m. – Huntersville Town Hall**

PRE-MEETING

The Huntersville Board of Commissioners held a pre-meeting at the Huntersville Town Hall at 5:00 p.m. on December 16, 2019.

GOVERNING BODY MEMBERS PRESENT: Commissioners Melinda Bales, Dan Boone, Brian Hines, Lance Munger, Stacy Phillips and Nick Walsh. Mayor John Aneralla was not present.

The Board participated in a meet and greet with applicants for the Greenway, Trail and Bikeway Commission, Parks & Recreation Commission, and Public Arts Commission.

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

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

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall at 6:00 p.m. on December 19, 2019.

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

Mayor Aneralla called the meeting to order.

Mayor Aneralla introduced Carolina O'Rorke, J. V. Washam Elementary School student, who is Mayor for the Day.

Mayor Aneralla called for a moment of silence.

Caroline O'Rorke led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS/STAFF QUESTIONS

Mayor Aneralla

- There will be no Mayor's Luncheon this month.
- Expressed appreciation to the Huntersville Fire Department and Huntersville Police Department for showing Caroline around their departments. Also expressed appreciation to Joe Gibbs Racing for hosting the staff holiday luncheon.

Commissioner Bales

- Lake Norman Economic Development is currently working 25 projects, 13 of which are in Huntersville. The numbers are different from the last meeting because they have cleaned out projects they haven't seen activity on.
- Provided update on Visit Lake Norman events.
- Recognized representatives from Charlotte-Mecklenburg Schools and Hopewell High School present in the audience.

Commissioner Boone

- Provided update on Lake Norman Chamber of Commerce events.
- Huntersville Police Citizens Academy starts in February.

Commissioner Hines

- Provided update from the Huntersville Ordinances Advisory Board.
- Charlotte Regional Transportation Planning Organization does not meet in December.

Commissioner Munger

- No committee reports at this time.

Commissioner Phillips

- No committee reports at this time.
- Announced the Low Income Energy Assistance Program is now taking place through Mecklenburg County.

Commissioner Walsh

- Provided update from Parks & Recreation.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Mayor Aneralla presented plaque to former commissioner Mark Gibbons for his years of service to the Town.

Mr. Gibbons encouraged the new Board to do the right thing, even if people are asking you to do things that aren't right.

Jill Vang, Martin Starnes & Associates, reported that they issued a clean opinion with no findings and no management letter for the financials for fiscal year 2019.

AGENDA CHANGES

Commissioner Bales moved Item 9.A under Other Business (Consider adopting Resolution Recognizing Contribution of Hopewell High School Jr. Dream on 3 Team and their Impact Today and Into the Future for Those with Special Needs) to before Public Hearings.

Commissioner Phillips made a motion to adopt the agenda as amended.

Commissioner Boone seconded motion.

Motion carried unanimously.

Resolution – Hopewell High Jr. Dream on 3 Team. Commissioner Bales made a motion to adopt Resolution Recognizing Contribution of Hopewell High School Jr. Dream on 3 Team and their Impact Today and Into the Future for Those with Special Needs.

Commissioner Walsh seconded motion.

Motion carried unanimously.

Tracy Packard, Hopewell High School, expressed appreciation to the Town Board for recognizing the hard work of their students.

**RESOLUTION RECOGNIZING
HOPEWELL HIGH SCHOOL
JR. DREAM ON 3 TEAM**

WHEREAS, the Huntersville Board of Commissioners recognizes that there are exceptional citizens within our community who give back to those around them; and

WHEREAS, Hopewell High School has recognized that when an entire school and community comes together with a culture of inclusivity, the result can be life-changing for all involved; and

WHEREAS, Hopewell High School has an exceptional and supportive Administrative Staff and Teaching Faculty who work to instill kindness within their school, as well as the community around them; and

WHEREAS, Hopewell High School has created a Jr. Dream on 3 Team in order to meet a dream of a fellow classmate that is living with a life-altering condition; and

WHEREAS, the dream of fellow classmate Musa Kilgo was realized the weekend of November 22 through 25, 2019; and

WHEREAS, the Hopewell Jr. Dream on 3 Team plans to continue their work by raising money and giving back to those within their community.

NOW, THEREFORE, BE IT RESOLVED by the Town of Huntersville Board of Commissioners that they hereby recognize Hopewell High School and the Hopewell High School Jr. Dream on 3 Team as Huntersville Community Champions for their outstanding community service within the Town of Huntersville.

BeeJay Caldwell, 14521 New Haven Drive, addressed the Board concerning the history of the Pottstown and mill hill communities. Encouraged Board to not tear it all down to make way for new.

PUBLIC HEARINGS

Mayor Aneralla recognized Planning Board members present: Stephen Swanick, Scott Hensley, Catherine Graffy, Hal Bankirer and Frank Gammon.

Petition #R18-10A. Mayor Aneralla called to order public hearing on Petition #R18-10A, a request by Bowman Development Group to rezone +/- 45.18 acres located near Mt. Holly-Huntersville Road, Beatties Ford Road and Carver Avenue (Parcel #s 01526443, 01526504, 01526506, 01526432 and 01526460) from Rural to Neighborhood Residential – Conditional District.

David Peete, Principal Planner, entered the Staff Report into the record and reviewed the request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 1.*

Staff finds the proposed Conditional District Rezoning Plan to be consistent with the 2030 Community Plan, the Beatties Ford Road/Mt. Holly-Huntersville Road Small Area Plan and the Beatties Ford Road Corridor Plan. These plans support moderate density and the proposed 2.63 units per acre falls under that category. Staff also recommends approval of the block length modification for Block 1, but does not recommend approval of the buffer modification near BMP-1. Additional concerns include:

- Lots A-1 through A-5 will be required to use the 20' driveway depth from the alley, this must be noted on the plan.
- Provide evidence of permission from the gas company to cross easements, either with future streets or maintenance accesses.
- All outstanding redline comments must be addressed.

Commissioner Walsh asked for clarification on what the range of moderate density is.

Mr. Peete stated that moderate is not defined in that particular plan. Rural zoning would allow 0.9 dwellings per acre if you maximize open space. Transitional Residential is 1.5 if you maximize open space. Staff is comfortable that 2.5 represents a moderate level of density.

Commissioner Hines requested confirmation that there's no traffic calming devices in the proposed development.

Mr. Peete stated not with regard to speed humps because that is something that we avoid through design.

Commissioner Hines asked if there was a specific catalyst that caused the Town to study this area when the small area plan was done in 2005.

Jack Simoneau, Planning Director, stated in 2003 the Town was looking at the area across the street and Charlotte was getting ready to approve the Food Lion shopping center. We asked them if they wanted to do a joint plan together and they declined. The pressure was coming our way so we did our own plan in 2005.

Per the request of Commissioner Hines, Mr. Simoneau reviewed the process for a small area plan.

Commissioner Boone noted on the site plan Pages EX-2 and EX-4 there is several acres of pine trees that were probably planted years ago. How are those trees and that canopy calculated into the tree save.

Mr. Peete stated we don't really have a heritage tree inventory to refer to, but we do have specimen trees and we look at the totality of trees that are onsite regardless of size other than to say saplings. We would look at all of that and calculate based on that. This particular property does have a large section of area that was tree farmed, but those trees are there and they have value as trees whether they are just left alone. They would serve a purpose if no development had been there. We treat them just like the ones that were not purposely planted, so we arrived at all of the percentages of what they are disturbing.

Commissioner Boone stated it seems like you're saving all the trees on the Smith property and cutting all the trees down where you want to develop it. Were the trees on the Smith property used in the calculation for tree save.

Mr. Peete noted they were not because the Smith's property is not being rezoned.

Commissioner Boone stated there's a reference to the Smith property on Pages EX-2 and EX-4 that you're identifying a 60" tree and the spelling is "gramble." I have looked all over and can't understand what kind of tree that is.

Mr. Peete will find out and let the Board know.

Commissioner Boone asked if the staff had given any thought to saving the 72" oak tree.

Mr. Peete stated as long as you are meeting the percentages you cannot say that the plan is not consistent with the ordinance. We can certainly suggest that other trees be saved.

Mr. Peete confirmed for Commissioner Boone that Huntersville does not have a heritage tree list, but it is on the to-do list.

Commissioner Munger requested confirmation that the red commercial area was outside of where they are looking for the rezoning.

Mr. Peete stated the red that is shown on the plan represents some of the commercial uses that are currently out there, but also some of the land that fronts Beatties Ford Road that is not commercially developed, so it would either be vacant or maybe a single-family home.

In response to a previous question concerning the tree save percentage, Nate Bowman (Applicant) stated the canopy required to save is 10 percent and we're saving 11.2 percent and of the specimen trees we're saving 13 out of 22. Mr. Bowman added we pulled this plan approximately a year ago after the neighborhood meeting. One of the things we were charged to do is listen to the neighbors and we did and that's why we continued the public hearing and took up to a year. During that year we were able to acquire additional property to make the connection to Mt. Holly-Huntersville Road. We also went through a complete redesign. We eliminated the connection to Pembroke and curved the road over to Overhill. We also reduced the density and eliminated the townhomes and the open space total now has gone from 30 percent to 40 percent. Here's a case that as a developer we think we made the changes that the neighborhood asked for. We felt that our original proposal was fair, but in the interest of being good neighbors we made those changes and took the time to do it and it also has been a financial hardship for the sellers as well to go through this and make some reductions in order to make this happen.

Commissioner Munger asked if Charlotte-Mecklenburg Schools was contacted in advance of the project submittal to discuss prospective impacts to area schools and discuss mitigation alternatives.

Mr. Bowman stated I did not contact Charlotte-Mecklenburg Schools. I was aware that there were two elementary schools across the street which are below capacity and that's what I focused on in terms of entry level housing.

Charlotte Sailors, 9332 Westminster Drive, was going to pass her time to Marilyn Wallace, but understand that has been changed in the last week where we can't do that any longer. Feels it shouldn't have been changed to where you can't pass your time on.

Ed Cecil, 16435 Cobbleview Lane, was going to pass his time to Joe Sailors, but the Board has inconveniently decided that citizens are no longer allowed to speak over 3 minutes, but allow developers and landowners to speak at infinite. Suggested limiting the amount of times those people are allowed to speak.

Debbie Weir, 9319 Wedgewood Drive, addressed the Board in opposition of Petition #R18-10A due to traffic concerns.

Marilyn Wallace, 8913 Oxford Place, addressed the Board representing a large portion of the neighborhood in opposition of Petition #R18-10A. The area plan referenced is over 15 years old and a lot of the residents were not living in that development at that point in time so opinions and contributions to the area plan have potentially changed. In the 2030 Community Plan the description of village node specifies very low density developments surrounding the village. The Beatties Ford/Mt. Holly-Huntersville Road Plan says there's an opportunity for large lot single-family homes and specifies an express desire for the plan to reflect lower residential development intensity in keeping with the historical low density residential development of Long Creek. In the plans there have been numerous references to road improvements and those have not occurred.

Katherine Bird, 9318 Wedgewood Drive, addressed the Board in opposition of Petition #R18-10A because the proposed density does not match the current area plan and concerns with traffic congestion/cut-through traffic.

Phyllis Smeaton, 9416 Wedgewood Drive, addressed the Board in opposition of Petition #R18-10A because of traffic congestion/cut-through traffic.

William Weir, 9319 Wedgewood Drive Extension, addressed the Board in opposition of Petition #R18-10A because of traffic congestion/cut-through traffic. Had video to show, but was informed public can't present videos.

Julie Kelly, 13506 Melrose Meadow Lane, addressed the Board in opposition of Petition #R18-10A due to traffic concerns. If approved would like to see a crosswalk so kids would be able to walk to the two elementary schools across the street. Was surprised to hear that \$330,000 was the starter home price.

Joe Sailors, 9332 Westminster Drive, addressed the Board in opposition of Petition #R18-10A because of traffic congestion.

Kim Aichele, 9511 Cennetta Court, addressed the Board in opposition of Petition #R18-10A. *Refer to written comments attached hereto as Exhibit No. 2.*

Bruce Anderson, 16125 Weatherly Way, addressed the Board in opposition of Petition #R18-10A. A major change in zoning of this nature in the Rural District will have unintended consequences and will set a new price for land in the Rural District.

There being no further comments, Mayor Aneralla closed the public hearing.

Petition #R19-15. Mayor Aneralla called to order public hearing on Petition #R19-15, a request by the Bowman Development Group to rezone 37.52 acres from Neighborhood Residential to Neighborhood Residential – Conditional District for a 101 lot single-family detached subdivision; Parcels 01908137A,

01908139, 01908118, 01908136, 01908108, 01908134, 01908143, 01908142, 01908141, 01908102 (partial).

Commissioner Walsh made a motion to continue this public hearing until March 2, 2020 at 6:00 p.m. at Town Hall.

Commissioner Hines seconded motion.

Motion carried unanimously.

Petition #TA19-10. Mayor Aneralla called to order public hearing on Petition #TA19-10, a request by KBR Bowman, LLC to amend article 8.11.6 Permitted Accessory Uses in all districts to reduce the side and rear setback for swimming pools from 15' to 5'.

David Peete, Principal Planner, entered the Staff Report into the record and reviewed request. *Staff Report and Staff PowerPoint attached hereto as Exhibit No. 3.*

The proposal to amend Article 8.11.6 of the Zoning Ordinance to reduce the swimming pool setback from any property line from 15' to 5' is supported by staff as it does not violate any goals of the 2030 Community Plan and is consistent with standards of numerous surrounding municipalities.

On November 7, 2019, the Huntersville Ordinances Advisory Board recommended to reduce the swimming pool setback from any property line from 15' to 5' by unanimous 8-0 vote.

Mr. Peete responded to questions from the Board concerning water run-off, impervious area.

Nate Bowman, 205 S. Church Street, stated in designing your transitional type development we restrict backyards and so the lots are 120' wide but they are only about 150' deep because we have to wrap everything with the open space. In this case the closest a neighbor would be would be 20' to the rear property line and the pool would be 25' and in some cases it's 75' plus 45' plus, 120' plus. So it really came up in a Rural/Transitional situation with tons of open space where nobody could possibly object to that pool being 5' away. However, the more I thought about it and looked at places like in Vermillion, I just don't think limiting it to the Transitional Rural subdivisions is really fair. I think this should be something that should work in all neighborhoods and that's what Planning staff basically said as well. That's why I got here is because it was obvious that they were having trouble on these \$1,000,000 plus homes and a lot of these homes are spread out because they are older folks, not two stories, and so they were finding it was very difficult to fit even in the large lot subdivision the pool in the backyard.

Nancy Cecil, Cobbleview Lane, addressed the Board in opposition of Petition #TA19-10. There are a couple of subdivisions that could benefit from the reduced 5' setback, but would bring unfairness and intrusion to the rights of privacy for others who live in Huntersville. It would appear to be most beneficial to all Huntersville residents to make this decision on an individual basis.

Ed Cecil, Cobbleview Lane, addressed the Board in opposition of Petition #TA19-10. Currently, property owners can request a variance to build a swimming pool less than 15' from the property line all the way down to 5' if it so warrants. Cautioned the Board as to the possibility of creating a greater risk and attractive nuisance in the extremely close proximity of the edge of water to another property, even with a fence between it.

Joe Sailors, 9332 Westminster Drive, addressed the Board in opposition of Petition #TA19-10. Suggested the Board leave the 15' in and let it go through the variance process.

Katie Cook, 14202 Salem Ridge Road, addressed the Board in support of Petition #TA19-10. A permit was incorrectly issued by the Town of Huntersville for a pool – the setbacks were wrong on the permit. Researched 15 surrounding towns and all had setbacks lower than 15'. Presented a picture showing the 8' grade in her backyard. *Picture attached hereto as Exhibit No. 4.*

Bruce Andersen, 16125 Weatherly Way, addressed the Board in opposition of Petition #TA19-10. *Refer to written comments attached hereto as Option No 1.*

Staff responded to questions concerning the variance process.

There being no further comments, Mayor Aneralla closed the public hearing.

OTHER BUSINESS

None

CONSENT AGENDA

Approval of Minutes – December 2. Commissioner Hines made a motion to approve the minutes of the December 2, 2019 Regular Town Board Meeting. Commissioner Bales seconded motion. Motion carried unanimously.

Approval of Minutes – December 10. Commissioner Hines made a motion to approve the minutes of the December 10, 2019 Special Town Board Meeting.

Resolution – Certain Statements of Fact Concerning Proposed Bond Issue. Commissioner Hines made a motion to adopt Resolution making certain statements of facts concerning the proposed bond issue. Commissioner Bales seconded motion. Motion carried unanimously.

Resolution attached hereto as Exhibit No. 5.

Bond Order. Commissioner Hines made a motion to adopt Bond Order authorizing the issuance of not to exceed \$5,100,000 General Obligation Refunding Bonds of the Town of Huntersville. Commissioner Bales seconded motion. Motion carried unanimously.

Bond Order attached hereto as Exhibit No. 6.

CLOSING COMMENTS

None

CLOSED SESSION – ECONOMIC DEVELOPMENT

Commissioner Hines made a motion to go into closed session for economic development. Commissioner Bales seconded motion. Motion carried unanimously.

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

Approved this the _____ day of _____, 2020.

DRAFT

**Town of Huntersville
Town Board
January 21, 2020**

To: Town Board

From: Angela Beeker, Administration

Date: 1/21/20

Subject: Grant Access to Closed Session Recording

EXPLAIN REQUEST:

The Board is requested to allow Commissioners Munger and Phillips access to the recording of the Closed Session held on November 18, 2019.

ACTION RECOMMENDED:

Grant Access to the recording of the Closed Session held on November 18, 2019. (Angela Beeker)

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

-

**Town of Huntersville
Town Board
January 21, 2020**

To: Town Board

From: Angela Beeker, Administration

Date: 1/21/20

Subject: Uniform Guidance Conflict of Interest Policy for the Town of Huntersville

EXPLAIN REQUEST:

The Town is required to adopt the attached Uniform Guidance Conflict of Interest Policy for the Town of Huntersville.

ACTION RECOMMENDED:

Adopt the Uniform Guidance Conflict of Interest Policy for the Town of Huntersville. (Angela Beeker)

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

- [Town of Huntersville Uniform Guidance Gifts and Favors Policy.docx](#)

Uniform Guidance Conflict of Interest Policy For the Town of Huntersville

This policy is adopted pursuant to 2 C.F.R. § 200.318(c)(1). This policy applies to any project or Town contract which is funded in whole or in part by Federal funds. This policy applies whether or not the Federal funds are paid directly or on a reimbursement basis. This policy is intended to supplement, and not replace, current Town policies, and shall also be written into the Town of Huntersville Personnel Policy, therefore when Federal funding is involved, compliance with this policy and current Town policies is required. Where the two conflict, the most stringent shall apply.

I. Purpose

The purpose of this policy is to establish conflicts of interest, gifts and favors guidelines 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 projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

II. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the 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 G.S. 14-234, no officer, employee, or agent of the Town of Huntersville 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 G.S. 133-32, officers, employees, and agents of the Town of Huntersville 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. 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.